ICJ President answers tough questions.

Judge Stephen M. Schwebel
President, International Court of Justice (1997-2000)

18 March 2019
Judge Stephen Schwebel and Sir Elihu along with Professor Shabtai Rosenne and Professor Francisco Orrego Vicuña wrote the Legal Opinion on Guatemala’s Claim to Belize which was published in November of 2001. Both Judge Stephen and Sir Elihu remained instrumental in advising the Belize team during the drafting of the Special Agreement.
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18 March 2019

H.E. the Prime Minister
Government of Belize

Dear Mr. Prime Minister:

**Legal opinion of 2001 Still Valid.**

1 I have been asked to address the validity and force of the Legal Opinion on Guatemala’s Claim to Belize by Sir Elihu Lauterpacht, Judge Stephen M. Schwebel, Professor Shabtai Rosenne and Professor Francisco Orrego Vicuña in 2001 (hereinafter referred to as “the Legal Opinion”), while taking into consideration developments in international law since it was first rendered.

2 In my view, the Legal Opinion is as valid -- and dispositive -- today as it was in 2001. There have been no developments in international law that question or affect the findings in that Opinion. Indeed, there have been judgments and advisory opinions of the International Court of Justice (hereinafter “ICJ”) that sustain the conclusions in the Legal opinion.

3 In particular, the case of Nigeria v Cameroon\(^1\), where the judgment in respect of the Bakassi Peninsula was based principally on the primacy of treaties in determining title to territory in international law, reinforces the reasoning of the Legal Opinion. That judgment supports the conclusion arrived at in the Legal Opinion that:

“Even if the 1859 Convention could lawfully have been terminated by Guatemala this would not have re-established any Guatemalan claim to the territory of Belize. For one thing, at no time prior to 1859 did Guatemala have any title to the area of Belize, whether by way of succession to Spain or otherwise, which it could have ceded to Britain. So there was no Guatemalan title that could have reverted to it upon the alleged ending of the 1859 Convention. For another, even if Guatemala had had title to Belize prior to 1859, the boundary established by the Convention, and the British title to the territory of Belize that it acknowledges, acquired an independent life that would have survived regardless of the demise of the Convention”.

The title of Great Britain and, since independence, of Belize, is also sustained by considerations of customary international law. Britain initially acquired title to the territory of Belize by occupation beyond the limits of the Anglo-Spanish Treaties of 1783 and 1786 as far south as the River Sarstoon prior to the acquisition of independence by Guatemala in 1821. There was thus no basis on which Guatemala could validly invoke the doctrine of uti possidetis juris in support of its claim to Belizean territory. Nor has Guatemala ever occupied, possessed or administered any part of the territory of Belize. Its claim is a claim without substance in international law.

In the period from 1821 to 1850 Britain further consolidated its title to Belize by a process of historical consolidation of title or of acquisitive prescription, both of which sources of title are fully recognised by international law.²

² Legal Opinion, paras. 219-223.
The question has been asked whether Belize inherited the 1859 Treaty at Independence and in particular whether it has any responsibility or liability for any possible breach of Article 7 of the 1859 Treaty that can be attributed to the United Kingdom. The answer is no, as has been stated in the Legal Opinion itself:

“A treaty for the determination of a disputed line operates not as a treaty of cession, but of recognition”. More recently, O’Connell, in his major work on State succession, has affirmed that ‘if a boundary treaty merely defines a frontier, then it is instantly executed, and what is inherited is not the treaty but the territorial extent of the sovereignty’. Lastly, the independence of a boundary from the treaty which establishes it is implicit in the terms of Article 11 of the Vienna Convention on Succession of States in respect of Treaties.”

Belize, therefore, succeeded to the boundary established by the 1859 Treaty, not to the treaty itself. Hence any obligation which Britain might have (which it denies) towards Guatemala for any alleged breach of the treaty does not devolve on Belize. Belize is not responsible for the consequence of any breach by the UK of Article 7 of the 1859 Treaty, even assuming, arguendo, that the UK could be held responsible. Belize has clear and unencumbered title, by law, to the territory whose boundaries with Guatemala are set out in the 1859 Treaty.
Belize did not give up any rights in the Maritime Areas Act.

