

Georges Bank, Mr. President, is more than the object of the dispute now before the Court. It is also, for both parties, the benchmark, the crucial test of an equitable delimitation in these proceedings. The United States maintains that Canada's claim is inequitable by the very fact that it includes part of Georges Bank and does not leave it all to the United States. Canada, on the other hand, maintains that the United States claim is inequitable not simply because it comprises the whole of Georges Bank but because it denies to Canada that part of the Bank where Canada has undeniable rights and established interests. Allow me, Mr. President, to enquire briefly into these two conflicting notions of equity by which the parties seek to resolve the fate of Georges Bank. Surely the most important feature of an equitable result is that it must be not only equitable in the sense of being "fair" but also equitable within the law. The special agreement highlights this requirement in the present case by requesting the court to determine the single Maritime boundary "in accordance with the principles and rules of international law applicable in the matter as between the parties". (Special Agreement, Article 11, paragraph 1.) The court itself stated the same requirement very clearly in the 1969 North Sea Continental Shelf Case when it noted that a judicial decision must find "its objective justification in considerations lying not outside but within the rules". (I.C.J. Reports 1969, paragraph 88). While a Maritime boundary delimitation must end in equity, it must begin in law. The emphasis on an equitable result cannot be allowed to obscure the requirement that the result be founded in law. In the words of Frederic Wm. Maitland, equity comes "not to destroy the law, but to fulfill it". (Lectures on Equity, 1909).

The marriage of equity and law underlies Canada's claim to the eastern part of Georges Bank. This may be seen from Canada's four main arguments in these proceedings:

-First, Canada maintains that an equidistance boundary for Georges Bank is required by Article 6 of the 1958 Convention on the Continental Shelf, which represents a binding rule of treaty law for both parties. Under Article 6, the equidistance method is the first choice and, as the court of arbitration stated in the Anglo-French Continental Shelf Award, it becomes obligatory if no special circumstances render it inequitable. (Award, paragraph 70). The Court of Arbitration also made clear that Article 6 represents a particular expression of the general norm that Maritime Boundaries are to be determined on equitable principles. (IBID). The Canadian Line established on the basis of equidistance gives appropriate expression to the geographical configuration of the Gulf of Maine areas and to the costal relationships of the parties.