



COUR EUROPÉENNE DES DROITS DE L'HOMME
EUROPEAN COURT OF HUMAN RIGHTS

COURT (CHAMBER)

CASE OF LUEDICKE, BELKACEM AND KOÇ v. GERMANY

(Application no. 6210/73; 6877/75; 7132/75)

JUDGMENT

STRASBOURG

28 November 1978

In the case of Luedicke, Belkacem and Koç,

The European Court of Human Rights, sitting, in accordance with Article 43 (art. 43) of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") and Rule 21 of the Rules of Court, as a Chamber composed of the following judges:

Mr. G. WIARDA, *President*,
Mr. H. MOSLER,
Mrs. H. PEDERSEN,
Mrs. D. BINDSCHEDLER-ROBERT,
Mr. D. EVRIGENIS,
Mr. P.-H. TEITGEN,
Mr. G. LAGERGREN,

and Mr. M.-A. EISSEN, *Registrar*, and Mr. H. PETZOLD, *Deputy Registrar*,

Having deliberated in private on 26 May and 23 October 1978,

Delivers the following judgment, which was adopted on the last-mentioned date:

PROCEDURE

1. The case of Luedicke, Belkacem and Koç was referred to the Court by the Government of the Federal Republic of Germany ("the Government") and the European Commission of Human Rights ("the Commission"). The case originated in three applications against the Federal Republic of Germany lodged with the Commission by Mr. Gerhard W. Luedicke, Mr. Mohammed Belkacem and Mr. Arif Koç in 1973, 1974 and 1975 respectively. The Commission ordered the joinder of these three applications on 4 October 1976.

2. Both the application of the Government, which referred to Article 48 (art. 48) of the Convention, and the request of the Commission, which relied on Articles 44 and 48, sub-paragraph (a) (art. 44, art. 48-a), and to which was attached the report provided for under Article 31 (art. 31), were lodged with the registry of the Court within the period of three months laid down in Articles 32 para. 1 and 47 ((art. 32-1, art. 47). The application was lodged on 1 October 1977, the request on 10 October. Their purpose is to obtain a decision from the Court as to whether or not the facts of the case disclose a breach by the respondent State of its obligations under Articles 6 para. 3 (e) and 14 (art. 6-3-e, art. 14) of the Convention.

3. On 5 October, the President of the Court drew by lot, in the presence of the Registrar, the names of five of the seven judges called upon to sit as members of the Chamber; Mr. H. Mosler, the elected judge of German

nationality, and Mr. G. Balladore Pallieri, the President of the Court, were ex officio members under Article 43 of the Convention (art. 43) and Rule 21 para. 3 (b) of the Rules of Court respectively. The five judges thus designated were Mr. J. Cremona, Mrs. H. Pedersen, Mr. D. Evrigenis, Mr. P.-H. Teitgen and Mr. G. Lagergren (Article 43 in fine of the Convention and Rule 21 para. 4) (art. 43). Mr. Balladore Pallieri assumed the office of President of the Chamber in accordance with Rule 21 para. 5. Mr. Cremona, who was subsequently prevented from taking part in the consideration of the case, was replaced by the first substitute judge, Mrs. Bindschedler-Robert.

On 21 November, Mr. Balladore Pallieri, acting in pursuance of Rule 24 para. 4, granted himself exemption from sitting on the case. In accordance with Rule 21 paras. 3 (b) and 5, Mr. Wiarda, the Vice-President of the Court, became a full member of the Chamber and assumed the office of President of the Chamber.

4. The President of the Chamber ascertained, through the Registrar, the views of the Agent of the Government and the Delegates of the Commission regarding the procedure to be followed. By an Order of 17 October, the President of the Chamber decided that the Government should file a memorial within a time-limit expiring on 31 January 1978 and that the Delegates should be entitled to file a memorial in reply within two months of receipt of the Government's memorial.

5. The Government filed their memorial on 30 January 1978. The Secretary to the Commission advised the Deputy Registrar on 17 April that the Delegates had decided not to file a memorial in reply; on 8 May, he communicated to the Registrar a note containing "the applicants' observations on the question of the application of Article 50 (art. 50) of the Convention" and Mr. Koç's observations on the Government's suggestion that his case be severed from the other two and be struck out of the Court's list.

6. After consulting, through the Deputy Registrar, the Agent of the Government and the Delegates of the Commission, the President of the Chamber decided by an Order of 11 March that the oral hearings should open on 25 May.

7. The Chamber held a preparatory meeting on 25 May, immediately before the opening of the hearings. At that meeting the Chamber, granting a request presented by the Government, decided that their Agent and counsel could plead in German at the hearings, the Government undertaking, inter alia, responsibility for the interpretation into French or English of their oral arguments or statements (Rule 27 para. 2). At the same time, the Chamber took note of the intention of the Commission's Delegates to be assisted during the oral proceedings by Mr. Pawlik, the lawyer of one of the applicants; it also authorised Mr. Pawlik to speak in German (Rules 29 para. 1 in fine and 27 para. 3).

8. The oral hearings took place in public at the Human Rights Building, Strasbourg, on 25 May.

There appeared before the Court:

- for the Government:

Mrs. I. MAIER, Ministerialdirigentin at
the Federal Ministry of Justice, *Agent,*

Mr. H. STÖCKER, Regierungsdirektor
at the Federal Ministry of Justice,

Mr. K. MIEBACH, Richter am Landgericht,
Federal Ministry of Justice, *Advisers;*

- for the Commission:

Mr. F. ERMACORA, *Principal Delegate,*

Mr. S. TRECHSEL, *Delegate,*

Mr. G. PAWLIK, lawyer for Mr. Koç,
assisting the Delegates under Rule 29 para. 1, second
sentence.

The Court heard addresses by Mrs. Maier for the Government and by Mr. Ermacora, Mr. Trechsel and Mr. Pawlik for the Commission, as well as their replies to questions put by several judges.

9. On 10 July, the Agent of the Government supplemented in writing her reply to one of the questions that had been put to her.

On 17 July, the Commission produced to the Court certain documents referred to by the Principal Delegate at the hearings; these documents were the subject of a letter, received on 16 August, from the Agent of the Government.

AS TO THE FACTS

10. At the time when they introduced their applications with the Commission, Mr. Gerhard W. Luedicke, Mr. Mohammed Belkacem and Mr. Arif Koç were resident in the Federal Republic of Germany.

