

Evidence documents: Translations from Spanish into English

Evidence No. 1

Note of Mr. Friedli regarding the negotiations of the Ferrari sale, dated 12 November 1991

Ferraris Sale

During the discussion on the land sale in Marbella, I have come to know Mr. GG (Giuseppe Giudice)

During the last discussions I have been alone with GG at his home

Mr. GM was under the obligation to go to Ramires in the matter of the sale of the land and bank obligations.

GG and I have gone for a walk in GG's garden speaking about cars

GG has told me that he drives a Mercedes in Italy and when he has bought the house in Marbella he has also taken a Daimler-Jaguar. And he also has a Maserati

So I spoke of my Ferraris

I have told GG that I had 6 Ferraris and that two of these were already sold.

GG has told me that he is very interested in buying the cars

I have presented him with the photos and GG has been passionate about these cars

I have spoken of a 2.1 million dollars price

After a few discussions we have agreed on a 1.9 million dollars price, the transportation cost and the insurance at BF' (Mr. Friedli's) expense, all other costs, like customs rights (costs?), the farrago (this I don't know the meaning of, I looked it up and it says that it's a mixture of superfluous things) at GG's expense

GG has spoken to me about doing a proforma for customs with lower prices to save on IVA (VAT)

GG has been the one to come with the prices for the proforma

GG has assigned GM (Gianni Meninno) the making of another bank obligation (bond), just as he did with the land sale

They have presented it to me along with the bank obligation for the land

This happened the 18th of July 1991

The 19th of July 1991 this obligation/bond was deposited along with the land obligation

The Italian vice-consulate in Malaga GG has given me Marbella Auto, K Fisher's address. Fisher is in charge of receiving the cars and deals with customs

Evidence No. 9:

Letter of Attorney Torrabadella to Mr. Kelvin Fisher on 16 August 1991

Dear Sir

In Mr. Friedli's name and representation, whose legal interests we represent in Spain, we require you not to give, under no circumstances, to Mr. Giudice or any other person the four Ferrari cars that Mr. Friedli sent you the 20th (¿26th?) of July 1991, through the Somatra AG Enterprise in Bern, until you receive such instructions from Mr. Friedli himself. This is obeys to the fact that Mr. Giudice, the said cars consignee, has not made their payment

We ask you to send immediately an acknowledgement of this telefax receipt, confirming the vehicles retention

Awaiting news from you, sincerely

Ps The original version of the present follows via registered mail

Evidence No. 11

Letter / fax message from Mr. Kelvin Fisher / Attorney Jaime Torrabadella, dated 21 August 1991

Dear Sir

We received via fax your letter from the 16th of the current (of this month) and which I also registered, in regards to the four Ferrari vehicles sent by Mr. Friedli

Already from our lawyer Jimenez Balboteo, you must have had information about the matter which is not how you have been told.

The four cars are not Mr. Giudice's not for Mr. Giudice, so all reference to said gentleman is unnecessary.

We will hand the cars as we sell them to the person who acquires them, and always and in every case previous payment of the amounts stated by Mr. Friedli en each of the four bills he sent, and those photocopies I enclose, and which we will put in an account at his disposal in the form they state.

However if Mr. Friedli wishes to relinquish his commitment, he can do so and retry the cars, previous payment of all costs, damages and torts.

Evidence No. 12 and 13

Letter (registered mail) and fax message of Attorney Torrabadella to Mr. Kelvin Fisher, dated 21 August 1991

Dear Sirs

By the present I confirm that I received your fax this morning with regards to the referred matter, and my personal visit to you on this date

In agreement with Mr. Jimenez Balboto, your lawyer, we have asked you to detail the sums in which you might have incurred during the sending and receiving of the vehicles

I also remind you that in your own letters you agree to dismiss all previous commitment to pay the cost and torts produced.

To follow the aim of paying you the concepts (in the sense of amounts) that you reclaim you must send us the settlements that we have asked for and that you told me that you had to ask from Madrid and would give me in an hour.

In any case, I reaffirm that Mr. Friedli's instructions no to get rid (it says get rid, but may be let go would be more appropriate) of any of the 4 vehicles under no circumstances without his authorization

I m sending a copy of the present (document) to Mr. Jimenez Balboso

Yours, sincerely

Evidence No. 14a

Summon by Attorney Torrabadella, 23 August 1991

SUMMONS

Appears in court: Torrabadella... lawyer, with his professional address ii Marqués del Duero Avenue... and ID number...

