

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 fulfil 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 coastal relationships of the parties.

— Secondly, Canada maintains that an equidistance boundary for Georges Bank is consistent with the distance principle as the legal basis of title to the 200-mile zone. This point is of fundamental importance. From the Court's reasoning with regard to the continental shelf in the 1982 Tunisia-Libya case, it is clear that the principles and rules of international law that may be applied for the delimitation of exclusive economic zones must be derived from the concept of the exclusive economic zone itself, as understood in international law (I.C.J. Reports, paragraph 36). The distance principle figures among the most important elements of this concept, and it provides an essential frame of reference for a truly juridical delimitation of a single maritime boundary.

— Thirdly, Canada maintains that its much greater economic dependence on the fisheries of the disputed area of Georges Bank represents a relevant factor and an equitable consideration to be taken into account by the Court. The legal relevance of this consideration again flows from the very concept of the exclusive economic zone. Unlike the continental shelf, the exclusive economic zone is not *terra incognita* or *terra deserta*. It is, in a sense, inhabited by the fishermen of the coastal state — and especially by the fishermen of southwest Nova Scotia within the disputed area in the present case. Its resources are known and exploited. They support established patterns of fishing that may be of vital importance to adjacent coastal communities. This is certainly true of the fishery resources of Georges Bank in relation to southwest Nova Scotia, far beyond any comparison with the situation in Massachusetts.

— Fourthly, Canada maintains that the history of the dispute provides further support for the Canadian claim. International law seeks to uphold stability and good faith in relations between states. It recognizes too that the best indication of an equitable result in a maritime boundary delimitation may come from the conduct of the parties themselves. And the conduct of the parties, over many years, in fact demonstrates their acceptance of equidistance as the proper basis for an equitable result. An