



PAX Moot Court Competition – 2027 Case

A. Facts

1. Dr Jordi Marti Weller was a Spanish and Austrian architect who had been living and working in Barcelona since 1989. He had two adult children, Laia and Pau Marti Bos, from his first marriage. In 2014, he married Helen Dalton, an Irish national and a social worker. Since 2014, all four had been living in Barcelona.
2. Fundació Pedra Clara (“Fundació”), a foundation under Spanish law, was set up by Jordi and Helen in 2013 in Barcelona, before they got married. Their idea was to create a foundation to bring cultural activities to children who live in poverty, as they believe that everyone should benefit from culture. Initially, they funded the Fundació’s activities with the money Helen inherited from her father. Helen started giving art classes one afternoon a week. As they saw the success of the activities, and realised that many of the children never go on holiday or travel, they became even more passionate about enriching the lives of these children.
3. In 2016, they visited a castle in Graz Austria, Schloss Falkenried, a protected historic castle that required substantial restoration. Its location was perfect, and they could see how they would be able to take children there every summer. Jordi was also drawn to the project because it combined his professional interests in architecture and historic restoration and hoped the restored castle would remain associated with the family’s name. The plan was to rent out the castle or its gardens the rest of the year for events, so that they could raise money to fund the restoration works and the Fundació’s activities.
4. For those reasons, they decided to establish a company on 18 June 2017 as the shared vehicle for the project: Falkenried-Marti Heritage (“Falkenried-Marti”), which is a private limited company incorporated under the law of Elan (see Annex 2 below). The family chose Elan because its company-registration and corporate-administration system allowed a private company to be established and maintained largely remotely through a professional corporate-services provider, which suited shareholders living in Spain who intended the company to hold property in Austria.
5. Falkenried-Marti issued 10,000 shares, each carrying one vote. Jordi held 6,250 shares, Laia 1,250, Helen 1,250 and Pau 1,250. Falkenried-Marti’s articles of association provide that its sole management-board member may represent the company alone. They also require approval by shareholders holding at least 75 per cent of the voting rights for a transfer of all or substantially all company assets or for the issuance of new shares.
6. Falkenried-Marti acquired the castle from Steiermark Denkmalbesitz GmbH on 17 November 2017 for EUR 6.8 million. Jordi provided EUR 2.3 million to Falkenried-Marti as a loan. That means that he transferred those funds to Falkenried-Marti for the company’s own use in financing the acquisition. Falkenried-Marti used the money toward the purchase price. AlpenBank Steiermark AG, whose corporate seat is in Austria, lent Falkenried-Marti the remaining EUR 4.5 million and took a mortgage over the castle. The castle became the company’s only substantial asset.
7. Falkenried-Marti retained its registered office at an Elanian corporate-services provider but had no employees or operating premises there. Its estate manager, accountants, principal bank account and contractors were in Austria. Jordi was the sole member of Falkenried-Marti’s management board. From 2019, when serious structural defects required extensive works, Laia regularly travelled to Austria to supervise the restoration, with Jordi sometimes joining her.
8. Because Laia had assumed most of the responsibility for the project, the shareholders appointed her the sole member of Falkenried-Marti’s management board from July 2022. Thereafter, she negotiated Falkenried-Marti’s ongoing financing arrangements with AlpenBank in Graz, approved restoration contracts there, and kept the company’s operational records at its Graz project office.

