SEPARATE OPINION OF JUDGE TOMKA

Jurisdiction of the Court under Article XXXI of the Pact of Bogotá — Interpretation of Article XXXI of the Pact of Bogotá — The meaning and purpose of the phrase "so long as the present Treaty is in force" — No temporal limitation of the Court's jurisdiction under Article XXXI — Requirement that the Pact of Bogotá be in force when the Application instituting proceedings is filed — No new claim formulated by Nicaragua after the filing of the Application and the lapse of the title of jurisdiction.

Nicaragua's straight baselines — Finding of the Court that they are not in conformity with international law — No legal consequences drawn by the Court from this finding — Obligation of Nicaragua to bring its straight baselines in the Caribbean Sea into conformity with UNCLOS.

Although I have voted in favour of all the conclusions reached by the Court, there are two issues on which I wish to offer some observations.

I. JURISDICTION

1. The first issue concerns the jurisdiction of the Court in this case. In its Judgment rendered on 17 March 2016, the Court found

> "that it has jurisdiction, on the basis of Article XXXI of the Pact of Bogotá, to adjudicate upon the dispute between the Republic of Nicaragua and the Republic of Colombia referred to in subparagraph 1 *(b)* above [i.e. the 'dispute regarding the alleged violations by Colombia of Nicaragua's rights in the maritime zones which, according to Nicaragua, the Court declared in its 2012 Judgment appertain to Nicaragua']"[1].

2. In the resumed proceedings on the merits, Colombia subsequently argued that "the Court lacks jurisdiction *ratione temporis* to consider any claims that are based on events that are alleged to have transpired after Colombia ceased to be bound by the provisions of the Pact"[2], that is, after 26 November 2013. According to the Respondent, Article XXXI, read together with Article LVI of the Pact, provides for "a clear temporal limitation to Colombia's consent to the Court's jurisdiction over a dispute concerning the existence of any fact which, if established, could constitute the breach of an international obligation"[3]. Therefore, in Colombia's view, "no jurisdictional basis exists for the Court to rule on any of the facts alleged to have occurred *after* the Pact ceased to be in effect for Colombia"[4].

3. It has, however, to be emphasized that Colombia did not include this argument in its final submissions — not in its Counter-Memorial or Rejoinder, nor at the end of the oral proceedings. The

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[1] *Alleged Violations of Sovereign Rights and Maritime Spaces in the Caribbean Sea (Nicaragua* v. *Colombia), Preliminary Objections, Judgment, I.C.J. Reports 2016 (I)*, pp. 42-43, para. 111.

[2] Counter-Memorial of the Republic of Colombia, para. 1.15. The argument has been further elaborated in paras. 4.19-4.21 of the Counter-Memorial, in paras. 3.6-3.36 of the Rejoinder of the Republic of Colombia and during the hearings (see CR 2021/15, pp. 14-18, paras. 31-46 (Bundy) and CR 2021/18, pp. 32-35, paras. 18-33 (Bundy)).

[3] CR 2021/15, p. 15, para. 37 (Bundy).

[4] *Ibid*., p. 15, para. 34 (emphasis in the original).

Court nevertheless considered it necessary to rule on this argument in the operative clause of the present Judgment (paragraph 261 (1)).

4. Article XXXI of the Pact has to be interpreted according to the customary rules on treaty interpretation which, as the Court has repeatedly stated, are reflected in Articles 31 and 32 of the Vienna Convention on the Law of Treaties[5].

5. Article XXXI of the Pact of Bogotá provides:

> "In conformity with Article 36, paragraph 2, of the Statute of the International Court of Justice, the High Contracting Parties declare that they recognize in relation to any other American State, the jurisdiction of the Court as compulsory *ipso facto*, without the necessity of any special agreement so long as the present Treaty is in force, in all disputes of a juridical nature that arise among them concerning:
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> *(a)* The interpretation of a treaty;
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> *(b)* Any question of international law;
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> *(c)* The existence of any fact which, if established, would constitute the breach of an international obligation;
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> *(d)* The nature or extent of the reparation to be made for the breach of an international obligation."

6. Denunciation of the Pact of Bogotá is governed by Article LVI, which reads:

> "The present Treaty shall remain in force indefinitely, but may be denounced upon one year's notice, at the end of which period it shall cease to be in force with respect to the State denouncing it, but shall continue in force for the remaining signatories. The denunciation shall be addressed to the Pan American Union, which shall transmit it to the other Contracting Parties.
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> The denunciation shall have no effect with respect to pending procedures initiated prior to the transmission of the particular notification."

