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Nuclear Test Cases (Australia v. France, New Zealand v. France), December 20, 1974. International Court of Justice

Nuclear Test Cases

Australia v. France; New Zealand v. France

Judgments of the Court

On 20 December 1974, the International Court of Justice delivered judgment in the case concerning Nuclear Tests (New Zealand v. France). By 9 votes to 6, the court found that the claim of New Zealand no longer had any object and the court was therefore not called upon to give a decision thereon.

In the reasoning of its Judgment, the court adduced, *inter alia* the following considerations: Even before turning to the questions of jurisdiction and admissibility, the Court had first to consider the essentially preliminary question as to whether a dispute existed and to analyze the claim submitted to it (paras. 22-24 of Judgment); the proceedings instituted before the Court on May 1973 concerned the legality of atmospheric nuclear tests conducted by France in the South Pacific (par. 16 of Judgment); the original and ultimate objective of New Zealand was to obtain a termination of those tests (paras. 25-31 of Judgment); France, by various public statements made in 1974, announced its intention following the completion of the 1974 series of atmospheric tests, to cease the conduct of such tests (paras. 33-44 of Judgment); the Court found that the objective of New Zealand had in effect been accomplished, inasmuch as France had undertaken the obligation to hold no further nuclear tests in the atmosphere in the South Pacific (paras. 50-55 of Judgment); the dispute having thus disappeared, the claim no longer had any object and there was nothing on which to give judgment (paras. 58-62 of Judgment).

Upon the delivery of the Judgment, the order of 22 June 1973 indicating interim measures of protection ceased to be operative and the measures in question lapsed (para. 64 of Judgment).

Earlier in the day the Court delivered judgment in the case concerning *Nuclear Tests (Australia v. France)*.

*Analysis of the Two Judgments**

PROCEDURE (PARAS. 1-20 OF EACH JUDGMENT)

In its Judgment, the Court recalled that on 9 May 1973 the Applicant

*The analytical summary presented herein was made available by the Registry of the International Court of Justice.

instituted proceedings against France in respect of French atmospheric nuclear tests in the South Pacific. To found the jurisdiction of the Court, the Application relied on the General Act for the Pacific Settlement of International Disputes concluded at Geneva in 1928 and Articles 36 and 37 of the Statute of the Court. By a letter of 16 May 1973 France stated that it considered that the Court was manifestly not competent in the case, that it could not accept its jurisdiciton and that it requested the removal of the case from the Court's list.

The Applicant having requested the Court to indicate interim measures of protection, the Court, by an Order of 22 June 1973, indicated *inter alia* that, pending its final decision, France should avoid nuclear tests causing the deposit of radio-active fall-out on the territory of the Applicant. By various communications the Applicant informed the Court that further series of atmospheric tests took place in July-August 1973 and June-September 1974.

By the same Order of 22 June 1973, the Court, considering that it was necessary to begin by resolving the questions of the Court's jurisdiction and of the admissibility of the Application, decided that the proceedings should first be addressed to these questions. The Applicant filed a Memorial and presented argument at public hearings. It submitted that the Court had jurisdiction and that the Application was admissible. France did not file any Counter-Memorial and was not represented at the hearings; its attitude was defined in the above-mentioned letter of 16 May 1973.

With regard to the French request that the case be removed from the list—a request which the Court, in its Order of 22 June 1973, had duly noted while feeling unable to accede to it at that stage—, the Court observed that it had the opportunity of examining the request in the light of the subsequent proceedings. It found that the present case was not one in which the procedure of summary removal from the list would be appropriate. it was to be regretted that France had failed to appear in order to put forward its arguments, but the Court nevertheless had to proceed and reach a conclusion, having regard to the evidence brought before it and the arguments addressed to it by the Applicant, and also to any documentary or other evidence which might be relevant.

OBJECT OF THE CLAIM (PARAS. 21-41 OF THE JUDGMENT IN THE AUSTRALIAN CASE, AND 21-44 IN THE NEW ZEALAND CASE)

The present phase of the proceedings concerned the jurisdiction of the Court and admissibility of the Application. In examining such questions, the Court was entitled, and in some circumstances may be required, to go into other questions which may not be strictly capable of classification as matters of jurisdiction or admissibility but are of such a nature as to require examination in priority to those matters. By virtue of an inherent jurisdiction which the Court possesses *qua* judicial organ, it had first to examine a question which it found to be essentially preliminary, namely the existence of a dispute, for, whether or not

the Court had jurisdiction in the present case, the resolution of that question could exert a decisive influence on the continuation of the proceedings. It was therefore necessary for it to make a detailed analysis of the claim submitted in the Application, which is required by Article 40 of the Statute to indicate the subject of the dispute.