Acts: verbally empowered by Mr. Friedli

Summoned: Motorauto Marbella SL Society, through its representative Mr. Fisher, with address in Marbella, Ricardo Soriano Avenue...

The appearer summons (requires) me, the Notary to present myself at said society's, named Motorauto Marbella SL, address, to summon (require) Mr. Fisher or another entity's representative, and state the following:

THAT the appearer acts as Mr. Friedli's lawyer and legal representation in Marbella , as it has been confirmed by Mr. Friedli in the correspondence addressed to Mr. Fisher via fax, the 21st of August of the current year

THAT in agreement with Mr. Fisher's own statement, in the document to the appearer the 21st of August of the current year, it acknowledges to hold at Mr. Friedli's expense the four F vehicles, of Ferrari make, sent in expedition by the already mentioned Mr. Friedli from Thun (Switzerland) on the 23rd of July of the current year, and received on the 28th of the same month and year

THAT being Mr. Friedli's intention, to retrieve said vehicles from Motorauto SL's premises in Marbella, is why he is summoned (required) to give them to the appearing empowered, stating previously the costs and honoraries in which he has incurred and are debited by MR. friendly for the handing, reception and stay of the already mentioned vehicles

Evidence No. 16

Fax message of Attorney Torrabadella to Attorney Juan Ramirez (representing Mr. Kelvin Fisher), dated 6 September 1991

Date: 6 September 1991

To the attention of: Don Juan Ramirez

From: Torrabadella

Matter: Friedli-Ferraris

Dear Juan

I will be grateful if, in spite of the agreements we may reach of the referred matter, you mail me via fax, before the Sunday (or eventually Monday) meeting, the document, contracts or whatever, by which Mr. Friedli authorized Mr. Fisher to negotiate in some way the sale of these cars. Since I don't see a legal justification otherwise, except your better opinion, *for the holding and even manipulation of these cars, whose value, as you know, is very high*

Although it relaxes me that through your Office you have their legal disposal, I would like to inform my Swiss colleagues of the eventual commitments acquired by Mr. Friedli, in regards to these cars

Affectionately

Evidence No. 17

Fax message of Attorney Diego Jimenez Balboteo (also representing Mr. Kelvin Fisher) to Attorney Torrabadella, dated 6 September 1991.

Dear Jaime

In reply to the letter you have sent today via fax to my cousin JUAN CARLOS in regards to the Ferrari cars that Mr. Fisher, my client, has:

Firstly, I enclose the documents by which virtue I think that Mr. Fischer is more than legitimized enough to have the cars at his power and disposal

I, just like my cousin, have assured you and we repeat so in writing, that no car will ever be give, without our previous control and previous payment of the amount stated for each of them, which we will put at your disposal by putting it, through you, in the account stated by Mr. Friedli

Awaiting your news, affectionately

Ps The original car documents are in Mr. Fisher's power; Mr. Friedli sent them to him (!!!)

Evidence No. 18

Fax message of Attorney Torrabadella to Attorney Diego Jimenez Balboteo (representing Mr. Kelvin Fisher), dated 8 September 1991.

FAX

To: Diego Jimenez Balboteo, Attorney

From: Jaime Torrabadella Pare, Attorney

Date: 8. September 1991

Matter: Ferraris

Dear Diego

Thank you for the letter (when I say letter in most cases it is correspondence, it may be a fax) you sent the 6th of this month

Once again, I regret that the announced documents are nowhere to be seen, since I have waited in vain to see them come out of the fax

I must repeat what I have already stated: Nor Mr. FISCHER (nor anyone else) is legitimized to sell or dispose of these vehicles, from the moment Mr. Friedli expressed his unequivocal (unmistakable) will to get them back

For my part I will not be able to accept any amount without my client's express authorization

Mr. FISCHER must express the expeditionary costs (this is the reception) and those that the cars stay may have caused, to be reimbursed if they are reasonable

On the other hand, I have already said that the proforma invoices for customs purposes, that were with the cars (and which prices were infinitely lower than their real value) cannot be considered commitments to sale, so if Mr. Fischer has no other, more consistent, documents, I will be grateful if you let him know that his attitude is taking as to a no-end street

Affectionately

Evidence No. 19

Statement of Mr. Fisher at the Notary Public, 22 August 1991.

