COUR INTERNATIONALE DE JUSTICE

RECUEIL DES ARRÊTS,
AVIS CONSULTATIFS ET ORDONNANCES

AFFAIRE
DU DIFFÉREND TERRITORIAL

(JAMAHIRIYA ARABE LIBYENNE/TCHAD)

ARRÊT DU 3 FÉVRIER 1994

1994

INTERNATIONAL COURT OF JUSTICE

REPORTS OF JUDGMENTS,
ADVISORY OPINIONS AND ORDERS

CASE CONCERNING
THE TERRITORIAL DISPUTE

(LIBYAN ARAB JAMAHIRIYA/CHAD)

JUDGMENT OF 3 FEBRUARY 1994

Mode officiel de citation:
Différend territorial (Jamahiriya arabe libyenne/Tchad), arrêt, C.I.J. Recueil 1994, p. 6

Official citation:
Territorial Dispute (Libyan Arab Jamahiriya/Chad), Judgment, I.C.J. Reports 1994, p. 6

ISSN 0074-4441
ISBN 92-1-070707-9

N° de vente:
Sales number **648**

3 FÉVRIER 1994

ARRÊT

DIFFÉREND TERRITORIAL
(JAMAHIRIYA ARABE LIBYENNE/TCHAD)

TERRITORIAL DISPUTE
(LIBYAN ARAB JAMAHIRIYA/CHAD)

3 FEBRUARY 1994

JUDGMENT

INTERNATIONAL COURT OF JUSTICE

YEAR 1994

1994
3 February
General List
No. 83

3 February 1994

CASE CONCERNING THE TERRITORIAL DISPUTE

(LIBYAN ARAB JAMAHIRIYA/CHAD)

Jurisdiction of the Court — Alternative grounds of jurisdiction.

Boundary dispute or territorial dispute.

Boundary claimed on the basis of 1955 Treaty between one Party and predecessor of other Party — Background to 1955 Treaty — Previous international instruments — Interpretation of Treaty — Applicable principles of interpretation — Natural and ordinary meaning of terms — Significance of the term "recognize" in relation to frontiers — Interpretation of conventions designed to establish frontiers — Principle of effectiveness — Object and purpose of Treaty — Context of Treaty — Conventions concluded simultaneously with Treaty — Reference to travaux préparatoires.

Boundary which "results" from international instruments "en vigueur" *listed in Annex to Treaty — Interpretation of 1899 Anglo-French joint declaration — Determination of the course of the boundary.*

Subsequent attitudes of Parties — Treaties — International fora.

Duration of boundary established by treaty — Stability of boundaries — Continued existence of boundary independently of life of the treaty under which it was agreed.

JUDGMENT

Present: *President* Sir ROBERT JENNINGS; *Vice-President* ODA; *Judges* AGO, SCHWEBEL, BEDJAOUI, NI, EVENSEN, TARASSOV, GUILLAUME, SHAHABUDDEEN, AGUILAR MAWDSLEY, WEERAMANTRY, RANJEVA, AJIBOLA, HERCZEGH; *Judges* ad hoc SETTE-CAMARA, ABI-SAAB; *Registrar* VALENCIA-OSPINA.

In the case concerning the territorial dispute,

between

the Great Socialist People's Libyan Arab Jamahiriya,

represented by

H.E. Mr. Abdulati Ibrahim El-Obeidi, Ambassador,

as Agent;

Mr. Kamel H. El Maghur, Member of the Bar of Libya,
Mr. Derek W. Bowett, C.B.E., Q.C., F.B.A., Whewell Professor emeritus, University of Cambridge,
Mr. Philippe Cahier, Professor of International Law, Graduate Institute of International Studies, University of Geneva,
Mr. Luigi Condorelli, Professor of International Law, University of Geneva,
Mr. James R. Crawford, Whewell Professor of International Law, University of Cambridge,
Mr. Rudolf Dolzer, Professor of International Law, University of Mannheim,
Sir Ian Sinclair, K.C.M.G., Q.C.,
Mr. Walter D. Sohier, Member of the Bar of the State of New York and of the District of Columbia,

as Counsel and Advocates;

Mr. Timm T. Riedinger, Rechtsanwalt, Frere Cholmeley, Paris,
Mr. Rodman R. Bundy, avocat à la Cour, Frere Cholmeley, Paris,
Mr. Richard Meese, avocat à la Cour, Frere Cholmeley, Paris,
Miss Loretta Malintoppi, avocat à la Cour, Frere Cholmeley, Paris,
Miss Azza Maghur, Member of the Bar of Libya,

as Counsel;

Mr. Scott B. Edmonds, Cartographer, Maryland Cartographics, Inc.,
Mr. Bennet A. Moe, Cartographer, Maryland Cartographics, Inc.,
Mr. Robert C. Rizzutti, Cartographer, Maryland Cartographics, Inc.,

as Experts,

and

the Republic of Chad,

represented by

Rector Abderahman Dadi, Director of the Ecole nationale d'administration et de magistrature de N'Djamena,

as Agent;

H.E. Mr. Mahamat Ali-Adoum, formerly Minister for Foreign Affairs of the Republic of Chad,

as Co-Agent;

H.E. Mr. Ahmad Allam-Mi, Ambassador of the Republic of Chad to France,
H.E. Mr. Ramadane Barma, Ambassador of the Republic of Chad to Belgium and the Netherlands,

as Advisers;

Mr. Alain Pellet, Professor at the University of Paris X-Nanterre and at the Institut d'études politiques of Paris,

as Deputy-Agent, Counsel and Advocate;

Mr. Antonio Cassese, Professor of International Law at the European University Institute, Florence,
Mr. Jean-Pierre Cot, Professor at the University of Paris I (Panthéon-Sorbonne),
Mr. Thomas M. Franck, Becker Professor of International Law and Director, Center for International Studies, New York University,
Mrs. Rosalyn Higgins, Q.C., Professor of International Law, University of London,

as Counsel and Advocates;

Mr. Malcolm N. Shaw, Ironsides Ray and Vials Professor of Law, University of Leicester, Member of the English Bar,
Mr. Jean-Marc Sorel, Professor at the University of Rennes,

as Advocates;

Mr. Jean Gateaud, ingénieur général géographe honoraire,

as Counsel and Cartographer;

Mr. Jean-Pierre Mignard, Advocate at the Court of Appeal of Paris,
Mr. Marc Sassen, Advocate and Legal Adviser, The Hague,

as Counsel;

Mrs. Margo Baender, Research Assistant, Center for International Studies, New York University,
Mr. Olivier Corten, Assistant at the Faculty of Law of the Université libre de Bruxelles,
Mr. Renaud Dehousse, Senior Assistant at the European University Institute, Florence,
Mr. Jean-Marc Thouvenin, attaché temporaire d'enseignement et de recherche at the University of Paris X-Nanterre,
Mr. Joseph Tjop, attaché temporaire d'enseignement et de recherche at the University of Paris X-Nanterre,

as Advisers and Research Assistants;

Mrs. Rochelle Fenchel,
Mrs. Susan Hunt,
Miss Florence Jovis,
Mrs. Mireille Jung,
Mrs. Martine Soulier-Moroni,

THE COURT,

composed as above,

after deliberation,

delivers the following Judgment:

1. On 31 August 1990, the Government of the Great Socialist People's Libyan Arab Jamahiriya (hereinafter called "Libya"), referring to Article 40, paragraph 1, of the Statute of the Court, filed in the Registry a notification of an agreement entitled "Framework Agreement [Accord-Cadre] on the Peaceful

Settlement of the Territorial Dispute between the Great Socialist People's Libyan Arab Jamahiriya and the Republic of Chad" (hereinafter referred to as the "Accord-Cadre"), done in the Arabic and French languages at Algiers on 31 August 1989. A certified copy of the Accord-Cadre was annexed to that notification.

2. The text of the Accord-Cadre, registered with the Secretariat of the United Nations under Article 102 of the Charter, and notified to the Organization of African Unity, is as follows:

"The great Socialist People's Libyan Arab Jamahiriya and the Republic of Chad,

On the basis, on the one hand, of the resolutions of the Organization of African Unity (OAU), in particular resolution AHG/Res.6 (XXV) on the Libya/Chad territorial dispute and, on the other hand, of the fundamental principles of the United Nations, namely:

— the peaceful settlement of international disputes;
— the sovereign equality of all States;
— non-use of force or threat of force in relations between States;
— respect for the national sovereignty and territorial integrity of each State;
— non-interference in internal affairs;

Resolved to settle their territorial dispute peacefully,

HEREBY DECIDE TO CONCLUDE THIS AGREEMENT:

Article 1. The two Parties undertake to settle first their territorial dispute by all political means, including conciliation, within a period of approximately one year, unless the Heads of State otherwise decide.

Article 2. In the absence of a political settlement of their territorial dispute, the two Parties undertake:

(a) to submit the dispute to the International Court of Jusfice;

(b) to take measures concomitant with the judicial settlement by withdrawing the forces of the two countries from the positions which they currently occupy on 25 August 1989 in the disputed region, under the supervision of a commission of African observers, and to refrain from establishing any new presence in any form in the said region;

(c) to proceed to the said withdrawal to distances to be agreed on;

(d) to observe the said concomitant measures until the International Court of Justice hands down a final judgment on the territorial dispute.

Article 3. All prisoners of war shall be released.

Article 4. The great Socialist People's Libyan Arab Jamahiriya and the Republic of Chad reiterate their decisions concerning the cease-fire established between them and undertake further to desist from any kind of hostility and, in particular, to:

(a) desist from any hostile media campaign;

(b) abstain from interfering directly or indirectly, in any way, on any pretext and in any circumstance, in the internal and external affairs of their respective countries;

(c) refrain from giving any political, material, financial or military support to the hostile forces of either of the two countries;

(d) proceed to the signature of a treaty of friendship, good-neighbourliness and economic and financial co-operation between the two countries.

Article 5. The two Parties decide to establish a Mixed Commission to be entrusted with the task of making the necessary arrangements for the implementation of this Agreement and ensuring that all necessary measures are taken to this end.

Article 6. The *Ad Hoc* Committee of the Organization of African Unity on the Libya/Chad dispute shall be requested to monitor the implementation of the provisions of this Agreement.

Article 7. The great Socialist People's Libyan Arab Jamahiriya and the Republic of Chad undertake to give notice of this Agreement to the United Nations and the Organization of African Unity.

Article 8. This Agreement shall enter into force on the date of its signature."

3. In its notification to the Court, the Libyan Government stated, *inter alia*, the following:

"The negotiations referred to in Article 1 of the Accord-Cadre have failed to resolve the territorial dispute between the Parties . . . and no decision by the respective Heads of State has been reached to vary the procedures established by the Accord.

Accordingly Libya is bound, following the expiry of the year referred to in Article 1, to implement its obligation under Article 2 *(a)* '. . . à soumettre le différend au jugement de la Cour internationale de Justice'.

For the purposes of the Rules of Court, the dispute ('différend') submitted to the Court is their territorial dispute ('leur différend territorial') referred to in the Accord-Cadre, and the question put to the Court may be defined in the following terms:

'In further implementation of the Accord-Cadre, and taking into account the territorial dispute between the Parties, to decide upon the limits of their respective territories in accordance with the rules of international law applicable in the matter.'"

4. Pursuant to Article 39, paragraph 1, of the Rules of Court, a certified copy of the notification and its annex was communicated forthwith to the Government of the Republic of Chad (hereinafter referred to as "Chad") by the Deputy-Registrar.