In its Application, Australia asked the Court:

> to adjudge and declare that "the carrying out of further atmospheric nuclear weapon tests in the South Pacific Ocean is not consistent with applicable rules of international law" and to order "that the French Republic shall not carry out any further such tests."

New Zealand, in its Application, asked the Court:

> to adjudge and declare: That the conduct by the French Government of nuclear tests in the South Pacific region that give rise to radio-active fall-out constitutes a violation of New Zealand's rights under international law, and that these rights will be violated by any further such tests.

It was essential to consider whether the Applicant requested a judgment which would only state the legal relationship between the Parties or a judgment requiring one of the Parties to take, or refrain from taking, some action. The Court had the power to interpret the submissions of the Parties and to exclude, when necessary, certain elements which are to be viewed, not as indications of what the Party is asking the Court to decide, but as reasons advanced why it should decide in the sense contended for. In the present case, if account was taken of the Application as a whole, the diplomatic exchanges between the Parties in recent years, the arguments of the Applicant before the Court and the public statements made on its behalf during and after the oral proceedings, it became evident that the Applicant's original and ultimate objective was and had remained to obtain a termination of French atmospheric nuclear tests in the South Pacific.

In these circumstances, the Court was bound to take note of further developments, both prior to and subsequent to the close of the oral proceedings, namely certain public statements by French authorities, of which some were mentioned before the Court at public hearings and others were made subsequently. It would have been possible for the Court, had it considered that the interests of justice so required, to have afforded the Parties the opportunity, *e.g.*, by reopening the oral proceedings, of addressing to the Court comments on the statements made since the close of those proceedings. Such a course, however, would have been justified only if the matter dealt with in those statements had been completely new or had not been raised during the proceedings, which was manifestly not the case. The Court was in possession not only of the statements made by the French authorities in question but also of the views of the Applicant on them.

The first of these statements was contained in a communiqué which was

issued by the Office of the President of the French Republic on 8 June 1974 and transmitted in particular to the Applicant: ". . . in view of the stage reached in carrying out the French nuclear defence programme France will be in a position to pass on to the stage of underground explosions as soon as the series of tests planned for this summer is completed." Further statements were contained in a Note from the French Embassy in Wellington (10 June), a letter from the President of France to the Prime Minister of New Zealand (1 July), a press conference given by the President of the Republic (25 July), a speech made by the Minister for Foreign Affairs in the United Nations General Assembly (25 September) and a television interview and press conference by the Minister for Defence (16 August and 11 October). The Court considered that these statements conveyed an announcement by France of its intention to cease the conduct of atmospheric nuclear tests following the conclusion of the 1974 series.

With respect to this series of statements and their legal implications, the text of the Court's opinion was as follows (para. 35ff. of the judgment in New Zealand v. France):

35. It will be convenient to take the statements referred to above in chronological order. The first statement is contained in the communiqué issued by the Office of the President of the French Republic on 8 June 1974, shortly before the commencement of the 1974 series of French nuclear tests:

> The Decree reintroducing the security measures in the South Pacific nuclear test zone has been published in the Official Journal of 8 June 1974.
>
> The Office of the President of the Republic takes this opportunity of stating that in view of the stage reached in carrying out the French nuclear defence programme France will be in a position to pass on to the stage of underground explosions as soon as the series of tests planned for this summer is completed.

36. The second is contained in a Note of 10 June 1974 from the French Embassy in Wellington to the New Zealand Ministry of Foreign Affairs:

> It should . . . be pointed out that the decision taken by the Office of the President of the French Republic to have the opening of the nuclear test series preceded by a press communique represents a departure from the practice of previous years. This procedure has been chosen in view of the fact that a new element has intervened in the development of the programme for perfecting the French deterrent force. This new element is as follows: France, at the point which has been reached in the execution of its programme of defence by nuclear means, will be in a position to move to the stage of underground firings as soon as the test series planned for this summer is completed.
>
> Thus the atmospheric tests which will be carried out shortly will, in the normal course of events, be the last of this type.
>
> The French authorities express the hope that the New Zealand Government will find this information of some interest and will wish to take it into consideration.

