

## **CORRECTIONS AND CLARIFICATIONS TO THE COMPROMIS**

The following corrections and clarifications are submitted by the parties in response to many requests of Jessup Competitors, and the Compromis should be considered amended accordingly:

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. Obviously, the parties will not stipulate as to what arguments are acceptable or unacceptable.

b. Any request for a clarification that is **not** addressed in the following paragraphs has been considered inappropriate or immaterial, or the parties were unable to reach agreement on a mutually acceptable answer.

c. Except to the extent that corrections are set out below, all participants are to assume that the Compromis is accurate in all respects. In particular, reproductions of record documents (such as communiqués) should be presumed to be literal.

d. Neither Laurentia nor Caledon is a signatory or a party to any treaty relevant to this dispute except those listed in the Compromis. There are no potentially relevant declarations, objections, exchanges of letters, or reservations to those treaties.

### **Revisions**

1. The joint notification to the Court and Special Agreement were subsequently revised. All competitors should refer to the second version, which is clearly identified as REV 2 on each page, if they have not as yet done so. These are only formal documents of notification. There are no issues regarding the original discrepancies in dates between these pages and the remainder of the Compromis.

2. For purposes of directing judges' attention to portions of the case, participants should refer to paragraph numbers, which have been inserted into an updated version of the Problem.

### **Corrections**

1. Due to a translation error, the year 1995 in paragraphs 2, 3, and 5 of the Compromis should have been written as 1994, but only in those three paragraphs. All other dates were written correctly.

2. Governor Jones' decree of July 9, 1995, in paragraph 12 of the Compromis, is pursuant to § 3.052(c). Subsection (d) does not exist.

3. In paragraph 24 of the Compromis, the Court's Statute should be cited as Article 36(1).

### **Clarifications**

1. The Caledon adoption proceedings followed the Family Law Title of Oriente.

2. Before the election in Oriente Province, there was no restriction on women owning land. Historically, 10% of the law and medical practitioners have been women.

3. Ms. Montaigne and the other social workers, whose activities were challenged by

Laurentia, were private citizens of Caledon.

4. 225 of the remaining 400 children in Oriente are female.
5. Laurentian investors do not have a controlling interest in any of the Caledonian cigarette companies.
6. The laws of Oriente Province consider persons to be adult when they have reached their eighteenth birthday.
7. The population of Laurentia immediately before the Mount Zolo eruption was approximately 25 million. That of Caledon was 8 million, of whom approximately 750,000 lived in Oriente Province.
8. Up until the time of entry of the adoption decrees, the courts of Oriente Province had issued no order concerning the custody of the Laurentian children.
9. Caledon has designated the District Courts of each of its Provinces as its "Central Authorities" within the meaning of Article 6 of the Convention on the Civil Aspects of International Child Abduction.
10. Under the laws of Oriente Province, an effect of an adoption is the total termination of parental rights on the part of the natural parent(s).
11. No appeal was taken from the default judgment of October 19, 1996, in *Doe v. Children's Foundation*.
12. Under the laws of Laurentia, in the absence of natural parents, there is no automatic award of custody over children to their next of kin, although historically, close family members have generally been permitted to petition for custody.
13. Both the CMC and the Children's Foundation existed and operated well before the events
14. described in the Compromis. In particular, the CMC has participated successfully in numerous humanitarian and relief efforts over decades. The Foundation operated its Rehabilitation Facility in rural Laurentia beginning in the 1960s.
15. Mr. and Mrs. Aaron Doe took no legal action to seek the return of Moses Doe other than as described in the Compromis. Their Laurentian lawsuit named Ms. Montaigne as well as the Children's Foundation as a party defendant, and so did the enforcement action in Caledon.

#### **Clarification to the Jessup Competition Rules**

1. The "word count rule" of Official Rule 8.4 includes all parts of the Memorial -- the body and the constituent parts. Whatever a computer recognizes as a word is a word for purposes of this rule.