

**2014 PHILIP C. JESSUP
INTERNATIONAL LAW MOOT COURT COMPETITION**

CORRECTIONS AND CLARIFICATIONS TO THE COMPROMIS

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

- a. The Compromis is, in essence, a negotiated stipulation of facts. Its words have been carefully chosen, and are the result of extensive negotiation. The parties decline to “clarify” matters about which they are unlikely to agree. 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.
- c. 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. The first sentence of paragraph 15 inadvertently omitted the fact that the treaty dated 30 March 1992 was duly registered with the Secretary General of the United Nations.
2. Paragraph 27 should have noted the date of the cited decision of the International Court of Justice, which was 10 September 2009.
3. The second sentence of paragraph 37 is corrected to read, “No such ships were in fact observed in the vicinity of the wreck during early 2011.”
4. The correct spelling of the name of the captain of the *Cargast* is Baldric Verdigris.
5. Paragraph 54(b) is corrected to read “Amalea’s salvage of the *Cargast* is unlawful, and the cargo and artifacts of Ritanian origin recovered from the wreck properly belong to Ritanian, which has the right to protect them.”

CLARIFICATIONS

1. The Amalean Trench divides Amalea's continental shelf to the west from Ritania's continental shelf to the east.
2. The Dorian wrasse is a nonmigratory reef fish that lives in shallow waters in and around the area of the Sirius Plateau.
3. In 1958 Amalea claimed a 12-mile contiguous zone, as part of a "policy to deter infringement of our customs, fiscal, immigration, and sanitary laws and regulations, and to punish infringements of those rules within our territory and territorial sea." On 13 June 1984, Amalea's Prime Minister issued a proclamation extending the contiguous zone to 24 nautical miles.
4. Amalea halted commercial fishing of the Dorian wrasse in March 2012.
5. In paragraph 46 of the *Compromis*, the *Icarus* returned to port in Amalea.
6. Both EIGP's permit to dredge in the Malachi Gap (paragraph 27) and Milo Bellezza's contract to salvage the artifacts from the *Cargast* (paragraph 38) were granted in full compliance with the respective Ritanian and Amalean laws, after consultation with all competent government authorities.
7. Before 10 December 2009, no landslides had ever occurred in the Malachi Gap area.
8. Between June and September 2011 (when the Ritanian Navy's patrols of the area of the wreck commenced), Milo Bellezza conducted numerous salvage dives at the site of the *Cargast* wreck. Amalean authorities report that he recovered ten cannon of Amalean origin, as well as several crowns or headdresses and a number of smaller jewelry pieces which appeared to have been booty from the sack of Helios, as well as items obtained from Verdigris's other travels.
9. Of the 127 individuals whose bodies were recovered from the site of the *Rosehill*, according to forensic examinations that both parties to this case accept as reliable, 117 had died on board the ship. The other 10 (all of whom were Amalean) were found drowned and floating in the water a short distance from the vessel.
10. Amalea's Penal Code defines murder as encompassing both intentional and reckless conduct. In his trial reported in paragraph 49 of the *Compromis*, Luz was charged with and convicted of: (a) murder, for causing all 127 deaths; (b) property crimes and negligent operation of a seagoing vessel, in relation to the damage to the *Rosehill* and the *Icarus*; and (c) reckless endangerment of the *Rosehill*, the *Icarus*, and the persons on board both those vessels, as well as the various Amalean fishing vessels operating within the Malachi Gap and Amalean waters. All charges were within the scope of Amalea's Penal Code.

11. In paragraph 42 of the *Compromis*, the *Rosehill* was within 500 meters of Excelsior Island when her captain first spotted the *Daedalus*.
12. The ACPS alert Captain Haddock received (paragraphs 44 and 45) said, “Ritanian flagged yacht *Daedalus* last seen fleeing Excelsior Island towards Amalea. Yacht is stolen and persons on board are suspected of human trafficking.”