

the claims defended by the parties when they concluded the special agreement in 1979. The United States widened the gap still further in claiming its "adjusted perpendicular line" in 1982. In 1979 and in 1982, however, the United States' claim encompassed the whole of Georges Bank. The United States line has advanced further towards Canada but the United States objective remains the same. And it was precisely the extravagance of the United States' claim that made prudence and reasonableness seem unnecessary to those United States' interests that lobbied against ratification of the 1979 agreement on east coast fishery resources, which was negotiated and concluded by the parties at the same time as the special agreement.

The 1979 fisheries agreement reflected a long history of co-operation in the fisheries relations of Canada and the United States. Its antecedents can be traced back to the treaty of Paris of 1783. It was explicitly recognized as a fair deal by both parties. If it had come into force, the impact of the boundary issue on competing fishing interests would obviously have been greatly lessened. This approach, however, was rejected by the opponents of the 1979 fisheries agreement in the United States. It was rejected because these opponents considered that the United States could afford a "winner take all" approach, in which the fishing rights of the parties would be settled exclusively by the boundary line to be fixed by the Court. For the United States, of course, no boundary to be fixed by the Court could possibly result in a total loss of access to Georges Bank. As a result, the United States failed to ratify the 1979 fisheries agreement, although it did not fail to hedge its bets in the later expansion of its claim to the "adjusted perpendicular line".

For Canada, however, the 1979 fisheries agreement represented the single most important bilateral issue in its relations with any country at that time. It was in these terms that I described the agreement to the Canadian public and Parliament as Canada's then Secretary of State for External Affairs. And it was only Canada's profound confidence in the international judicial process that finally led my government to accept the disassociation of the fisheries agreement from the special agreement, and to entrust the Court with the determination of the single maritime boundary and thereby with the disposition of the parties' fishing interests.

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