5. On 3 September 1990, the Government of Chad filed in the Registry of the Court an Application instituting proceedings against Libya, the text of which had previously been communicated to the Registry by facsimile on 1 September 1990 and to which was attached a copy of the Accord-Cadre. In its Application, Chad stated, *inter alia*, that the Heads of State of the two Parties had, "during the summit meeting held in Rabat on 22-23 August 1990, decided to seise the International Court of Justice immediately" and that the Application had been "drawn up pursuant to that decision and to Article 2 *(a)* of the Accord-Cadre of 31 August 1989"; it relied, as a basis for the Court's jurisdic-

tion, principally on Article 2 *(a)* of the Accord-Cadre and, subsidiarily, on Article 8 of a Franco-Libyan Treaty of Friendship and Good Neighbourliness of 10 August 1955; and it requested the Court to

> "determine the course of the frontier between the Republic of Chad and the Libyan Arab Jamahiriya, in accordance with the principles and rules of international law applicable in the matter as between the Parties".

6. Pursuant to Article 40, paragraph 2, of the Statute and Article 38, paragraph 4, of the Rules of Court, the Registrar transmitted forthwith to the Libyan Government a certified copy of the Application.

7. By a letter dated 28 September 1990, received in the Registry the same day by facsimile, and the original of which was received on 5 October 1990, the Agent of Chad informed the Court, *inter alia*, that his Government had noted that "its claim coincides with that contained in the notification addressed to the Court on 31 August 1990 by the Libyan Arab Jamahiriya" and considered that

> "those two notifications relate to one single case, referred to the Court in application of the Algiers Agreement, which constitutes the Special Agreement, the principal basis of the Court's jurisdiction to deal with the matter";

a copy of this letter was addressed to the Agent of Libya by the Deputy-Registrar on 1 October 1990.

8. At a meeting held by the President of the Court on 24 October 1990 with the Agents of the Parties, pursuant to Article 31 of the Rules of Court, it was agreed between the Agents, first that the proceedings had in effect been instituted by two successive notifications of the Special Agreement constituted by the Accord-Cadre of 31 August 1989 — that filed by Libya on 31 August 1990, and the communication from Chad filed on 3 September 1990, read in conjunction with the letter from the Agent of Chad of 28 September 1990 — and secondly that the procedure in this case should be determined by the Court on that basis, pursuant to Article 46, paragraph 2, of the Rules of Court.

9. By an Order dated 26 October 1990, the Court decided accordingly that each Party would file a Memorial and Counter-Memorial, within the same time-limits, and fixed 26 August 1991 as the time-limit for the Memorials.

10. Pursuant to Article 40, paragraph 3, of the Statute and Article 42 of the Rules of Court, copies of the notifications and of the Special Agreement were transmitted to the Secretary-General of the United Nations, the Members of the United Nations and other States entitled to appear before the Court; a copy of the Order dated 26 October 1990 was also communicated to them.

11. Since the Court included upon the Bench no judge of the nationality of the Parties, each of them exercised its right under Article 31, paragraph 3, of the Statute to choose a judge *ad hoc* to sit in the case: Chad designated Mr. Georges Abi-Saab, and Libya designated Mr. José Sette-Camara.

12. The Memorials of the Parties having been duly filed within the time-limit fixed for that purpose, the President, by an Order dated 26 August 1991, fixed 27 March 1992 as the time-limit for the filing, by each of the Parties, of a Counter-Memorial; the Counter-Memorials were duly filed within the time-limit so fixed.

13. By an Order dated 14 April 1992, the Court decided to authorize the pres-

entation by each of the Parties of a Reply, within the same time-limit, namely 14 September 1992; the Replies were duly filed within the time-limit so fixed.

14. On 9 February 1993, after the closure of the written proceedings, the Deputy-Agent of Chad communicated to the Registry new documents under cover of a letter in which he requested the Court, if Libya did not give its consent to the presentation of these documents, to authorize their presentation under Article 56, paragraph 2, of the Rules of Court; Libya did not object to the production of the documents.

15. In accordance with Article 53, paragraph 2, of the Rules, the Court decided to make the pleadings and annexed documents accessible to the public as from the date of the oral proceedings.

16. The Parties having been duly consulted pursuant to Articles 31 and 58, paragraph 2, of the Rules of Court, public hearings were held between 14 June and 14 July 1993, in the course of which the Court heard the oral arguments and replies of the following:

For Libya: H.E. Mr. Abdulati Ibrahim El-Obeidi,
Mr. Derek W. Bowett, C.B.E., Q.C., F.B.A.,
Mr. Kamel H. El Maghur,
Sir Ian Sinclair, K.C.M.G., Q.C.,
Mr. Walter D. Sohier,
Mr. Luigi Condorelli,
Mr. Philippe Cahier,
Mr. James R. Crawford,
Mr. Rudolf Dolzer.

For Chad: Mr. Abderahman Dadi,
Mr. Alain Pellet,
Mrs. Rosalyn Higgins, Q.C.,
Mr. Jean-Pierre Cot,
Mr. Thomas M. Franck,
Mr. Antonio Cassese,
Mr. Malcolm N. Shaw,
Mr. Jean-Marc Sorel.

At the hearings, a Member of the Court put a question to one Party who answered in writing; this reply having reached the Registry at the close of the oral proceedings, the other Party submitted written comments upon it in accordance with Article 72 of the Rules of Court.

17. In the course of the proceedings, the following submissions were presented by the Parties:

On behalf of Libya,

in the Memorial, the Counter-Memorial and Reply and at the hearing of 8 July 1993 (*mutatis mutandis* identical texts):

"*Having regard to* the various international treaties, agreements, accords and understandings and their effect or lack of effect on the present dispute, as set out in Libya's Memorial, Counter-Memorial, Reply and oral pleadings;

In view of the other facts and circumstances having a bearing on this case, as discussed above, and in Libya's pleadings;

In the light of the conduct of the Parties, of the conduct of other States

or political, secular or religious forces, whose conduct bears on the rights and titles claimed by the Parties, and of the conduct of the indigenous peoples whose territories are the subject of this dispute;

In application of the principles and rules of international law of relevance to this dispute;

May it please the Court, rejecting all contrary claims and submissions:

To adjudge and declare, as follows:

1. That there exists no boundary, east of Toummo, between Libya and Chad by virtue of any existing international agreement.

2. That in the circumstances, therefore, in deciding upon the attribution of the respective territories as between Libya and Chad in accordance with the rules of international law applicable in this matter, the following factors are relevant:

(i) that the territory in question, at all relevant times, was not *terra nullius*;

(ii) that title to the territory was, at all relevant times, vested in the peoples inhabiting the territory, who were tribes, confederations of tribes or other peoples owing allegiance to the Senoussi Order who had accepted Senoussi leadership in their fight against the encroachments of France and Italy on their lands;

(iii) that these indigenous peoples were, at all relevant times, religiously, culturally, economically and politically part of the Libyan peoples;

(iv) that, on the international plane, there existed a community of title between the title of the indigenous peoples, and the rights and titles of the Ottoman Empire, passed on to Italy in 1912 and inherited by Libya in 1951;

(v) that any claim of Chad rests on the claim inherited from France;

(vi) that the French claim to the area in dispute rested on 'actes internationaux' that did not create a territorial boundary east of Toummo, and that there is no valid alternative basis to support the French claim to the area in dispute.

3. That, in the light of the above factors, Libya has clear title to all the territory north of the line shown on Map 105 in Libya's Memorial, on Map LC-M 55 in Libya's Counter-Memorial and on Map LR 32 in Libya's Reply, that is to say the area bounded by a line that starts at the intersection of the eastern boundary of Niger and 18° N latitude, continues in a strict south-east direction until it reaches 15° N latitude, and then follows this parallel eastwards to its junction with the existing boundary between Chad and Sudan."

On behalf of Chad,

in the Memorial, the Counter-Memorial and the Reply, and at the hearing of 14 July 1993 (identical texts):

"The Republic of Chad respectfully requests the International Court of Justice to adjudge and declare that its frontier with the Libyan Arab Jamahiriya is constituted by the following line:

— from the point of intersection of the 24° of longitude east of Greenwich

with the parallel of 19° 30′ of latitude north, the frontier shall run as far as the point of intersection of the Tropic of Cancer with the 16° of longitude east of Greenwich;

— from that latter point it shall follow a line running towards the well of Toummo as far as the fifteenth degree east of Greenwich."

* * *

18. The Court has been seised of the present dispute between Libya and Chad by the notifications of the special agreement constituted by the Accord-Cadre of 31 August 1989, the text of which is set out in paragraph 2 above. The Accord-Cadre described the dispute between the Parties as "their territorial dispute" but gave no further particularization of it, and it has become apparent from the Parties' pleadings and oral arguments that they disagree as to the nature of the dispute. Libya, in its notification of the Accord-Cadre to the Court filed on 31 August 1990, explained the "territorial dispute" by stating as follows:

> "The determination of the limits of the respective territories of the Parties in this region involves, *inter alia*, a consideration of a series of international agreements although, in the view of Libya, none of these agreements finally fixed the boundary between the Parties which, accordingly, remains to be established in accordance with the applicable principles of international law."

On this basis, Libya defined the question put to the Court by requesting it:

> "In further implementation of the Accord-Cadre, and taking into account the territorial dispute between the Parties, to decide upon the limits of their respective territories in accordance with the rules of international law applicable in the matter."

Chad, on the other hand, in its initial communication to the Court filed on 3 September 1990, indicated that in its view there was a frontier between Chad and Libya, the course of which "was not the subject of any dispute until the 1970s", and stated that

> "The object of the present case is to arrive at a firm definition of that frontier, in application of the principles and rules applicable in the matter as between the Parties."

On this basis, Chad requested the Court:

> "to determine the course of the frontier between the Republic of Chad and the Libyan Arab Jamahiriya, in accordance with the principles and rules of international law applicable in the matter as between the Parties".

19. Thus Libya proceeds on the basis that there is no existing boundary, and asks the Court to determine one. Chad proceeds on the basis that there is an existing boundary, and asks the Court to declare what that boundary is. Libya considers that the case concerns a dispute regard-

ing attribution of territory, while in Chad's view it concerns a dispute over the location of a boundary.

20. Chad in its submissions has indicated the position of the line which it claims constitutes its frontier with Libya. Libya, while maintaining in its submissions that in the region in question "there exists no boundary . . . between Libya and Chad by virtue of any existing international agreement", also submits that it "has clear title to all the territory" north of a specified line, constituted for much of its length by the 15th parallel of north latitude. Sketch-map No. 1 on page 16 hereof shows the line claimed by Chad and the line claimed by Libya. The area now in dispute, between those two lines, has been referred to by Libya in this case as the Libya-Chad "Borderlands".

21. Libya bases its claim to the Borderlands on a coalescence of rights and titles: those of the indigenous inhabitants, those of the Senoussi Order (a religious confraternity, founded some time during the early part of the nineteenth century which wielded great influence and a certain amount of authority in the north and north-east of Africa), and those of a succession of sovereign States, namely the Ottoman Empire, Italy, and finally Libya itself. Chad claims a boundary on the basis of a Treaty of Friendship and Good Neighbourliness concluded by the French Republic and the United Kingdom of Libya on 10 August 1955 (hereinafter referred to as "the 1955 Treaty"). In the alternative, Chad claims that the lines delimiting the zones of influence in earlier treaties, referred to in the 1955 Treaty, had acquired the character of boundaries through French *effectivités*; it claims finally that, even irrespective of treaty provisions, Chad can rely on those *effectivités* in regard to the area claimed by it.