7. Before interpreting Article XXXI of the Pact of Bogotá, it may be useful, as a preliminary matter, to make two observations. First, it is noteworthy that Article XXXI of the Pact is modelled on the text of Article 36, paragraph 2, of the Court's Statute. One key difference between the two provisions is that instead of providing an acceptance of jurisdiction by each State party to the Statute individually by way of a declaration, Article XXXI creates jurisdiction between the American States which are parties to the Pact. As the Court has previously observed, Article XXXI of the Pact is an "autonomous" basis of jurisdiction, distinct from Article 36, paragraph 2, of the Court's Statute[6]. It is a treaty provision conferring jurisdiction upon the Court in accordance with Article 36, paragraph 1, of the Statute.

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[5] *Alleged Violations of Sovereign Rights and Maritime Spaces in the Caribbean Sea (Nicaragua* v. *Colombia), Preliminary Objections, Judgment, I.C.J. Reports 2016 (I)*, p. 19, para. 35, referring to various past judgments of the Court.

[6] *Border and Transborder Armed Actions (Nicaragua* v. *Honduras), Jurisdiction and Admissibility, Judgment, I.C.J. Reports 1988*, p. 85, para. 36.

8. Second, an important conceptual distinction has to be made between the validity in time of a title of jurisdiction on the one hand, and on the other hand, the temporal scope of jurisdiction conferred by the title of jurisdiction, that is, a temporal limitation attached to the title excluding, for example, disputes arising prior to a certain date[7]. At risk of stating the obvious, there must exist a valid title of jurisdiction between the parties at the date of the institution of proceedings for the Court to have jurisdiction over a dispute in the first place[8]. The title invoked must be in force; this goes to the validity in time of a title of jurisdiction. The Court must then ascertain whether the title of jurisdiction provides for any temporal conditions, and if so whether the dispute comes within the temporal scope of the title. In this sense, temporal conditions are an element of the definition of the class of disputes to which consent extends[9]. They go to the Court's jurisdiction itself; they do not go to the validity in time of the title of jurisdiction, which is a distinct, separate issue.

9. Once this distinction between validity in time of a title of jurisdiction and temporal conditions in the title of jurisdiction is appreciated, it becomes clear that Colombia's interpretation cannot be accepted. Interpreting Article XXXI as a whole, in its context and in light of the object and purpose of the Pact, it must be concluded that Article XXXI does not contain any temporal condition or limitation.

10. The phrase "so long as the present Treaty is in force" does not, in its plain meaning, suggest any temporal condition as to the disputes over which the Court has jurisdiction. This is not the purpose of this phrase. The phrase simply concerns the validity in time of the title of jurisdiction. It specifies that a State party to the Pact recognizes the jurisdiction of the Court without the necessity of any special agreement so long as it remains a party to it. The consent of a State to the Court's jurisdiction remains valid from the moment it becomes a party to the Pact of Bogotá until the moment it ceases to be a party thereto. Thus, a Contracting Party to the Pact may institute proceedings against any other Contracting Party "so long as the . . . Treaty is in force" between them. I do not share the Court's view that the phrase "so long as the present Treaty is in force" in Article XXXI of the Pact of Bogotá "limits the period within which such a dispute must have arisen" (Judgment, paragraph 40). Certainly, a dispute must, according to the Court's well-established jurisprudence, exist at the moment of filing the application instituting the proceedings and the applicant may validly institute proceedings only when the title of jurisdiction invoked is in force. But the phrase in question does not limit the period within which the dispute must have arisen, as the Court opines. In fact, a dispute may have arisen even before the Pact of Bogotá has entered into force in relations between the parties to a dispute. Such dispute may be brought before the Court if, subsequent to the dispute's emergence, the Pact of Bogotá has entered into force as between the disputing parties[10].

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[7] Malcolm N. Shaw, *Rosenne's Law and Practice of the International Court: 1920-2015*, Vol. II, 5th ed., 2016, p. 934, para. 236. Many States in their declarations accepting the Court's jurisdiction specify that they do so only in respect of disputes arising after the declaration is made or disputes arising out of facts and situations subsequent to the date of the declaration. However, if no such statement is contained in the declaration, the State recognizes the jurisdiction of the Court by such declaration with regard to disputes irrespective of when they have arisen or when the facts or situations which have given rise to a dispute occurred.