9. In April 2023, Jordi executed a will before a Barcelona notary. The will attributed his 6,250 Falkenried shares to Laia because of her work on the project. Helen and Pau received other property and monetary legacies. Helen was appointed heir to the remainder of his estate. The will further provided: "I direct that the legacies be satisfied in full and prohibit my heir from reducing them in order to retain the quarta falcidia." The will also expressed his wish that the castle should continue to be available for the foundation's summer camps.
10. In December 2023, Jordi purchased an apartment in Graz, near Schloss Falkenried, and moved there to follow the restoration works, while leaving all managerial decisions to Laia. He sold the family home but bought a smaller apartment in Barcelona where he travelled frequently to meet clients and visit his children and friends. In Graz, he renewed close relationships with his Austrian relatives and friends and became involved in local cultural activities. Helen joined him there in January 2024, and they lived together in the apartment. In April that year, he was diagnosed with Alzheimer's disease and began receiving regular medical care in Graz. His condition deteriorated very rapidly, and his visits to Barcelona became less frequent and then stopped altogether. In January 2025 Helen decided that he would be better taken care of in a nursing home in Graz where he remained until his death and where he was lovingly cared for.
11. After Helen moved to Austria, and while the restoration work was ongoing, the Fundació organised summer camps for children in the castle's large gardens (for this purpose they rented tents). They were also able to rent out the gardens for other events the rest of the year.
12. By November 2025, restoration work had been ongoing for several years. The situation became urgent for two specific reasons. First, on 14 November 2025, the Austrian heritage authority ordered further structural works estimated at EUR 1.1 million to be secured by 30 June 2026. Second, on 21 November 2025, AlpenBank notified Falkenried-Marti that the funds in its restoration reserve had been exhausted and required a financing plan by 31 March 2026 while EUR 4 million of principal remained outstanding under the secured loan.
13. Those demands led Laia to propose issuing new shares of Falkenried-Marti. She explained the proposal to her father, stepmother, and brother. On 29 November 2025, Jordi replied, "do what is needed to save the place, but keep the summer for the Fundació's activities." Given his health condition, Jordi was concerned about the future of the castle.
14. Jordi died in Graz, Austria on 3 December 2025.
15. Upon the request of Laia, Notary Mireia Casas Vidal (subsequently, Notary Casas Vidal) in Barcelona started the paperwork of Jordi's succession.
16. After verifying all relevant documents, the notary prepared the deed of acceptance and allocation of the legacies. Laia accepted the legacy and signed the deed on 8 January 2026.
17. Because the 31 March 2026 financing-plan deadline and the 30 June 2026 heritage deadline were approaching, Laia obtained an independent valuation in Graz on 9 January 2026. It valued the castle at EUR 5.1 million on a prompt-sale basis, taking account of the heritage restrictions, required works and absence of hotel permits.
18. Laia then needed documentary proof of her succession to Jordi's shares for the proposed rescue transaction. On 12 January, she applied to Notary Casas Vidal for a European Certificate of Succession ("ECS").
19. In her application, Laia asked the notary to certify her entitlement to the 6,250 shares and stated that she intended to use the certificate to exercise the shareholder rights associated with those shares and to support the issuance of additional shares.
20. Helen and Pau were notified of the application. On 19 January, they wrote to the notary that they oppose any certificate stating that she could exercise the shareholder voting rights attached to the inherited 6,250 Falkenried-Marti shares without restriction.
21. On 29 January 2026, Notary Casas Vidal issued the ECS using Annex V. This Annex identified Laia as a legatee having direct rights in the succession and stated the following:
 - It recorded that she had accepted the legacy without conditions.
 - Under asset(s) attributed to the legatee and for which certification was requested: "6,250 registered shares, representing 62.5 per cent of the share capital of Falkenried-Marti Heritage, an Elanian private limited company."

- Under conditions and restrictions relating to the rights of the legatee: “None under the law applicable to the succession or under the disposition of property upon death.”
 - Under other relevant information or further explanations: “The legatee acquired the above shares upon Dr Jordi Marti Weller’s death on 3 December 2025. She accepted the legacy on 8 January 2026, thereby consolidating that acquisition. The rights attached to those shares may be exercised by the legatee from the date of Dr Jordi Marti Weller’s death.”
22. In an accompanying letter, Notary Casas Vidal explained that the will, Laia’s acceptance of the legacy and the applicable succession law established her entitlement to the 6,250 shares. She stated that the entry concerning conditions and restrictions referred only to restrictions arising under succession law or the will. She also explained that the final statement in Annex V recorded what she regarded as a consequence of Laia’s succession to the shares. Helen and Pau objected to her jurisdiction to hear the succession procedure. In addition, they noted that the sentence stating that the rights attached to the shares could be exercised from 3 December 2025 nevertheless purported to certify Laia’s present voting authority, which was the matter they had expressly challenged before the certificate was issued.
 23. On 30 January 2026, Pau obtained a second independent valuation. It valued the castle at EUR 7.4 million on the assumption of six months’ marketing.
 24. On 31 January 2026, Laia circulated both valuations and the proposed issuance of additional shares and called a shareholders’ meeting for 10 February 2026. Helen and Pau requested six weeks to seek competing offers. Laia refused because the financing and heritage deadlines remained in force.
 25. Laia, as the sole management-board member of Falkenried-Marti, took note of the will and the ECS, and maintained that those documents demonstrated her succession to the 6,250 shares for the purpose of the Elanian rule governing exercise of shareholder rights. She cast those 6,250 votes together with her own 1,250 votes. The minutes of the shareholders’ meeting recorded exactly 75 per cent in favour. At the meeting, Helen and Pau objected to Laia’s use of the inherited shares.
 26. On 14 February 2026, acting as the sole member of Falkenried-Marti’s management board, Laia restructured Falkenried-Marti, issuing 5,000 more shares in order to raise more capital, a total of EUR 3.4 million. She sold those shares to an Austrian company, Castelberg Heritage GmbH (“Castelberg”) in Graz. She made these decisions on her own, since she owns 75% of the shares. However, Castleberg refused to provide free access to the castle to the Fundació, as the summer months could be very profitable to rent the castle out for events. With this investment, Laia was able to comply with the Austrian heritage authority restoration works and with the deadline of AlpenBank. The worst had been avoided.
 27. In March 2026, Helen and Pau challenged Notary Casas Vidal’s decision before the court in Barcelona.
 28. In the meantime, the Fundació continued to organise summer camps. When the children arrived at the castle in June 2026, it was fenced off. The children and the volunteers accompanying them were not allowed on the grounds. The Fundació found another camp opportunity for the children in the south of France, but at a huge expense. This of course also required additional transportation costs.
 29. In June 2026, the Fundació brought an action for damages against Laia and Falkenried-Marti.