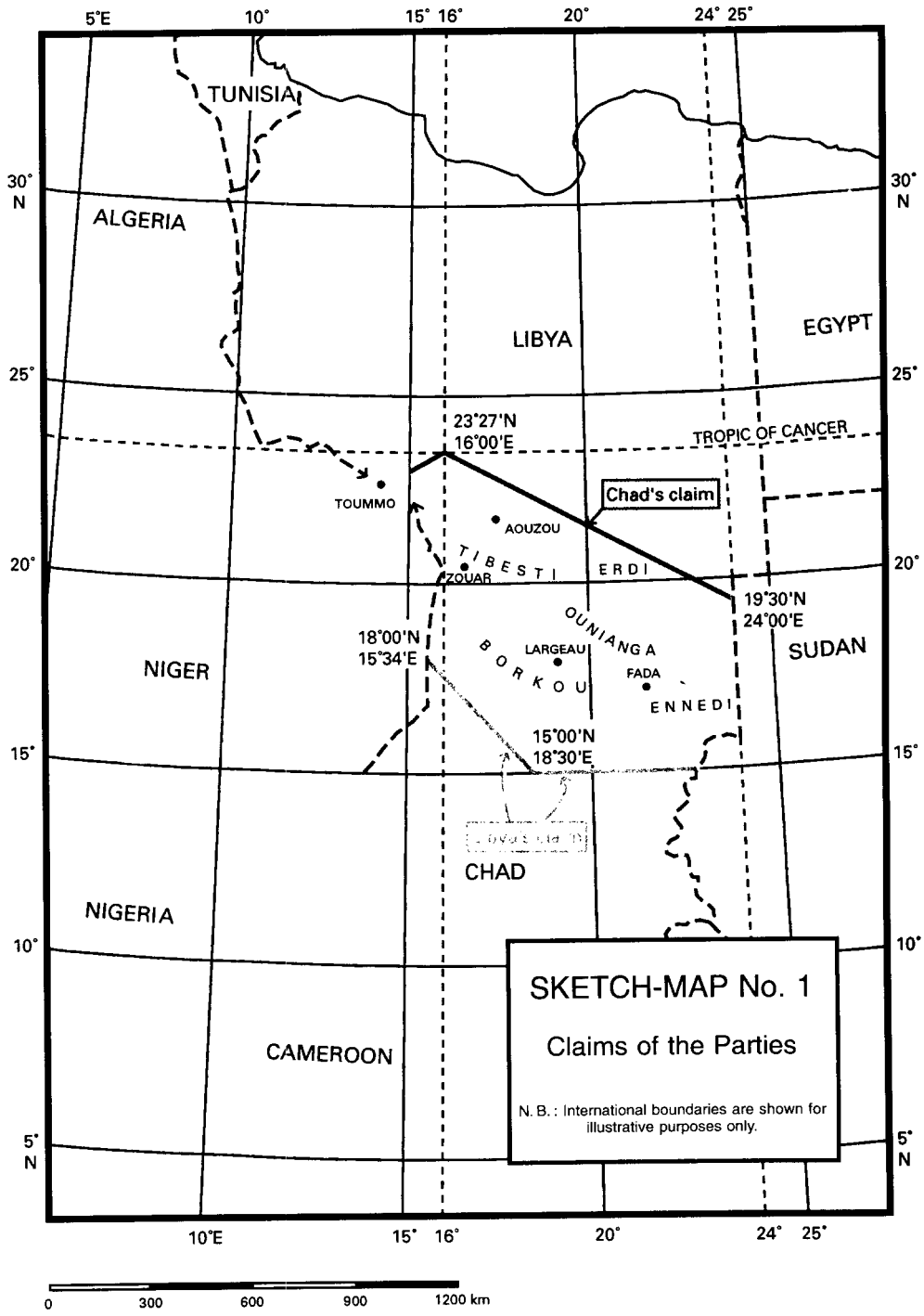
*

22. Both Parties accepted the jurisdiction of the Court on the basis of the Accord-Cadre. However, Chad has added that, subsidiarily, the jurisdiction of the Court is also based upon Article 8 of the 1955 Treaty which provides that

> "Such disputes as may arise from the interpretation and application of the present Treaty and which may prove impossible to settle by direct negotiations shall be referred to the International Court of Justice at the request of either Party, unless the High Contracting Parties agree upon some other method of settlement."

Since however the jurisdiction to deal with the present dispute conferred by the Accord-Cadre has not been disputed, there is no need to consider the question of an additional ground of jurisdiction under the Treaty.

*


5°E
10°
15° 16°
20°
24° 25°
TUNISIA
30° N
ALGERIA
LIBYA
EGYPT
25°
23°27'N
16°00'E
TROPIC OF CANCER
TOUMMO
Chad's claim
AOUZOU
TIBESTI
ERDI
ZOUAR
20°
19°30'N
24°00'E
OUNIANGA
18°00'N
15°34'E
LARGEAU
BORKOU
FADA
ENNEDI
SUDAN
NIGER
15°00'N
18°30'E
15°
CHAD
NIGERIA
10°
CAMEROON
5° N
SKETCH-MAP No. 1
Claims of the Parties
N. B. : International boundaries are shown for illustrative purposes only.
10°E
0
300
600
900
1200 km

23. Libya, which had been a colonial territory of Italy, was, after the termination of hostilities in World War II, administered by the Four Allied Powers (France, the United Kingdom, the United States and the Union of Soviet Socialist Republics), and became a sovereign State on 24 December 1951 pursuant to resolution 289 (IV) of the General Assembly of 21 November 1949. Chad had been a French colony, then a *"territoire d'outre-mer"*, appertaining in both cases to French Equatorial Africa. It became a member of the French Community from 1958 to 1960. Chad acceded to independence on 11 August 1960.

24. The dispute between the Parties is set against the background of a long and complex history of military, diplomatic and administrative activity on the part of the Ottoman Empire, France, Great Britain and Italy, as well as the Senoussi Order. This history is reflected in a number of conventions, numerous diplomatic exchanges, certain contemporary maps and various archival records, which have been furnished to the Court. The Court will first consider this documentation, and will enumerate those of the conventional instruments which appear to it to be relevant.

25. At the end of the nineteenth and beginning of the twentieth century, various agreements were entered into between France, Great Britain and, later, Italy, by which the parties purported to divide large tracts of Africa into mutually recognized spheres or zones of influence. The agreements described the limits of the areas in question, with reference to points on the ground, where such points were known and identifiable, and to lines of latitude and longitude. With the increasing influence and presence of these Powers in the region, they also entered into treaties regarding the boundaries of the territories they claimed, both between themselves and with the Ottoman Empire, already present in the region.

26. Alongside that Ottoman presence was the Senoussi Order, already referred to. The Senoussi established at many points within the region a series of *zawiyas* which, *inter alia*, fostered trade, regulated caravan traffic, arbitrated disputes and functioned as religious centres. These centres comprised mosques, schools and guesthouses for travellers, and also sometimes had in residence a *qadi* or judge. The sheikhs of the *zawiyas* were confirmed in their positions by the Grand Senoussi, the head of the Order.

27. French colonial expansion into the Chad area took place from the south, the west and the north. There was an expedition from the south in the direction of Lake Chad during the period from 1875 to 1897. From the west, another moved towards Lake Chad in the period from 1879 to 1899; and from Algiers in the north a further expedition advanced on the Lake from 1898 to 1900. Consequent on this expansion, large tracts of African territory were later grouped together in what were designated as French West Africa and French Equatorial Africa.

28. Towards the end of the nineteenth century France and Great Britain entered into two successive agreements, in the form of an Exchange of Declarations signed at London on 5 August 1890, and a Convention

concluded at Paris on 14 June 1898, as a result of which *(inter alia)* each party recognized certain territories in Africa as falling within the "sphere" of the other (1898 Convention, Art. IV). By a subsequent Declaration signed at London on 21 March 1899, it was agreed that the fourth article of the 1898 Convention should be completed by certain provisions, and in particular it was recorded that "it is understood, in principle, that to the north of the 15th parallel the French zone shall be limited by" a specified line, described in the text. No map was attached to the Declaration, but a few days after its adoption the French authorities published a *Livre jaune* including a map, a copy of which is attached to this Judgment (see paragraph 58 below).

29. Exchanges of letters took place between the French and Italian Governments, relating to their interests in Africa, on 14-16 December 1900, and 1-2 November 1902, in the course of which Italy was reassured that "the limit to French expansion in North Africa . . . is to be taken as corresponding to the frontier of Tripolitania as shown on the map annexed to the Declaration of 21 March 1899". As indicated below (paragraph 61), the reference could only have been to the *Livre jaune* map. Similar assurances were given to Italy by the British Government in an exchange of letters of 11-12 March 1902.

30. On 19 May 1910, a Convention was concluded between the Tunisian Government and the Ottoman Empire defining the frontier between the Regency of Tunis and the Vilayet of Tripoli. In 1912 Italian sovereignty was established over the Turkish provinces of Tripolitania and Cyrenaica (Treaties of Ouchy and Lausanne, 15 and 18 October 1912). Certain rights and privileges were however reserved to the Sultan by the Treaty of Lausanne.

31. On 8 September 1919, France and Great Britain concluded a Convention expressed to be supplementary to the Declaration of 21 March 1899 additional to the Convention of 14 June 1898 (paragraph 28 above), recording *(inter alia)* an interpretation of the 1899 Declaration defining the limits of the French zone. On 12 September 1919 an arrangement in the form of an exchange of letters was concluded between France and Italy for the fixing of the boundary between Tripolitania and the French possessions in Africa west of Toummo.

32. The Treaty of Lausanne of 24 July 1923 re-established peace between Turkey and the other signatory parties (including France, Great Britain and Italy); it included a provision that Turkey recognized the definitive abolition of all rights and privileges which it maintained in Libya under the 1912 Treaty of Lausanne. By a Protocol dated 10 January 1924, approved by an Exchange of Notes of 21 January 1924, France and Great Britain defined the boundary between French Equatorial Africa and the Anglo-Egyptian Sudan. Similarly, an Exchange of Notes of 20 July 1934 between Egypt, Great Britain and Italy defined the boundary between Libya and the Sudan.

33. On 7 January 1935 a Treaty was concluded between France and Italy for the settlement of questions pending between them in Africa. That Treaty included a definition of a boundary between Libya and the adjacent French colonies east of Toummo. Although ratification of the treaty was authorized by the parliaments of both parties, instruments of ratification were never exchanged, and the treaty never came into force; for convenience, it will be referred to hereafter as "the non-ratified Treaty of 1935".

34. After the conclusion of World War II, the Treaty of Peace with Italy was signed on 10 February 1947. By Article 23 of this Treaty, Italy renounced all right and title to its territorial possessions in Africa, i.e., Libya, Eritrea and Italian Somaliland. The final disposal of these possessions was to be determined jointly by the Governments of the Four Allied Powers; if those Powers were unable to agree within one year on the final disposal of the territories the matter was to be referred to the General Assembly of the United Nations for a recommendation. The four Powers undertook in advance to accept that recommendation. There being no agreement between the four Powers, the General Assembly was seised and, by resolution 289 (IV) of 21 November 1949, recommended that "Libya, comprising Cyrenaica, Tripolitania and the Fezzan, shall be constituted an independent and sovereign State". The independence of Libya was proclaimed on 24 December 1951, and recognized on 1 February 1952 by General Assembly resolution 515 (VI). With independence, Libya entered into treaties with the United Kingdom and the United States, which provided *inter alia* for a military presence in Libya.

* *

35. Negotiations opened at the beginning of 1955 between Libya and France, and led to the conclusion of the 1955 Treaty, i.e., the Treaty of Friendship and Good Neighbourliness between the French Republic and the United Kingdom of Libya of 10 August 1955. In the preceding November, Libya had informed France that it did not intend to renew a provisional military arrangement of 24 December 1951 under which French forces remained stationed on Libyan territory, in the Fezzan. The French Government wished to maintain its military presence there, but the Libyan Parliament had made it clear that it had no intention of accepting an agreement leaving French forces in the Fezzan. Among other matters which were the subject of negotiation were military matters (including the non-substitution of other foreign troops for the French troops, and French access to airstrips and certain caravan routes), and the question of boundaries. France possessed extensive territories in Africa which bordered Libya on the west and on the south. French authority in parts of those territories had been challenged and a settled border was essential. This was so particularly to the west of Toummo.

