JUDGMENT OF THE SUPREME COURT

Supreme Court

No 7/1998.

Wednesday 28 January 1998.

Mr. **Sigurður R. Þórðarson**

Mr. Björn Erlendsson

Mr. Vilhjálmur A. Þórðarson

Mr. Hákon Erlendsson

Mr. Jón Ársæll Þórðarson and

Naustin Ltd

(Themselves)

versus

The Government of The United States of America,

The US Defence Force in Iceland

(No one) **and**

The State of Iceland

(Barrister Ms. Guðrún Margrét Árnadóttir)

Complaint. Dismissal confirmed. Jurisdiction.

Ruling of The Supreme Court of Iceland

Supreme Court Justices, Mr. Pétur Kr. Hafstein, Mr. Garðar Gíslason and Mr. Haraldur Henrysson, hand down judgement in the present case.

The plaintiffs took an appeal to the Supreme Court by way of a complaint on 29 December 1997, which was received by the Court, together with the complaint documents, on 6 January 1998. The subject matter of the complaint is the decree of the District Court of Reykjavík where the case was dismissed. Reference is made to the clause on freedom of filing a complaint in Article 143, paragraph 1(j) of the Civil Litigation Act No 91/1991. The plaintiffs make the claim that the decree complained about would be annulled and request that the District Court judge would be ordered to hear the case *de novo*. Furthermore they call for the reimbursement of costs related to the complaint.

The defendants, the US Government and the US Defence Force in Iceland, have not exerted themselves with regard to the case.

The defendant, the State of Iceland, demands that the decree of dismissal and costs related to the complaint will be confirmed.

Article 2 of the Defence Agreement between The Republic of Iceland and The United States of America, dated 5 May 1951, which was enacted by adoption of Act of Parliament No 110/1951, provided that Iceland would make all acquisitions of land and other arrangements required to permit entry upon and use of facilities in

accordance with the said agreement and that the United States should not be obliged to compensate for such entry or use. The Defence Agreement does not stipulate that the US Government or the US Defence Force in Iceland should fall within the jurisdiction of Icelandic judicial tribunals in matters of disputes over such matters. Rules of public international law do not lead to that conclusion either. By way of this observation and with reference to the argumentation for the decree complained about in other respects it will be confirmed

The plaintiffs shall pay the defendant, the State of Iceland, costs related to the complaint as stated in the verdict.

The verdict:

The decree complained about is here by confirmed.

The plaintiffs, Mr. Sigurður R. Þórðarson, Mr. Björn Erlendsson, Mr. Vilhjálmur A. Þórðarson, Mr. Hákon Erlendsson, Mr. Jón Ársæll Þórðarson and Naustin Ltd, shall pay the defendant, the State of Iceland, *in solidum* costs related to the complaint of the amount of ISK 60 000.

Decree of The District Court of Reykjavík 15 December 1997

The present legal action is brought against the defendant by way of a summons, served on the defendant, the United States Government, 21 May 1997, and a summons was served on the Icelandic Government 26 May the same year.

The plaintiffs are: Mr. Sigurður R. Þórðarson, identity number 260745-3959, residing at Glaðheimar 8, Reykjavík; Mr. Björn Erlendsson, identity number 210545-3529, residing at Aðalland 15, Reykjavík; Mr. Vilhjálmur A. Þórðarson, identity number 050342-3529, residing at Háteigsvegur 40, Reykjavík; Mr. Jón Ársæll Þórðarson, identity number 160950-4399, residing at Framnesvegur 68, Reykjavík and Mr. Hákon Erlendsson, identity number 210150-4719, residing at Helluhóll 5, Hellissandur, in person and also on behalf of Nausin Ltd, as the owners of all shares in the company and the owners of the farms Eiði I and II, situated in the peninsula of Langanes in the District of Norður-Þingeyjarsýsla.

