

A treaty may be terminated or suspended in accordance with one of its provisions (if any exist) or by the consent of the parties. If neither is the case, other provisions may become relevant. If a material breach of a bilateral treaty occurs, the innocent party may invoke that breach as a ground for terminating the treaty or suspending its operation. The termination of multilateral treaties is more complex. By unanimous agreement, all the parties may terminate or suspend the treaty in whole or in part, and a party specially affected by a breach may suspend the agreement between itself and the defaulting state. Any other party may suspend either the entire agreement or part of it in cases where the treaty is such that a material breach will radically change the position of every party with regard to its obligations under the treaty. The ICJ, for example, issued an advisory opinion in 1971 that regarded as legitimate the General Assembly's termination of the mandate for South West Africa. A breach of a treaty is generally regarded as material if there is an impermissible repudiation of the treaty or if there is a violation of a provision essential to the treaty's object or purpose