[8] *Application of the Convention on the Prevention and Punishment of the Crime of Genocide (Croatia* v. *Serbia), Preliminary Objections, Judgment, I.C.J. Reports 2008*, p. 445, para. 95; see also *Alleged Violations of Sovereign Rights and Maritime Spaces in the Caribbean Sea (Nicaragua* v. *Colombia), Preliminary Objections, Judgment, I.C.J. Reports 2016 (I)*, p. 18, para. 33.

[9] Hugh Thirlway, *The Law and Procedure of the International Court of Justice: Fifty Years of Jurisprudence,* Vol. I, 2013, p. 797.

[10] The best example is a dispute brought before the Court by Bolivia on 24 April 2013 against Chile. Chile ratified the Pact of Bogotá on 15 April 1974 while Bolivia did so only on 9 June 2011. The dispute between them had arisen several decades earlier. See *Obligation to Negotiate Access to the Pacific Ocean (Bolivia* v. *Chile), Preliminary Objection, Judgment, I.C.J. Reports 2015 (II)*, p. 601, para. 21, as well as the Judgment on the merits in the same case*, I.C.J. Reports 2018 (II),* pp. 518-538, paras. 19-83.

11. The phrases "[a]ny question of international law" and "[t]he existence of any fact which, if established, would constitute the breach of an international obligation" found in Article XXXI, subparagraphs *(b)* and *(c)*, of the Pact do not point to a different conclusion. These phrases in their ordinary meaning do not intimate any temporal condition as to the disputes over which the Court has jurisdiction. I agree with the Court's Judgment that the categories listed in Article XXXI concern the subject-matter of the disputes (Judgment, paragraph 40). This observation is consistent with the Court's interpretation of Article XXXI of the Pact[11]. It merits repeating that the enumeration of subject-matters of disputes in Article XXXI of the Pact was taken from Article 36, paragraph 2, of the Statute of the Court, which itself tracked Article 36 of the Permanent Court of International Justice's Statute, which in turn followed almost exactly the wording of Article 13, paragraph 2, of the Covenant of the League of Nations. This enumeration has a long legal pedigree. Yet never in more than one hundred years has the suggestion been made that the subjects listed therein constitute a temporal limitation, as Colombia now contends with respect to Article XXXI of the Pact. Colombia's interpretation of Article XXXI runs counter to the terms of that Article.

12. Article LVI likewise says nothing about the scope of the Court's jurisdiction over a dispute brought to it on the basis of Article XXXI. That provision governs denunciation[12]. The Pact of Bogotá, once ratified or acceded to by an American State, continues in force indefinitely in relation to that State, and may be denounced only by giving one year's notice, remaining in force during all that period.

13. Colombia's interpretation, moreover, runs counter to the context of Article XXXI. Several provisions of the Pact are aimed at restricting the scope of the parties' commitment, notably Article V, Article VI and Article VII. In addition, Article LV of the Pact of Bogotá allows the parties to make reservations to that instrument which "shall, with respect to the State that makes them, apply to all signatory States on the basis of reciprocity". These provisions, taken together, tend to indicate that temporal limitations to the Court's jurisdiction under the Pact can only be introduced by means of reservations to it.

14. As to the Pact's object and purpose, the Court has stated that it is "quite clear from the Pact that the purpose of the American States in drafting it was to reinforce their mutual commitments with regard to judicial settlement"[13]. On Colombia's interpretation, however, a respondent State would be able, by denouncing the Pact of Bogotá after the filing of an application against it, to prevent the Court from considering facts directly related to the dispute brought before it and occurring subsequent to the termination date, i.e. one year following the denunciation of the Pact. Such a solution is out of harmony with the Pact's object and purpose.

15. The question to be addressed next is whether the Court may consider the incidents that occurred after the filing of the Application. In dealing with Colombia's arguments, the Court refers to its jurisprudence on two distinct issues, namely on new facts and new claims. In my view, the Court's jurisprudence on new claims is not pertinent to the present case, for the simple reason that Nicaragua has not formulated any new claim; it has merely referred to additional facts in support of its original claim. In other words, it has provided detailed particulars of further incidents

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[11] See *Border and Transborder Armed Actions (Nicaragua* v. *Honduras), Jurisdiction and Admissibility, Judgment, I.C.J. Reports 1988*, p. 84, para. 34.