Reply to notarial requirement

Mr. Fisher, Motorauto Marbella SL's legal representative

Appear before the notary Mr. Tejuca Pendas, to answer the requirement/summons made the 22nd of August at Mr. Torrebadella's urging

ANSWER/REPLY

That he does not reconcile (abide) the practiced requirement, and he fully rejects it, because of the requirer's unilateral and arbitrary decision, without abiding to what was agreed between both parties. (I can't read what comes here) and which will certainly not give to this gentleman nor to any other person, if it is not put at the same time in Mr. Friedli's account in the Bank of Urban Andalucía number 5 of Puente Romano, the amount stated by said gentleman for each vehicle, just as agreed between the requirer (summoner/petitioner) and the required (summoned), he may intervene, if he so wishes, through the person of his choice in the act of handing the vehicles, so that he can verify the reality of the whole thing, and meanwhile he can even keep watch on the cars and that the restorations that are being made on them. But what I do not give my consent to is that Mr. Friedli plays with his commitments and terminates his obligations unilaterally, in oblivion to what has been agreed as it is his custom, XXXX

Evidence No. 20

Fax message of Attorney Torrabadella to Mr. Kelvin Fisher, warning the latter, dated 27 August 1991

To: Motorauto Marbella, Kelvin Fisher

From: Attorney Jaime Torrabadella Pare

Date: 27. August 1991

Fax

Number of pages (including this one)

Matter: Friedli / Fischer Motorauto

Dear Sir

In my client Mr. Friedli's name and representation of, we repeat that ???

Since in the reply to the notarial summons/requirement addressed to you, you state ???

As a consequence, we must warn of the civil and criminal lawsuit that may result from your actions, since multiple times, by this Office as well as by Mr. Bratschi, it has been brought to his attention (the literal expression would be evidenced) the owner's clear will to retrieve said cars from Motorauto, previous payment of the costs in which you may have incurred

Sincerely

Evidence No. 21

Letter of Mr. Kelvin Fisher to Attorney Torrabadella, dated 28 August 1991

Dear Sir (..) Marbella

Once again and I hope this is the last time, I get back to you (literally I participate you) in reply to your fax from the 27th of the current August, that I do not accept any of Mr. Friedli's summons with regards to the four Ferrari vehicles

There is a contract and it cannot be annulled or terminated by Mr. Friedli sole decision who now intends to breach (not abide) it.

As an act of good faith, I once again express that none of the four cars will be handed (given) to anyone unless there is previous payment (this word doesn't appear in the original, but the phrase makes no sense without it) of the agreed amounts. For each one of them in the account that Mr. Friedli has appointed and you or another person can intervene in the above mentioned deliveries, I state this clearly for future reference (para que constate cuanto lo manifiesto means for it to be stated this I manifest, it is a very odd and difficult way to say I state this clearly for future reference, he doesn't quite say this, and I interpreted it freely, but this is what I understand from this)

The four cars are already committed (or compromised) (this assuming the word is comprometidos, in the promise of selling and buying the word would be prometidos, so I am not sure if it's referring to the promise of selling and buying, literally as I said it means compromised) for sale to Mr. Albanes, and received from him the amount (sum) of 19600000 for their restoration on behalf of the existing compromise, and a time period has been set for the delivery of the cars, previous payment of the respective amounts that I will previously give to Mr. Friedli

Mr. Torrabadella, you can state or designate a person in order to state (I think verify will be more fitting) the reality of what I say and even take care of the agreed sums for each car, and what is more you can (piefde is not a word, puede makes more sense, pierde is lose, which doesn't fit here) even guarantee (vouch) their amount if needed, but what I will never do is agree (reconcile, a little in the sense of submitting) to what your client thinks in every case (this is an expression that means, I am not going to constantly agree and adapt myself to what you think each time, it's usually said to people who change their minds a lot and expect others to adapt to their new mind frame). Contracts exist to be honored and I am going to carry out the existing contract with regards to the cars

I offer any explanations, guarantees or information through my attorney D Diego (..), to whom I have passed (given) this matter and given instruction and with whom you will be dealing (addressing) in the future, as I have given both and sufficient and you know my position (take in the matter)