The three applicants were charged before the German courts with the commission of various criminal offences. Since they were not sufficiently familiar with the language of the country, they were assisted by an interpreter in accordance with German law. After conviction, they were ordered, amongst other things, to pay the costs of the proceedings, including the interpretation costs. They consider that the inclusion of this latter item is contrary to, inter alia, Article 6 para. 3 (e) (art. 6-3-e) of the Convention.

I. THE DOMESTIC LAW

11. In criminal proceedings, the courts must use the services of an interpreter whenever the accused is not conversant with German. The first sentence of section 185 para. 1 of the Constitution of the Courts Act (Gerichtsverfassungsgesetz) provides as follows:

"If the proceedings before the court involve the participation of persons who do not have command of the German language, an interpreter shall be employed."

Pursuant to this provision, the assistance of an interpreter is made available as a matter of course to an accused - whatever his nationality - who does not understand or speak the German language. The same rule is applicable to the examination of witnesses who do not have command of the German language.

The obligation to employ an interpreter is, however, subject to one exception, namely when all the participants are familiar with the foreign language (section 185 para. 2 of the Constitution of the Courts Act).

12. Interpretation costs are part of the costs of the proceedings which, according to Article 464 (a) para. 1, first sentence, of the Code of Criminal Procedure (Strafprozeßordnung), are made up of "the fees (Gebühren) and expenses of the Treasury". The latter are listed in the Court Costs Act (Gerichtskostengesetz) which in turn refers to the Witnesses and Experts (Expenses) Act (Gesetz über die Entschädigung von Zeugen und Sachverständigen). Section 17 para. 2 of the last-mentioned Act provides that "for the purposes of compensation, interpreters shall be treated as experts".

According to Article 465 para. 1, first sentence, of the Code of Criminal Procedure:

"The accused shall bear the costs of such part of the proceedings as concerned the act that gave rise to the conviction ..."

Under this provision, the question of payment of the costs of the proceedings arises only after there has been a final ruling on the guilt of the accused; an accused person may never be required to make any advance payment on these costs. In the event of acquittal or of proceedings being discontinued, the Treasury in principle bears the costs. On the other hand, if the individual concerned is convicted, he has to pay the costs, but only such proportion thereof as relates to the criminal charges upheld by the court.

13. As concerns interpretation costs in particular, Article 6 para. 3 (e) (art. 6-3-e) of the Convention, which forms an integral part of the domestic law, specifies that "everyone charged with a criminal offence has the (right) ... to have the free assistance of an interpreter if he cannot understand or speak the language used in court". This text has not been interpreted and applied by the German courts in a uniform way. Certain courts read it as embodying an obligation for the Treasury to bear the costs in question for

all time and in all cases; other courts, including some higher courts, consider on the contrary that while Article 6 para. 3 (e) (art. 6-3-e) - like the Code of Criminal Procedure - exempts an accused (that is, a person "charged with a criminal offence") from paying in advance for the expenses incurred by the use of an interpreter, it does not prohibit such expenses being awarded against a convicted person.

14. Interpretation costs are assessed in accordance with a scale fixed by law and not by the interpreters themselves; the assessment is made by a court official (Kostenbeamter) when the overall costs of the proceedings are determined.

II. FACTS RELATING TO THE INDIVIDUAL APPLICANTS

1. Mr. Luedicke

15. Mr. Gerhard W. Luedicke is a citizen of the United Kingdom and was, at the time of his application to the Commission, a member of the British Forces stationed in the Federal Republic of Germany.

16. On 5 May 1972, the Bielefeld District Court (Amtsgericht) convicted him of a road traffic offence. He was fined DM 900 and ordered to pay the costs of the proceedings.

On 2 June 1972, after the judgment had become final, the public prosecutor's department (Staatsanwaltschaft) attached to the Bielefeld Regional Court (Landgericht) served Mr. Luedicke with a notice to pay the sum of DM 1,330.90, made up of the fine of DM 900 and the fees (Gebühren) due in respect of the criminal proceedings (DM 90) and the withdrawal of his driving licence (DM 30), together with police costs (DM 85.50) and interpretation costs (DM 225.40). DM 154.60 of the last item related to the oral hearing.

17. On 30 June 1972, the applicant, represented by the Command Legal Aid Section at Bielefeld, entered an appeal (Erinnerung) against this assessment of costs; he maintained that the assessment was contrary to Article 6 para. 3 (e) (art. 6-3-e) of the Convention in so far as it concerned payment of the interpretation costs.

Following the refusal of the auditor (Bezirksrevisor) attached to the Bielefeld Regional Court to modify the assessment, the matter was referred to the Bielefeld District Court which dismissed the appeal on 31 August 1972. The District Court stated in particular:

"The object of Article 6 (art. 6) of the Convention ... is to guarantee certain fundamental rights to everyone faced with criminal proceedings. In Germany, this Article (art. 6) applies to proceedings brought against foreigners as well as to those brought against German nationals. It is not the aim of the provision to place foreigners in a more favourable position than German nationals. This, however, would be the case if a foreign convicted person was not required to pay the interpretation costs. For

example, under the German law of procedure and costs, a deaf-and-dumb convicted person against whom proceedings cannot be taken without a special interpreter must pay the costs of interpretation. So must also a German convicted person in whose trial non-German-speaking witnesses have to be examined with the assistance of an interpreter. Under the rules of German criminal procedure every person finally convicted must himself bear all the costs of the proceedings, including ... the interpretation expenses. This obligation is not contrary to Article 6 (art. 6) ... which does not forbid awarding the costs of the proceedings against a person convicted of an offence.

Under German procedural law, however, no accused person need make advance payment for the costs of interpreters ... This would appear not to be the case in other signatory States of the Convention as otherwise it would be difficult to understand the wording of Article 6 para. 3 (e) (art. 6-3-e).

The Court thus interprets Article 6 para. 3 (e) (art. 6-3-e) ... as a provisional exemption from paying the interpretation costs ..."

18. On 8 February 1973, following an "immediate appeal" (sofortige Beschwerde) by Mr. Luedicke, the Bielefeld Regional Court confirmed the impugned decision, relying, inter alia, on the "correctness of the reasoning" contained in that decision.

On 4 May 1973, the applicant paid the costs of the proceedings, including the interpretation costs.

2. Mr. Belkacem

19. Mr. Mohammed Belkacem is an Algerian citizen, born in 1954. After completing his apprenticeship as a locksmith in Algeria, he rejoined his father in the Federal Republic of Germany where he followed various occupations.