37. As indicated by counsel for the applicant at the hearing of 10 July 1974, the reaction of the New Zealand Prime Minister to this second statement was expressed in a letter to the President of the French Republic dated 11 June 1974, from which the following are two extracts:

> . . . I have noted that the terms of the announcement do not represent an unqualified renunciation of atmospheric testing for the future.
>
> I would hope that even at this stage you would be prepared to weigh the implications of any further atmospheric testing in the Pacific and resolve to put an end to this activity which has been the source of grave anxiety to the people in the Pacific region for more than a decade.

Thus the phrase "in the normal course of events" was regarded by New Zealand as qualifying the statement made, so that it did not meet the expectations of the Applicant, which evidently regarded those words as a form of escape clause. This is clear from the observations of counsel for New Zealand at the hearing of 10 July 1974. In a Note of 17 June 1974, the New Zealand Embassy in Paris stated that it had good reason to believe that France had carried out an atmospheric nuclear test on 16 June and made this further comment:

> The announcement that France will proceed to underground tests in 1975, while presenting a new development, does not affect New Zealand's fundamental opposition to all nuclear testing, nor does it in any way reduce New Zealand's position to the atmospheric tests set down for this year: the more so since the French Government is unable to give firm assurances that no atmospheric testing will be undertaken after 1974.

38. The third French statement is contained in a reply made on 1 July 1974 by the President of the Republic to the New Zealand Prime Minister's letter of 11 June:

> In present circumstances, it is at least gratifying for me to note the positive reaction in your letter to the announcement in the communiqué of 8 June 1974 that we are going over to underground tests. There is in this a new element whose importance will not, I trust, escape the New Zealand Government.

39. These three statements were all drawn to the notice of the Court by the Applicant at the time of the oral proceedings. As already indicated, the Court will also have to consider the relevant statements subsequently made by the French authorities: on 25 July 1974 by the President of the Republic; on 16 August 1974 by the Minister of Defence; on 25 September 1974 by the Minister of Foreign Affairs in the United Nations General Assembly; and on 11 October 1974 by the Minister of Defence.

40. The next statement to be considered, therefore, will be that made on 25 July at a press conference given by the President of the Republic, when he said:

> . . . on this question of nuclear tests, you know that the Prime Minister had publicly expressed himself in the National Assembly in his speech introducing the Government's programme. He had indicated that French nuclear testing would continue. I had myself made it clear that this round of atmospheric tests would be the last, and so the members of the Government were completely informed of our intentions in this respect . . .

41. On 16 August 1974, in the course of an interview on French television, the Minister of Defence said that the French Government had done its best to ensure that the 1974 nuclear tests would be the last atmospheric tests.

42. On 25 September 1974, the French Minister for Foreign Affairs, addressing the United Nations General Assembly, said:

> We have now reached a stage in our nuclear technology that makes it possible for us to continue our programme by underground testing, and we have taken steps to do so as early as next year.

43. On 11 October 1974, the Minister of Defence held a press conference during which he stated twice, in almost identical terms, that there would not be any atmospheric tests in 1975 and that France was ready to proceed to underground tests. When the comment was made that he had not added "in the normal course of events," he agreed that he had not. This latter point is relevant in view of the Note of 10 June 1974 from the French Embassy in Wellington to the Ministry of Foreign Affairs of New Zealand (paragraph 36 above), to the effect that the atmospheric tests contemplated "will, in the normal course of events, be the last of this type." The Minister also mentioned that, whether or not other governments had been officially advised of the decision, they could become aware of it through the press and by reading the communiques issued by the Office of the President of the Republic.

44. In view of the foregoing, the Court finds that the communique issued on 8 June 1974 (paragraph 35 above), the French Embassy's Note of 10 June 1974 (paragraph 36 above) and the President's letter of 1 July 1974 (paragraph 38) conveyed to New Zealand the announcement that France, following the conclusion of the 1974 series of tests, would cease the conduct of atmospheric nuclear tests. Special attention is drawn to the hope expressed in the Note of 10 June 1974 "that the New Zealand Government will find this information of some interest and will wish to take it into consideration," and the reference in that Note and in the letter of 1 July 1974 to "a new element" whose importance is urged upon the New Zealand Government. The Court must consider in particular the President's statement of 25 July 1974 (paragraph 40 above) followed by the Defence Minister's statement of 11 October 1974 (paragraph 43). These reveal that the official statements made on behalf of France concerning future nuclear testing are not subject to whatever proviso, if any, was implied by the expression "in the normal course of events [*normalement*]."