The plaintiffs' claims are mainly submitted against the US Government, represented in Iceland by the Ambassador of The United States of America in Iceland, Mr. D. O. Mount, in the American Embassy at Laufásvegur 21, 101 Reykjavík, on behalf of the US Government, and by Admiral J. E. Boyington, the Commandant of the US Armed Forces Defence Force in Iceland (Iceland Defence Force), on behalf of the US Armed Forces Defence Force, post office box 1, 235 Keflavíkurflugvöllur, and alternatively Mr. Davíð Oddsson, Prime Minister, and Mr. Halldór Ásgrímsson, Minister for Foreign Affairs, are summoned on behalf of the Icelandic Government for the defence in the case.

Claims Made Before the Court

The plaintiffs make the following claims before the Court against the prime defendants: That the US Government and the US Armed Forces Defence Force would be ordered to make acquisitions of land, by way of agreements, for the purpose of the storing of military wastes and other construction debris in the part of the plaintiffs' land on Mount Heiðarfjall/Mount Hrollaugstaðafjall on the estate of Eiði I and II in the peninsula of Langanes delimited by the following coordinates: 1) N

7352.095.52, E 499.927.88, 2) N 7351.500, E 500.300, 3) N 7351.180, E 500.500, 4) N 7350.500, E 500.500, 5) N 7350.500, E 499.500, 6) N 7351.500, E 499.500 and 7) N 7351.902.34, E 499.500, in aggregate 156 hectares. The claim is also made that the acquisitions made would be upheld during the prime defendant's use of the land and until wastes and other construction debris, belonging to the prime defendant, had been fully cleaned up and that the rightful owners would, in pursuance there of, be compensated for the damage, which they had genuinely suffered.

The plaintiffs make the claims before the Court against the alternate defendant that the State of Iceland would be ordered to make the same acquisitions of land, as those stated in the claims against the prime defendant, on the aforementioned estate and in the aforementioned area, on behalf of the US Government and the US Armed Forces Defence Force, cf. Article 2 of the Defence Agreement dated 5 May 1951, in order to release the rightful owners from the obligation, imposed upon them at the present, to provide the aforesaid access to their private property. The claim is also made that the acquisitions made would be upheld during the use of the prime defendant of the land and until wastes and other construction debris, belonging to the defendant, had been fully cleaned up and the rightful owners had, in pursuance there of, been compensated for the damage, which they had genuinely suffered.

Furthermore, the plaintiffs make the claim before the Court that the defendants would be ordered to pay *in solidum* full costs, in accordance with the invoice presented, with the addition of a mandatory value added tax put on the costs amount, cf. the provisions of Acts of Parliament No 50/1988 and No 119/1989, and that the plaintiffs would not be treated as taxable persons with regard to the VAT; further still that the costs amount would bear late-payment interest, cf. Article III of the Interest Act No 25/1987, as amended in accordance with Article 129(4) of Act of Parliament No 91/1991.

These claims were made before the Court since the defendants' use of the plaintiffs' private property, for the purpose of storage of wastes and other construction debris, were continuing, prevailing and illegal, and were moreover causing the plaintiffs damage and considerable inconvenience. The summons were in direct consequence there of.

The alternate defendant's main claims made before the Court, i.e. those of the State of Iceland, are that the case would be dismissed and that the plaintiffs would be ordered to pay the alternate defendant full costs *in solidum,* determined by the Court. The alternate defendant's alternative plea is that it would be acquitted of all claims, made by the plaintiffs, and that it would receive full costs, paid *in solidum*, from the plaintiffs, as may be determined by the Court.

No one was present on behalf of the prime defendants, when the case was instituted here before the Court on 26 June 1997. The President of the Court received a letter from the Ministry for Foreign Affairs, dated 10 June 1997, stating that the American Embassy and the US Defence Force had contacted the Ministry and expressed their opinion that an action would not be brought against them before Icelandic judicial tribunals. Hence no one would be present on their behalf before the Court and they would assume that the case would be dismissed *ex officio* as they were concerned.

At the hearing on 22 October 1997 the plaintiffs' advocates made the request that the representation on account of the dismissal claim introduced would be in writing. The judge granted the request with the approval of the attorney for the alternate defendant, hereinafter referred to as "the defendant", unless otherwise stated. Before addressing substantially the alternate defendant's dismissal claim and the prime defendants' involvement in the case, a general account will be given of the circumstances of case.

