

EDITORIAL

Editorial Comments: Symbol of Symbols. The Significance of the *Gabčíkovo-Nagymaros* Case from a Personal Perspective

Foreword to Vol. 10 (2022) of the Hungarian Yearbook of International Law and European Law*

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Together with the release of Vol. 10 (2022) of the Hungarian Yearbook of International Law and European Law, Pázmány Péter Catholic University hosts an international conference dedicated to the 25th anniversary of the ICJ's *Gabčíkovo-Nagymaros* judgment. One of the authors of this year's thematic chapter, Boldizsár Nagy, was part of the Hungarian team preparing the submissions, others participated at the oral interventions under the direction of James Crawford, György Szénási, Alexandre Charles Kiss, who all passed away since then. The Editor-in-Chief of the Hungarian Yearbook, Marcel Szabó, took part in the post-judgment negotiations on the execution of the judgment and the transposition of the abstract legal principles into operative bilateral commitments.

My humble personal contributions are of a different nature: during my diplomatic service in Paris between 1990-1994, I prepared certain background press-materials about the roots of the litigation, the impact of the newly emerging environmental ideas on the Antall-government and the Hungarian parliament, elected in the first free elections organized after the return to the parliamentary liberal democracy in 1989/1990.

While for Hungary, the *Gabčíkovo-Nagymaros* project and abandoning it became the symbol of the change of the regime, it was also clear that the accomplishment of the project with all its officially emphasized alleged 'advantages' was the symbol of political and economic independence, sovereignty and national pride for Slovakia.

At the same time, Hungary, Czechoslovakia (and after the secession Czechia and Slovakia), Poland, Romania, *etc.* sought to integrate into the different European and Euro-Atlantic organizations (Council of Europe, EU, NATO, *etc.*), knowing that the most important members of these organizations expect the

* This contribution was written in my personal capacity, the thoughts expressed therein cannot be attributed to the ICC.

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prior settlement of real or potential conflicts between these countries (see the Balladur-plan, the European Pact on Stability, *etc.*). This had an impact on the legal and diplomatic thinking, which emphasized that while problems surrounding the Gabčíkovo-Nagymaros project are truly serious, nevertheless, the most important thing is that Hungary and Slovakia are ready to litigate their dispute before the ICJ. This was also a symbol because as we all know, during the communist period, the refusal of the jurisdictional competence of the ICJ was a *sine qua non* of the international legal doctrine of the member states of the Warsaw Pact and the Comecon.¹

For a while, I also served as a contact-person between the French international legal counsels, Pierre-Marie Dupuy and Alain Pellet, ready to support the Hungarian case and the Hungarian foreign ministry. (As it is well known – yet for different reasons that I was not officially informed of, and consequently I am not aware of – the Hungarian government took the decision to only engage professor Dupuy. Not surprisingly, Professor Pellet, was at once asked to join the Slovak team.²) I am particularly honored that despite this regrettable decision of Hungary, Alain Pellet became a friend and supported subsequently, and without any hesitation my career as an international lawyer. In this context, the *Gabčíkovo-Nagymaros* dispute is for me also a personal symbol of professional fortune, professional cooperation and friendship.

Another example for the nature of my small contributions is the organization of the infrastructural background of a meeting of the Hungarian team which was held for different reasons at our Paris embassy. When the official submissions were in the stage of finalization, I had to bring the 5 volumes, arriving in a diplomatic bag to a law firm specialized in ICJ litigation (or, just the other way round – I cannot recall with certainty: I had to collect the 5 volumes at the law firm and take them to the embassy to forward them to our foreign ministry.)

After the judgment was delivered in 1997, I also analyzed the ‘positive’ and ‘negative’ elements in a manuscript which appeared in French in the German Yearbook of International Law.³

When the foreign ministry organized in the autumn of 1997 (or at the beginning of 1998) a meeting between members of parliament and international lawyers from academia on the interpretation of the judgment, I gave voice to a critical remark concerning the submitted Hungarian translation of the judgment, which seemed to be misleading at a crucial point, *i.e.* what is to be done with the