[12] *Alleged Violations of Sovereign Rights and Maritime Spaces in the Caribbean Sea (Nicaragua* v. *Colombia), Preliminary Objections, Judgment, I.C.J. Reports 2016 (I)*, p. 23, para. 44.

[13] *Border and Transborder Armed Actions (Nicaragua* v. *Honduras), Jurisdiction and Admissibility, Judgment, I.C.J. Reports 1988*, p. 89, para. 46.

substantiating its original claim. It suffices to look at Nicaragua's submissions. Thus, in its Application, Nicaragua requested the Court to adjudge and declare that Colombia is in breach of

> "its obligation not to violate Nicaragua's maritime zones as delimited in paragraph 251 of the ICJ Judgment of 19 November 2012 as well as Nicaragua's sovereign rights and jurisdiction in these zones" (Application, p. 24, para. 22).

16. In its Memorial, it requested the Court to adjudge and declare that,

> "[by its conduct, the Republic of Colombia has breached] its obligation not to violate Nicaragua's maritime zones as delimited in paragraph 251 of the Court Judgment of 19 November 2012 as well as Nicaragua's sovereign rights and jurisdiction in these zones" (Memorial of Nicaragua, p. 107, para. 1 *(a)*).

17. And in its Reply, it asked the Court to adjudge and declare that,

> "[b]y its conduct, the Republic of Colombia has breached its international obligation to respect Nicaragua's maritime zones as delimited in paragraph 251 of the Court Judgment of 19 November 2012 as well as Nicaragua's sovereign rights and jurisdiction in these zones" (Reply of Nicaragua, p. 191, para. 1 *(a)*).

18. Finally, in its final submissions, Nicaragua requested the Court to adjudge and declare that

> "[b]y its conduct, the Republic of Colombia has breached its international obligation to respect Nicaragua's maritime zones as delimited in paragraph 251 of the Court Judgment of 19 November 2012, as well as Nicaragua's sovereign rights and jurisdiction in these zones" (CR 2021/17, p. 50, para. 1 *(a)* (Argüello Gómez)).

19. Nicaragua has not modified its original claim, which has remained virtually the same throughout the proceedings. Thus, the Court's jurisprudence on new claims (whether based on facts subsequent to the application or not) is not pertinent in the present case. Rather, it must be asked whether reliance on detailed particulars of further incidents substantiating Nicaragua's original claim "transform[s] the nature of the dispute". In its Application, Nicaragua referred to some 13 incidents. By subsequently referring to 38 post-Application incidents, it has not, in my view, transformed the dispute or its character.

20. An applicant may provide additional particulars of incidents to further substantiate an original claim made in its application. This principle is in accordance with the Court's Statute and the Rules of Court and is well illustrated by the Court's Judgment in the *Land and Maritime Boundary between Cameroon and Nigeria* case[14]. In that case, the Court was called on to examine whether the applicant, Cameroon, could present additional facts and legal considerations in its Memorial in connection with a claim made in its application. In its application, Cameroon complained generally of "military activities" carried out by Nigeria's troops across the frontier in violation of international law (without referring to particular incidents) and asked the Court to adjudge and declare that Nigeria had breached its obligations under international law[15]. In its

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[14] *Land and Maritime Boundary between Cameroon and Nigeria (Cameroon* v. *Nigeria), Preliminary Objections, Judgment, I.C.J. Reports 1998*, p. 275.

[15] Application instituting proceedings filed in the Registry of the Court on 29 March 1994 on behalf of the Government of the Republic of Cameroon, paras. 19 and 20.

Memorial, Cameroon made the same claim[16], but this time substantiated it by reference to specific incidents said to have occurred before and after the filing of the application[17]. Nigeria challenged Cameroon's freedom to present further particulars to its original claim.