Circumstances of the Case

Act of Parliament No 110/1951 enacted the Defence Agreement between The Republic of Iceland and The United States of America. Two so-called attachments were enacted concurrently with the legislation procedure and are regarded as a part of the enactment. The attachments lay down more specifically the legal status of the two contracting states and their nationals in this country. One of the attachments bears the title "The Defence Agreement between The Republic of Iceland and The United States of America Pursuant to the North Atlantic Treaty" and the other "Annex on the Status of the United States Personnel and Property". In the present case the first mentioned attachment applies and it will hereinafter be referred to as the attachment to the Act of Parliament No 110/1951. According to Article 2 of the attachment the Icelandic authorities undertake to make all acquisitions of land and other arrangements required to permit The United States entry upon and use of facilities with no obligation to compensate for such facilities, cf. Article 1 of the attachment.

By concluding a contract, dated 3 May 1954, the Icelandic authorities leased a piece of land on the farm Eiði in the peninsula of Langanes (Eiði I and II). The area concerned is 1 km² of land on Mount Hrollaugsstaðafjall, delimited on a geological map attached to the contract as a part there of. The contract was valid as from 1 September 1953 and no time limit was set on the lease. The lessor was unable to withdraw from the contract, whereas the lessee was entitled to cancel it with six months notice as from 1 September every year. The contract states that the lessee may use the piece of land leased at will and may authorize others to use it. The contract authorizes the lessee to lay water pipes on the land of the estate Eiði leading to the piece of land leased and to lay sewage pipes out to sea. Furthermore construction works were authorized and excavation of minerals for building purposes and other use. The contract does not lay down any requirements with respect to departure from the area when the lease would expire.

Access to the area was granted to the Americans in May 1955, who built a radar station there, which was in operation from 1957 until 1970. By way of a contract, dated 10 December 1960, the landowners handed over to the Icelandic authorities additional land on Mount Hrollaugsstaðafjall. In communications between Icelandic authorities and the US Government this area is referred to as the H-2 area. Use of the said area, as stated in the lease, was terminated in a letter to the owners of the farm Eiði, dated 5 March 1970, as from 1 September the same year. Payment for the lease, from 1 September 1970 until 1 March 1971, was enclosed with the letter. Icelandic authorities received the said area from the Americans by way of a contract dated 7 July 1970. The contract states that Icelandic authorities renounce, on their behalf and on the behalf of all Icelandic nationals, all claims against the US Government that might be attributed to its use of the said area. The State of Iceland took over all constructions and other assets of the Defence Force in the area and the Surplus Agency was assigned the task of putting them up for sale and furthermore the cleaning-up of the area. A letter from the Surplus Agency, dated 8 March 1976 and produced in Court, states amongst other things: "In 1974, when removal of utilizable constructions had been finished, remediation works started on the mountain and its environment. This was done May through September 1974. Remediation, burying and levelling of earth on the mountain had then been completed and thus the aforementioned area was fully levelled and no remains to be seen, except the bottoms of the residential constructions, which are flat concrete floors, all foundations being underground structures." A team of people went up and down the mountain hills and collected loose items, such as wrappings, barrels, containers and other debris, as stated in the aforementioned letter. These wastes were collected and

transported by tractors and trailers to the sites where they were buried. The Commissioner of the Municipality of Sauðaneshreppur was assigned the task of supervising these remediations." A letter to the Surplus Agency from the Commissioner, Mr. Sigurður Jónsson, dated 25 February 1976, has also been produced. Towards the end of his letter Mr. Jónsson states: "It is almost certain that people will argue about the accomplishment of this tidying up, but I am of the opinion that the job was well done." The letter from the Surplus Agency is an answer to the plaintiffs' complaint, dated 19 January 1976, about the Agency's departure from the area.

In 1985 remediation works were taken on in the area with the help of the Icelandic authorities. The task was assigned to the Rescue Unit Hafliði in the town of Þórshöfn for remuneration. The rescue unit collected the debris to form a heap with the aim of burying it, but that aim was never achieved due to the plaintiffs' opposition, who demanded that the waste heap would be removed from the area. This was rejected on behalf of the Icelandic authorities due to high costs associated with such removal.