Yours, sincerely

Evidence No. 22

Statement of Attorney Torrabadella at the Notary Public, dated 30 August 1991

BILL FOR THE NOTARIAL SUMMONS

Jaime Torrabadella Peré, lawyer (attorney) with domicile (address) in Marques del Duero 66, San Pedro, Marbella appears in court

He acts. In name and representation of Mr. Hans (...), by virtue of the proxy (power of attorney) for lawsuits granted in Switzerland before the consulate of Spain in Berne, on the 26th of August, 1991, under the number 237

And he requires me (asks me) to make a notarial request to the Director (chief) of the ¿? Puente Romano Branch, Urban Agency number 5, Marbella, the following:

That it's the proxy's will (principal, constituent) to refuse any payment or transfer, for any concept, to be paid into Mr. Hans account or any of the societies that he represents, and that may (could) ¿? relation with the claimed sale (pretendida can mean claimed, but also so-called sale) of the vehicles of the Ferrari make, in number of 4 units (or simply put the four Ferrari cars), that Mr. Friedli has deposited in the Motorauto Marbella SL premises

Evidence No. 25

Judge Order, Instruction Judge No. 2 from Marbella, 23 October 1991

El Magistrado Juez de instrucción

Sr. Comisario-Jefe de Policía-Marbella

In the proceedings of the annotations of the margin, I write the present (Vs stands for your lordship, I think, this would be equivalent to may it please the court or something similar, literally it means I free this to your lordship so that..) so that, to the major briefness, and today if possible the deposit and seal of the vehicles Ferrari 250gt, spider, II series, year 1960, chassis number 1893, Ferrari 250 GTE, coupe2-2-,model 1961, chassis number 2925, Ferrari, 365 GT, coupe, de 1970, chassis 13811 y Ferrari, 230 GT, spider, I series, model, 1957, chassis number 0799-gt take place, which can currently be found, two of them, one black and the other a sky blue color, in a garage of the concessionaire Nissan, situated in the Industrial Estate, property of Federico Magnoni and the other two models cabriole convertible in the establishment "Motive Cars Marbella SL " (SL stands for limited corporation in US English or limited company in British English) situated in the Soriano Avenue, building. Estela-II, and where they will have to be taken to the Mercedes concessionaire in San Pedro of Alcántara. For their seal (binding) and deposit (warehousing)

The lawyer Sr. Torrabadella is authorized, to make the police favor easier, and he will take charge of all the expenses originated to the effect.

What has been agreed will have to be taken to effect without excuse or any pretext, proceeding to the detention of any person who prevents the fulfillment of what has been ordered, once there has been sufficient notice by that (person)

The corresponding record of the stated above will be remanded (sent)

Marbella 23 of august of 1991

The Magistrate

Commissioner - chief of Police-Marbella

Evidence No. 31

Declaration of Mr. Friedli to the Instruction Judge No. 2, Marbella, 26 September 1991

First Instance Criminal Court (Examining Magistrates Court) number two of Marbella

Bernard Hans Friedli's Declaration (statement)

ID (DNI stands for National Identification Document) Swiss passport number 7463613

In the city of Marbella on September, the twenty-sixth, 1991

Before the magistrate, assisted by my secretary (court clerk) the person annotated on the margin appears in court, who urged in form (duly urged) and having the legal warnings been made said: to be named as stated, of (2-8-1937) years, civil state married, profession industrial, son of Hans and of Charlota, native of Dreisieben, Administrative area (county) of idem (ditto), province of idem , and neighbor of Heimberg, with domicile in Ackerfluhweg 7-3627, instruction and that – he has been tried.

Represented (assisted) by the lawyers D Vicente Ortiz (...)

Suitably interrogated said: that he affirms and ratifies in the complaint-statement that made before the city's police station, in his name and representation by the lawyer D Jaime Torradabella, which has been read in this case without any variations, adding to new questions:

That the sale was made by means of a verbal contract, with a gentleman called Giuseppe Giudice. For the amount of 1.900.000 dollars, presenting a bank guarantee (surety) for the above mentioned quantity, although (solera means nothing, I am thinking it was a miswritten ahora, which in this context could mean this) the above mentioned guarantee document was exhibited (shown) but said guarantee document was never given to him.

That after seeing the guarantee he has sent the cars to Spain.