* * *

45. Before considering whether the declarations made by the French authorities meet the object of the claim by the Applicant that no further atmospheric nuclear tests should be carried out in the South Pacific, it is first necessary to determine the status and scope on the international plane of these declarations.

46. It is well recognized that declarations made by way of unilateral acts, concerning legal or factual situations, may have the effect of creating legal obligations. Declarations of this kind may be, and often are, very specific. When it is the intention of the State making the declaration that it should

become bound according to its terms, that intention confers on the declaration the character of a legal undertaking, the State being thenceforth legally required to follow a course of conduct consistent with the declaration. An undertaking of this kind, if given publicly, and with an intent to be bound, even though not made within the context of international negotiations, is binding. In these circumstances, nothing in the nature of a *quid pro quo*, nor any subsequent acceptance of the declaration, nor even any reply or reaction from other States, is required for the declaration to take effect, since a requirement would be inconsistent with the strictly unilateral nature of the juridical act by which the pronouncement by the State was made.

47. Of course, not all unilateral acts imply obligation; but a State may choose to take up a certain position in relation to a particular matter with the intention of being bound—the intention is to be ascertained by interpretation of the act. When States make statements by which their freedom of action is to be limited, a restrictive interpretation is called for.

48. With regard to the question of form, it should be observed that this is not a domain in which international law imposes any special or strict requirements. Whether a statement is made orally or in writing makes no essential difference, for such statements made in particular circumstances may create commitments in international law, which does not require that they should be couched in written form. Thus the question of form is not decisive. As the Court said in its Judgment on the preliminary objections in the case concerning the *Temple of Preah Vihear:*

> Where . . . as is generally the case in international law, which places the principal emphasis on the intention of the parties, the law prescribes no particular form, parties are free to choose what form they please provided their intention clearly results from it. (*I.C.J. Reports 1961*, p. 31.)

The Court further stated in the same case: ". . . the sole relevant question is whether the language employed in any given declaration does reveal a clear intention. . ." (*Ibid.*, p. 32).

49. One of the basic principles governing the creation and performance of legal obligations, whatever their source, is the principle of good faith. Trust and confidence are inherent in international co-operation, in particular in an age when this co-operation in many fields is becoming increasingly essential. Just as the very rule of *pacta sunt servanda* in the law of treaties is based on good faith, so also is the binding character of an international obligation assumed by unilateral declaration. Thus interested States may take cognizance of unilateral declarations and place confidence in them, and are entitled to require that the obligation thus created be respected.

* * *

50. Having examined the legal principles involved, the Court will now turn to the particular statements made by the French Government. The Government of New Zealand has made known to the Court its own interpretation of some of

these statements at the oral proceedings (paragraph 27 above). As to subsequent statements, reference may be made to what was said by the Prime Minister of New Zealand on 1 Novermber 1974 (paragraph 28 above). It will be observed that New Zealand has recognized the possibility of the dispute being resolved by a unilateral declaration, of the kind specified above, on the part of France. In the public statement of 1 November 1974, it is stated that "Until we have an assurance that nuclear testing of this kind is finished for good, the dispute between New Zealand and France persists." This is based on the view that "the option of further atmospheric tests has been left open." The Court must however form its own view of the meaning and scope intended by the author of a unilateral declaration which may create a legal obligation, and cannot in this respect be bound by the view expressed by another State which is in no way a party to the text.

51. Of the statements by the French Government now before the Court, the most essential are clearly those made by the President of the Republic. There can be no doubt, in view of his functions, that his public communications or statements, oral or written, as Head of State, are in international relations acts of the French State. His statements, and those of members of the French Government acting under his authority, up to the last statement made by the Minister of Defence (of 11 October 1974), constitute a whole. Thus, in whatever form these statements were expressed, they must be held to constitute an engagement of the State, having regard to their intention and to the circumstances in which they were made.

52. The unilateral statements of the French authorities were made outside the Court, publicly and *erga omnes*, even if some of them were communicated to the Government of New Zealand. As was observed above, to have legal effect, there was no need for these statements to be addressed to a particular State, nor was acceptance by any other State required. The general nature and characteristics of these statements are decisive for the evaluation of the legal implications, and it is to the interpretation of the statements that the Court must now proceed. The Court is entitled to presume, at the outset, that these statements were made *in vacuo*, but in relation to the tests which constitute the very object of the present proceedings, although France has not appeared in the case.