21. The Court rejected Nigeria's preliminary objection. It found that Cameroon had the freedom to present additional facts and considerations on new incidents to substantiate the original claim formulated in its application and that it had not, in doing so, transformed the dispute brought before it into another dispute. The Court stated the following:

> "Article 38, paragraph 2, [does not] provide that the latitude of an applicant State, in developing what it has said in its application is strictly limited, as suggested by Nigeria. That conclusion cannot be inferred from the term 'succinct'; nor can it be drawn from the Court's pronouncements on the importance of the point of time of the submission of the application as the critical date for the determination of its admissibility; these pronouncements do not refer to the content of applications (*Questions of Interpretation and Application of the 1971 Montreal Convention arising from the Aerial Incident at Lockerbie (Libyan Arab Jamahiriya* v. *United Kingdom), Preliminary Objections, Judgment, I.C.J. Reports 1998*, p. 26, para. 44; and *Questions of Interpretation and Application of the 1971 Montreal Convention arising from the Aerial Incident at Lockerbie (Libyan Arab Jamahiriya* v. *United States of America), Preliminary Objections, Judgment, I.C.J. Reports 1998*, p. 130, para. 43). Nor would so narrow an interpretation correspond to the finding of the Court that,
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> > 'whilst under Article 40 of its Statute the subject of a dispute brought before the Court *shall be* indicated, Article 32 (2) of the Rules of Court [today Article 38, paragraph 2] requires the Applicant "as far as possible" to do certain things. These words apply not only to specifying the provision on which the Applicant founds the jurisdiction of the Court, but also to stating the precise nature of the claim and giving a succinct statement of the facts and grounds on which the claim is based.' (*Northern Cameroons (Cameroon* v. *United Kingdom), Preliminary Objections, Judgment, I.C.J. Reports 1963*, p. 28.)"[18]

22. And the Court recalled that

> "it has become an established practice for States submitting an application to the Court to reserve the right to present additional facts and legal considerations. The limit of the freedom to present such facts and considerations is 'that the result is not to transform the dispute brought before the Court by the application into another dispute which is different in character' (*Military and Paramilitary Activities in and against Nicaragua (Nicaragua* v. *United States of America), Jurisdiction and Admissibility, Judgment, I.C.J. Reports 1984*, p. 427, para. 80)."[19]

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[16] Memorial of the Republic of Cameroon, 16 March 1995, para. 9.1 *(e)*.

[17] Cameroon referred to incidents which occurred after the filing of Cameroon's Application. See e.g., Memorial of Cameroon, p. 595, para. 6.108. The application instituting proceedings was filed on 29 March 1994. An additional application was filed on 6 June 1994.

[18] *Land and Maritime Boundary between Cameroon and Nigeria (Cameroon* v. *Nigeria), Preliminary Objections, Judgment, I.C.J. Reports 1998*, p. 318, para. 99.

[19] *Ibid.*, pp. 318-319, para. 99.

23. The Court's pronouncement is clear. An applicant may present additional facts and legal considerations in support of its original claim, provided that the dispute brought before the Court by the application is not transformed into another dispute which is different in character.

24. A similar issue arose in the *Oil Platforms* case, this time in respect of a counter-claim. The United States provided, subsequent to the presenting of its counter-claim with the Counter-Memorial, detailed particulars of further incidents substantiating, in its contention, its original claims. Iran objected, contending that the United States had broadened the subject-matter of its claim beyond the submissions set out in its counter-claim by, among other things, belatedly adding new examples of breaches of the freedom of maritime commerce in its Rejoinder[20]. The Court considered that the question raised by Iran was whether the United States was presenting "a new claim" or merely providing "additional evidence relating to the original claim"[21]. The Court went on to recall that the parties to a case cannot in the course of proceedings "transform the dispute brought before the Court into a dispute that would be of a different nature"[22]. The Court was of the view that

> "the United States ha[d] not, by [providing detailed particulars of further incidents substantiating its original claim], transformed the subject of the dispute originally submitted to the Court, nor ha[d] it modified the substance of its counter-claim, which remain[ed] the same, i.e., alleged attacks by Iran on shipping, laying of mines and other military actions said to be 'dangerous and detrimental to maritime commerce', thus breaching Iran's obligations to the United States under Article X, paragraph 1, of the 1955 Treaty"[23].

25. The basic principle identified here is the same as the one identified above in *Land and Maritime Boundary*. The respondent, just like the applicant with respect to its original claims formulated in its application, is at liberty to provide further particulars of incidents in support of its original counter-claim presented in its Counter-Memorial, provided that the result does not transform the dispute brought before the Court into a dispute of a different character.

26. In other words, disputes are not frozen in time at the moment the application is filed by the applicant, nor at the moment a counter-claim is formulated by the respondent.