That the cars were sent to Mr. Fischer, by so called Giudice's assignment, without a personal knowledge of Mr. Fischer.

That he agreed with Mr. Giudice that as soon as the cars were in Spain, Mr. Friedli would be simultaneously charged (paid) by means of a sum being credited in his Swiss bank, this is the appearer

That the above mentioned transfer has never made it to the appearer's power, nor has??

That Mr. Giudice asked him to send to the deponent pro-forma invoices for a total amount of 350.000 dollars, and that the appearer did so.

That exhibited the number 1 document, presented by the denounced, he says: ¿that he has never received? nor by fax nor by the ordinary means said document

Exhibited the other documents contributed as number 3(*the title), he says that he sent the above mentioned documents because its necessary that they accompany the vehicles, **but without signing the transfer because he still has not perceived the amount of the sale**

That the vehicles were in mint (perfect) condition and that they were under control the same day that they left Switzerland for Spain, no repairs needed, and that he will give the court photographs of them where their excellent condition (state) of conservation can be appreciated (seen)

That he insists that up to date he has not perceived a single peseta for the sale of the above mentioned vehicles

He answers the following questions to denouncer's lawyer's questions:

Asked if he has done a verbal contract for the sale of mentioned cars, he says: that yes, he did so with Mr. Giudice.

Asked if he recognizes the companies (firms, signatures) stated in the invoices and in the fax sent him, Mr. Fisher, giving him notice (knowledge) of the brand (mark), model, color of the four cars and giving him instructions to pay the stated sums into his account in the bank of Andalucía, number 5 Agency of the Puente Romano (Marbella), he answers this question in the following way: yes, he recognizes the companies (signatures) but always according to the instructions received from Giudice. That the aim of pro-forma invoices is to inform (report) customs only of the exact description of the vehicles to allow them to go through customs

Asked if giving the cars documentation gives their possession, he states that it is not equivalent to the possession, and that the cars are registered to his name. That the cars were bought by a Swiss society specialized in the sale of the above mentioned cars

Asked whether the four vehicles are his property, he says that yes, they are

Asked, concretely (specifically) about one of them because it doesn't appear in the certificate of the title that appears as document 3(*), to the name of another person, since as he states for the property or to have the property (domain, ownership) of the cars the signature of transference is needed, (the underlining in this document is mine, it does not appear on the original text) he answers that he has bought the cars and has paid in Switzerland to a society which specializes in the sale of collection cars named Elite Car Diffusion, whose domicile is in Frasherls, in the Canton of Friburg (Switzerland). That said society is the person responsible or in charge of making the transfers to Spain

Asked how he can explain that after four or five years he has not yet legalized the property of the cars putting them to his name he says: that these cars are like a picture or a sculpture and it is not an indispensable requirement that the transfer is carried out.

Asked whether by sending the documents together with the cars for the sale, he was also giving ownership, he answers: that he sent them to Mr. Giudice, who had to pay him the agreed price, which has not taken place.

Once readen the above I certify the exactness of the above document and sign it with your honorable and those present, of which I give faith (literally readen and ratified and signed with your Honorable, of which I give faith, witness. I assume SS^a stands for su señoría, your honorable)

EXTENSION In this act he exhibits and encloses (unites) a document in German, by photocopies, - its translation will be added later, which states (from which it can be inferred) that those vehicles were ¿insured? by the Elite Diffusion Company in two million nine hundred twenty thousand ¿Swiss? Francs, equivalent to 310.000.000 pesetas

Read again, I certify the exactness of the above document and sign it with your honorable and assistants and those present, of which I give faith (which I witness)

Evidence No. 32

Declaration of Mr. Kelvin John Fisher to the Instruction Judge No. 2, Marbella, 12 December 1991

Examining magistrate's court n ° 2 of Marbella

Kelvin John Fisher's Statement

ID residence card number. X-0183812-L

In the city of Marbella on December, the twelfth, 1991

Before the magistrate, assisted by my secretary (clerk)the person annotated on the margin, appears before the court, who sworn in legal form in form, (this again is a consequence of the form-like structure of the paragraph) and having the legal warnings been made he said: that he is named as stated above, of - years,-, profession-, son of - and of-, native of-, Administrative area of---, province of-, and neighbor of-, with domicile in- other personal circumstances already stated -instruction - has been tried.