The Maritime Areas Act\(^3\), which limits Belize’s claim to territorial sea to three nautical miles from the baseline between Ranguana and Sarstoon, does so for a limited time and purpose only. In an official note of 3 April 1992 communicated to the Secretary-General of the United Nations on 22 April 1992 for further circulation to member States, the Belize Government makes it clear that Belize is not giving up its right to claim that area of sea in the south between the outer limit of the territorial seas presently declared and the median line between Belize’s baseline and those of adjacent States as its territorial sea. For the moment, however, Belize is declaring that area as part of its exclusive economic zone, to the exclusion of any other State.

The maritime boundary between Belize and Guatemala and between Belize and Honduras, therefore, remains the median line. The statement further indicated that Belize does not abandon its right to claim the affected area as its territorial sea, but merely reserves it for negotiation, and in the meanwhile its status is that it is part of Belize’s exclusive economic zone. With regard to adjacent States, as well as to all States of the world, therefore, the situation of the affected area is that Belize has declared that area as part of Belize’s exclusive economic zone. In short, Belize did not give up any rights to any part of its maritime areas assured by the UN Convention on the Law of the Sea, nor did Guatemala gain any such rights.

\(^3\) Maritime Areas Act, 1992 (An Act to make provision with respect to the Territorial Sea, Internal Waters and the Exclusive Economic Zone of Belize; and for matters connected therewith or incidental thereto of 24 January 1992).
The 1992 Joint Statement Significantly Sustains Belize’s Case and can be used to good effect at the ICJ.

I am further informed that, implausibly, there are persons in Belize alleging that a Joint Statement made by the Belize and Guatemala Governments on 31 July 1992 infers that the 1859 Treaty’s border determination was being displaced and that the Parties thereby declared that there were no borders between them. The opposite is the truth.

That 1992 Statement, made in the context of Guatemala having recognized Belize as a sovereign independent State and of the Parties engaged in negotiations to finalize a treaty encompassing their land and maritime boundaries, stated as follows: “Bearing in mind that Guatemala and Belize, as two Sovereign independent states, have not yet signed a treaty between them finally establishing their land and maritime boundaries, and that such a treaty is one element of the expected outcome of the negotiations”. The Statement then concluded as follows “Agree to accept that any mention to their respective territory in any agreements, their execution or implementation thereof, will be made based on the existing reference monuments”.

The reference monuments referred to are those put in place pursuant to the 1859 Treaty by Boundary Commissioners of both countries in 1861, which were replaced by concrete monuments in the same locations in 1929 by Commissioners of both countries and acknowledged by Guatemala to “form part of the boundary between British Honduras and the Republic of Guatemala”.
As we stated in the Legal Opinion, “The 1931 Exchange of Notes takes as its starting point the delimitation in the 1859 Convention. It contains no reservation by Guatemala regarding the validity, operation or effect of the 1859 Convention. Thus, whatever may have occurred between 1859 and 1931 and whatever has been invoked by Guatemala as affecting the validity, operation or effect of the 1859 Convention, must now be disregarded. The 1931 Exchange of Notes, in providing for the further demarcation of the boundary laid down in the 1859 Convention, serves as a reaffirmation or confirmation of the boundary aspects of that Convention. As a treaty confirming a demarcation carried out pursuant to the directions given in Article 1 of the 1859 Convention, the 1931 Exchange of Notes necessarily carries with it an acknowledgement that the territory enclosed within the lines described in 1859, and confirmed in 1931, is territory belonging to Belize, to which Guatemala has no valid claim”.4

We further stated that, “The above analysis disposes of the problems arising out of the effect of Guatemala’s contentions regarding the non-fulfilment by Britain of its obligations under Article VII of the 1859 Convention on the title of Belize to the territory. Guatemala, in the light of its agreement to the 1931 Exchange of Notes, cannot be regarded as having maintained its assertion that the operation of the 1859 Convention is dependent upon the fulfilment of Article VII. Nor can Guatemala’s contention that the 1859 Convention had come to an end be maintained. Nor can Guatemala’s subsequent attempt to return to the question of Article VII affect the matter. It cannot undo the legally binding acceptance by Guatemala in the 1931 Exchange of Notes of the title-determining effect of the 1859 Treaty”.

It follows from the foregoing that, far from prejudicing Belize’s case, the 1992 Joint Statement significantly sustains that case. It was used to good effect in Belize’s legal presentation to the Panel of Facilitators at the OAS on 22 May 20015 and can be used to similar effect before the ICJ.