53. In announcing that the 1974 series of atmospheric tests would be the last, the French Government conveyed to the world at large, including the Applicant, its intention effectively to terminate these tests. It was bound to assume that other States might take note of these statements and rely on their being effective. The validity of these statements and their legal consequences must be considered within the general framework of the security of international intercourse, and the confidence and trust which are so essential in the relations among States. It is from the actual substance of these statements and from the circumstances attending their making, that the legal implications of the

unilateral act must be deduced. The objects of these statements are clear and they were addressed to the international community as a whole, and the Court holds that they consitutute an undertaking possessing legal effect. The Court considers that the President of the Republic, in deciding upon the effective cessation of atmospheric tests, gave an undertaking to the international community to which his words were addressed. It is true that the French Government has consistently maintained that its nuclear experiments do not contravene any subsisting provision of international law, nor did France recognize that it was bound by any rule of international law to terminate its tests, but this does not affect the legal consequences of the statements examined above. The Court finds that the unilateral undertaking resulting from these statements cannot be interpreted as having been made in implicit reliance on an arbitrary power of reconsideration. The Court finds further that the French Government has undertaken an obligation the precise nature and limits of which must be understood in accordance with the actual terms in which they have been publicly expressed.

54. The Court will now confront the commitment entered into by France with the claim advanced by the Applicant. Though the latter has formally requested from the Court a finding on the rights and obligations of the Parties, it has throughout the dispute maintained as its final objective the termination of the tests. It has sought from France an assurance that the French programme of atmospheric nuclear testing would come to an end. While expressing its opposition to the 1974 tests, the Government of New Zealand made specific reference to an assurance that "1974 will see the end of atmospheric nuclear testing in the South Pacific" (paragraph 33 above). On more than one occasion it has indicated that it would be ready to accept such an assurance. Since the Court now finds that a commitment in this respect has been entered into by France, there is no occasion for a pronouncement in respect of rights and obligations of the Parties concerning the past—which in other circumstances the Court would be entitled and even obliged to make—whatever the date by reference to which such pronouncement might be made.

55. Thus the Court faces a situation in which the objective of the Applicant has in effect been accomplished, inasmuch as the Court finds that France has undertaken the obligation to hold no further nuclear tests in the atmosphere in the South Pacific.

56. This conclusion is not affected by a reference made by the New Zealand Government, in successive diplomatic Notes to the French Government from 1966 to 1974, to a formal reservation of "the right to hold the French Government responsible for any damage or losses received by New Zealand . . . as a result of any nuclear weapons tests conducted by France"; for no mention of any request for damages is made in the Application, and at the public hearing of 10 July 1974 the Attorney-General of New Zealand specifically

stated: "My Government seeks a halt to a hazardous and unlawful activity, and not compensation for its continuance." The Court therefore finds that no question of damages in respect of tests already conducted arises in the present case.

57. It must be assumed that had New Zealand received an assurance, on one of the occasions when this was requested, which, in its interpretation, would have been satisfactory, it would have considered the dispute as concluded and would have discontinued the proceedings in accordance with the Rules of Court. If it has not done so, this does not prevent the Court from making its own independent finding on the subject. It is true that "the Court cannot take into account declarations, admissions or proposals which the Parties may have made during direct negotiations between themselves, when such negotiations have not led to a complete agreement" (*Factory at Chorzow (Merits), P.C.I.J., Series A, No. 17,* p. 51). However, in the present case, that is not the situation before the Court. The Applicant has clearly indicated what would satisfy its claim, and the Respondent has independently taken action; the question for the Court is thus one of interpretation of the conduct of each of the Parties. The conclusion at which the Court has arrived as a result of such interpretation does not mean that it is itself effecting a compromise of the claim; the Court is merely ascertaining the object of the claim and the effect of the Respondent's action, and this it is obliged to do. Any suggestion that the dispute would not be capable of being terminated by statements made on behalf of France would run counter to the unequivocally expressed views of the Applicant both before the Court and elsewhere.