- 1 Péter Kovács, ‘The Effect of the Change of Political Regime on the Hungarian Doctrine of International Law’, in András Jakab *et al.* (eds.), *The transformation of the Hungarian legal order 1985-2005: transition to the rule of law and accession to the European Union*, Alphen aan den Rijn, Kluwer Law International, 2007, pp. 453-463.
- 2 Alain Pellet, ‘The Gabčíkovo-Nagymaros Case: a Personal Recollection’, in Serena Forlati *et al.* (eds.), *The Gabčíkovo-Nagymaros Judgment and Its Contribution to the Development of International Law*, Brill, Nijhoff, Leiden, Boston, 2020, pp. 3-11.
- 3 Péter Kovács, ‘Quelques considérations sur l’appréciation et l’interprétation de l’arrêt de la Cour Internationale de Justice, rendu dans l’affaire Gabčíkovo-Nagymaros’, *German Yearbook of International Law*, Vol. 41, 1998, pp. 252-266.

Nagymaros part of the project and what to do with the Čunovo complexum. My remark was about the use of small letters and capital letters, which may seem to be a petty problem, however, in this case, it had a tremendous impact on the interpretation of the text. The English text of the judgment used a capital letter to write Treaty only when it referred to the 1977 Treaty concerning the construction and operation of the Gabčíkovo-Nagymaros System of Locks.⁴ Generally, the ICJ wrote about it in this way: the 1977 Treaty. In para. 144, it is however only Treaty. Even if the year is missing, the content is evident. In para. 146 the ICJ tried to show a reasonable way forward for the Parties to get out of the deadlock created by the mutual violations of international legal commitments. In this paragraph the word treaty is featured twice, first in with a capital letter and somewhat later, in small letters:

“146. The Court also concludes that Variant C, which it considers operates in a manner incompatible with the *Treaty*, should be made to conform to it. By associating Hungary, on an equal footing, in its operation, management and benefits, Variant C will be transformed from a *de facto* status into a *treaty-based régime*.” [emphasis added]

4 “144. The 1977 *Treaty* not only contains a joint investment programme, it also establishes a régime. According to the *Treaty*, the main structures of the System of Locks are the joint property of the Parties; their operation will take the form of a co-ordinated single unit; and the benefits of the project shall be equally shared. Since the Court has found that the *Treaty* is still in force and that, under its terms, the joint régime is a basic element, it considers that, unless the Parties agree otherwise, such a régime should be restored.

145. Article 10, paragraph 1, of the *Treaty* states that works of the System of Locks constituting the joint property of the contracting parties shall be operated, as a co-ordinated single unit and in accordance with jointly agreed operating and operational procedures, by the authorized operating agency of the contracting party in whose territory the works are built. Paragraph 2 of that Article states that works on the System of Locks owned by one of the contracting parties shall be independently operated or maintained by the agencies of that contracting party in the jointly prescribed manner. The Court is of the opinion that the works at Čunovo should become a jointly operated unit within the meaning of Article 10, paragraph 1, in view of their pivotal role in the operation of what remains of the Project and for the water-management régime. The dam at Čunovo has taken over the role which was originally destined for the works at Dunakiliti, and therefore should have a similar status Čunovo has taken over the role which was originally destined for the works at Dunakiliti, and therefore should have a similar status.

146. The Court also concludes that Variant C, which it considers operates in a manner incompatible with the *Treaty*, should be made to conform to it. By associating Hungary, on an equal footing, in its operation, management and benefits, Variant C will be transformed from a *de facto* status into a *treaty-based régime*. It appears from various parts of the record that, given the current state of information before the Court, Variant C could be made to function in such a way as to accommodate both the economic operation of the system of electricity generation and the satisfaction of essential environmental concerns. Regularization of Variant C by making it part of a single and indivisible operational system of works also appears necessary to ensure that Article 9 of the *Treaty*, which provides that the contracting parties shall participate in the use and in the benefits of the System of Locks in equal measure, will again become effective.” [emphasis added]. ICJ, *Case concerning the Gabčíkovo-Nagymaros Project (Hungary v Slovakia)*, judgment, ICJ Reports 1997, pp. 79-80.