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4 Legal Opinion, paras. 60 and 61.
5 Belize Refutes Guatemala’s Claim
The 2005 Framework Agreement and CBMs protect the sovereign rights of Belize over all its territory.

It has further come to my attention that it has been suggested that the “Agreement on a Framework for Negotiations and Confidence Building Measures between Belize and Guatemala” of 7 September 2005 somehow refutes the 1859 treaty borders because it established an “Adjacency Line” and “Adjacency Zone” and declares that “The use of this line as the Adjacency Line does not constitute an agreement by the Parties that such line represents the international boundary between Belize and Guatemala”.

This last phrase was inserted to indicate that Guatemala’s acceptance of that line, which accurately reflected the border described by the 1859 Treaty, did not mean that it was dropping its claim to Belizean territory, and in no way suggests that Belize was abandoning its declared and manifested sovereignty over the territory to the east of that line. Indeed, Article 9 (d) of the Agreement explicitly states that “all persons residing to the east of the Adjacency Line shall be required to abide by and respect the laws, including human rights laws, and law enforcement authorities of Belize.”

There are several provisions in the 2005 Framework Agreement that protect the sovereign rights of Belize over all its territory, as follows:

“The Confidence Building Measures shall not constitute a total or partial waiver of sovereignty over any territory (land, insular or maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party’s claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime)”. (D. Art. 1)
The Parties agree that neither Party will use against the other, in any forum in which this Territorial Differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the Confidence Building Measures included herein”. (D. Art. 2) This means that this Agreement cannot be used as evidence before the ICJ to benefit either party.

“All existing rights and claims with respect to territory located within the Adjacency Zone are expressly reserved by the Parties”. (D. Art. 5)

It is therefore abundantly clear from the terms of the 2005 Framework Agreement itself that Belize fully reserved its rights to sovereignty over all its territory and that there is no way that the Agreement or the Confidence Building Measures can be used to suggest that Belize compromised its sovereignty or “rubbished the 1859 Treaty” by agreeing to those Measures.
I am satisfied that the Special Agreement is perfectly suitable to protect Belize’s position at the ICJ.

I also understand that it is being alleged that the “Special Agreement between Belize and Guatemala to submit Guatemala’s territorial, insular and maritime claim to the International Court of Justice,” entered into by Belize and Guatemala on 17 October 2008, is badly drafted and compromises Belize’s position at the ICJ. In particular, I understand, it is being suggested that the fact that Guatemala’s case is not specifically stated, that the words “any and all” are included and that Guatemala’s claims are described as “legal,” are detrimental to Belize’s case. That is decidedly not so.

I am personally aware of the fact that in the negotiations for the Special Agreement in 2008 the Belize negotiating team was in close and constant touch with Sir Eli Lauterpacht and others that he called upon from time to time. I was copied on the correspondence Sir Eli had with the Belize team on the subject from the beginning to the end. I am also aware that lawyers from the renowned international law firm of Freshfields Bruckhaus Deringer were engaged in giving advice to the Belize team in negotiating every detail of the Special Agreement. Given the calibre of these distinguished lawyers, I am confident that the Special Agreement was concluded by Belize with the assistance and approval of counsel who are among the best in their field internationally.

In particular, I understand that the words “any and all” were advisedly inserted in Article 2 of the Special Agreement (which defines the jurisdiction of the Court as specified by the Parties) in order to oblige Guatemala to put forward whatever territorial claim to Belize it could conceivably invent so that in future it could not fashion some other claim and presume to make such a claim against Belize.
I am also aware that the word “legal” was inserted at Sir Eli’s advice in order to emphasize the fact that Belize was agreeing to submit to the jurisdiction of the Court only on the basis of Article 38 (1) of its Statute, which limits the Court to decide the case “in accordance with international law,” and excludes the possibility of its having recourse to Article 38 (2) of the Statute, which gives the Court the power to decide a case ex aequo et bono, if the parties agree thereto”. The Parties in this case did not so agree despite Guatemala’s long standing insistence on resolving the dispute not on the basis of international law but on the basis of equitable considerations.

The Special Agreement, negotiated and concluded by Belize with the advice of counsel, is therefore in my view the best possible instrument for putting forward Belize’s case at the ICJ. It provides (Art. 2) for the case to be heard in accordance with Article 38 (1) of the Statute alone.