20. In December 1973, he was involved in a dispute in a Berlin night-club during which another client lost his coat. He was charged with robbery and with assault occasioning bodily harm; his case was tried by the Berlin-Tiergarten Juvenile Court (Jugendschöffengericht). On 8 April 1974, the Juvenile Court convicted him of assault occasioning bodily harm. He was sentenced to four weeks' imprisonment (Dauerarrest) - a sentence deemed to have been served during his detention on remand - and to a fine of DM 500, and he was ordered to pay the costs of the proceedings.

21. On 10 April 1974, Mr. Belkacem filed an "immediate appeal" against the order as to costs insofar as the interpretation costs had been included in the award. He submitted that Article 6 para. 3 (e) (art. 6-3-e) of the Convention granted him exemption from payment of the costs in question.

On 13 June 1974, the Berlin Regional Court dismissed the appeal. The Regional Court reasoned that, since no assessment of costs had yet been made, there had been no decision capable of being challenged on appeal. The Regional Court further stated that the Juvenile Court would have acted improperly if it had omitted the interpretation costs from its decision on the

costs of the proceedings - the former costs, according to Article 464 (a) of the Code of Criminal Procedure read in conjunction with the Court Costs Act and the Witnesses and Experts (Expenses) Act, constituting a component of the latter costs. Furthermore, it was added, Article 6 para. 3 (e) (art. 6-3-e) of the Convention did not prohibit a convicted person being made to bear interpretation costs.

22. On 11 April 1975, the Berlin-Tiergarten District Court served Mr. Belkacem with a notice to pay costs amounting to DM 665.63, including DM 321.95 for interpretation costs. The latter sum comprised the expenses incurred in respect of Mr. Belkacem's appearance before the judge on 17 December 1973 (DM 33.25), the review on 14 January 1974 of his detention on remand (Haftprüfungstermin) (DM 67.60), the translation of the indictment (DM 90.20) and the trial hearing on 8 April 1974 (DM 130.90).

The applicant unsuccessfully challenged the inclusion of interpretation costs in this assessment of the costs. On 29 May 1975, his appeal was dismissed by the District Court which held, *inter alia*, that Article 6 para. 3 (e) (art. 6-3-e) of the Convention did not prevent interpretation costs being awarded against a convicted person. Mr. Belkacem then lodged an "immediate appeal" which was rejected by the Berlin Regional Court on 2 October 1975. As far as Article 6 para. 3 (e) (art. 6-3-e) was concerned, the Regional Court referred to its decision of 13 June 1974 and continued:

"In the light of the context of Article 6 para. 3 (art. 6-3) ..., which lays down fundamental guarantees for a fair trial, the Court ... interprets sub-paragraph (e) (art. 6-3-e) to mean that the assistance of an interpreter must not be made dependent on the accused's making any advance payment. This sub-paragraph guarantees a court hearing for a foreigner who is ignorant of the language, regardless of his capacity to pay.

Who finally has to bear the costs of interpretation after the proceedings have terminated is a different question. That after conviction this may be the accused is not excluded by Article 6 para. 3 (e) (art. 6-3-e) ..."

23. On 5 May 1977, following a request by Mr. Belkacem, the Berlin Justizkasse allowed him to defer payment "until the decision of the Commission of Human Rights be known". From that time, he has not been required to pay the costs in question since, at the request of the Government, the relevant Berlin authorities (Landesjustizverwaltung) have suspended recovery awaiting the judgment of this Court.

3. Mr. Koç

24. Mr. Arif Koç, a Turkish citizen born in 1940, has been employed in the Federal Republic of Germany in various trades, including mining and the construction industry. When he applied to the Commission, he was living at Geilenkirchen-Waurichen. On 12 April 1976, he notified the

relevant authorities in Alsdorf, near Aachen, his last place of residence in Germany, of his intention to return to Turkey.

25. On 6 December 1973, the Assize Court attached to the Regional Court (Schwurgericht beim Landgericht) at Aachen convicted Mr. Koç of causing grievous bodily harm. He was sentenced to a year's imprisonment, but the balance of his sentence remaining after allowance had been made for his detention on remand was commuted to a period of probation. The court ordered the applicant to bear the costs of the proceedings "with the exception, however, of the costs occasioned by the assistance of the Turkish-language interpreter, which costs are to be borne by the Treasury". Although taking notice of the conflicting practice of the German courts in this connection, the Assize Court held that the "free" assistance of an interpreter, as guaranteed by Article 6 para. 3 (e) (art. 6-3-e) to every accused not conversant with the language of the court, is to be understood as being free once and for all time.

26. On an "immediate appeal" by the public prosecutor's department, the Cologne Court of Appeal (Oberlandesgericht), in a fully reasoned decision delivered on 5 June 1975, set aside the Assize Court's judgment insofar as it related to the interpretation costs. The Court of Appeal stated:

"On [its] wording, it is controversial whether (Article 6 para. 3 (e)) (art. 6-3-e) forbids a convicted person's being charged with the costs of interpretation under the above-cited provisions relating to costs or whether - in the case of criminal proceedings in German courts - it merely means that the assistance of an interpreter may not be made dependent on an advance payment by the accused. ...

.....

The object of the Convention is to secure human rights and fundamental freedoms against arbitrary State action and to place them under the protection of supranational law. ... It is not its purpose to go further and alter the national legal systems ... The list of procedural guarantees in Article 6 (art. 6) of the Convention shows that the intention was to enshrine rights of the citizen and duties of the State which ensure a fair trial. This obviously means that the accused (or person charged) should be able to call for the assistance of an interpreter if he does not understand or speak the language used in court and that such assistance should be in no way dependent on the question of costs. But it certainly does not mean that even a convicted person may not have the costs of interpretation awarded against him. A fair trial is guaranteed in this respect insofar as the accused must be assisted by the interpreter he needs. The question whether he may later be required to bear the costs is not of the same order as the problem of guaranteeing human rights and fundamental freedoms but, both in theoretical and practical terms, is of lesser moment. It cannot be assumed that the Convention is intended to provide a piecemeal solution of the question of costs in criminal proceedings. Nor does the consideration that a foreigner should not receive worse treatment in the matter of costs than a national, dictate the conclusion that permanent exemption from costs is necessarily implied by the object of the Convention ... The Convention would not have come appreciably nearer to achieving its aim by prohibiting a financial disadvantage of such a kind."