In recent years research has been carried out in the area, both through Icelandic authorities and the plaintiffs. The objects of the research was the wastes heaps, the burying of which had been the responsibility of the Defence Force while it was present in the area, and the effects of the presence of the wastes on the water budget in the area as a whole. The Department of Pollution Prevention of the Environmental and Food Agency of Iceland submitted an opinion on the situation in the area in 1993. The research was first and foremost aimed at finding out if heavy metals had, together with persistent organohalogen compounds, leaked out of the wastes heaps and mixed with surface and spring water around Mount Heiðarfjall/Hrollaugsstaðafjall. The research revealed no measurable pollution of the water, which would render the water unfit to drink, with the exception of iron, which has leaked out of the moorland into the creek near the farms Eiði and Eiðisvatn. Results from more recent research are nor available.

A letter, dated 29 August 1974, to Mr. Jónas Gunnlaugsson, one of two owners of the farms Eiði I and II, has been produced in Court. Enclosed was a payment of ISK 110 000 made by the defendant to each of the owners of the farm Eiði at that time for the lease and of damages on account of a piece of land on the property Eiði in the peninsula of Langanes, as stated in the letter. The letter states further that the amount also included a payment for disturbance of ground and damage to land on account of constructions of the Defence Force on the estate.

The plaintiffs came into possession of the farms Eiði I and II by signing a sales contract, dated 10 April 1974, which was registered 30 March 1994. The following statement, issued by the vendors, is written beneath the signatures and the certification of the document: "In addition to that which is mentioned in the present sales contract I, the undersigned, would like to point out that the affairs of the Defence Force on Mount Heiðarfjall on the estate of Eiði concerning the situation there and its departure from there are unresolved and unsettled. The departure of the Defence Force and the situation on Mount Heiðarfjall are unacceptable. There the estate is being used without permission and without any valid agreement. The leasing contract was terminated unilaterally on 5 March 1970, but the estate was continuously in use. You, the purchasers, must wind up these affairs. Improvements have been promised, but these promises have not been fulfilled. I hereby assign all our rights to you, the purchasers, regarding these affairs". This statement, as well as the sales contract, is signed by Mr. Jóhann Gunnlaugsson on his behalf and on the behalf of Mr. Jónas Gunnlaugsson on his authority. This statement is not written on the bill of sales, which is dated 30 November 1974.

The plaintiffs have, from the time they came into possession of the farms Eiði I and II, encouraged Icelandic authorities and the US Government to see to that the piece of land on the properties Eiði I and II, handed over to the Defence Force, would be adequately cleaned up and that all hazardous substances and other wastes, which were buried there while the Defence Force was present on the estate, would be removed. The plaintiffs had intended to start fish farming on the land, which fitted well for exploitation of that kind, but that had not been worth risking, since they did not have knowledge of what substances had been buried there, and therefore danger were that subterranean water, to be used for the farming, would be contaminated. For that reason they had been unable to exploit their land in a normal way. While that state of affairs were continuing it seemed clear that the US Government, or Icelandic authorities on their behalf, must make payments for leasing the land, since it had not been expropriated. Hence the claim were made before the Court that the US Government and The United States Armed Forces Defence Force would be ordered to make, by way of contracts, acquisitions of land for the purpose of storing military wastes and construction debris on the plaintiffs' estate.

The Merits of the Case and Legal Arguments Presented by the Defendant, The State of Iceland, Regarding Dismissal

The defendant, the State of Iceland, points out that the US Government and its Defence Force, stationed in this country, enjoys extraterritorial rights and therefore did not fall within the jurisdiction of Icelandic judicial tribunals, cf. the final clause of Article 16(1) and Article 24(1) of the Civil Litigation Act No 91/1991. Hence that the Court had not jurisdiction with regard to accusations brought against the aforementioned parties, which would cause all claims made against them to be dismissed *ex officio*.

The defendant, the State of Iceland, makes the claim that the case, as a whole, would be dismissed and that the plaintiffs would be ordered to pay the defendant the court costs of this part of the case *in solidum* and as determined by the Court.

The defendant backs up its claim for dismissal by pointing out that the plaintiffs' claims and building of the case were contrary to the principles of legal procedures applying to clear and definite building of a case, cf. Article 80, subparagraphs d and e, of the Civil Litigation Act No 91/1991.