Article 38 (1) states: “1. The Court, whose function is to decide in accordance with international law such disputes as are submitted to it, shall apply: a. international conventions, whether general or particular, establishing rules expressly recognized by the contesting states; b. international custom, as evidence of a general practice accepted as law; c. the general principles of law recognized by civilized nations; d. subject to the provisions of Article 59, judicial decisions and the teachings of the most highly qualified publicists of the various nations, as subsidiary means for the determination of rules of law”.

24 25 26
Under each and every one of these grounds, Belize has a cogent case, and particularly so with respect to the first, to which the Court gives preference above all others: treaties. The only treaty that pertains to the boundaries between Belize and Guatemala is the 1859 Treaty, and its terms in respect of the definition of the boundary are clear. Belize can also prove sovereignty under customary international law, as abundantly explained in the Legal Opinion, every word of which remains relevant and applicable. In terms of item c), general principles of international law, Belize’s case has been recently strengthened by a decision I refer to in paragraph 35 below. And the Legal Opinion will be able to be introduced as evidence under item d), given the international standing of its authors. I may add that the “Opinion on the Belize Dispute submitted to the Government of the Republic of Guatemala by Manley O. Hudson June 30 1950” will also be a powerful piece of evidence to be put to the ICJ, given the regard in which Judge Hudson is held by the Court and by the international law community. That learned, meticulous and objective Opinion, commissioned by and rendered to Guatemala, reaches conclusions fully consistent with the Legal Opinion of 2001. I believe that the Hudson Opinion should be Exhibit No. 1 of the Memorial of Belize, and the Lauterpacht-Rosennne-Orrego-Schwebel Opinion should be Exhibit No. 2.

I also understand that there are those purporting to interpret the request to the Court stated in Article 2 of the Special Agreement “to determine the boundaries between their respective territories and areas,” as meaning that Belize is thereby questioning the existence of the borders established by the 1859 Treaty. Such an interpretation is, on its face, bizarre and unconvincing. By specifically directing the Court “to determine [the boundaries] in accordance with applicable rules of international law as specified in Article 38(1) of the Statute of the Court,” the Court will be obliged to apply Article 38 (1) of its Statute, and the very first source of law, treaties between the Parties, will determine the matter.
Moreover, if the provision in Article 94 of the Charter of the United Nations were to come into play (“If any party to a case fails to perform the obligations incumbent upon it under a judgement rendered by the Court, the other party may have recourse to the Security Council, which may, if it deems necessary, make recommendations or decide upon measures to be taken to give effect to the judgement”), then it is the Court that will have had to determine those boundaries in its judgment. Asking the Court to determine the boundaries in no way detracts from the legal positions of the Parties in respect of those boundaries.

In all the circumstances, I am satisfied that the Special Agreement, whose final wording was advised and approved by Sir Eli Lauterpacht and other distinguished international lawyers, is perfectly suitable to protect Belize’s position at the ICJ.
I am also informed that some Belizeans are concerned that ICJ Judges may be biased and will favour Guatemala because it is friendly with the United States of America. I served as a Judge of the ICJ from 1981 to 2000, as Vice President from 1994 to 1997 and as President from 1997 to 2000, and I can state with confidence that such concerns are unfounded. The fifteen Judges elected to the Court by the General Assembly and the Security Council of the United Nations from all regions of the world are “persons of high moral character, who possess the qualifications required in their respective countries for appointment to the highest judicial offices, or are jurisconsults of recognized competence in international law” (Article 2 of the Statute of the ICJ). Their collective judgment will not be determined by supposed friendly relations between Guatemala and any third nation.

I am a citizen of the United States of America, and can state from my own experience that its Government exercises no special influence in the Court. The Case concerning military and paramilitary activities in and against Nicaragua, Judgment of 27 June 1986, so demonstrates.
The UN Charter will require Guatemala to comply with the ICJ Judgment.

I understand that some Belizeans feel that because in their view Guatemala has shown itself to be dismissive of the international system, of the international community and international agreements, including treaties, then it can simply choose not to comply with a ruling of the ICJ. I should note that of the many territorial disputes adjudged by the ICJ, all have either been complied with or are being complied with. Furthermore, the Special Agreement states at Article 5: “The Parties shall accept the decision of the Court as final and binding, and undertake to comply with and implement it in full and in good faith.”

In particular, the Parties agree that, within three months of the date of the Judgment of the Court, they will agree on the composition and terms of reference of a Binational Commission to carry out the demarcation of their boundaries in accordance with the decision of the Court. If such agreement is not reached within three months, either Party may request the Secretary General of the Organization of American States to appoint the members of the Binational Commission and to prescribe its terms of reference, after due consultation with the Parties”.