The message is that a new international convention should be concluded in order to regulate the works as they stand, but bilateralizing its operation, economic management and achieving environmentally friendly (or at least neutral) operation. Because the Hungarian translation of the ministry used capital letters in both instances, it suggested the *quasi* identity of the future convention with the content of the 1977 Treaty.⁵ This was amplified by the use of the definite article in the Hungarian text in contrast with the indefinite article in the English text.⁶

5 See the still accessible text produced by the foreign ministry (in Hungarian): A Nemzetközi Bíróság 1997. szeptember 25-ei ítélete, Bős-Nagymaros vízlépcsőrendszer (Magyarország/Szlovákia), a magyar Külügyminisztérium által készített fordítás:

“144. Az 1977-es Szerződés nem egyszerűen egy közös beruházási program, de egy rendszert is létrehozott. A Szerződés szerint a zsiliprendszer fő létesítményei a Felek közös tulajdonát képezik; működtetésük egy összehangolt, egységes egészként történik, és a beruházás előnyeiből egyenlő arányban részesednek a Felek. Mivel a Bíróság arra a megállapításra jutott, hogy a *Szerződés* hatályban van, és feltételei alapján ez a közös rendszer kulcsfontosságú, ez azt jelenti, hogy hacsak a Felek másként nem állapodnak meg, ezt a rendszert helyre kell állítani.

145. A *Szerződés* 10. cikk (1) bekezdése kimondja, hogy a vízlépcsőrendszert, amely a Felek közös tulajdonát képező, összehangolt egységes egészként közösen elfogadott üzemszabályzat szerint azon szerződő fél által felhatalmazott üzemeltető szerv üzemelteti, amely fél területén a létesítmény épült. Ugyanezen cikk 2. bekezdése leírja, hogy csak az egyik fél tulajdonában lévő vízlépcső létesítmények, ugyanezen szerződő fél nevében, önálló üzemeltetés és fenntartás alá esnek, a közösen előírt módon. A Bíróság azon a véleményen van, hogy a dunacsúnyi létesítményeknek a 10. cikk (1) bekezdése alapján egy közösen üzemeltetett egységnek kell lennie, a beruházás fennmaradó részének működésében játszott sarkalatos szerepe és a vízgazdálkodási rendszer miatt. A dunacsúnyi gát vette át azt a szerepet, amelyet eredetileg a dunakiliti létesítménynek szántak, ezért ugyanolyan státusszal kell rendelkeznie.

146. A Bíróság továbbá arra a következtetésre jutott, hogy a C Variáns jelenlegi üzemeltetése összeegyeztethetetlen a *Szerződéssel*, azt ennek megfelelővé kell tenni. Magyarország bevonásával, egyenlő mércével mérve az üzemeltetésben, irányításban és a hasznokban, a C-Variánst a de facto helyzetből a *Szerződésen alapuló renddé* kell átalakítani. A Bíróság a betérjesztett anyagok alapján arra a következtetésre jutott, hogy a C-variáns üzemeltethető úgy is, hogy megfeleljen az elektromos energiatermelőrendszer gazdaságos működtetésének és kielégítse a lényeges környezeti aggályokat. A *Szerződés* 9. cikkének újbóli érvényesítése érdekében – amely meghatározza, hogy a Feleknek a vízlépcsőrendszer használatában és hasznában egyenlően kell részesedniük – szükségesnek látszik a C-variáns olyan szabályozása, mely azt egy egységes és oszthatatlan üzemeltetési rendszer részévé teszi.” [emphasis added]. See at http://realzoldek.hu/dok/Kerenyi/hagai_itelet.pdf.

6 Compare the formula “into a treaty-based régime” with “a *Szerződésen alapuló renddé*” which is, in English, a régime based on the Treaty (instead of “based on a treaty”).

This was thus far removed from the meaning of the English and the French texts. Even if the French text uses only small letters writing *traité ou le traité de 1977*, but in para. 146 it refers to a “*régime conventionnel*”.⁷

I note that there is at least one equally accessible translation, and its author seems to be also the foreign ministry.⁸ When translating the message of para. 146, it arrives at an acceptable result,⁹ but it is to be emphasized that contrary to the English text, it always uses – as the French text of the judgment

7 “146. La Cour conclut également que la variante C, qu’elle a estimé fonctionner d’une manière incompatible avec le *traité*, devrait être mise en conformité avec ce dernier. L’association de la Hongrie, sur un pied d’égalité, à l’exploitation, à la gestion et aux bénéfices de la variante C, aura pour effet que le statut de fait qui s’applique à cette dernière fera place à un *régime conventionnel*. Il ressort des différents éléments du dossier qu’en l’état actuel des informations soumises à la Cour la variante C semble pouvoir fonctionner d’une façon qui permette à la fois l’exploitation économique du système de production d’électricité et la satisfaction des préoccupations écologiques essentielles. Régulariser la variante C en en faisant une partie intégrante d’un système d’ouvrages opérationnel unique et indivisible apparaît également nécessaire pour donner de nouveau effet à l’article 9 du traité, qui prévoit que les parties contractantes participeront, à parts égales, à l’utilisation et aux avantages du système d’écluses.” C.I.J. Recueil 1997, pp. 79-80.