The claims made by the plaintiffs were of such unclear and indistinct character that it were impossible to examine them qualitatively.

Article 80(1)(d) of the Civil Litigation Act No 91/1991 stated that a claim made should be of such conclusive and clear wording that it could stand as a conclusion in the ruling, in such a way that requirements set with regard to a court solution were met, i.e. that the claim should be so conclusive that it could stand on its own as a conclusion as regards the accusation, cf. Article 1140(4) of the Civil Litigation Act No 91/1991. Thus a judicial tribunal should be able to use the wording of the claim unchanged as a conclusion in its ruling, provided that the substantial preconditions allow such an outcome of the case.

The term "reservation" in Article 80(1)(d) of the Civil Litigation Act No 91/1991 meant that, if a request were made that a judicial tribunal would address the claim that rights and obligations should be of a specific quality, a request which were made in the present case, this would call for the provision of a clear definition of the objects of the rights and obligations the ruling on which were requested. The reservation of the legislative provision, that a claim should be clear, included a demand that the claim were stated clearly enough to be understood. The wording of the claim proper should

make it quite clear to the defendant and the Court which obligations it held in store for the defendant and how the defendant should fulfil them.

In their claim, as it is presented, the plaintiffs demand that the State of Iceland will be ordered to make, by way of a contract, acquisition of a specified piece of land for the purpose of storage for an unlimited period of time. However, the claim does not in any way define the rights and obligations that such a contract is supposed to hold in store for the contracting parties. Thus the claim did not, for example, include any definition of the usage contract to be concluded, e.g. a lease for a consideration or usage free of charge, nor of the object of the intended storage, which the plaintiffs called “military wastes” and “construction debris” in the claim incorporated into the summons. There were no definition of the wording “fully cleaned up”, no explanation of the necessary measures to be taken, and no instructions given regarding what should be cleaned up. A precise definition of the subject matter of the legal relationship, which were expected to be established, were on the other hand necessary in order to allow the defendant to put up a defence, as the law allowed, and so that the claim could be regarded as eligible for adjudication. The same would apply to the part of the claims, made by the plaintiffs before the Court, which concerned their demand to be compensated later for damage they had verifiably suffered. The claim did not include any explanation of the alleged damage, its cause, or how severe the damage were, and it should be clear, apart from other considerations, that claims concerning events, that occurred in the future, should be dismissed, cf. Article 26(1) of the Civil Litigation Act No 91/1991.

The defendant further draws on the assumption that a ruling, in accordance with the claim incorporated into the summons, would not settle the dispute between the parties qualitatively, which had been going on for decades. The plaintiffs had since 1976 been making diverse claims against the Ministry for Foreign Affairs, which had been rejected, e.g. claims for further remediation of the piece of land in question and the removal of wastes heaps. Furthermore they had made claims for payments going to themselves, such as leasing fees and damages. The plaintiffs did not, as the case were presently put forward, make any particular claims against the defendants in addition to the claim that they must accept to be ordered by a judicial tribunal to observe the law and make acquisition of the piece of land in question, either by contracts or by a lease or taking under the right of eminent domain. The only conclusion to be drawn from this were that the plaintiffs’ intension were to make further claims in case their claims, submitted in the present case, were accepted. The proceedings thus did not serve the purpose of settling the dispute between the parties once and for all. This sole flaw in the claim made by the plaintiffs and in their building of the case would lead to dismissal of the case, cf. decrees of The District Court of Reykjavík No 539/1996 and 2713/1996.

The defendant also draws on the assumption that the plaintiffs’ building of the case did not, in other respects, meet the requirements set regarding the argumentation of an accusation, cf. Article 80(1), subparagraphs e and f, of the Civil Litigation Act No 91/1991, which stipulated that the building of a case should be clear and definite enough to demonstrate what events and arguments lead to the claim. This constitutes that imperfect argumentation and ill-defined presentation, in this respect, would result in a dismissal of a case. There were such defects in the summons, issued in the present case, that would be impossible to correct during the proceedings.

