Exhibit 223

in the case of:

People of the Republic of Texas
and the
Sovereign Nation of the Republic of Texas

v.

UNITED NATIONS
(and all it's Political Subdivisions)
and
UNITED STATES
(and all it's Political Subdivisions)

Under Pains and Penalties of perjury and the laws of the Almighty, and being sworn under a vow and oath, I attest that the attached pages are true and correct reprints of the:

The Foreign Relations Law of the United States: 115, 114, 326 from *Restatement of the Law: The Foreign Relations Law of the United States, Volume 1, 1-488*, by the American Law Institute at Washington, D.C. (May 14, 1986).

This attestation is made on August 18, 1998.

Attest: Coolidge Gurdes

Witness to source and above signature

Merle Ann West

Witness to above signatures

RESTATEMENT OF THE LAW THIRD

THE AMERICAN LAW INSTITUTE

RESTATEMENT OF THE LAW
THE
FOREIGN RELATIONS LAW
OF THE
UNITED STATES

Volume 1
§§ 1–488

As Adopted and Promulgated
BY
THE AMERICAN LAW INSTITUTE
AT WASHINGTON, D.C.
May 14, 1986

ST. PAUL, MINN.
AMERICAN LAW INSTITUTE PUBLISHERS

such a declaration under the domestic law of the countries involved. The determination of international law may also require consideration of decisions of national courts of other countries.

Expert testimony has been received, without or over objection, in a number of cases, *e.g.*, Navios Corp. v. The Ulysses II, 161 F.Supp. 932 (D.Md.1958), *affirmed per curiam*, 260 F.2d 959 (4th Cir.1958) (testimony for both parties on state of war in hostilities between Egypt and the United Kingdom and France in 1956); United States v. Maine, 420 U.S. 515, 95 S.Ct. 1155, 43 L.Ed. 2d 363 (1975), Transcript of the Hearing before the Special Master 473, 1899 (1971) (testimony for both sides on the law of the continental shelf and other law of the sea issues); Texas v. Louisiana, 426 U.S. 465, 96 S.Ct. 2155, 48 L.Ed.2d 775 (1976), Transcript of the Hearing before the Special Master 939–1906 (1975) (testimony on behalf of a party concerning the continental shelf boundary). See Baade, "Proving Foreign and International Law in Domestic Tribunals," 18 Va.J. Int'l L. 619 (1979); "Proving International Law in a National Forum," [1976] Proceedings, Am.Soc. Int'l L. 10.

§ 114. Interpretation of Federal Statute in Light of International Law or Agreement

Where fairly possible, a United States statute is to be construed so as not to conflict with international law or with an international agreement of the United States.

Comment:

a. Interpretation to avoid violation by the United States. The principle of interpretation in this section is influenced by the fact that the courts are obliged to give effect to a federal statute even if it is inconsistent with a pre-existing rule of international law or with a provision of an international agreement of the United States. See § 115.

REPORTERS' NOTES

1. *Interpretation to avoid violation of international obligation.* Chief Justice Marshall stated that "an Act of Congress ought never to be construed to violate the law of nations if any other possible construction remains . . . . " Murray v. Schooner Charming Betsy, 6 U.S. (2 Cranch) 64, 118, 2 L.Ed. 208 (1804). See also Lauritzen v. Larsen, 345 U.S. 571, 578, 73 S.Ct. 921, 926, 97 L.Ed. 1254 (1958). On several occasions the Supreme Court has interpreted acts of Congress so as to avoid conflict with earlier treaty provisions. Chew Heong v. United States, 112 U.S. 536, 539–40, 5 S.Ct. 255, 255–56, 28 L.Ed. 770 (1884) (later immigration law did not affect treaty right of resident Chinese alien to reenter); Weinberger v. Rossi, 456 U.S. 25, 33, 102 S.Ct. 1510, 1516, 71 L.Ed.2d 715 (1982); *cf.* Clark v. Allen, 331 U.S. 503, 67 S.Ct. 1431, 91 L.Ed. 1633 (1947) (Trading with the Enemy Act not

incompatible with treaty rights of German aliens to inherit realty which were succeeded to by the United States). See also Cook v. United States, 288 U.S. 102, 53 S.Ct. 305, 77 L.Ed. 641 (1933), in which the Supreme Court found that reenactment, after a series of "liquor treaties" with Great Britain, of prior statutory provisions for boarding vessels did not reflect a purpose of Congress to supersede the effect of the treaties as domestic law. Construing an international agreement to avoid conflict with a statute is more difficult since the proper interpretation of a treaty is an international question as to which courts of the United States have less leeway. The disposition to seek to construe a treaty to avoid conflict with a State statute is less clear. *Compare* Nielsen v. Johnson, 279 U.S. 47, 52, 49 U.S. 223, 224, 73 L.Ed. 607 (1929), *with* Guaranty Trust Co. v. United States, 304 U.S. 126, 143, 58 S.Ct. 785, 794, 82 L.Ed. 1224 (1938).