Furthermore, as stated in paragraph 29 above, Article 94 of the UN Charter requires the Security Council to give effect to the judgment of the Court. Indeed, the case of Nigeria v Cameroon cited at para. 3 above provides ample evidence of the effectiveness of this provision. The Nigerian government at first said it would refuse to obey the judgment, but the UN stepped in, UN Secretary General Kofi Annan held talks with the Parties, and in 2008 Nigeria formally accepted that the Republic of Cameroon had sovereignty over Bakassi.
The Chagos Case Reinforces the principles of self-determination and territorial integrity.

Let me now turn to the recent Advisory Opinion on the Legal Consequences of the Separation of the Chagos Archipelago from Mauritius in 1965. This case concerned the meaning and scope of the principle of self-determination, which it confirmed:

“The Court recalls that the right to self-determination of the people concerned is defined by reference to the entirety of a non-self-governing territory. Both State practice and opinio juris at the relevant time confirm the customary law character of the right to territorial integrity of a non-self-governing territory as a corollary of the right to self-determination. The Court considers that the peoples of non-self-governing territories are entitled to exercise their right to self-determination in relation to their territory as a whole, the integrity of which must be respected by the administering Power. It follows that any detachment by the administering Power of part of a non-self-governing territory, unless based on the freely expressed and genuine will of the people of the territory concerned, is contrary to the right to self-determination”.

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36
Belize inherited the boundary established by the 1859 Treaty.

37 I understand that a question that is causing some concern in Belize is whether Belize inherited the 1859 Treaty at independence and whether it is responsible for any possible remaining responsibility in respect of Article 7 of the Treaty. That question was answered conclusively in our Legal Opinion: “A treaty for the determination of a disputed line operates not as a treaty of cession, but of recognition . . . O’Connell, in his major work on State Succession, has affirmed that “if a boundary treaty merely defines a frontier, then it is instantly executed, and what is inherited is not the treaty but the territorial extent of the sovereignty” (para. 33).

38 Furthermore, “boundaries established by treaties remain untouched by the mere fact of a succession . . . the State practice in favour of the continuance in force of boundaries established by treaty appears to be such as to justify the conclusion that a general rule of international law exists to that effect”. (Yearbook of the International Law Commission, 1968, Vol. II, pp. 92-93).

39 The ICJ has repeatedly ruled that a border established by treaty has a legal life of its own: “When a boundary has been the subject of agreement, the continued existence of that boundary is not dependent upon the continuing life of the treaty under which the boundary is agreed” (Libya v Chad case, 1994, paras 72-73).

40 Likewise, the International Law Association in 1968 expressed the view that a boundary treaty is one that has spent its force so that, in a situation of succession, the succession is not to the treaty but to the boundary. Article 11 of the Vienna Convention on Succession of States in respect of Treaties also makes reference to the independence of a boundary from the treaty which establishes it: “A succession of States does not as such affect: (a) a boundary established by treaty”.
Belize, therefore, succeeded to the boundary established by the 1859 Treaty, not to the treaty itself. Hence Belize is not responsible for the consequence of any breach by the UK of Article 7 of the 1859 Treaty, even assuming that the UK could be held responsible.

The basic principle of international law is that each State is responsible for its own conduct in respect of its own international obligations, and no other State can be held accountable. This is known as the principle of independent responsibility.

Belize therefore has clear and unencumbered title, by law, to the territory whose boundaries with Guatemala are set out in the 1859 Treaty.

I have also been asked to give an opinion on whether Guatemala’s recent actions at the Sarstoon amount to annexation or are evidence of effective occupation. The answer is no. Without having to enter into discussions about the critical date (i.e. when the dispute crystallized), it is enough to note that nothing occurring after the signing of the Special Agreement may be used to favour Guatemala against Belize in a Court of law. Moreover, International Law requires that any occupation, to be effective, be peaceful and uninterrupted, public, and endure for a sufficient length of time. Guatemala has never occupied the Sarstoon without challenge both physically by the Belize Defence Force and Coast Guard and diplomatically by constant protest notes from the Ministry of Foreign Affairs. These are enough to preserve Belize’s sovereignty over the part of the Sarstoon River allocated to it by the 1859 Treaty. Belize’s case at the ICJ can in no way be affected by the reported recent activities of Guatemala at the Sarstoon.