On 1 July 1975, Mr. Koç applied to the Federal Constitutional Court (Bundesverfassungsgericht) which, eight days later, declined to hear the application on the ground that it did not offer sufficient prospects of success.

27. According to the payment vouchers (Kassenanweisungen), the fees paid to the interpreter amounted to DM 311.50 for the hearing on 4 December 1973, DM 510.50 for the hearing on 5 December and DM 112.50 for the hearing on 6 December - making a total of DM 934.50.

28. Nevertheless, the applicant was not served with a notice to pay the costs for which he was liable, including the interpretation costs, since it was noted that he had a wife and four children to support, that his income was modest and that there was thus no prospect of recovering the costs. For these reasons, the competent court official, acting in pursuance of Article 10 para. 1 of the Service Instructions of 28 February 1969 on Court Costs (Kostenverfügung), had decided of his own motion on 23 October 1975 not to assess the costs. His decision was not notified either to Mr. Koç or to Mr. Koç's lawyer.

A second decision to this effect was taken by the same official on 20 December 1977. This decision recorded that the applicant was living in Turkey that his address was unknown and that recovery of the costs, being doomed to failure, should be waived. Mr. Koç's lawyer discovered the existence of the decision in April 1978 when he sought from the court a photocopy of the interpreter's payment vouchers.

29. Before the Court, the Agent of the Government, with the agreement of the Minister of Justice for the Land of North-Rhine Westphalia made the following declaration:

"... the compulsory collection of costs from the applicant Koç in pursuance of the judgment of 6 December 1973 by the Assize Court attached to the Aachen Regional Court, varied in part by the decision of 5 June 1975 by the Cologne Court of Appeal, will not be carried out in future; for the costs of such compulsory collection and the administrative costs would be out of proportion to the sum owed."

The Agent specified that "the costs ... would not be collected even if the applicant were to return to the Federal Republic of Germany".

PROCEEDINGS BEFORE THE COMMISSION

30. In their applications, lodged respectively on 23 July 1973, 20 December 1974 and 28 July 1975, Mr. Luedicke, Mr. Belkacem and Mr. Koç claimed to be victims of a violation of Article 6 para. 3 (e) (art. 6-3-e) of the Convention in that they had been ordered by the German courts to bear interpretation costs.

Mr. Luedicke and Mr. Belkacem also alleged discrimination by reason of the fact that a foreigner not speaking German was in a less favourable position than a German person.

31. The Commission declared Mr. Luedicke's application admissible on 11 March 1976 and the applications of Mr. Belkacem and Mr. Koç admissible on 4 October following.

In its report of 18 May 1977, the Commission expressed the opinion:

- unanimously, that the decisions concerning the interpreter's costs in the applicants' cases were in breach of Article 6 para. 3 (e) (art. 6-3-e) of the Convention;

- by twelve votes to one, that it was not necessary to pursue its examination of the case under Article 14 (art. 14).

The report contains one separate opinion.

CONCLUDING SUBMISSIONS MADE TO THE COURT

32. In their memorial of 30 January 1978, the Government

- suggested that the Court, acting in pursuance of Rule 47 para. 2 of the Rules of Court, strike the case out of its list insofar as the applicant Koç was concerned;

- requested the Court to find that the Federal Republic of Germany has not violated the Convention to the detriment of the applicants Luedicke and Belkacem.

At the hearing on 25 May, the Government specified that this latter request applied also to Mr. Koç if the Court did not comply with their above-mentioned suggestion.

AS TO THE LAW

I. ON THE SUGGESTION TO SEVER MR. KOÇ'S CASE AND TO STRIKE IT OUT OF THE LIST

33. In their application bringing the case before the Court, the Government stated: "As far as the applicant Koç is concerned there arises the further question whether he is a 'victim' within the meaning of Article 25 para. 1 (art. 25-1), first sentence, of the Convention since in his case the competent authority abstained from recovering the court fees (including interpreter's fees) because there was no prospect of success." They further stated that they reserved the right to apply in due course for the case of Mr.

Koç "to be dealt with in separate proceedings and in accordance with the provisions of Rule 47 para. 2 of the Rules of Court".

Thus, in their memorial, the Government suggested that the Court sever the proceedings concerning Mr. Koç from the proceedings regarding the other applicants and strike the case out of the list as far as Mr. Koç was concerned. With the agreement of the Minister of Justice for the Land of North-Rhine Westphalia, they declared that Mr. Koç would not be asked to pay the costs even if he returned to the Federal Republic of Germany, because "the costs of such compulsory collection and the administrative costs would be out of proportion to the sum owed". In their submission, in view of this change in the legal situation to his advantage, there was no longer any interest for the applicant in the action being pursued, especially since the point of law raised by his application was also the subject-matter of the proceedings regarding Mr. Luedicke and Mr. Belkacem.

Referring to the possible application of Article 50 (art. 50) of the Convention, the Agent stressed at the hearing that, should the Court rule against them, the Government would fully comply with their obligations under the Convention without a further decision under Article 50 (art. 50) being necessary. She specified that this statement applied also to the necessary ancillary costs incurred by Mr. Koç.

34. The Delegates advised the Court on 8 May 1978 that, acting on instructions unanimously decided upon by the Commission, they were opposed to the Government's suggestion. At the same time, they communicated to the Court a note indicating, amongst other things, that Mr. Koç took issue with the said suggestion. According to Mr. Koç, his interest to have pursued the examination of his complaints remained unchanged since "the effect of the decision of 5 June 1975 of the Cologne Court of Appeal is being upheld".

At the hearing on 25 May, in reply to a question from the President of the Chamber, the Principal Delegate at first stated that the Commission accepted Mr. Koç's opinion. However, having heard the above-mentioned statements by the Agent, he acknowledged that "there may ... be good reasons for the Court not to continue its examination of the case at the present stage": the Delegates considered that there was no general interest militating in favour of pursuing such examination and they also took into account the indications given by the Agent with regard to the application of Article 50 (art. 50).

35. Consequently, the Court has to determine whether the conditions required for severing Mr. Koç's case from the two others and for striking it out of the list are fulfilled.