2. *"Where fairly possible."* The phrase "where fairly possible" derives from one of the principles of interpretation to avoid serious doubts as to the constitutionality of a federal statute, set forth by Justice Brandeis in Ashwander v. TVA, 297 U.S. 288, 346–48, 56 S.Ct. 466, 482–483, 80 L.Ed. 688 (1936) (concurring opinion).

§ 115. Inconsistency Between International Law or Agreement and Domestic Law: Law of the United States

(1) (a) An act of Congress supersedes an earlier rule of international law or a provision of an international agreement as law of the United States if the purpose of the act to supersede the earlier rule or provision is clear or if the act and the earlier rule or provision cannot be fairly reconciled.

(b) That a rule of international law or a provision of an international agreement is superseded as domestic law does not relieve the United States of its international obligation or of the consequences of a violation of that obligation.

(2) A provision of a treaty of the United States that becomes effective as law of the United States supersedes as domestic law any inconsistent preexisting provision of a law or treaty of the United States.

(3) A rule of international law or a provision of an international agreement of the United States will not be given effect as law in the United States if it is inconsistent with the United States Constitution.

Comment:

a. Federal statute inconsistent with earlier United States agreement or rule of international law. Acts of Congress, trea-

interests are involved. See, *e.g.*, Trans World Airlines, Inc. v. Franklin Mint Corp., 466 U.S. 243, 104 S.Ct. 1776, 80 L.Ed.2d 273 (1984). Compare the discussion of determinations of international law in Banco Nacional de Cuba v. Sabbatino, 376 U.S. 398, 432–33, 84 S.Ct. 923, 942, 11 L.Ed.2d 804 (1964).

In Sumitomo Shoji America, Inc. v. Avagliano, *supra*, the Supreme Court followed the Department of State's interpretation of a treaty with Japan, though the lower courts had not done so. In Spiess v. C. Itoh & Co. (America), Inc., 469 F.Supp. 1, 9–11 (S.D.Tex.1979), the district court refused to follow the Department of State's interpretation of a treaty but, recognizing the seriousness of doing so, certified the question to the Court of Appeals, which reversed, 643 F.2d 353 (5th Cir.1981). Occasionally, judicial interpretations seem to create difficulties for the Executive Branch. Maiorano v. Baltimore & Ohio R.R. Co., 213 U.S. 268, 29 S.Ct. 424, 53 L.Ed. 792 (1909), interpreted a clause in a treaty with Italy giving aliens access to courts of justice so as to deny an Italian the protection of a State's wrongful death statute. This caused the Executive Branch to renegotiate a broader clause in 1913, but the Court gave that clause also a restrictive reading. Liberato v. Royer, 270 U.S. 535, 46 S.Ct. 373, 70 L.Ed. 719 (1926). Those cases were effectively superseded by later treaties of friendship, commerce, and navigation. See Blanco v. United States, 775 F.2d 53, 61–63 (2d Cir.1985). Recent cases expressing doubts as to Executive interpretations of agreements include United States v. Decker, 600 F.2d 733 (9th Cir.1979), *certiorari denied*, 444 U.S. 855, 100 S.Ct. 113, 62 L.Ed.2d 73 (1979); United States v. Enger, 472 F.Supp. 490 (D.N.J.1978).

3. *Interpretation not a "political question."* It might be argued that an agreement should not have one meaning for the United States in its international relations and another in litigation in United States courts, and that therefore the meaning of an international agreement is a "political question". The courts have been clear, however, that interpretation of a treaty for purposes of a case before them is a legal and not a political question. See the discussion of "political questions" in § 1, Reporters' Note 4.

4. *Interpretation of agreement and determination of international law.* Courts give "particular weight" to Executive views on customary international law (§ 112, Comment *c*), and "great weight" to Executive interpretations of international agreements. These different formulations may not be significant, but the term "great weight" used in this section has the authority of the Supreme Court of the United States. See Factor v. Laubenheimer, 290 U.S. 276, 294–95, 54 S.Ct. 191, 196, 78 L.Ed. 315 (1933); Kolovrat v. Oregon, Reporters' Note 2.

5. *Evidence of United States interpretive practice.* Whether the United States has taken a position as to the meaning of an international agreement might be ascertained by examining the successive Digests of International Law edited by Wharton, Moore, Hackworth, and Whiteman, the more recent annual digests, and The Papers Relating to the Foreign Relations of the United States. As of 1986, the latter compilation was complete to 1954, with volumes relating to Vietnam up to 1959.