Belize’s sovereignty over the part of the Sarstoon River allocated to it by the 1859 Treaty is completely preserved.

6 See paragraphs 78 to 83, Legal Opinion.
If the referendum approves submission to the ICJ, Belize can apply for Provisional Measure and the Court will most likely direct Guatemala to cease and desist from its actions on the Sarstoon.

I may add that, if the referendum approves submission of the dispute to the International Court of Justice, it would be open to Belize to apply to the Court for its issuance of binding provisional measures to direct Guatemala to cease and desist from its actions on the Sarstoon and to require Guatemala to respect the terms of the 1859 Treaty and Guatemala’s own acceptance of the Sarstoon boundary by word and deed for some 150 years. In my view, the prospect of the Court approving such an application of Belize is substantial.
Allow me to conclude by repeating that the Legal Opinion of 2001 remains fully valid, and in several respects its conclusions have been reinforced by subsequent judgments and Opinions of the ICJ. Accordingly, the conclusion stated in the Legal Opinion can be restated with confidence:

“Guatemala’s fundamental contention that the 1859 Convention was one of cession and has ceased to be operative is wholly contradicted not only by the facts and the law relating to the termination of treaties but also by a further treaty: the Exchange of Notes between Britain and Guatemala of 1931. That agreement can only have been concluded on the basis of the validity of the 1859 Convention in its entirety, by reason of its confirmation of the location of the two cardinal points identified by that Convention as marking the southern and western extremities of Belize. Nothing has happened since 1931 to deprive that Exchange of Notes of its validity and effect. Guatemala’s contention that it was entitled to denounce the 1859 Convention, and did so in 1946, and that the 1931 Exchange of Notes fell with it, is unsustainable.

“Quite apart from the position as a result of the treaties of 1859 and 1931, we are of the opinion that the facts on the ground - of British and Belize possession of the territory in question for virtually the last two hundred years, coupled with the absence of any evidence of Guatemalan activity in the disputed area - have by a process of historical consolidation (including acquisitive prescription) secured title first to Britain, and now to Belize, independently of the existence of the 1859 and 1931 agreements. These fundamental facts, of British possession and of the absence of any Guatemalan possession of Belize, were openly and frankly acknowledged by the Guatemalan Minister of Foreign Affairs in a letter to the Guatemalan Chamber of Deputies on 4 January, 1860, when the Guatemalan Government was seeking, and obtained, that Chamber’s approval of the 1859 Convention.
“Lastly, as a reflection and confirmation of the actual possession of the territory by Britain and Belize, of the soundness of their legal title to Belize and of the entitlement of an independent Belize to succeed to the whole of the colonial territory, weight must be given to the right of self-determination of the people of Belize manifested in their acquisition of independence in 1981 in accordance with the virtually unanimous opinion of Members of the United Nations repeatedly expressed between 1975 and 1981 in full knowledge of the existence and main features of the dispute.

“The title of Belize extends to the islands in its possession appurtenant to its mainland territory”.7

47 Belize was admitted to membership in the United Nations with the sole vote of Guatemala in opposition. The governing resolutions affirm the territorial integrity of Belize. They do so with full knowledge of the publicised claims of Guatemala to territory of Belize and hence can only be interpreted as a rejection of those claims.

48 I respectfully conclude with the statement made in the Legal Opinion on 13 November 2001: On the basis of international law and on the evidence considered, Belize has good title to all its territory including the islands and islets lying off the mainland shore. The claim to Belizean territory by the Republic of Guatemala is without merit and in our opinion would be regarded as such by the International Court of Justice.

Judge Stephen M. Schwebel

7Legal Opinion, Summary.
Belize is not responsible for the consequence of any breach by the UK of Article 7 of the 1859 Treaty, even assuming that the UK could be held responsible. Belize has clear and unencumbered title, by law, to the territory whose boundaries with Guatemala are set out in the 1859 Treaty.
I also understand that there are those purporting to interpret the request to the Court stated in Article 2 of the Special Agreement “to determine the boundaries between their respective territories and areas,” as meaning that Belize is thereby questioning the existence of the borders established by the 1859 Treaty. Such an interpretation is, on its face, bizarre and unconvincing.
Judge Stephen M. Schwebel
President,
International Court of Justice
(1997-2000)

and co-author of:
Legal Opinion on Guatemala’s Territorial Claim to Belize