Under the terms of Rule 47 para. 1 of the Rules of Court, when the Party which has brought the case before the Court notifies the Registrar of its intention not to proceed with the case, the Court "shall, after having obtained the opinion of the Commission, decide whether or not it is

appropriate to approve the discontinuance and accordingly to strike the case out of its list". In this connection, the Court notes that the Government - the sole Party in the present proceedings (see Rule 1 para. (h)) - did not express a wish not to proceed with the case. In fact, the Government's suggestion referred not to paragraph 1 but to paragraph 2 of Rule 47. Paragraph 2 empowers the Court to strike out of the list a case referred to it by the Commission, but only when "informed of a friendly settlement, arrangement or other fact of a kind to provide a solution of the matter". Since the instant case was brought before it by both the Government and the Commission, the Court - even if the Government's suggestion could be considered as a notice of discontinuance - can strike the case out of the list as concerns Mr. Koç only in the event of the conditions in paragraph 2 of Rule 47 being satisfied. The Court must therefore establish whether in Mr. Koç's case there exists a friendly settlement, arrangement or other fact of a kind to provide a solution of the matter.

36. The Court takes formal notice of the Government's declaration that "the compulsory collection of costs from the applicant Koç in pursuance of the judgment of 6 December 1973 by the Assize Court attached to the Aachen Regional Court, varied in part by the decision of 5 June 1975 by the Cologne Court of Appeal, will not be carried out in future", "even if the applicant were to return to the Federal Republic of Germany" (see paragraph 29 above). The Court likewise takes note of what the Agent stated in connection with the possible application of Article 50 (art. 50) of the Convention as concerns Mr. Koç's necessary ancillary costs.

Nevertheless, the Government's declaration, being a unilateral act, cannot in the Court's view amount to a "friendly settlement" or an "arrangement" within the meaning of Rule 47 para. 2. Neither can it be regarded as a "fact of a kind to provide a solution of the matter". In point of fact, the waiver of recovery of the sums due by Mr. Koç is not prompted by reasons deriving from Article 6 para. 3 (e) (art. 6-3-e) of the Convention; the waiver results simply from the practical difficulties and cost of recovery, as well as from consideration of the applicant's family and financial situation. Furthermore, the waiver of recovery does not remove the applicant's legal interest to have established the incompatibility with the Convention of the Cologne Court of Appeal's judgment ordering him to pay the interpretation costs. The Government do not, by their above-mentioned declaration, admit that the German law and its application to Mr. Koç contravene Article 6 para. 3 (e) (art. 6-3-e). On the contrary, they maintain that the law and its application comply with the Convention. Since Mr. Koç has requested reimbursement of the ancillary costs incurred by him in the present proceedings, the retention of his case on the Court's list is also justified for the purposes of the possible application of Article 50 (art. 50) in his respect.

Retaining the case in its entirety on the list will facilitate providing the Government, who are seeking an interpretation of the Convention by the Court, with an answer of the completeness they are entitled to expect on account, notably, of the conflict of opinion as to the meaning of the provisions in issue; as the Delegates of the Commission rightly emphasised, this conflict lies at the root of the whole case.

37. Consequently, the Court decides not to sever Mr. Koç's case from the two others and not to strike it out of the list.

II. ON THE ALLEGED VIOLATION OF ARTICLE 6 PARA. 3 (E) (art. 6-3-e)

38. In the applicants' submission, the obligation to pay the interpretation costs, as imposed on them by the Bielefeld and Berlin Regional Courts and Cologne Court of Appeal, is in breach of Article 6 para. 3 (e) (art. 6-3-e) of the Convention which provides:

"Everyone charged with a criminal offence has the following minimum rights:

.....

(e) to have the free assistance of an interpreter if he cannot understand or speak the language used in court."

In its report, the Commission expressed the unanimous opinion that the decisions challenged by the applicants were in breach of Article 6 para. 3 (e) (art. 6-3-e). The Commission takes this provision to mean that every accused person who "cannot understand or speak the language used in court" must be granted the free assistance of an interpreter and may not have payment of the resulting costs subsequently claimed back from him.

The Government contest the correctness of this opinion. They submit that while Article 6 para. 3 (e) (art. 6-3-e) exempts the accused from paying in advance for the expenses incurred by using an interpreter, it does not prevent him from being made to bear such expenses once he has been convicted.

39. For the purposes of interpreting Article 6 para. 3 (e) (art. 6-3-e), the Court will be guided, as also were the Government and the Commission, by Articles 31 to 33 of the Vienna Convention of 23 May 1969 on the Law of Treaties (see the Golder judgment of 21 February 1975, Series A no. 18, p. 14, para. 29). In order to decide the issue arising in the present proceedings, the Court will therefore seek to ascertain "the ordinary meaning to be given to the terms" of Article 6 para. 3 (e) (art. 6-3-e) "in their context and in the light of its object and purpose" (Article 31 para. 1 of the Vienna Convention).

40. The Court finds, as did the Commission, that the terms "gratuitement"/"free" in Article 6 para. 3 (e) (art. 6-3-e) have in themselves

a clear and determinate meaning. In French, "gratuitement" signifies "d'une manière gratuite, qu'on donne pour rien, sans rétribution" (Litttré, Dictionnaire de la langue française), "dont on jouit sans payer" (Hatzfeld et Darmesteter, Dictionnaire général de la langue française), "à titre gratuit, sans avoir rien à payer", the opposite of "à titre onéreux" (Larousse, Dictionnaire de la langue française), "d'une manière gratuite; sans rétribution, sans contrepartie" (Robert, Dictionnaire alphabétique et analogique de la langue française). Similarly, in English, "free" means "without payment, gratuitous" (Shorter Oxford Dictionary), "not costing or charging anything, given or furnished without cost or payment" (Webster's Third New International Dictionary).

Consequently, the Court cannot but attribute to the terms "gratuitement" and "free" the unqualified meaning they ordinarily have in both of the Court's official languages: these terms denote neither a conditional remission, nor a temporary exemption, nor a suspension, but a once and for all exemption or exoneration. It nevertheless remains to be determined whether, as the Government contend the context as well as the object and purpose of the provision in issue negative the literal interpretation.

41. According to the Government, all the rights enumerated in Article 6 para. 3 (art. 6-3) are concerned with criminal proceedings and become devoid of substance once those proceedings, the fair conduct of which they are to guarantee, have been terminated by a final and binding judgment. The Government submitted that what are involved are certain minimum rights which - in specifying the content of the right to a fair trial as enshrined in Article 6 para. 1 (art. 6-1) - are granted only to an accused ("everyone charged with a criminal offence", "tout accusé"). The Government likewise place reliance on the presumption of innocence, which is enunciated in Article 6 para. 2 (art. 6-2) and which is rebutted on the final and binding conviction of the accused. Their reasoning is that the various guarantees of a fair trial, because they are intended to enable the accused to preserve the presumption of innocence, lapse at the same time as that presumption. In the Government's submission, the costs of the proceedings constitute a consequence of the conviction and accordingly fall entirely outside the ambit of Article 6 (art. 6).