B. Questions presented

The proceedings take place before the court in Barcelona.

First legal action

The Applicant team represents Helen Dalton, Pau Marti Bos and Fundació Pedra Clara. The defendant team represents Notary Casas Vidal, joined by Laia Marti Bos and Falkenried-Marti.

Second legal action

The Applicant team represents Fundació Pedra Clara. The defendant team represents Laia Marti Bos and Falkenried-Marti.

You may assume that the Court in Barcelona has jurisdiction to hear the first claim.

First legal action

1. Did the Notary Casas Vidal have jurisdiction to deal with the succession and why?
2. Which law applies to the succession and why?
3. Should the European Certificate of Succession (ECS) remain in its original terms, be modified or withdrawn, or should its effects be suspended? What evidentiary effect did the certificate have?

Second legal action

4. Can the court in Barcelona also hear the claim on damages?

Annex 1 – Spanish law

Quarta falcidia – *minimum inheritance entitlement*: Under Article 427-40 of the Civil Code of Catalonia, an heir may, subject to the statutory requirements, reduce legacies where they would otherwise leave the heir with less than one quarter of the net estate calculated in accordance with the Code. The testator may expressly prohibit such a reduction. This entitlement protects the heir and is distinct from a forced share (*legítima*).

Under Catalan succession law, a specific legacy of shares owned by the deceased and having direct proprietary effect confers ownership on the legatee upon the opening of the succession, unless subject to a relevant condition or time limit. Acceptance consolidates that acquisition, without requiring settlement of the remainder of the estate.

Spanish law authorises a notary dealing with a succession in Spain to issue an ECS where the relevant Spanish authorities have jurisdiction over that succession.

Spanish law governing review of an ECS provides three distinct remedies. Where an inaccuracy concerns an element separable from the remainder of the certificate, the competent court may modify the certificate by deleting or replacing that element. The certificate may be withdrawn where, after removal or replacement of the contested element, it cannot accurately remain in force for the purpose for which it was issued.

Spanish law also permits the competent court to suspend the effects of the certificate pending a challenge where suspension is necessary to preserve the practical effectiveness of that challenge and, having regard to all the circumstances, the interests favouring suspension outweigh the prejudice caused by temporarily depriving the certificate of its effects.

Spanish law permits a beneficiary or other person whose legal interests may be affected by an ECS to seek judicial review of a decision concerning that certificate.

Annex 2 – Elanian law

Elan is a fictional EU Member State bound by the relevant EU instruments.

Elanian law also provides that a person who has inherited the registered shares may exercise the shareholder rights attached to them once the company has been presented with evidence that legally establishes or presumptively demonstrates that succession. This is an evidentiary requirement concerning proof of succession to the shares. It does not require a separate corporate transfer of the shares. No separate registration of the successor, shareholder resolution or other formality is required. A dissenting shareholder may seek judicial restraint of a proposed transaction, challenge an abusive resolution and claim damages, but Elanian law does not require prior judicial approval of a transaction satisfying the applicable voting threshold.

Annex 3 – Austrian law

The acquisition of Legacies is governed by Section 684 of the Austrian General Civil Code.

III. Acquisition of Legacies, Date of Devolution and Conditions for Acquisition of Legacies, Section 684.

(1) As a general rule (§ 699), the legatee acquires the right to the legacy for themselves and their successors upon the death of the testator.

(2) Title to the bequeathed property is acquired in accordance with the provisions of Part Five on the acquisition of title.

Part Five of the Austrian General Civil Code

§ 424. The title to indirect acquisition lies in a contract; in a disposition upon death; in a judicial ruling; or in a provision of the law.

§ 425. Title alone does not confer ownership. Ownership and all rights in rem may, except in the cases specified by law, only be acquired through legal transfer and acceptance.

§ 437. Similarly, in order to acquire ownership of immovable property or a building bequeathed by will, it is necessary for the property to be transferred to the legatee in accordance with §§ 431 to 435.

§ 431. For the transfer of ownership of immovable property, the transaction of acquisition must be entered in the public registers designated for that purpose. This entry is known as registration (intabulation).



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