In the account of the circumstances of the case, included in the summons, considerations were given to several issues, which were of little or no relevance to the claims made before the Court, and the same seemed to apply to a good number of documents presented by the plaintiffs in Court. The plaintiffs’ building of the case were thus imperfectly argued for, unclear and aimless, and were extremely

inaccessible for the defendant and the Court. For instance, the plaintiffs had not produced any list of documents with the summons. Furthermore documents were produced in one textbook, as exhibit No 3, but the book did not include any table of contents. The pages of the aforementioned exhibit, a textbook of more than 100 pages, were not numbered, which made it almost impossible to make reference to the exhibit or find documents included therein by any chance.

Finally, the defendant drew attention to the fact that the landowners and the company Naustin made jointly all claims before the Court. No information were available on that company and its activities and no attempt had been made to explain, in the summons, the concern of Naustin Ltd in the claims made. Moreover, shareholders, as such, were not allowed to represent companies in a court case, cf. Article 17(4) of the Civil Litigation Act No 91/1991.

The Merits of the Case and Legal Arguments Presented by the Plaintiffs Regarding the Dismissal Claim Introduced by the Defendant

Concerning this section of the case the plaintiffs make the claim that their claims, made before the Court, would be accepted as presented in the summons. The judge is of the opinion that it is implicit in the aforementioned claim that the dismissal claim of the defendant, the State of Iceland, would be rejected.

Furthermore, the plaintiffs make the claim that the Attorney General's deputy demonstrated, by producing a written authorization from the alternate defendants, Mr. Davíð Oddsson, prime minister, and Mr. Halldór Ásgrímsson, minister for foreign affairs, verifying that he were their defence counsel in these proceedings, and moreover, that he verified his authorization to represent the prime defendant, the US Government, with regard to the Attorney General's claim before the Court that the case would be dismissed *ex officio* with regard to the US Government's concern in the present case.

The plaintiffs draw on the assumption that their building of the case and their claims were clear and definite and in accordance with Article 80, subparagraphs d and e, of the Civil Litigation Act No 91/1991. They point out that their claim, that the defendants would be ordered to make acquisition of the land in question by way of contracts, were based on Article 2 of the Defence Agreement. It were clear what claims they were making and against whom they were directed. The claim, made before the Court, also comprised that the area would be cleaned up and vacated or that a permit would be sought to take a lease or carry out a taking under the right of eminent domain.

Moreover, the plaintiffs reject the point, made by the defendants, that their claim were unclear, due to the fact it were of unlimited duration. It were clearly stated in their claim that acquisition of land should be made and such a permit should be maintained during the defendant's use of facilities on their land. The plaintiffs also raise an objection to the assertion that it were difficult to understand the context of the merits of their claims, as were maintained on behalf of the State.

The plaintiffs also reject the State's argumentation that their claims were of such nature that they did not bring an end to the dispute between the parties. In this connection they point out that in cases, where a claim were put forward for a lease or a taking under the right of eminent domain, various matters, concerning rights, obligations, and amounts, would have to wait. Therefore it were not unsuitable to make the claim that the judge would rule on the question of the obligation to make acquisition of land, and that other questions should wait until that claim had been addressed substantially.

The plaintiffs point out that they had realized from the beginning that their claims, made before the Court, were somewhat abrupt and there were valid arguments for that, as should be obvious. The plaintiffs had thought it would be improper, at this stage, to mention leasing fees, e.g. claims concerning a lease or a taking under the right of eminent domain, but had preferred to allow the judge to decide on such matters later in the proceedings, since many difficult and complicated issues would be addressed then. The plaintiffs are of the opinion that their claims, made before the Court, could hardly be more specific considering the subject matter and nature of the case and other circumstances.

The plaintiffs call attention to a great difference with regard to facilities, on the one hand the position they were in and on the other hand the position the State were in, which enjoyed the services of attorneys, assigned the task of protecting its interests, and did not have to worry about the costs related to such legal proceedings as were initiated before this Court. The general public had two choices, either to suffer damage or to defend its rights at a great cost, concurrently carrying the burden associated with such proceedings.

Argumentation and Conclusion

I.