42. The Court notes that, for the purpose of ensuring a fair trial, paragraph 3 of Article 6 (art. 6-3) enumerates certain rights ("minimum rights"/"notamment") accorded to the accused (a person "charged with a criminal offence"). Nonetheless, it does not thereby follow, as far as subparagraph (e) is concerned, that the accused person may be required to pay the interpretation costs once he has been convicted. To read Article 6 para. 3 (e) (art. 6-3-e) as allowing the domestic courts to make a convicted person bear these costs would amount to limiting in time the benefit of the Article and in practice, as was rightly emphasised by the Delegates of the Commission, to denying that benefit to any accused person who is

eventually convicted. Such an interpretation would deprive Article 6 para. 3 (e) (art. 6-3-e) of much of its effect, for it would leave in existence the disadvantages that an accused who does not understand or speak the language used in court suffers as compared with an accused who is familiar with that language - these being the disadvantages that Article 6 para. 3 (e) (art. 6-3-e) is specifically designed to attenuate.

Furthermore, it cannot be excluded that the obligation for a convicted person to pay interpretation costs may have repercussions on the exercise of his right to a fair trial as safeguarded by Article 6 (art. 6) (see the Golder judgment of 21 February 1975, Series A no. 18, p 18, para. 36), even if, as in the Federal Republic of Germany, an interpreter is appointed as a matter of course to assist every accused person who is not conversant with the language of the court. Making such an appointment admittedly eliminates in principle the serious drawbacks that would arise were an accused to defend himself in person in a language he did not master or fully master rather than incurring additional costs. Nevertheless, as was pointed out by the Delegates of the Commission, the risk remains that in some borderline cases the appointment or not of an interpreter might depend on the attitude taken by the accused, which might in turn be influenced by the fear of financial consequences.

Hence, it would run counter not only to the ordinary meaning of the terms "free"/"gratuitement" but also to the object and purpose of Article 6 (art. 6), and in particular of paragraph 3 (e) (art. 6-3-e) thereof, if this latter paragraph were to be reduced to the guarantee of a right to provisional exemption from payment – not preventing the domestic courts from making a convicted person bear the interpretation costs -, since the right to a fair trial which Article 6 (art. 6) seeks to safeguard would itself be adversely affected.

43. The Government derive from other sub-paragraphs of Article 6 para. 3 (art. 6-3) certain further arguments which, they contend, support their case.

They rely on sub-paragraph (c) (art. 6-3-c) which grants to everyone charged with a criminal offence the right "to defend himself in person or through legal assistance of his own choosing or, if he has not sufficient means to pay for legal assistance, to be given it free when the interests of justice so require". The Government likewise invoke sub-paragraph (d) (art. 6-3-d), according to which every accused has the right "to examine or have examined witnesses against him and to obtain the attendance and examination of witnesses on his behalf under the same conditions as witnesses against him".

The Government maintain that the words "free"/"gratuitement" employed in the two sub-paragraphs (c) and (e) (art. 6-3-c, art. 6-3-e) must have the same meaning in both provisions. In their submission, there is nothing to justify saying that in sub-paragraph (c) (art. 6-3-c) these words permanently

exempt the accused, subsequent to his conviction, from having to pay for legal assistance given in the circumstances specified in that sub-paragraph.

Furthermore, for the Government, the three sub-paragraphs (c), (d) and (e) of Article 6 para. 3 (art. 6-3-c, art. 6-3-d, art. 6-3-e) are distinguishable from the two preceding sub-paragraphs by reason of the fact that financial consequences are entailed in the exercise of the rights they set forth; it would be wrong to suppose, the Government argue, that the Convention should have established an arbitrary difference between the financial implications of each of the said rights by granting the accused once and for all exemption from payment of interpretation costs.

44. The Court does not accept this argument. The Court is not called on in the current proceedings to interpret sub-paragraphs (c) and (d) of Article 6 para. 3 (art. 6-3-c, art. 6-3-d), which are not concerned with the same situation as sub-paragraph (e) (art. 6-3-e). Accordingly, the Court does not intend to establish whether and for which reasons and under what conditions the expenses associated with these provisions may be awarded against or left to be borne by the accused after his conviction.

The Court restricts itself to the following remark: whatever the doubts that might be prompted by the interpretation of sub-paragraphs (c) and (d) (art. 6-3-c, art. 6-3-d), such doubts cannot be relied on in opposition to the clear meaning of the adjective "free" in sub-paragraph (e) (art. 6-3-e).

45. The Government assert in the last place that it would not be logical to exempt a convicted person from payment of the interpretation costs incurred during the trial and not from payment of any costs necessitated by the interpretation of the information referred to in sub-paragraph (a) (art. 6-3-a), according to which "everyone charged with a criminal offence has the (right) ... to be informed promptly, in a language which he understands and in detail, of the nature and cause of the accusation against him".

This argument really rests on the supposition that the right to the free assistance of an interpreter, as guaranteed by sub-paragraph (e) of paragraph 3 (art. 6-3-e), covers only the costs resulting from the interpretation at the trial hearing. However, it does not at first sight appear excluded that Article 6 para. 3 (e) (art. 6-3-e) applies also to the costs incurred by the interpretation of the accusation mentioned in sub-paragraph (a) (art. 6-3-a), as well as to the costs incurred by the interpretation of the reasons for arrest and of any charge brought - matters of which everyone who is arrested must, under Article 5 para. 2 (art. 5-2), be informed "in a language which he understands". The Court will return to this issue (at paragraphs 48 and 49 below) when determining whether the right stated in Article 6 para. 3 (e) (art. 6-3-e) extends to the costs that the German courts awarded against the applicants.

46. The Court thus finds that the ordinary meaning of the terms "gratuitement" and "free" in Article 6 para. 3 (e) (art. 6-3-e) is not contradicted by the context of the sub-paragraph and is confirmed by the

object and purpose of Article 6 (art. 6). The Court concludes that the right protected by Article 6 para. 3 (e) (art. 6-3-e) entails, for anyone who cannot speak or understand the language used in court, the right to receive the free assistance of an interpreter, without subsequently having claimed back from him payment of the costs thereby incurred.

47. It remains to be determined if and to what extent the contested decisions of the German courts are compatible with Article 6 para. 3 (e) (art. 6-3-e) so interpreted.

