any legislative provision. But when the terms of the stipulation import a contract—when either of the parties engages to perform a particular act, the treaty addresses itself to the political, not the judicial department; and the legislature must execute the contract, before it can become a rule for the court." [287]

To the same effect, but more accurate, is Justice Miller's language for the Court a half century later, in the *Head Money Cases*: "A treaty is primarily a compact between independent nations. It depends for the enforcement of its provisions on the interest and the honor of the governments which are parties of it. . . . But a treaty may also contain provisions which confer certain rights upon the citizens or subjects of one of the nations residing in the territorial limits of the other, which partake of the nature of municipal law, and which are capable of enforcement as between private parties in the courts of the country." [288]

The meaning of treaties, as of statutes, is determined by the courts. "If treaties are to be given effect as federal law under our legal system, determining their meaning as a matter of federal law 'is emphatically the province and duty of the judicial department,' headed by the 'one supreme Court' established by the Constitution." [289] Yet, "[w]hile courts interpret treaties for themselves, the meaning given them by the departments of government particularly charged with their negotiation and enforcement is given great weight." [290] Decisions of the International Court of Justice (ICJ) in-

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[287] Foster v. Neilson, 27 U.S. (2 Pet.) 253, 313–14 (1829). *See* THE FEDERALIST No. 75 (J. Cooke ed. 1961), 504–505.

[288] 112 U.S. 580, 598 (1884) (quoted with approval in Medellin v. Texas, 128 S. Ct. 1346, 1357, 1358–59 (2008)). For treaty provisions operative as "law of the land" (self-executing), *see* S. Crandall, supra, at 36–42, 49–62, 151, 153–163, 179, 238–239, 286, 321, 338, 345–346. For treaty provisions of an "executory" character, *see* id. at 162–63, 232, 236, 238, 493, 497, 532, 570, 589. *See also* CRS Study, supra, at 41–68; Restatement, Foreign Relations, supra, §§ 111–115.

[289] Sanchez-Llamas v. Oregon, 548 U.S. 331, 353–54 (2006), quoting Marbury v. Madison, 5 U.S. (1 Cr.) 137, 177 (1803). In *Sanchez-Llamas*, two foreign nationals were arrested in the United States, and, in violation of Article 36 of the Vienna Convention on Consular Relations, their nations' consuls were not notified that they had been detained by authorities in a foreign country (the U.S.). The foreign nationals were convicted in Oregon and Virginia state courts, respectively, and cited the violations of Article 36 in challenging their convictions. The Court did not decide whether Article 36 grants rights that may be invoked by individuals in a judicial proceeding (four justices would have held that it did grant such rights). The reason that the Court did not decide whether Article 36 grants rights to defendants was that it held, by a 6-to-3 vote, that, even if Article 36 does grant rights, the defendants in the two cases before it were not entitled to relief on their claims. It found, specifically, that "suppression of evidence is [not] a proper remedy for a violation of Article 36," and that "an Article 36 claim may be deemed forfeited under state procedural rules because a defendant failed to raise the claim at trial." Id. at 342.

[290] Sanchez-Llamas v. Oregon, 548 U.S. at 355, quoting Kolovrat v. Oregon, 366 U.S. 187, 194 (1961).