

Abstract

This thesis aims at studying the unilateral acts of States according to international law, particularly in the case of unilateral promise. The terms, forms, and legal consequences of the unilateral promise were laid down by the judgments of the International Court of Justice in the *Nuclear Tests* cases of 20 December 1974 and have been carried out by States. Furthermore, International Law Commission (ILC) adopted the concept by submitting “Guiding Principles applicable to unilateral declarations of States capable of creating legal obligations 2006” as a part of the Commission’s report in 2006.

Unilateral acts of States have been brought to practice commonly and repeatedly in many forms, containing various contents and objects. Above all, it becomes the instrument most frequently used in interactions between States. That is to say unilateral act plays a role in establishing the international relations network. In order to bring order and gain acceptance to the concept, the international lawyers have made an attempt to classify the different forms of unilateral act. It is clear that the obligatory force of unilateral act exists and its legal effects would be enacted or enforced by international rules, both law of treaties and customary international law. If we consider and investigate the current State practice, we will realize that State practice in relation to unilateral legal acts is manifested independently in international sphere in different matters, for example, recognition, promise, waiver, protest, and acquiescence; it is unsuccessful to prescribe a complete legal rule to include all these forms of unilateral act of States at the present time.

However, in respect of unilateral promise or unilateral declarations of States capable of creating legal obligations, it is considered as a kind of juridical act which produces legal effects independently at international level. That is to say, this kind of unilateral act imposes international obligations on the promisor, no matter to whom the promise is given, a State, several States, or erga omnes.

Furthermore, a promise which is considered as a unilateral act of State should be distinguished from a promise which is made by one State in response to a demand put forward by another State or a promise the purpose of which is to secure its acceptance by another State. It is also different from a promise which is made conditionally upon a reciprocal promise by another State. In all these hypotheses promise ceases to be an autonomous act and the whole operation is no longer unilateral: it may become part of a contractual transaction and lead to the emergence of an agreement.

This study finds that this kind of unilateral promise produces legal effects and creates legal obligation on the State that made it only in the case that the statement is issued publicly and with an intent to be bound, in particular, the clear intent and circumstances must be regarded. The legal basis of the obligatory force of the unilateral promise results from the principle of good faith. Even if this kind of obligation is rarely found in State practice and it is almost impossible that a State will enter into unilateral obligation for the benefit of other States, the authorized persons of the States must be careful and aware of the legal consequences while giving unilateral declaration because their statements, no matter whether they are addressed under factual or legal situations, may result in binding effects and cause damages to their States.