48. Before the Court a difference of opinion emerged between the Government and the Commission as to which costs come within the scope of Article 6 para. 3 (e) (art. 6-3-e). In the Government's submission, Article 6 para. 3 (e) (art. 6-3-e) "unambiguously and expressly settles the assistance of an interpreter at the oral hearing (audience)" but does not apply to other interpretation costs.

The Government's contention, the correctness of which is contested by the Delegates, cannot be accepted by the Court. Article 6 para. 3 (e) (art. 6-3-e) does not state that every accused person has the right to receive the free assistance of an interpreter at the oral hearing (*à l'audience*); it states that this right is accorded to him "if he cannot understand or speak the language used in court" ("*s'il ne comprend pas ou ne parle pas la langue employée à l'audience*"). As was pointed out by the Delegates, the latter words do no more than indicate the conditions for the granting of the free assistance of an interpreter. Furthermore, the English text "used in court", being wider than the French expression "*employée à l'audience*" (literally translated as "*used at the hearing*"), furnishes an additional argument in this respect.

Construed in the context of the right to a fair trial guaranteed by Article 6, paragraph 3 (e) (art. 6-3-e) signifies that an accused who cannot understand or speak the language used in court has the right to the free assistance of an interpreter for the translation or interpretation of all those documents or statements in the proceedings instituted against him which it is necessary for him to understand in order to have the benefit of a fair trial.

49. In this connection, certain differences exist between the three cases.

Mr. Luedicke had to pay DM 225.40 by way of interpretation costs, including DM 154.60 in respect of the oral hearing (see paragraph 16 above). The representatives appearing before the Court did not provide any details as to the nature of the remaining balance; accordingly, the Court cannot conclude that this balance falls outside the scope of the guarantee in Article 6 para. 3 (e) (art. 6-3-e).

As regards Mr. Koç, the interpretation costs are exclusively attributed to three hearings before the Assize Court attached to the Aachen Regional Court and amount respectively to DM 311.50 and DM 510.50 and DM 112.50 (see paragraph 27 above). Therefore, these costs indisputably come within the ambit of Article 6 para. 3 (e) (art. 6-3-e).

The interpretation costs awarded against Mr. Belkacem result from four distinct procedural steps, namely, the accused's appearance before the judge (DM 33.25), the review of his detention on remand (DM 67.60), the translation of the indictment (DM 90.20) and the trial hearing (DM 130.90) (see paragraph 22 above). In the Court's opinion, Article 6 para. 3 (e) (art. 6-3-e) covers all these costs.

50. Accordingly, the Court concludes that the contested decisions of the German courts were in breach of Article 6 para. 3 (e) (art. 6-3-e) of the Convention.

III. ON THE ALLEGED VIOLATION OF ARTICLE 14 (art. 14)

51. In their applications to the Commission, Mr. Luedicke and Mr. Belkacem alleged discrimination in that a foreigner not conversant with German may, on conviction, have to pay interpretation costs and thereby to bear a heavier financial liability than a national of the respondent State.

According to Mr. Luedicke, such treatment infringes Article 14 (art. 14) of the Convention, which provides:

"The enjoyment of the rights and freedoms set forth in this Convention shall be secured without discrimination on any ground such as sex, race, colour, language, religion, political or other opinion, national or social origin, association with a national minority, property, birth or other status."

52. In its decisions of 11 March 1976 (Mr. Luedicke) and 4 October 1976 (Mr. Belkacem and Mr. Koç) on admissibility, the Commission expressed the view that the applications "raise(d) questions ... under Article 14 (art. 14) with regard to the position of foreigners".

Nonetheless, in its report of 18 May 1977, the Commission stated that it had not deemed it necessary to pursue its examination of the case under this provision, since it followed from its conclusions regarding Article 6 para. 3 (e) (art. 6-3-e) that the payment of interpretation costs should not have been required of any individual. The Principal Delegate had declared in a separate opinion that he did not agree with this view.

Finally, in its request of 10 October 1977 bringing the case before the Court, the Commission asked the Court "to decide on the question whether the requirement that a convicted person should pay interpreter's fees ... also constitutes a breach of Article 14 in conjunction with Article 6 para. 3 (e) (art. 14+6-3-e)".

In the Government's submission, the applicants have not suffered any discriminatory treatment in breach of Article 14 (art. 14).

53. The Court, concurring with the Commission, considers that in the particular circumstances it is not necessary also to examine the case under Article 14 (art. 14). In the present case, only Article 6 para. 3 (e) (art. 6-3-e) is relevant. In order to secure the right to a fair trial, Article 6 para. 3 (e) (art. 6-3-e) seeks to prevent any inequality between an accused person who

is not conversant with the language used in court and an accused person who does speak and understand that language; hence, it is to be regarded as a particular rule in relation to the general rule embodied in Articles 6 para. 1 and 14 (art. 14+6-1) taken together. Accordingly, there is no scope for the application of the two latter provisions.

IV. ON THE APPLICATION OF ARTICLE 50 (art. 50)

54. Under Article 50 (art. 50) of the Convention, if the Court finds "that a decision or a measure taken" by any authority of a Contracting State "is completely or partially in conflict with the obligations arising from the ... Convention, and if the internal law of the said (State) allows only partial reparation to be made for the consequences of this decision or measure", the Court "shall, if necessary, afford just satisfaction to the injured party".

The Rules of Court specify that when the Court "finds that there is a breach of the Convention, it shall give in the same judgment a decision on the application of Article 50 (art. 50) of the Convention if that question, after being raised under Rule 47 bis, is ready for decision; if the question is not ready for decision, the (Court) shall reserve it in whole or in part and shall fix the further procedure" (Rule 50 para. 3, first sentence).

55. On 8 May 1978, the Delegates transmitted to the Court the applicants' observations on the application of Article 50 (art. 50) of the Convention. It emerges from these observations that Mr. Luedicke is asking for redress in the form of "reimbursement of the interpreter's fees paid by him and of any ancillary expenses incurred by him in these proceedings". Mr. Belkacem indicated that up till now he has not had to pay the interpretation costs and stated that he did not appear to have suffered any loss. He added that "the costs, including travel expenses, caused by his representation in these proceedings constitute a loss only in the broader sense"; they were also said to be "an additional consequence of the German court decisions". Mr. Koç specified that, in view of the declaration by the Agent of the Government to the effect that recovery of the costs would be waived, he refrained from claiming specific reparation; however, in the event of the Court agreeing with the Commission's conclusions, his request to the Court is that "the Federal Republic of Germany should be ordered to pay the ancillary costs incurred in the representation of the applicant in the present proceedings".