Represented (assisted) by the lawyers D Vicente Ortiz (...)

Suitably questioned he said: that he confirms and ratifies completely the statements previously made before this court

Asked by the lawyer Sr. Ortiz, how he got in touch (contact) with Mr. Friedli for the selling and buying that he affirms to have carried out with the four cars, according to his statement, he answers that the contact wasn't (originally) made by the deponent, since they are a society and the direct contact was made by another manager (the word used is manager and not administrator) named Ugo Gianino.

Asked did the sale of the cars take place, he says: that when he got in the development of the sale (this doesn't make a lot of sense but this is what it says), he got a call from Mr. Friedli at the society, and the deponent answered the call, and then Mr. Friedli

asked him if everything was alright for the sale, answering that everything was in agreement with the operation and that he had already talked to Mr. Ugo Gianino, and that he had news (the word is news, not instructions nor information) on what ought to be done

Asked who ¿took? ¿actually paid the price and arrived? ¿took the business? ¿contract?

Asked on what terms (as whom) he acts in the society Motorauto SL, he says: that as a manager (manager, not administrator), with proxy since he is an associate

Asked if he has intervened (been part of) or knows Mr. Giudice, he says: that he was the initial contact between Mr. Friedli and Mr. Gianino, and that he hadn't met him before the operation, and that has not had any other relationship than the already mentioned

Asked, with the exhibition of the document number 5, given (contributed) by his representation (it says representation but I think it means representatives) which is on sheet 47, to state whether he has been part of the operation as the document says: that since it is a society's matter, he does indeed know it.

Asked to say whether it is true "Motorauto SL" Society has paid (into an account) the amount of 19.600.000 to which the documents refers, he says: that on principle (it says on principle, and not at the beginning, but they both use the same word principio), but as a consequence of the present proceedings it is pending

Asked to say whether he has knowledge (le consta is an expression which really means that he has knowledge, it's a synonym really) that what appears to be the buying society "Elmhurst Hotel Ltd" has applied for (requested) an authorization from the General Management of External Transactions for the payment to be paid, he says: that he ignores (is unaware) of this matter

Asked to say if it's true that Motorauto SL society, and himself are a mere intermediary and not a firm buyer, he says, that this is false, as the operation (transaction) was made directly between Mr. Friedli and "Motorauto Marbella" and such operation's agreements are stated in the documents

Asked to say if it is true whether him personally and his legal representation for these proceedings have offered the claimant to give the cars back if Mr. Friedli pays 40.000.000 to cancel (terminate)the commitment made by " Elmhurst Hotel Ltd "society, plus damages (torts) and the theoretical benefit that Motorauto would no longer perceive as a consequence of the contract's termination, implying an amount over 100.000.000 million of pesetas (I think this is really just 100 million), for all these concepts, he replies: that does not know (ignores) this agreement

Asked whether it is true that he receives instructions from other people to appear as the buyer, when in reality those cars were acquired by Mr. Giudice from Mr. Friedli for a million nine hundred thousand dollars, he says: that Motorauto Marbella Society, negotiated buying the four vehicles directly from Mr. Friedli, as he has already said.

Asked if he has knowledge of the existence of a guarantee (endorsement) or a letter of guarantee emitted by the Bank of America in Italy for the amount of 1.900.000 dollars to be withdrawn by Mr. Friedli once the cars were in Marbella, he says: that he hasn't heard nor known of such an agreement as he says. (I am not sure if this he says refers to the said agreement, or he if he just insists that this is what he says)

Asked if it is true that four vehicles have a market value of one million nine hundred thousand dollars and that the proforma invoices for an amount of 350.000 dollars only had regularizing as purpose regularize the payment through customs (it says payment, pago, but paso is passing, way, so it could mean that too if there has been a typo) as an aim (purpose). That is not true in his opinion

Asked whether he thinks it is strange that Mr. Fisher acquires vehicles of such great value without paying any amount and that he is allowed to pay the price once he sells them to a third party, he says: that in each case there is an agreement and in this case the agreement was the purchase of the 4 vehicles for an amount of 350.000 dollars to be put on the sale of the above mentioned vehicles in an account that he thinks it was the bank of Andalucía, even though it appears in the proceedings with the documents given under Mr. Friedli's name.

Asked by his lawyer, for the record, what was Mr. