3.140. Suriname does not argue that this research activity constitutes the express or tacit agreement of Guyana respecting Suriname’s 10° Line. However, Suriname does believe it clearly demonstrates the understanding of the authorities of the Netherlands of the continental shelf claims of Suriname. In this regard, it may also be recalled that it was and is well understood that starfish are a sedentary creature of the continental shelf.381

3.141. Another similar demonstration of Suriname’s continental shelf claims involving the Snellius concerns hydrographic and geophysical survey activities conducted on Suriname’s continental shelf in 1966. Annex SR27 contains relevant pages from the Hydrographic newsletter reporting on the survey work.382 The maps in those pages clearly depict that the work of the Snellius extended to, and was limited by, the 10° Line.

4. Conclusion

3.142. Contrary to Guyana’s interpretation of conduct related to this maritime boundary dispute, the following may be said:

- from 1936 to 1965 the Netherlands and the United Kingdom both respected the 10° Line as the boundary in the territorial sea;
- the Netherlands and the United Kingdom did not consummate any formal understanding about equidistance nor is there any evidence that they jointly identified the equidistance line or jointly used an equidistance line in practice; the Netherlands’ 1958 proposal to negotiate a continental shelf boundary based on Article 6 (2) of the Continental Shelf Convention bears no relation to Guyana’s modern N34E claim, was limited to the delimitation beyond the territorial sea, and was overtaken by the 1962 treaty proposal of the Netherlands for the 10° Line;
- the outer western limit of Suriname’s oil concession area has always coincided with the 10° Line since 1964 (see map of the Colmar concession at Figure 6 of the Counter-Memorial), but the outer eastern limits of Guyana’s oil concessions have never coincided as a matter of lateral extent, nor as a matter of distance from the coast, with its modern N34E claim; nonetheless, the claims of the Parties pertaining to their offshore petroleum areas have always overlapped, evidencing the duration of the maritime boundary dispute;
- the western limit of Suriname’s Burlington service contract area established in 1999 could not be mistaken by Guyana’s officials as a renunciation of Suriname’s boundary position, nor is it credible to say that the limits of that service contract area or others rendered by Suriname after the June 2000 incident meant that Suriname believed Guyana’s boundary claim to the entire disputed area was an equitable solution;