56. At the hearing on 25 May 1978, the Agent of the Government declared that "the Federal Republic of Germany would fully comply with its obligations under the Convention if the Court came to the conclusion that (there had been) a violation of the Convention, without it being necessary to make a further decision under Article 50 (art. 50) to ensure the execution of the Court's judgment". She indicated that the Government would not only table a Bill in the Bundestag to amend the law currently in force but also

take steps to remedy any other disadvantages that the applicants might have suffered in the context of these proceedings. The matter of the three applicants' necessary ancillary expenses, she added, would be settled with them by the competent authorities in a fair manner.

The Commission's Delegates stated that as a result of the Government's attitude, which they welcomed, they did not consider it necessary to make any observations in this connection.

57. Taking formal notice of the declaration made by the Agent of the Government, and noting the Delegates' statement, the Court considers that the question of the application of Article 50 (art. 50) of the Convention is ready for decision as regards the interpretation costs paid by Mr. Luedicke but not as regards the applicants' other claims which they have not for the moment quantified. It is therefore necessary to reserve the question as regards those claims and to fix the further procedure, taking due account of the eventuality contemplated in Rule 50 para. 5 of the Rules of Court.

FOR THESE REASONS, THE COURT

1. decides unanimously not to strike the case out of its list as far as the applicant Koç is concerned;
2. holds unanimously that there has been breach of Article 6 para. 3 (e) (art. 6-3-e) of the Convention;
3. holds unanimously that it is not necessary also to examine the case under Article 14 (art. 14);
4. holds unanimously that the Federal Republic of Germany must reimburse Mr. Luedicke for the interpretation costs that he was obliged to pay;
5. holds unanimously that the question of the application of Article 50 (art. 50) is not ready for decision as regards the applicants' other claims;

accordingly,

(a) reserves the said question in relation to those claims;

(b) invites those appearing before the Court to notify it, within three months from the delivery of this judgment, of any settlement at which the Government and the applicants may have arrived in connection therewith;

(c) reserves the further procedure to be followed on this question.

Done in French and in English, the French text being authentic, at the Human Rights Building, Strasbourg, this twenty-eighth day of November, one thousand nine hundred and seventy-eight.

Gérard J. WIARDA
President

Marc-André EISSEN
Registrar

Judges Mosler and Lagergren have annexed their separate opinions to the present judgment, in accordance with Article 51 para. 2 (art. 51-2) of the Convention and Rule 50 para. 2 of the Rules of Court.

G. J. W.
M.-A. E.

SEPARATE OPINION OF JUDGE MOSLER

(Translation)

I agree with the judgment in its entirety save only for one of the grounds that led the Chamber to retain Mr. Koç's case on its list. Since this decision is justified by reasons other than the one which I would like to question, I nonetheless arrive at the same result.

In the second sub-paragraph of paragraph 36 of the judgment, the Chamber rightly states that the Government's declaration to the effect that the compulsory collection of costs will not be carried out does not constitute a "fact of a kind to provide a solution of the matter". The Chamber concludes that it is not empowered by Rule 47 para. 2 of the Rules of Court to strike the case out of the list.

The Government made this declaration during the oral hearings before the Court (see paragraph 29 of the judgment). The direct and principal consequence of the Cologne Court of Appeal's judgment of 5 June 1975 of which Mr. Koç complained in his application is thus eliminated. However, Mr. Koç's legal interest to continue the proceedings before the Court subsists since there may be consequences which that declaration has not eliminated and which would give rise to an award of just satisfaction under Article 50 (art. 50) of the Convention. This ground for retaining the case on the list is also stressed by the Chamber (at the end of the second sub-paragraph of paragraph 36) but its main reason is that the declaration would not remove the applicant's legal interest to have established the incompatibility with the Convention of the Cologne Court of Appeal's judgment ordering him to pay the interpretation costs. In fact, the Government maintain that the German law and its application by the German courts to Mr. Koç comply with the Convention. As the judgment notes, the declaration is not prompted by reasons deriving from Article 6 para. 3 (e) (art. 6-3-e) of the Convention.

This reasoning appears to me to imply that an individual applying to the Commission is entitled not only to the cancellation of the act which constitutes the violation with respect to him and, if necessary, to an award of just satisfaction but also to a decision by the Court as to whether the law and the judicial decisions giving rise to the violation are compatible with the Convention. Moreover, the wording of the judgment seems to me to indicate that the reason why a Government cancels the act challenged in an application is a legally significant fact.

Everyone admits that Article 25 (art. 25) of the Convention does not give individuals a right to attack a Contracting Party's legislation. Each applicant must claim that there has been a violation with respect to him. If the act constituting the violation is cancelled during the proceedings before one or other of the Convention institutions, the application becomes without object

provided that the applicant has not suffered any prejudice other than the direct result of that act.

I do not consider that Article 25 (art. 25) can be interpreted as conferring on an applicant a legal interest to have established in his particular case the incompatibility with the Convention of either a State's law or a judgment of a national court founded on that law, unless such a finding is necessary in order to decide whether there is a violation of the Convention in the applicant's specific case. Since this last condition is satisfied on the present occasion, the Court must give a decision on Mr. Koç's case.

I have not disregarded the fact that the judgment limits the applicant's legal interest to his particular case. However, the reasoning is, to say the least, ambiguous. If it were taken to have the meaning which I have just given to it, I would not be in agreement with the consequences.

SEPARATE OPINION OF JUDGE LAGERGREN

I associate myself with the judgment but would like to state the following.

In the course of the proceedings much discussion has been devoted to the interpretation of sub-paragraph (c) of Article 6 para. 3 (art. 6-3-c) of the Convention. Taken on its own, the term "free" must necessarily have the same unqualified meaning in sub-paragraphs (c) and (e) of Article 6 para. 3 (art. 6-3-c, art. 6-3-e). In my opinion, it then follows from the wording of sub-paragraph (c) (art. 6-3-c) that the accused, subsequent to his conviction, must be exempted from having to pay for the legal assistance granted to him, at least for such time as he has not sufficient means to pay for it. If a higher court or authority finds on appeal that legal assistance was not in fact required in the interests of justice, the individual concerned should not be obliged to pay for such assistance, even if he acquires sufficient means.