East of Toummo, on the other hand, there was, in France's view, an existing frontier resulting from the Anglo-French Agreements of 1898, 1899 and 1919 (paragraphs 28, 31 above), but there had been long-standing disagreement between France and Italy in that respect. Obtaining Libyan acceptance of those agreements, which entailed recognition of the inapplicability of the non-ratified Treaty of 1935, was important to the French.

36. It is recognized by both Parties that the 1955 Treaty is the logical starting-point for consideration of the issues before the Court. Neither Party questions the validity of the 1955 Treaty, nor does Libya question Chad's right to invoke against Libya any such provisions thereof as relate to the frontiers of Chad. However, although the Treaty states that it has been entered into "on the basis of complete equality, independence and liberty", Libya has contended that, at the time of the Treaty's conclusion, it lacked the experience to engage in difficult negotiations with a Power enjoying the benefit of long international experience. On this ground, Libya has suggested that there was an attempt by the French negotiators to take advantage of Libya's lack of knowledge of the relevant facts, that Libya was consequently placed at a disadvantage in relation to the provisions concerning the boundaries, and that the Court should take this into account when interpreting the Treaty; it has not however taken this argument so far as to suggest it as a ground for invalidity of the Treaty itself.

37. The 1955 Treaty, a complex treaty, comprised, in addition to the Treaty itself, four appended Conventions and eight Annexes; it dealt with a broad range of issues concerning the future relationship between the two parties. It was provided by Article 9 of the Treaty that the Conventions and Annexes appended to it formed an integral part of the Treaty. One of the matters specifically addressed was the question of frontiers, dealt with in Article 3 and Annex I. The appended Conventions were a Convention of Good Neighbourliness, a Convention on Economic Co-operation, a Cultural Convention, and a "Particular Convention" dealing with the withdrawal of French forces from the Fezzan.

38. The Court will first consider Article 3 of the 1955 Treaty, together with the Annex to which that Article refers, in order to decide whether or not that Treaty resulted in a conventional boundary between the territories of the Parties. If the 1955 Treaty did result in a boundary, this furnishes the answer to the issues raised by the Parties: it would be a response at one and the same time to the Libyan request to determine the limits of the respective territories of the Parties and to the request of Chad to determine the course of the frontier. The Court's initial task must therefore be to interpret the relevant provisions of the 1955 Treaty, on which the Parties have taken divergent positions.

39. Article 3 of the Treaty reads as follows:

[Translation by the Registry]

"The two High Contracting Parties recognize that the frontiers between the territories of Tunisia, Algeria, French West Africa and

French Equatorial Africa on the one hand, and the territory of Libya on the other, are those that result from the international instruments in force on the date of the constitution of the United Kingdom of Libya as listed in the attached Exchange of Letters (Ann. I)."

The Treaty was concluded in French and Arabic, both texts being authentic; the Parties in this case have not suggested that there is any divergence between the French and Arabic texts, save that the words in Arabic corresponding to "sont celles qui résultent" (are those that result) might rather be rendered "sont les frontières qui résultent" (are the frontiers that result). The Court will base its interpretation of the Treaty on the authoritative French text.

40. Annex I to the Treaty comprises an exchange of letters which, after quoting Article 3, reads as follows:

"The reference is to *[Il s'agit de]* the following texts:

— the Franco-British Convention of 14 June 1898;
— the Declaration completing the same, of 21 March 1899;

— the Franco-Italian Agreements of 1 November 1902;
— the Convention between the French Republic and the Sublime Porte, of 12 May 1910;
— the Franco-British Convention of 8 September 1919;
— the Franco-Italian Arrangement of 12 September 1919.

With respect to this latter arrangement and in conformity with the principles set forth therein, it was recognized by the two delegations that, between Ghat and Toummo, the frontier traverses the following three points, viz., the Takharkhouri Gap, the Col d'Anai and Landmark 1010 (Garet Derouet el Djemel).

The Government of France is ready to appoint experts who might become part of a Joint Franco-Libyan Commission entrusted with the task of marking out the frontier, wherever that work has not yet been done and where either Government may consider it to be necessary.

In the event of a disagreement in the course of the demarcation, the two Parties shall each designate a neutral arbitrator and, in the event of a disagreement between the arbitrators, they shall designate a neutral referee to settle the dispute."

It has been recognized throughout the proceedings that the Convention referred to as of 12 May 1910 is actually that of 19 May 1910 mentioned in paragraph 30 above.

41. The Court would recall that, in accordance with customary international law, reflected in Article 31 of the 1969 Vienna Convention on the Law of Treaties, a treaty must be interpreted in good faith in accordance with the ordinary meaning to be given to its terms in their context

and in the light of its object and purpose. Interpretation must be based above all upon the text of the treaty. As a supplementary measure recourse may be had to means of interpretation such as the preparatory work of the treaty and the circumstances of its conclusion.

42. According to Article 3 of the 1955 Treaty, the parties "recognize *[reconnaissent]* that the frontiers . . . are those that result" from certain international instruments. The word "recognize" used in the Treaty indicates that a legal obligation is undertaken. To recognize a frontier is essentially to "accept" that frontier, that is, to draw legal consequences from its existence, to respect it and to renounce the right to contest it in future.

43. In the contention of Libya, the parties to the 1955 Treaty intended to recognize only the frontiers that had previously been fixed by the international instruments: where frontiers already existed (as between Tunisia and Libya), they were confirmed by the 1955 Treaty, but where there was no frontier (as in the south), the treaty did not create one. The Court is unable to accept this view; it has no difficulty either in ascertaining the natural and ordinary meaning of the relevant terms of the 1955 Treaty, or in giving effect to them. In the view of the Court, the terms of the Treaty signified that the parties thereby recognized complete frontiers between their respective territories as resulting from the combined effect of all the instruments listed in Annex I; no relevant frontier was to be left undefined and no instrument listed in Annex I was superfluous. It would be incompatible with a recognition couched in such terms to contend that only some of the specified instruments contributed to the definition of the frontier, or that a particular frontier remained unsettled. So to contend would be to deprive Article 3 of the Treaty and Annex I of their ordinary meaning. By entering into the Treaty, the parties recognized the frontiers to which the text of the Treaty referred; the task of the Court is thus to determine the exact content of the undertaking entered into.

44. Libya's argument is that, of the international instruments listed in Annex I to the 1955 Treaty, only the Franco-Ottoman Convention of 1910 and the Franco-Italian arrangement of 1919 had produced frontiers binding on Libya at the time of independence, and that such frontiers related to territories other than those in issue in this case. In the view of Libya, the 1899 Franco-British Declaration merely defined, north of the 15th parallel, a line delimiting spheres of influence, as distinct from a territorial frontier; neither the 1919 Franco-British Convention nor French *effectivités* conferred on that line any other status; furthermore the latter instrument was never opposable to Italy. The 1902 Franco-Italian exchange of letters, in Libya's view, was no longer in force, either because Italy renounced all rights to its African territories by the 1947 Peace Treaty (paragraph 34 above), or for lack of notification under Article 44 of that Treaty.

45. The Court does not consider that it is called upon to determine these questions. The fixing of a frontier depends on the will of the sovereign States directly concerned. There is nothing to prevent the parties from deciding by mutual agreement to consider a certain line as a frontier, whatever the previous status of that line. If it was already a territorial boundary, it is confirmed purely and simply. If it was not previously a territorial boundary, the agreement of the parties to "recognize" it as such invests it with a legal force which it had previously lacked. International conventions and case-law evidence a variety of ways in which such recognition can be expressed. In the case concerning the *Temple of Preah Vihear*, a map had been invoked on which a line had been drawn purporting to represent the frontier determined by a delimitation commission under a treaty which provided that the frontier should follow a watershed; in fact the line drawn did not follow the watershed. The Court based its decision upholding the "map line" on the fact that "both Parties, by their conduct, recognized the line and thereby in effect agreed to regard it as being the frontier line" (*Temple of Preah Vihear, Merits, I.C.J. Reports 1962*, p. 33).

46. In support of its interpretation of the Treaty, Libya has drawn attention to the fact that Article 3 of the Treaty mentions "the frontiers" in the plural. It argues from this that the parties had in view delimitation of some of their frontiers, not that of the whole of the frontier. The use of the plural is, in the view of the Court, to be explained by the fact that there were differences of legal status between the various territories bordering on Libya for whose international relations France was at the time responsible, and their respective frontiers had been delimited by different agreements. Tunisia was a protectorate at the time; Algeria was a *groupe de départements*; and French West Africa and French Equatorial Africa were both *groupes de territoires d'outre-mer*. In this context the use of the plural is clearly appropriate, and does not have the significance attributed to it by Libya. Moreover, it is to be noted that the parties referred to a frontier between French Equatorial Africa and Libya.

47. The fact that Article 3 of the Treaty specifies that the frontiers recognized are "those that result from the international instruments" defined in Annex I means that all of the frontiers result from those instruments. Any other construction would be contrary to the actual terms of Article 3 and would render completely ineffective the reference to one or other of those instruments in Annex I. As the Permanent Court of International Justice observed, in its Advisory Opinion of 21 November 1925, dealing with a provision of the Treaty of Lausanne "intended to *lay down* the frontier of Turkey" (emphasis in original),

> "the very nature of a frontier and of any convention designed to establish frontiers between two countries imports that a frontier must constitute a definite boundary line *throughout its length*" (*Inter-*

pretation of Article 3, Paragraph 2, of the Treaty of Lausanne, Advisory Opinion, 1925, P.C.I.J., Series B, No. 12, p. 20, emphasis added).

It went on to say that

> "It is . . . natural that any article designed to fix a frontier should, if possible, be so interpreted that the result of the application of its provisions in their entirety should be the establishment of a precise, complete and definitive frontier." *(Ibid.)*

Similarly, in 1959 in the case concerning *Sovereignty over Certain Frontier Land*, the Court took note of the Preamble to a Boundary Convention as recording the common intention of the parties to "fix and regulate all that relates to the demarcation of the frontier" and held that

> "Any interpretation under which the Boundary Convention is regarded as leaving in suspense and abandoning for a subsequent appreciation of the *status quo* the determination of the right of one State or the other to the disputed plots would be incompatible with that common intention." (*I.C.J. Reports 1959*, pp. 221-222.)

48. The Court considers that Article 3 of the 1955 Treaty was aimed at settling all the frontier questions, and not just some of them. The manifest intention of the parties was that the instruments referred to in Annex I would indicate, cumulatively, all the frontiers between the parties, and that no frontier taken in isolation would be left out of that arrangement. In the expression "the frontiers between the territories . . .", the use of the definite article is to be explained by the intention to refer to all the frontiers between Libya and those neighbouring territories for whose international relations France was then responsible. Article 3 does not itself define the frontiers, but refers to the instruments mentioned in Annex I. The list in Annex I was taken by the parties as exhaustive as regards delimitation of their frontiers.

49. Article 3 of the 1955 Treaty refers to the international instruments *"en vigueur"* (in force) on the date of the constitution of the United Kingdom of Libya, *"tels qu'ils sont définis"* (as listed) in the attached exchange of letters. These terms have been interpreted differently by the Parties. Libya stresses that only the international instruments in force on the date of the independence of Libya can be taken into account for the determination of the frontiers; and that, as the agreements mentioned in Annex I and relied on by Chad were, according to Libya, no longer in force on 24 December 1951, they could not be taken into consideration. It argues also that account could be taken of other instruments, relevant and in force, which were not listed in Annex I.