8 Translation made by the Ministry of Foreign Affairs of Hungary (in Hungarian), at www.bos-nagymaros.hu/jog/haga/pagehaga.htm.

9 “144. Az 1977. évi szerződés nemcsak egy beruházás közös kivitelezését írja elő, hanem egy rendszert is létrehoz. A szerződés szerint a vízlépcsőrendszer fő létesítményei a felek közös tulajdonát képezik; működtetésük összehangolt, egységes egészként történik, és a beruházás előnyeiből egyformán részesednek. Mivel a bíróság arra a megállapításra jutott, hogy a szerződés még mindig érvényben van és a szerződés értelmében a közös rendszer alapvető elem, a bíróság úgy ítéli meg, hogy ezt a közös rendszert vissza kell állítani, hacsak a felek nem egyeznek meg másképpen.

145. A szerződés 10. cikkének 1. bekezdése szerint a szerződő felek közös tulajdonát képező vízlépcsőrendszert összehangolt egységes egészként közösen elfogadott üzemszabályzat szerint azon szerződő fél által felhatalmazott üzemeltető szerv üzemelteti, amelyik fél területén a létesítmény épült. Ugyanennek a cikknek a 2. bekezdése arról rendelkezik, hogy a vízlépcsőnek csak az egyik fél tulajdonában lévő létesítményeit a tulajdonos szerződő fél üzemeltető szerve függetlenül üzemelteti és tartja karban a közösen előírt módon. A bíróság azon a véleményen van, hogy a dunacsúni létesítménynek közös üzemeltetésűnek kell lennie a 10. cikk 1. bekezdésének értelmében, mivel rendkívül fontos szerepet játszik a beruházás megmaradt részének működtetésében és a vízszabályozási rendszer szempontjából is. A dunacsúni duzzasztógát azt a szerepet vette át, amelyet eredetileg a dunakilitinek szántak, ennél fogva hasonló státusba kell kerülnie.

146. A bíróság azt is megállapította, hogy a C-variánst, amelynek üzemeltetési módját a szerződésben foglaltakkal összeegyeztethetetlennek ítéli, úgy kell üzemeltetni, hogy az megfeleljen a szerződés előírásainak. Ha Magyarország egyenlő félként bekapcsolódik működtetésébe, irányításába, és előnyeiből is részesül, a C-variáns a jelenlegi de facto státusból szerződéses alapú üzemeltetési rendszerbe kerül át. A dokumentumok különböző részleteiből úgy tűnik, a bíróság rendelkezésére álló információ jelenlegi állása szerint, hogy a C-variáns működtethető úgy, hogy mind az áramtermelő rendszer gazdaságos működtetésének, mind az alapvető környezetvédelmi követelményeknek eleget tegyen. A C-variáns szabályossá tétele oly módon, hogy egy egységes és oszthatatlan rendszer részévé teszik, azért is szükséges, hogy a szerződés 9. cikkének eleget lehessen tenni, amely kimondja, hogy a szerződő feleknek együttesen kell részt venniük a rendszer használatában, és azonos mértékben kell részesedniük a vízlépcsőrendszer hasznából.” [emphasis added]. See at www.bos-nagymaros.hu/jog/haga/hagaiitelet.htm.

does – small letters when referring to the 1977 Treaty. (This implies that this translation, which is stylistically very different from the one submitted to the MPs, might have been made by another person on the basis of the French text, even though the authentic version of the judgment was in English.)

The criticized – and at that time only – *quasi* official translation submitted to the MPs is also the symbol of how a well-balanced legal text can have diametrically opposite consequences according to the lobbying of the heavy industry and construction business on the one hand, and the hard-line green activists on the other.¹⁰

It is also a symbol for politics: when it became public that secret negotiations had been launched under Gyula Horn's government (1994-1998), resulting in an agreement being parafied containing a commitment to build the Nagymaros-part of the project, the governmental coalition split and subsequently failed in the parliamentary elections. Since then, the four conservative Orbán-governments, and the two socialist-liberal governments (the Medgyessy/Gyurcsány government between 2002-2006 and then Gyurcsány/Bajnai government between 2006-2010) treated the issue as a hot potato. Negotiations were launched and managed without any transparency and apparently without any hurry. And, as a matter of fact, without any real result.