Competency of the US Government to be Involved

Article 2 of a attachment to the Defence Agreement between The Republic of Iceland and The United States of America, which was enacted by Act of Parliament No 110/1951, clearly states that the US Government were not obliged to compensate Iceland or its nationals for the use of a piece of land or facilities handed over to it by the State of Iceland. The piece of land in question was leased by Icelandic authorities for the purpose of enabling the US Defence Force to use it and on the basis of the cited clause. The US Government was not a party to that agreement and had no part in it. The US Government returned the piece of land to the State of Iceland by way of an agreement dated 7 July 1970. The agreement states that the State of Iceland took the land back together with all constructions and other betterments to be found there and in the said agreement the State of Iceland declares that it waived, on its behalf and on behalf of its nationals, all claims against The United States that might be put forward on account of the Defence Force's use of the piece of land in question.

With reference to the course of events described above and to the provision of Article 2 of the attachment to the Defence Agreement, and to extraterritorial rights enjoyed by the US Government, entailing that it were not obliged to accept the jurisdiction of Icelandic judicial tribunals, the plaintiffs' case against the US Government is dismissed *ex officio.*

II.

Claim for Dismissal Made by the Defendant, The State of Iceland

The plaintiffs have questioned the authorization of the Attorney General's deputy to protect the interests of the State of Iceland in this case and demanded that he produced a written authorization from the prime minister and minister for foreign affairs, which were summoned on behalf of the State of Iceland for the defence in the case.

Act of Parliament No 51/1985 concerns the office of the Attorney General and defines its field of activities. Article 2(2) of the said Act states *inter alia* that the Attorney General conducted legal defence before judicial tribunals in civil

proceedings instituted against the state. In Article 3 authorization is granted to employ deputies at the office of the Attorney General, who would conduct the cases, on behalf of the state, which the Attorney General had assigned to them.

The Attorney General's authorization in the present case is based on the aforementioned Act. The Attorney General is therefore not obliged to prove further his authorization. The aforementioned authorization is embodied in the position of a deputy at the office of the Attorney General.

The defendant's claim for dismissal is *inter alia* based on the assumption that the plaintiffs' claim contravened Article 80, subparagraphs d and e, of the Civil Litigation Act No 91/1991 and conflicted with the principles of civil procedure concerning an evident building of a case. Moreover, the dismissal claim is based on the assumption that a court conclusion, based on the plaintiffs' claim, did not settle the dispute between the parties, on the contrary it created more arguments than it would settle.

On the other hand the plaintiffs maintain that their claims, made before the Court, were of such evident and unambiguous character that they could be examined qualitatively.

The plaintiffs' claim, made before the Court, is that the State of Iceland would be ordered to make acquisition of land by way of contracts, which would permit the use of land for the purpose of storing military wastes, etc.

The Court is of the opinion that a claim of this kind is of such unclear and undecided character that it were impossible to accept it. Its acceptance would create a situation where the defendant, the State of Iceland, would be obliged to enter into negotiations with the plaintiffs without any notion of the content and subject matter of a subsequent agreement. The results achieved could be no agreement at all, which meant that the plaintiffs had no legal remedies to force the judgment debtor to fulfil his obligations in accordance with the judgement. Hence the judgement would not have any effect on the settlement of the dispute between the parties and would create more serious legal uncertainty about their dispute than existed already. The defendant's views, regarding the plaintiffs' imperfect argumentation concerning the definition of the terms "military wastes" and "construction debris", i.e. whether they specified buried wastes or merely visible wastes, can also be agreed to. Furthermore, the Court accepts the opinion expressed by the defendant that the plaintiffs should provide a more lucid explanation of what were meant by the wording "fully cleaned up" or what damages they demanded to be compensated for in case their claims would be accepted.

Hence the Court draws the conclusion that the present case must be dismissed with reference to the aforementioned argumentation.

With reference to the fact that there exists a great difference between the parties as to facilities, i.e. the plaintiffs have no education in law and have not enjoyed the services of lawyers, and the defendant has behind it a legion of experts in all fields, it is fair that each party will bear its share of the Court costs.

District Court Justice, Mr. Skúli J. Pálmason, issued the decree.

THE DECREE READS AS FOLLOWS:

The present case is dismissed.

No costs are determined.