50. The Court is unable to accept these contentions. Article 3 does not refer merely to the international instruments *"en vigueur"* (in force) on the date of the constitution of the United Kingdom of Libya, but to the international instruments *"en vigueur"* on that date *"tels qu'ils sont définis"*

(as listed) in Annex I. To draw up a list of governing instruments while leaving to subsequent scrutiny the question whether they were in force would have been pointless. It is clear to the Court that the parties agreed to consider the instruments listed as being in force for the purposes of Article 3, since otherwise they would not have referred to them in the Annex. The contracting parties took the precaution to determine by mutual agreement which were the instruments in force for their purposes. According to the restrictive formulation employed in Annex I, *"il s'agit des textes"* enumerated in that Annex. This drafting of Article 3 and Annex I excludes any other international instrument *en vigueur*, not included in the Annex, which might have concerned the territory of Libya. *A fortiori* is this the case of the non-ratified Treaty of 1935, which was never *en vigueur* and is not mentioned in the Annex. The Court may confine itself to taking account of the instruments listed in the Annex, without having to enquire whether those instruments, listed by agreement between France and Libya, were in force at the date of Libya's independence, or opposable to it.

51. The parties could have indicated the frontiers by specifying in words the course of the boundary, or by indicating it on a map, by way of illustration or otherwise; or they could have done both. They chose to proceed in a different manner and to establish, by agreement, the list of international instruments from which the frontiers resulted, but the course for which they elected presents no difficulties of interpretation. That being so, the Court's task is clear:

> "Having before it a clause which leaves little to be desired in the nature of clearness, it is bound to apply this clause as it stands, without considering whether other provisions might with advantage have been added to or substituted for it." (*Acquisition of Polish Nationality, Advisory Opinion, 1923, P.C.I.J., Series B, No. 7*, p. 20.)

The text of Article 3 clearly conveys the intention of the parties to reach a definitive settlement of the question of their common frontiers. Article 3 and Annex I are intended to define frontiers by reference to legal instruments which would yield the course of such frontiers. Any other construction would be contrary to one of the fundamental principles of interpretation of treaties, consistently upheld by international jurisprudence, namely that of effectiveness (see, for example, the *Lighthouses Case between France and Greece, Judgment, 1934, P.C.I.J., Series A/B, No. 62*, p. 27; *Legal Consequences for States of the Continued Presence of South Africa in Namibia (South West Africa) notwithstanding Security Council Resolution 276 (1970), I.C.J. Reports 1971*, p. 35, para. 66; and *Aegean Sea Continental Shelf, I.C.J. Reports 1978*, p. 22, para. 52).

52. Reading the 1955 Treaty in the light of its object and purpose one observes that it is a treaty of friendship and good neighbourliness concluded, according to its Preamble, "in a spirit of mutual understanding and on the basis of complete equality, independence and liberty". The parties stated in that Preamble their conviction that the signature of the

treaty would "serve to facilitate the settlement of all such questions as arise for the two countries from their geographical location and interests in Africa and the Mediterranean", and that they were "Prompted by a will to strengthen economic, cultural and good-neighbourly relations between the two countries". The object and purpose of the Treaty thus recalled confirm the interpretation of the Treaty given above, inasmuch as that object and purpose led naturally to the definition of the territory of Libya, and thus the definition of its boundaries. Furthermore the presupposition that the Treaty did define the frontier underlies Article 4 of the Treaty, in which the parties undertake to take "all such measures as may be necessary for the maintenance of peace and security in the areas bordering on the frontiers". It also underlies Article 5 relating to consultations between the parties concerning "the defence of their respective territories". More particularly Article 5 adds that "With regard to Libya, this shall apply to the Libyan territory as defined in Article 3 of the present Treaty". To "define" a territory is to define its frontiers. Thus, in Article 5 of the Treaty, the parties stated their own understanding of Article 3 as being a provision which itself defines the territory of Libya.

53. The conclusions which the Court has reached are reinforced by an examination of the context of the Treaty, and, in particular, of the Convention of Good Neighbourliness between France and Libya, concluded between the parties at the same time as the Treaty. The Convention refers, in Article 1, to the "frontiers, as defined in Article 3 of the Treaty of Friendship and Good Neighbourliness". Title III of the Convention concerns "Caravan traffic and trans-frontier movements", and it begins with Article 9, which reads as follows:

> "The Government of France and the Government of Libya undertake to grant freedom of movement to nomads from tribes that traditionally trade on either side of the frontier between Algeria, French West Africa and French Equatorial Africa, on the one hand, and Libya, on the other, so as to maintain the traditional caravan links between the regions of Tibesti, Ennedi, Borkou, Bilma and the Ajjers, on the one hand, and those of Koufra, Mourzouk, Oubari, Ghat, Edri and Ghadamès, on the other."

This provision refers specifically to *(inter alia)* the frontier between French Equatorial Africa and Libya; and it is clear from its terms that, according to the parties to the Treaty, that frontier separates the French-ruled regions of Tibesti, Ennedi and Borkou (indicated on sketch-map No. 1 at p. 16 above), which are sometimes referred to as "the BET", on the one hand, and the Libyan regions of Koufra, Mourzouk, etc. on the other.

54. Article 10 of the Convention of Good Neighbourliness establishes a zone open to caravan traffic "on both sides of the frontier". This zone is bounded as follows:

> "On French territory: by a line which, leaving the frontier to the west of Ghadamès, runs through Tinfouchaye, Timellouline, Ohanet, Fort-Polignac, Fort-Gardel, Bilma, Zouar, Largeau, Fada and continues in a straight line as far as the Franco-Sudanese frontier.
>
> On Libyan territory: by a line which, leaving Sinaouen, runs through Derj, Edri, El Abiod, Ghoddoua, Zouila, Ouaou En Namous, Koufra, and continues in a straight line as far as the Libyo-Egyptian frontier."

Libya has therefore expressly recognized that Zouar, Largeau and Fada lie in French territory. The position of those places is indicated on sketch-map No. 1, on page 16 above. Article 11 of the Convention stipulates that "caravan traffic permits shall be issued . . . [in] French territory [by the] administrative authorities of . . . Zouar, Largeau, Fada"; and in "Libyan territory [by the] administrative authorities of . . . Mourzouk, Koufra and the Oraghen Touareg". According to Article 13, nomads bearing a caravan traffic permit may "move freely across the frontier". The following expressions are also found in the Convention: "on either side of the frontier", "frontier zone" (Art. 15); "cross the frontier" (Art. 16); "the French and Libyan frontier authorities" (Arts. 17 and 20); "cross-border transit" (Art. 18). The use of these expressions is consistent with the existence of a frontier. In the view of the Court, it is difficult to deny that the 1955 Treaty provided for a frontier between Libya and French Equatorial Africa, when one of the appended Conventions contained such provisions governing the details of the trans-frontier movements of the inhabitants of the region.

55. The Court considers that it is not necessary to refer to the *travaux préparatoires* to elucidate the content of the 1955 Treaty; but, as in previous cases, it finds it possible by reference to the *travaux* to confirm its reading of the text, namely, that the Treaty constitutes an agreement between the parties which, *inter alia*, defines the frontiers. It is true that the Libyan negotiators wished at the outset to leave aside the question of frontiers, but Ambassador Dejean, Head of the French Delegation at the negotiations held in Tripoli in July-August 1955, insisted "that it was not possible to conclude the treaty without an agreement on the frontiers". On 28 July 1955, according to the Libyan minutes of the negotiations, the Libyan Prime Minister stated:

> "that the question [of the frontiers] was not free from difficulty since the Italians had occupied many centres behind the existing frontier".

Ambassador Dejean stated "that Italy had exploited France's weakness during the last war" and "that it [Italy] had crossed over the borders which had been agreed upon under the Agreement of 1919 which were still valid . . .". The Libyan Prime Minister then proposed

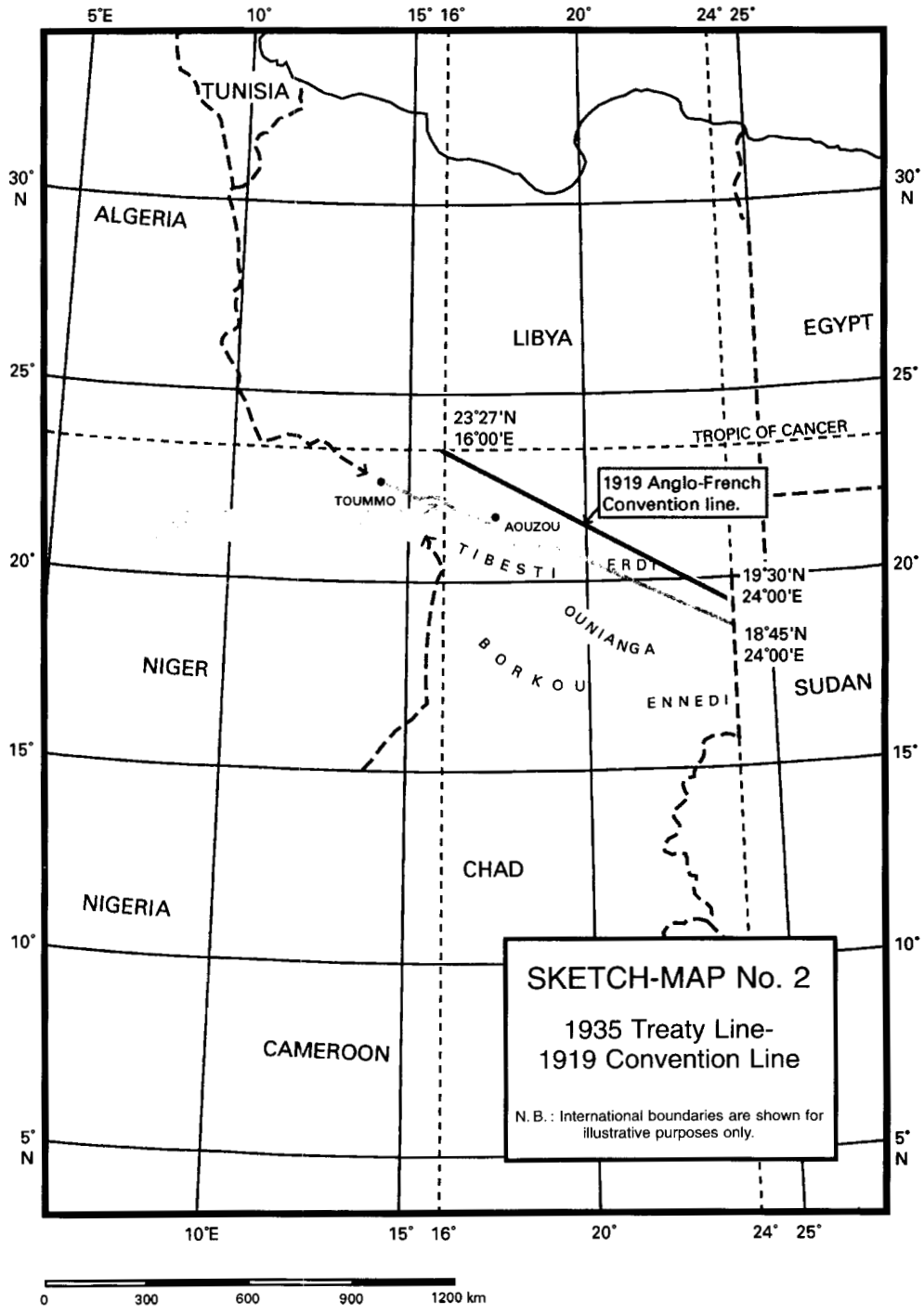
"that the question of the frontiers be deferred at the present time until the Libyan side had had time to study the subject, and then experts could be despatched to work with French experts to reach an agreement on demarcation and he asked that it be considered sufficient to say that the Agreement of 1919 was acceptable and that the implementation of it be left to the near future".

56. It is clear from these minutes that the Libyan Prime Minister expressly accepted the agreement of 1919, the "implementation" of the agreement to be left "to the near future"; and in this context, the term "implementation" can only mean operations to demarcate the frontier on the ground. The Prime Minister spoke also of an agreement on "demarcation", which presupposes the prior delimitation — in other words definition — of the frontier. Use of the term "demarcation" creates a presumption that the parties considered the definition of the frontiers as already effected, to be followed if necessary by a demarcation, the ways and means of which were defined in Annex I.