58. The Court, as a court of law, is called upon to resolve existing disputes between States. Thus the existence of a dispute is the primary condition for the Court to exercise its judicial function; it is not sufficient for one party to assert that there is a dispute, since "Whether there exists an international dispute is a matter for objective determination" by the Court (*Interpretation of Peace Treaties with Bulgaria, Hungary and Romania (First Phase), Advisory Opinion, I.C.J. Reports 1950,* p. 74). The dispute brought before it must therefore continue to exist at the time when the Court makes its decision. It must not fail to take cognizance of a situation in which the dispute has disappeared because the final objective which the Applicant has maintained throughout has been achieved by other means. If the declarations of France concerning the effective cessation of the nuclear tests have the significance described by the Court, that is to say if they have caused the dispute to disappear, all the necessary consequences must be drawn from this finding.

59. It may be argued that although France may have undertaken such an obligation, by a unilateral declaration, not to carry out atmospheric nuclear tests in the South Pacific region, a judgment of the Court on this subject might still be of value because, if the Judgment upheld the Applicant's contentions, it

would reinforce the position of the Applicant by affirming the obligation of the Respondent. However, the Court having found that the Respondent has assumed an obligation as to conduct, concerning the effective cessation of nuclear tests, no further judicial action is required. The Applicant has repeatedly sought from the Respondent an assurance that the tests would cease, and the Respondent has, on its own initiative, made a series of statements to the effect that they will cease. Thus the Court concludes that, the dispute having disappeared, the claim advanced by New Zealand no longer has an object. It follows that any further finding would have no *raison d'etre.*

60. This is not to say that the Court may select from the cases submitted to it those it feels suitable for judgment while refusing to give judgment in others. Article 38 of the Court's Statute provides that its function is "to decide in accordance with international law such disputes as are submitted to it"; but not only Article 38 itself but other provisions of the Statute and Rules also make it clear that the Court can exercise its jurisdiction in contentious proceedings only when a dispute genuinely exists between the parties. In refraining from further action in this case the Court is therefore merely acting in accordance with the proper interpretation of its judicial function.

61. The Court has in the past indicated considerations which would lead it to decline to give judgment. The present case is one in which "circumstances that have . . . arisen render any adjudication devoid of purpose" (*Northern Cameroons, Judgment, I.C.J. Reports 1963,* p. 38). The Court therefore sees no reason to allow the continuance of proceedings which it knows are bound to be fruitless. While judicial settlement may provide a path to international harmony in circumstances of conflict, it is none the less true that the needless continuance of litigation is an obstacle to such harmony.

62. Thus the Court finds that no further pronouncement is required in the present case. It does not enter into the adjudicatory functions of the Court to deal with issues *in abstracto,* once it has reached the conclusion that the merits of the case no longer fall to be determined. The object of the claim having clearly disappeared, there is nothing on which to give judgment.

* * *

63. Once the Court has found that a State has entered into a commitment concerning its future conduct it is not the Court's function to contemplate that it will not comply with it. However, the Court observes that if the basis of this Judgment were to be affected, the Applicant could request an examination of the situation in accordance with the provisions of the Statute; the denunciation by France, by letter dated 2 January 1974, of the General Act for the Pacific Settlement of International Disputes, which is relied on as a basis of jurisdiction in the present case, cannot constitute by itself an obstacle to the presentation of such a request.

64. In its above-mentioned Order of 22 June 1973, the Court stated that the provisional measures therein set out were indicated "pending its final decision in the proceedings instituted on 9 May 1973 by New Zealand against France." It follows that such Order ceases to be operative upon the delivery of the present Judgment, and that the provisional measures lapse at the same time.

* * *

65. For these reasons,

THE COURT,

by nine votes to six,

finds that the claim of New Zealand no longer has any object and that the Court is therefore not called upon to give a decision thereon.

Done in English and in French, the English text being authoritative, at the Peace Palace, The Hague, this twentieth day of December, one thousand nine hundred and seventy-four, in three copies, one of which will be placed in the archives of the Court and the others transmitted to the Government of New Zealand and the Government of the French Republic, respectively.

(*Signed*) Manfred LACHS,
President.

(*Signed*) S. AQUARONE,
Registrar.

JUDGES FORSTER, GROS, PETREN and IGNACIO-PINTO append separate opinions to the Judgment of the Court.

Judges ONYEAMA, DILLARD, JIMENEZ DE ARECHAGA and Sir Humphrey WALDOCK append a joint dissenting opinion, and Judge DE CASTRO and Judge *ad hoc* Sir Garfield BARWICK append dissenting opinions to the Judgment of the Court.

(*Initialled*) M.L.
(*Initialled*) S.A.