The *Gabčíkovo-Nagymaros* judgment is a symbol of a divide in Hungarian society: while during the change of political regime it was the symbol of unity and freedom, today, it seems that it is very difficult to find a shared concept of what to do. "*Pride and prejudice*", attachment to positions, *inertia*, business, economy and regional lobbying are all wound up in it.

The *Gabčíkovo-Nagymaros* judgment however, is also a symbol for all those who specialize in international environmental law. Its most important principles on environment, precaution or state responsibility were reiterated in several other ICJ judgments.¹¹

Those who know me, will probably know that I like biking. When I was riding alongside the Austrian part of the famous *Donauradweg*, I came across several dams and dikes: this is certainly not the *natura intacta*, but they are far from being atrocious and have become part of the scenery. On the other hand, when I bike at Nagymaros (or if I am uphill in the Visegrád fortress) I am very happy that the panorama seen from this historically symbolic medieval castle is not disrupted by huge concrete constructions.

10 Needless to say that my article published in the German Yearbook of International Law is very far from the position of the industrial lobby – although it certainly doesn't coincide with that of green intransigence.

11 See e.g. ICJ, *Case concerning armed activities on the territory of the Congo (Democratic Republic of Congo v Uganda)*, judgment, ICJ Reports 2005, para. 259, p. 257; ICJ, *Case concerning application of the Convention on the prevention and punishment of Genocide (Bosnia and Herzegovina v Serbia and Montenegro)*, judgment, ICJ Reports 2007, para. 460, p. 233; ICJ, *Case concerning pulp-mills on the river Uruguay (Argentina v Uruguay)*, judgment, ICJ Reports 2010, paras. 76, 185, 194, and 273 on pp. 48-49, 76-79 and 103-104. Not surprisingly in cases related with natural environment, pleadings and dissents returned often also to the 1997 *Gabčíkovo-Nagymaros* judgment.

I know and regret that the current conditions in the ‘old-Danube’ area are sorely problematic from an environmental point of view. It is also clear, however, that the so-called “environmental catastrophe” or “ecological catastrophe” forecasted by so many influential experts, did not occur. It is also a question whether 25 years were enough to understand and model the future.

When preparing this short introduction, I tried to go through my Hungarian colleagues’ academic writings on the judgment¹² and the efforts surrounding its hitherto unsuccessful implementation.¹³ I have the impression that the presence of symbols is so important on both the Hungarian and Slovak sides in face of the lack of execution of the ICJ judgment and the sea snake-like bilateral negotiations. That is perhaps the reason why it not easy to reach an agreement based solely, or (let us admit) mostly on international law.

This year’s thematic chapter centers around the topic of the ICJ’s judgment in *Gabčíkovo-Nagymaros*, which was rendered exactly a quarter of a century ago. Confusion still persists as to how the judgment should be implemented by the