*

57. Having concluded that the contracting parties wished, by the 1955 Treaty, and particularly by its Article 3, to define their common frontier, the Court must now examine what is the frontier between Libya and Chad (in 1955, between Libya and French Equatorial Africa) which results from the international instruments listed in Annex I, the text of which is set out in paragraph 40 above. It should however first be noted that, as already indicated (paragraph 50 above), the list in Annex I does not include the non-ratified Treaty of 1935. That Treaty provided in detail for a frontier made up of nine sectors (straight lines/crest lines, etc.) from Toummo to the intersection of the line of longitude 24° east of Greenwich with the line of latitude 18° 45′ north; this line is shown on sketch-map No. 2 on page 29 hereof, together with the 1919 Anglo-French Convention line (paragraph 59 below). Of the treaties prior to 1955 bearing upon a boundary line in this region, the non-ratified Treaty of 1935 was thus the most detailed. Yet it was not mentioned in Annex I. The omission is all the more significant inasmuch as, in February 1955, a few months before the execution of the 1955 Treaty in August, a Franco-Libyan incident which occurred at Aouzou had focused attention on the area lying to the south of the line of the 1919 Anglo-French Convention and to the north of the line of the non-ratified Treaty of 1935.

*


5°E
10°
15° 16°
20°
24° 25°
30° N
25°
20°
15°
10°
5° N
TUNISIA
ALGERIA
LIBYA
EGYPT
NIGER
NIGERIA
CHAD
CAMEROON
SUDAN
23°27'N
16°00'E
TROPIC OF CANCER
1919 Anglo-French Convention line.
TOUMMO
AOUZOU
TIBESTI
ERDI
19°30'N
24°00'E
OUNIANGA
18°45'N
24°00'E
BORKOU
ENNEDI
SKETCH-MAP No. 2
1935 Treaty Line-
1919 Convention Line
N. B.: International boundaries are shown for illustrative purposes only.
0
300
600
900
1200 km

58. The first instrument mentioned in Annex I, the Franco-British Convention of 14 June 1898, bears no direct relation to the present dispute; it is mentioned in Annex I on account of the Additional Declaration of 21 March 1899. This Declaration of 1899, which complements the Convention of 1898, defines a line limiting the French zone (or sphere of influence) to the north-east in the direction of Egypt and the Nile Valley, already under British control, and is therefore relevant. The 1899 Declaration recites that "The IVth Article of the Convention of 14 June 1898 shall be completed by the following provisions, which shall be considered as forming an integral part of it". Among these provisions is paragraph 3:

> "It is understood, in principle, that to the north of the 15th parallel the French zone shall be limited to the north-east and east by a line which shall start from the point of intersection of the Tropic of Cancer with the 16th degree of longitude east of Greenwich (13° 40′ east of Paris), shall run thence to the south-east until it meets the 24th degree of longitude east of Greenwich (21° 40′ east of Paris), and shall then follow the 24th degree until it meets, to the north of the 15th parallel of latitude, the frontier of Darfur as it shall eventually be fixed."

The text of this provision is not free from ambiguities, since the use of the words "in principle" raises some question whether the line was to be strictly south-east or whether some leeway was possible in establishing the course of the line. Different interpretations were possible, since the point of intersection of the line with the 24th degree of longitude east was not specified, and the original text of the Declaration was not accompanied by a map showing the course of the line agreed. As noted above (paragraph 28), a few days after the adoption of that Declaration, the French authorities published its text in a *Livre jaune* including a map; a copy of that map is attached to this Judgment. On that map, a red line, solid or interrupted, coupled with red shading, indicated, according to the map legend, the *"limite des possessions françaises, d'après la convention du 21 mars 1899"*. The red line was continuous where it reflected boundaries defined in that Convention, and a pecked line where it indicated the limit of the "French zone" defined in paragraph 3 of the Convention. The pecked line was shown as running, not directly south-east, but rather in an east-south-east direction, so as to terminate at approximately the intersection of the 24° meridian east with the parallel 19° of latitude north. The direct south-east line and the *Livre jaune* map line are shown for purposes of comparison on sketch-map No. 3 on page 32 hereof (together with the line defined in the Convention of 8 September 1919, dealt with below).

59. For the purposes of the present Judgment, the question of the position of the limit of the French zone may be regarded as resolved by

the Convention of 8 September 1919 signed at Paris between Great Britain and France. As stated in the Convention itself, this Convention was

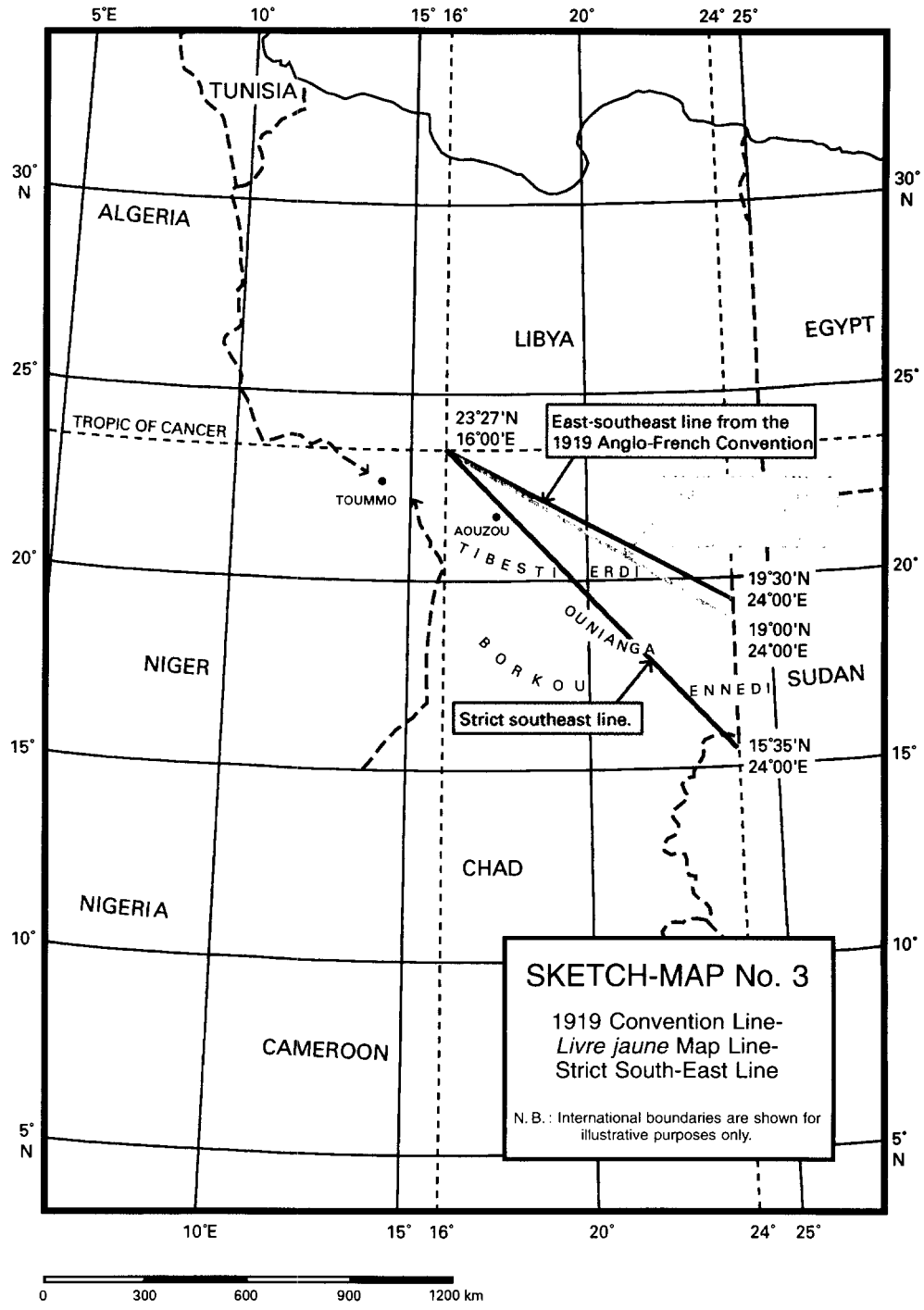
> "Supplementary to the Declaration signed at London on March 21, 1899, as an addition to the Convention of June 14, 1898, which regulated the Boundaries between the British and French Colonial Possessions and Spheres of Influence to the West and East of the Niger."

It specified the boundary between Darfour and French Equatorial Africa, and contained various provisions relating to the possible extension eastwards of the French sphere, beyond the 24th degree of longitude. However, its concluding paragraph provided:

> "It is understood that nothing in this Convention prejudices the interpretation of the Declaration of the 21st March, 1899, according to which the words in Article 3 '. . . shall run thence to the south-east until it meets the 24th degree of longitude east of Greenwich (21° 40′ east of Paris)' are accepted as meaning '. . . shall run thence in a south-easterly direction until it meets the 24th degree of longitude east of Greenwich at the intersection of that degree of longitude with parallel 19° 30′ degrees of latitude'."

This provision meant that the south-easterly line specified by the 1899 Declaration was not to run directly south-east but in an east-south-east direction so as to intersect with the 24th degree of longitude at a point more to the north than would a direct south-easterly line. This Convention, in thus accepting an east-south-east line rather than a strict south-east line, was in effect confirming the earlier French view that the 1899 Declaration did not provide for a strict south-east line, and was in fact, as to the eastern end-point, stipulating a line even further north than the line shown on the *Livre jaune* map. Sketch-map No. 3, attached below, shows, for ease of comparison, the relative positions of the three lines — the strict south-east line, the *Livre jaune* line and the 1919 line.

60. There is thus little point in considering what was the pre-1919 situation, in view of the fact that the Anglo-French Convention of 8 September 1919 determined the precise end-point of the line in question, by adopting the point of intersection of the 24th degree of longitude east with the parallel 19° 30′ of latitude north. The text of the 1919 Convention presents this line as an interpretation of the Declaration of 1899; in the view of the Court, for the purposes of the present Judgment, there is no reason to categorize it either as a confirmation or as a modification of the Declaration. Inasmuch as the two States parties to the Convention are those that concluded the Declaration of 1899, there can be no doubt that the "interpretation" in question constituted, from 1919 onwards,


5°E
10°
15° 16°
20°
24° 25°
TUNISIA
30° N
ALGERIA
LIBYA
EGYPT
25°
TROPIC OF CANCER
23°27'N
16°00'E
East-southeast line from the
1919 Anglo-French Convention
TOUMMO
AOUZOU
TIBESTI
ERDI
20°
19°30'N
24°00'E
19°00'N
24°00'E
OUNIANGA
BORKOU
ENNEDI
SUDAN
NIGER
Strict southeast line.
15°35'N
24°00'E
15°
CHAD
NIGERIA
10°
SKETCH-MAP No. 3
1919 Convention Line-
Livre jaune Map Line-
Strict South-East Line
N. B.: International boundaries are shown for illustrative purposes only.
CAMEROON
5° N
10°E
0
300
600
900
1200 km

and as between them, the correct and binding interpretation of the Declaration of 1899. It is opposable to Libya by virtue of the 1955 Treaty. For these reasons, the Court concludes that the line described in the 1919 Convention represents the frontier between Chad and Libya to the east of the meridian 16° east.

61. The Court now turns to the frontier west of that meridian. The Franco-Italian exchange of letters of 1 November 1902 refers both to the Anglo-French Declaration of 1899 and to the Franco-Italian exchange of letters of 1900 (paragraph 29 above). It states that

> "the limit to French expansion in North Africa, as referred to in the above mentioned letter . . . dated 14 December 1900, is to be taken as corresponding to the frontier of Tripolitania as shown on the map annexed to the Declaration of 21 March 1899".

The map referred to could only be the map in the *Livre jaune* which showed a pecked line indicating the frontier of Tripolitania. That line must therefore be examined by the Court in determining the course of the frontier between Libya and Chad, to the extent that it does not result from the Anglo-French agreements of 1898, 1899 and 1919.