27. There is, however, still one question to be answered, namely, whether the conclusion just reached is altered in any way by the fact that the incidents occurred after the date on which the Pact of Bogotá ceased to be in force for Colombia. Nicaragua has relied in support of its original claim as formulated in its Application on incidents that occurred not only after the filing of the Application but also the date on which the Pact of Bogotá ceased to be in force for Colombia. In this sense, the present case is unique and has no exact precedent in the past practice of the Court[24].

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[20] *Oil Platforms (Islamic Republic of Iran* v. *United States of America), Judgment, I.C.J. Reports 2003*, p. 213, para. 116.

[21] *Ibid*., para. 117.

[22] *Ibid*.

[23] *Ibid*., p. 214, para. 118.

[24] Although it has to be mentioned that, in the present case, Colombia itself made its counter-claims in its Counter-Memorial filed on 17 November 2016, almost three years after the Pact of Bogotá had ceased to be in force for Colombia. See *Alleged Violations of Sovereign Rights and Maritime Spaces in the Caribbean Sea (Nicaragua* v. *Colombia), Counter-Claims, Order of 15 November 2017, I.C.J. Reports 2017,* p. 290, para. 6.

28. It is a well-established principle that once the Court has established jurisdiction to entertain a case, the subsequent lapse of the title cannot deprive the Court of its jurisdiction. As the Court stated in the *Nottebohm* case, in the context of the lapse, after the filing of the application, of the respondent's declaration of acceptance of the compulsory jurisdiction of the Court, "[a]n extrinsic fact such as the subsequent lapse of the Declaration, by reason of the expiry of the period or by denunciation, cannot deprive the Court of the jurisdiction already established"[25].

29. This principle applies equally here. As observed above, a dispute is not frozen in time and the parties may rely in support of their original claims on facts that occurred during the course of the proceedings, i.e. those facts which occurred after the filing of the application and even those which occurred after the lapse of the title of jurisdiction, provided that they do not transform the dispute into another dispute which is different in character. The applicant's freedom to present additional facts in support of its original claim is not dependent on the continued validity of the title of jurisdiction. Consequently, the fact that Colombia denounced the Pact of Bogotá, under Article LVI of the Pact, with the effect that it ceased to be in force between the Parties as of the termination date (i.e. after 26 November 2013), does not — and cannot — deprive the Court of its jurisdiction in the present case.

II. NICARAGUA'S STRAIGHT BASELINES

30. The second issue concerns the Court's finding on Nicaragua's straight baselines and the legal consequences of this finding. The Court concluded that Nicaragua's straight baselines established by Decree No. 33-2013, as amended by Decree No. 17-2018, are not in conformity with customary international law (Judgment, paragraph 261 (7)). The Court has not, however, articulated any legal consequence to be drawn from this finding. By contrast, in relation to Colombia's Presidential Decree 1946, as amended by Decree No. 1119, by which Colombia's "integral contiguous zone" was established, the Court, having found that such zone is not in conformity with customary international law (Judgment, paragraph 261 (5)), has gone on to draw a legal consequence from this finding. It decided that

> "the Republic of Colombia must, by means of its own choosing, bring into conformity with customary international law the provisions of Presidential Decree 1946 . . . as amended by Decree No. 1119 . . . in so far as they relate to maritime areas declared by the Court in its 2012 Judgment to appertain to the Republic of Nicaragua" (Judgment, paragraph 261 (6)).

31. This striking difference in the Court's approach to drawing legal consequences from similar legal findings can only be explained by the fact that Colombia, in contrast with Nicaragua, has not formally requested the Court in its final submissions to draw any legal consequence from the Court's finding on Nicaragua's straight baselines. One is, however, puzzled as to why the Court considered it necessary to rule in the operative clause of its Judgment on Colombia's argument, which was not presented as a formal final submission, that Nicaragua cannot rely on facts which occurred after the date when Colombia ceased to be bound by the Pact of Bogotá. There seems to be an apparent inconsistency in the Court's approach.

32. In any case, there should be no doubt that Nicaragua must bring its straight baselines in the Caribbean Sea into conformity with the provisions of the United Nations Convention on the Law of the Sea since Nicaragua is a party to that Convention and the lawfulness of Nicaragua's straight

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[25] *Nottebohm (Liechtenstein* v. *Guatemala), Preliminary Objection, Judgment, I.C.J. Reports 1953*, p. 123.

baselines is not just a bilateral issue between the two Parties before the Court. Its baselines also affect the interests and rights of other States.

(Signed) Peter TOMKA.

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