- 12 In alphabetical order and only in an exemplificative manner: László Bodnár, ‘A nemzetközi szerződések megszűnésének kérdései a nemzetközi bíróságnak a bős-nagymarosi beruházás ügyében hozott ítéletében’, *Acta Universitatis Szegediensis: Acta juridica et politica*, Vol. 58, 2000, pp. 81-90; János Bruhács, ‘The International River Law in the Early 2000’s’, in Péter Kovács (ed.), *International law: a Quiet Strength. Miscellanea in memoriam Géza Herczegh*, Pázmány Press, Budapest, 2011, 231-249; Géza Herczegh, ‘Bős-Nagymaros’, *Valóság*, Vol. 47, Issue 2, 2004, pp. 1-20; Gábor Kecskés, ‘A Nemzetközi Bíróság ítélkezési gyakorlata a környezeti tárgyú ügyekben’, *Állam- és Jogtudomány*, Vol. 56, Issue 3, 2015, pp. 55-79; Boldizsár Nagy, ‘A felek és a Nemzetközi Bíróság jogi álláspontja a Gabčíkovo (Bős)-Nagymarosi perben’, in János Vargha (ed.), *A hágai döntés*, Enciklopédia, Budapest, 1997, pp. 141-178; Anikó Raisz, ‘A környezetvédelem helye a nemzetközi jog rendszerében’, *Miskolci Jogi Szemle*, Vol. 6, Issue 1, 2011, pp. 90-108.
- 13 Gábor Baranyai & Gábor Bartus, ‘Anatomy of a deadlock: A systemic analysis of why the Gabčíkovo-Nagymaros dam dispute is still unresolved’, *Water Policy*, Vol. 18, 2016, pp. 39-49; Lívia Mátis (ed.), *A Duna védelmében – a hágai döntés után*, Batthyány Lajos Alapítvány, Budapest, 1998; Boldizsár Nagy, ‘The ICJ Judgment in the Gabčíkovo-Nagymaros Project Case and its Aftermath: Success or Failure?’, in Marco BeNatar, & Tamar Meshel (eds.), *A Bridge over Troubled Waters: Dispute Resolution in the Law of International Watercourses and the Law of the Sea*, Brill, Nijhoff, Leiden, 2020, pp. 21-60; Boldizsár Nagy, ‘Az elmaradt rendszerváltás: Bős-Nagymaros harminc éve’, *Ellensúly*, 2019/3, pp. 102-113; Zsófia Nagy, ‘Egy konfliktus konstrukciói. Térértelmezések Bős kapcsán’, *Tér és Társadalom*, Vol. 28, Issue 1, 2014, pp. 62-83; Marcel Szabó, ‘The Legal Position of Hungary and Slovakia after the Judgment of the ICJ in the Gabčíkovo-Nagymaros Case’, in Péter Kovács (ed.), *International Law at the Turn of the Millennium – the Hungarian Approach*, Szent István Társulat, Budapest, 2000, pp. 59-76; Marcel Szabó, ‘Gabčíkovo-Nagymaros Dispute – Implementation of the ICJ Judgement’, *Environmental Policy and Law*, Vol. 39, Issue 2, 2009, 97-102; Marcel Szabó, ‘The Implementation of the Judgment of the ICJ in the Gabčíkovo-Nagymaros Dispute’, *Iustum Aequum Salutare*, Vol. 5, Issue 1, 2009, pp. 15-25; Marcel Szabó, ‘Implementation of the 25th September, 1997 Judgement of the International Court of Justice – Comparing Theoretical Perspectives and Practice’, in Kovács (ed.) 2011, pp. 271-283; Marcel Szabó, ‘A bős-nagymarosi vízlépcsőper és utólete – két évtized távlatából’, in Gábor Kajtár & Pál Sonnevend (eds.), *A nemzetközi jog, az uniós jog és a nemzetközi kapcsolatok szerepe a 21. században: tanulmányok Valki László tiszteletére*, ELTE Eötvös, Budapest, 2021, pp. 483-198; János Ede Szilágyi, *Vízjog. Aktuális kihívások a vizek jogi szabályozásában*, Miskolc, 2013.

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states. In their contributions, our authors undertook to elaborate on circumstances of the judgment and the role and effect of the decision 25 years on. *Boldizsár Nagy* describes the arguments presented by Hungary and Slovakia in the proceedings, while *Malgosia Fitzmaurice* points out that the *Gabčíkovo-Nagymaros* judgment was a milestone in the development of modern water law. *Christina Binder* draws attention to the fact that the traditional law of the treaties toolbox is insufficient when dealing with environmental disputes and in his paper, *Ottavio Quirico* seeks to substantiate the *erga omnes* nature of the right and duty to a sustainable climate. *Alexandra R. Harrington* analyzes the *Gabčíkovo-Nagymaros* judgment, making the claim that it is the bedrock of international environmental law, transcending the confines of water law and impacting on the development of environmental law as a whole. Finally, *Katalin Sulyok* discusses the shift in the reliance on scientific knowledge in international environmental disputes before the ICJ.

On behalf of the entire Editorial Team, I wish you a good read and hope you enjoy the current Volume of our Yearbook. I also hope to welcome you among the authors of Vol. 11 (2023) of the Hungarian Yearbook of International Law and European Law. The thematic chapter of Vol. 11 (2023) is open for submissions dealing with the war between Ukraine and Russia and its impact on the development of international and European law. Please feel free to submit your contribution (to be published in any of our chapters) with us no later than 15 April 2023, in accordance with our Style Guide and Call for papers (available at our website, www.hungarianyearbook.com).