62. The Convention between the Tunisian Government and the Ottoman Government of 19 May 1910 (paragraph 30 above) concerns only the frontier between the Vilayet of Tripoli (which is now a part of Libya) and the Regency of Tunis (i.e., present-day Tunisia); and consequently, while appropriate for inclusion in Annex I to the 1955 Treaty, it has no bearing on the dispute between Libya and Chad. Similarly, since the Franco-Italian Arrangement of 12 September 1919 governs only the sector between Ghadamès and Toummo, and thus does not directly concern the frontier between Chad and Libya, the Court finds it unnecessary to take it further into consideration here.

*

63. The Court will now indicate how the line which results from the combined effect of the instruments listed in Annex I to the 1955 Treaty is made up, as far as the territories of Chad and Libya are concerned. It is clear that the eastern end-point of the frontier will lie on the meridian 24° east, which is here the boundary of the Sudan. To the west, the Court is not asked to determine the tripoint Libya-Niger-Chad; Chad in its submissions merely asks the Court to declare the course of the frontier "as far as the fifteenth degree east of Greenwich". In any event the Court's decision in this respect, as in the *Frontier Dispute* case, "will . . . not be opposable to Niger as regards the course of that country's frontiers" (*I.C.J. Reports 1986*, p. 580, para. 50). Between 24° and 16° east of Greenwich, the line is determined by the Anglo-French Convention of 8 September 1919: i.e., the boundary is a straight line from the point of intersection of the meridian 24° east with the parallel 19° 30′ north to the

point of intersection of the meridian 16° east with the Tropic of Cancer. From the latter point, the line is determined by the Franco-Italian exchange of letters of 1 November 1902, by reference to the *Livre jaune* map: i.e., this line, as shown on that map, runs towards a point immediately to the south of Toummo; before it reaches that point, however, it crosses the meridian 15° east, at some point on which, from 1930 onward, was situated the commencement of the boundary between French West Africa and French Equatorial Africa.

64. Confirmation of the line just described may be found in the Particular Convention annexed to the 1955 Treaty, which makes provision for the withdrawal of the French forces stationed in the Fezzan. Among the matters dealt with are the routes to be followed by the military convoys of French forces proceeding to or from Chad. Article 3 of the Particular Convention deals with the passage along Piste No. 5 of military convoys, and Annex III to the Treaty defines Piste No. 5 as the itinerary which, coming from the region of Ramada in Tunisia, passes certain specified points "and penetrates into territory of Chad in the area of Muri Idie". The available maps of the area reveal at least four different places with names which, while varying from one map to another, resemble Muri Idie, but two of these are situated well within undisputed Libyan territory, nowhere near what might in 1955 have been regarded as "territory of Chad". The other two are located to the south of the relevant part of the line on the *Livre jaune* map, west of the 16° meridian east. One, the Mouri Idié water-hole *(guelta)*, is immediately to the south of that line; the other, the Mouri Idié area (deriving its name from the water-hole), is around 30 kilometres to the south. What is called Muri Idie in Annex III must therefore be identified as being either of these two places, thus confirming that the parties to the 1955 Treaty regarded the *Livre jaune* map line as being, west of the 16° meridian east, the boundary of "territory of Chad".

65. Chad, which in its submissions asks the Court to define the frontier as far west as the 15° meridian east, has not defined the point at which, in its contention, the frontier intersects that meridian. Nor have the Parties indicated to the Court the exact co-ordinates of Toummo in Libya. However, on the basis of the information available, and in particular the maps produced by the Parties, the Court has come to the conclusion that the line of the *Livre jaune* map crosses the 15° meridian east at the point of intersection of that meridian with the parallel 23° of north latitude. In this sector, the frontier is thus constituted by a straight line from the latter point to the point of intersection of the meridian 16° east with the Tropic of Cancer.

*

66. Having concluded that a frontier resulted from the 1955 Treaty, and having established where that frontier lay, the Court is in a position to consider the subsequent attitudes of the Parties to the question of fron-

tiers. No subsequent agreement, either between France and Libya, or between Chad and Libya, has called in question the frontier in this region deriving from the 1955 Treaty. On the contrary, if one considers treaties subsequent to the entry into force of the 1955 Treaty, there is support for the proposition that after 1955, the existence of a determined frontier was accepted and acted upon by the Parties. The Treaty between Libya and Chad of 2 March 1966, like the Treaty of 1955, refers to friendship and neighbourly relations between the Parties, and deals with frontier questions. Articles 1 and 2 mention "the frontier" between the two countries, with no suggestion of there being any uncertainty about it. Article 1 deals with order and security "along the frontier" and Article 2 with the movement of people living "on each side of the frontier". Article 4 deals with frontier permits and Article 7 with frontier authorities. If a serious dispute had indeed existed regarding frontiers, eleven years after the conclusion of the 1955 Treaty, one would expect it to have been reflected in the 1966 Treaty.

67. The Agreement on Friendship, Co-operation and Mutual Assistance concluded between Chad and Libya on 23 December 1972 again speaks in terms of good relations and neighbourliness, and stresses adherence to the principles and objectives of the Organization of African Unity, and in Article 6 the parties undertake to make every effort to avoid disputes that may arise between them. They also pledge themselves to work towards the peaceful resolution of any problems that may arise between them, so as to accord with the spirit of the Charters of the Organization of African Unity and the United Nations. A further agreement was concluded between the two States on 12 August 1974, at a time when the present dispute had reached the international arena, with complaints having been made by Chad to the United Nations. While friendship and neighbourliness are again mentioned, Article 2 states that the

> "frontiers between the two countries are a colonial conception in which the two peoples and nations had no hand, and this matter should not obstruct their co-operation and fraternal relations".

The Treaty of Friendship and Alliance that the Parties concluded on 15 June 1980 is one of mutual assistance in the event of external aggression: Libya agrees to make its economic potential available for the economic and military rehabilitation of Chad. The Accord between Libya and Chad of 6 January 1981 also implies the existence of a frontier between those States, since it provides in Article 11 that:

> "The two Parties have decided that the frontiers between the Socialist People's Libyan Arab Jamahiriya and the Republic of Chad shall be opened to permit the unhindered and unimpeded freedom of movement of Libyan and Chadian nationals, and to weld together the two fraternal peoples."

68. The Court now turns to the attitudes of the Parties, subsequent to the 1955 Treaty, on occasions when matters pertinent to the frontiers came up before international fora. Libya achieved its independence nearly nine years before Chad; during that period, France submitted reports on this territory to the United Nations General Assembly. The report for 1955 (United Nations doc. ST/TRI/SER.A/12, p. 66) shows the area of Chad's territory as 1,284,000 square kilometres, which expressly includes 538,000 square kilometres for the BET. Moreover United Nations publications from 1960 onward continued to state the area of Chad as 1,284,000 square kilometres (see for example *Yearbook 1960*, p. 693, App. 1). As will be clear from the indications above as to the frontier resulting from the 1955 Treaty (paragraph 63), the BET is part of the territory of Chad on the basis of that frontier, but would not be so on the basis of Libya's claim. Libya did not challenge the territorial dimensions of Chad as set out by France.

69. As for Chad, it has consistently adopted the position that it does have a boundary with Libya, and that the territory of Chad includes the "Aouzou strip", i.e., the area between the 1919 and 1935 lines shown on sketch-map No. 2 on page 29 hereof. In 1977 Chad submitted a complaint to the Organization of African Unity regarding the occupation by Libya of the Aouzou strip. The OAU established an *ad hoc* committee to resolve the dispute (AHG/Dec. 108 (XIV)). Chad's complaint was kept before it for 12 years prior to the referral of the matter to this Court. Before the OAU, Libya's position was, *inter alia*, that the frontier defined by the Treaty of 1935 was valid.

70. In 1971, Chad complained in a statement to the United Nations General Assembly that Libya was interfering in its internal and external affairs. In 1977 it complained that the Aouzou strip had been under Libyan occupation since 1973. At the General Assembly's thirty-third session, in 1978, Chad complained to the Assembly of "the occupation by Libya of Aouzou, an integral part of our territory". In 1977 and 1978, and in each year from 1982 to 1987, Chad protested to the General Assembly about the encroachment which it alleged that Libya had made into its territory.

71. By a communication of 9 February 1978, the Head of State of Chad informed the Security Council that Libya had "to this day supplied no documentation to the OAU to justify its claims to Aouzou" and had in January 1978 failed to participate at the Committee of Experts (the *Ad Hoc* Committee) set up by the OAU. The Permanent Representative of Chad requested the President of the Security Council to convene a meeting as a matter of urgency to consider the extremely serious situation then prevailing. Chad repeated its complaints to the Security Council in 1983, 1985 and 1986. Libya has explained that, since it considered that the Security Council, being a political forum, was not in a position to judge the merits of the legal problems surrounding the territorial dispute,

it did not attempt to plead its case before the Council. All of these instances indicate the consistency of Chad's conduct in relation to the location of its boundary.

*

72. Article 11 of the 1955 Treaty provides that:

> "The present Treaty is concluded for a period of 20 years.
>
> The High Contracting Parties shall be able at all times to enter into consultations with a view to its revision.
>
> Such consultations shall be compulsory at the end of the ten-year period following its entry into force.
>
> The present Treaty can be terminated by either Party 20 years after its entry into force, or at any later time, provided that one year's notice is given to the other Party."

These provisions notwithstanding, the Treaty must, in the view of the Court, be taken to have determined a permanent frontier. There is nothing in the 1955 Treaty to indicate that the boundary agreed was to be provisional or temporary; on the contrary it bears all the hallmarks of finality. The establishment of this boundary is a fact which, from the outset, has had a legal life of its own, independently of the fate of the 1955 Treaty. Once agreed, the boundary stands, for any other approach would vitiate the fundamental principle of the stability of boundaries, the importance of which has been repeatedly emphasized by the Court (*Temple of Preah Vihear, I.C.J. Reports 1962*, p. 34; *Aegean Sea Continental Shelf, I.C.J. Reports 1978*, p. 36).

73. A boundary established by treaty thus achieves a permanence which the treaty itself does not necessarily enjoy. The treaty can cease to be in force without in any way affecting the continuance of the boundary. In this instance the Parties have not exercised their option to terminate the Treaty, but whether or not the option be exercised, the boundary remains. This is not to say that two States may not by mutual agreement vary the border between them; such a result can of course be achieved by mutual consent, but 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.

* *

74. The Court concludes that the 15° line claimed by Libya as the boundary is unsupported by the 1955 Treaty or any of its associated instruments. The effect of the instruments listed in Annex I to the 1955 Treaty may be summed up as follows:

— A composite boundary results from these instruments; it comprises two sectors which are separately dealt with in instruments listed in

Annex I: a sector to the east of the point of intersection of the Tropic of Cancer with the 16th degree of longitude east of Greenwich, and a sector to the west of that point. This point is hereinafter referred to for convenience as point X, and indicated as such on sketch-map No. 4 on page 39 hereof.

— The eastern sector of the boundary is provided by the Anglo-French Convention of 8 September 1919: a straight line between point X and the point of intersection of the 24th degree of longitude east of Greenwich with parallel 19° 30′ of latitude north; this latter point is indicated on sketch-map No. 4 on page 39 hereof as point Y.

