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**The 2007 Philip C. Jessup
International Law Moot Court Competition**

Republic of Adaria

v.

The Republic of Bobbia, the Kingdom of Cazalia, the Commonwealth of Dingoth, the
State of Ephraim, and the Kingdom of Finbar

The Case Concerning The Rotian Union

**Corrections and Clarifications
to the
2007 Jessup Problem**

2007 PHILIP C. JESSUP
INTERNATIONAL LAW MOOT COURT COMPETITION

CORRECTIONS AND CLARIFICATIONS TO THE COMPROMIS

The following corrections and clarifications have been agreed by the parties, and the Compromis should be considered amended accordingly. The Clerk of the Court reminds all parties and participants of the following:

- a. The Compromis is, in essence, a stipulation of facts. Its words have been carefully chosen, and are the results of extensive negotiation. The parties decline to “clarify” the facts by providing conclusory characterizations, *e.g.* of the nature of their political systems, as to which they are unlikely to agree. And, obviously, the parties will not stipulate as to which legal principles are relevant, or which arguments are acceptable or unacceptable.
- b. Any request for clarification not addressed in the following paragraphs has been considered by the parties to be redundant, inappropriate, or immaterial, or the parties were unable to reach agreement on a mutually acceptable answer.
- e. Except to the extent that corrections and clarifications are set out below, participants are to assume that the Compromis is accurate and complete in all respects. In particular, both parties stipulate as to the authenticity of all documents and of the signatures on all documents referenced in the Compromis.
- d. With respect to pronunciations of the various proper names used in the Compromis, all parties and the Court have agreed that they will not take formal or informal offense at any reasonable effort to pronounce proper names correctly.

CORRECTIONS

1. In paragraph 16, “November I, 2005” should read “December 1, 2005”.
2. In Article 5(1) of Annex I, there are two subsections labeled “(e).” The latter subsection should be labeled “(f)”.
3. In paragraph 30, “Adarian Civil Code” should read “Adarian Criminal Code”.

CLARIFICATIONS

1. In August 2006, the Department of Sophian Studies at Adaria National University issued a report, noting among other things that “The elimination of price discounts for basic utilities has had a significant effect on Sophian farming. In particular, the increased cost of water has made irrigation prohibitively expensive for Sophian farmers.” The report observed that this increase, coupled with the revocation of support payments, meant that most Sophian farmers were unable to operate their farms during the 2005 and 2006 growing seasons.
2. On April 1, 2004, the Adarian government did in fact launch a massive public works project in the northwest portion of the country. The program was cancelled eight weeks later, as fewer than a dozen Sophians participated in it.
3. Uriah Heep was born in Liechtenstein, in 1941, and was a lifelong citizen of Liechtenstein. According to his obituary in *The International Mirror*, “He was educated as a lawyer and an

accountant. During his long career as an international civil servant, he served with the United Nations Economic Commission for Africa, the Office of the U.N. High Commissioner for Refugees, and finally with the Rotian Union. He was frequently employed during the 1980s and 1990s by various national governments as a special envoy or negotiator during times of crisis.”

4. Adarian tax law exempts foreign diplomatic missions from otherwise applicable property taxes. It provides the same exemption to domestic not-for-profit organizations and to Adarian branches of foreign not-for-profit organizations, whether or not they are incorporated in Adaria.
5. Although it was never formally identified as a tax-exempt entity, in the years 2002 through 2006, the RU Legation paid no property taxes to the Adarian government. On October 25, 2006, the Adarian Taxation Ministry formally notified the RU Commission that the latter owed 30 million Rotos (the equivalent of US\$6 million) in back property taxes for the property occupied by the RU Legation. The notification stated that the Legation had “abused its status as a tax-exempt not-for-profit organization.” Neither Adaria nor the RU has taken any further action on this tax matter.
6. Adaria has long enjoyed warm bilateral relations with each of the RU Member States. At all times relevant to this dispute, Adaria had a permanent embassy, headed by a resident ambassador, in the capital city of each State. Each Member State had an embassy and a resident ambassador in Adaria. None of these diplomatic missions played any role or made any statements regarding the events described in the Compromis.
7. In May 2006, Members of Adarian Parliament representing the Sophian-dominated regions urged the reintroduction of the subsidies and benefits contained in the now-repealed Sophian Protection Acts. Parliament has acceded to Prime Minister Mesmin’s request “to defer any such legislation until our case pending before the World Court is resolved.”
8. The only State-owned concerns ever privatized by Adaria were Adarmoire, Adarenergy, Adardrink, and Adarfleet.
9. After Bobboman’s unsuccessful lawsuit, none of the other three purchasers filed suit in Adarian or other courts. In a joint statement following the Adarian Supreme Court’s decision, the four CEOs observed, “Further legal action in Adarian courts would obviously be futile.”
10. Adaria, Bobbia, Cazalia, Dingoth, Ephraim and Finbar are all parties to the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights, each having ratified both Conventions during the 1970s.
11. Adaria became a Contracting Party to the General Agreement on Tariffs and Trade in 1971, and has been a member of the World Trade Organization (WTO) since its inception.
12. There are no relevant bilateral agreements between Adaria and any of the RU Member States.