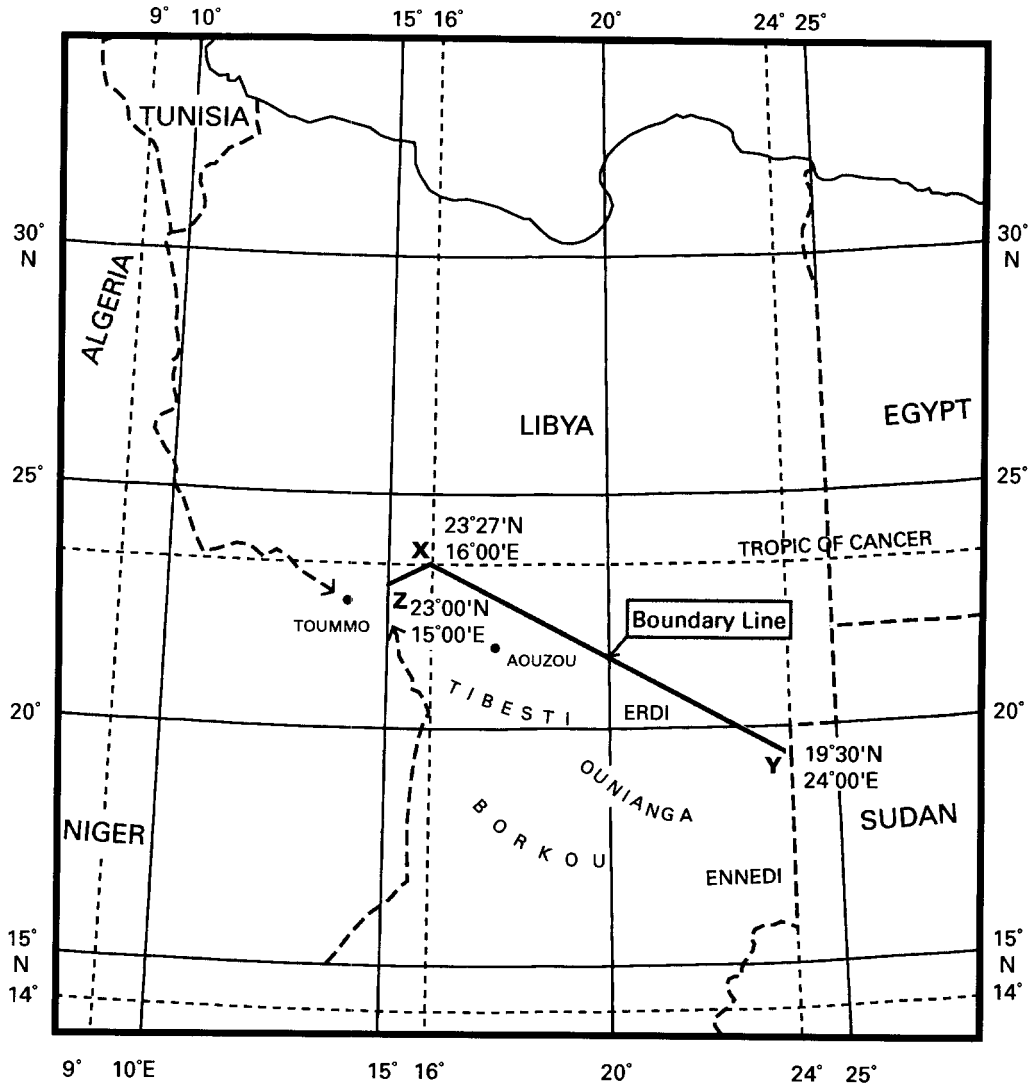
— The western sector of the boundary, from point X in the direction of Toummo, is provided by the Franco-Italian Accord of 1 November 1902. This sector is a straight line following the frontier of Tripolitania as indicated on the *Livre jaune* map, from point X to the point of intersection of the 15° meridian east and the parallel 23° north; this latter point is indicated on sketch-map No. 4 on page 39 hereof as point Z.

— Four instruments listed in Annex I — the Convention of 14 June 1898 coupled with the Declaration of 21 March 1899, the Accord of 1 November 1902 and the Convention of 8 September 1919 — thus provide a complete frontier between Libya and Chad.

* *

75. It will be evident from the preceding discussion that the dispute before the Court, whether described as a territorial dispute or a boundary dispute, is conclusively determined by a Treaty to which Libya is an original party and Chad a party in succession to France. The Court's conclusion that the Treaty contains an agreed boundary renders it unnecessary to consider the history of the "Borderlands" claimed by Libya on the basis of title inherited from the indigenous people, the Senoussi Order, the Ottoman Empire and Italy. Moreover, in this case, it is Libya, an original party to the Treaty, rather than a successor State, that contests its resolution of the territorial or boundary question. Hence there is no need for the Court to explore matters which have been discussed at length before it such as the principle of *uti possidetis* and the applicability of the Declaration adopted by the Organization of African Unity at Cairo in 1964.

76. Likewise, the effectiveness of occupation of the relevant areas in the past, and the question whether it was constant, peaceful and acknowledged, are not matters for determination in this case. So, also, the question whether the 1955 Treaty was declaratory or constitutive does not call for consideration. The concept of *terra nullius* and the nature of Senoussi, Ottoman or French administration are likewise not germane to the issue. For the same reason, the concepts of spheres of influence and of the hinterland doctrine do not come within the ambit of the Court's enquiry in



SKETCH-MAP No. 4
Boundary Line
Determined by the
Court's Judgment

N. B. : International boundaries indicated by pecked lines are shown for illustrative purposes only.

this case. Similarly, the Court does not need to consider the rules of intertemporal law. This Judgment also does not need to deal with the history of the dispute as argued before the United Nations and the Organization of African Unity. The 1955 Treaty completely determined the boundary between Libya and Chad.

* * *

77. For these reasons,

THE COURT,

By 16 votes to 1,

(1) *Finds* that the boundary between the Great Socialist People's Libyan Arab Jamahiriya and the Republic of Chad is defined by the Treaty of Friendship and Good Neighbourliness concluded on 10 August 1955 between the French Republic and the United Kingdom of Libya;

(2) *Finds* that the course of that boundary is as follows:

> From the point of intersection of the 24th meridian east with the parallel 19° 30′ of latitude north, a straight line to the point of intersection of the Tropic of Cancer with the 16th meridian east; and from that point a straight line to the point of intersection of the 15th meridian east and the parallel 23° of latitude north;

these lines are indicated, for the purpose of illustration, on sketch-map No. 4 on page 39 of this Judgment.

IN FAVOUR: *President* Sir Robert Jennings; *Vice-President* Oda; *Judges* Ago, Schwebel, Bedjaoui, Ni, Evensen, Tarassov, Guillaume, Shahabuddeen, Aguilar Mawdsley, Weeramantry, Ranjeva, Ajibola, Herczegh; *Judge* ad hoc Abi-Saab.

AGAINST: *Judge* ad hoc Sette-Camara.

Done in French and in English, the French text being authoritative, at the Peace Palace, The Hague, this third day of February, one thousand nine hundred and ninety-four, in three copies, one of which will be placed in the archives of the Court and the others transmitted to the Government of the Great Socialist People's Libyan Arab Jamahiriya and the Government of the Republic of Chad, respectively.

(Signed) R. Y. JENNINGS,
President.

(Signed) Eduardo VALENCIA-OSPINA,
Registrar.

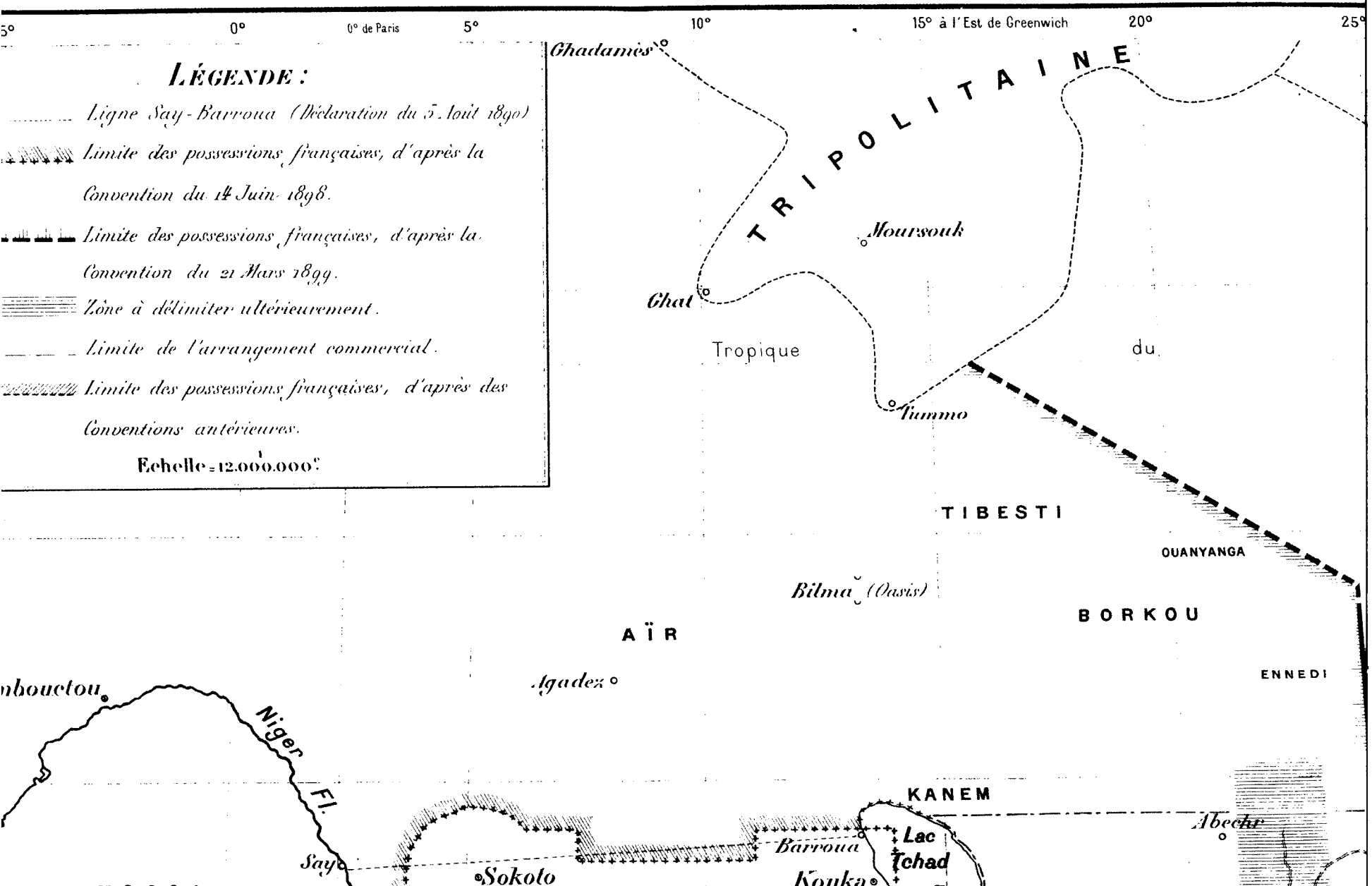
Judge AGO appends a declaration to the Judgment of the Court.

Judges SHAHABUDDEEN and AJIBOLA append separate opinions to the Judgment of the Court.

Judge *ad hoc* SETTE-CAMARA appends a dissenting opinion to the Judgment of the Court.

(Initialled) R.Y.J.

(Initialled) E.V.O.


5°
0°
0° de Paris
5°
10°
15° à l'Est de Greenwich
20°
25°
LÉGENDE :
Ligne Say-Barroua (Déclaration du 5 Août 1890)
Limite des possessions françaises, d'après la Convention du 14 Juin 1898.
Limite des possessions françaises, d'après la Convention du 21 Mars 1899.
Zône à délimiter ultérieurement.
Limite de l'arrangement commercial.
Limite des possessions françaises, d'après des Conventions antérieures.
Echelle = 12.000.000e
Ghadamès
TRIPOLITAINE
Moursouk
Ghat
Tropique
du
Tummo
TIBESTI
OUANYANGA
Bilma (Oasis)
BORKOU
AÏR
ENNEDI
Agadez
nbouctou
Niger Fl.
KANEM
Abéchr
Lac Tchad
Barroua
Say
Sokoto
Kouka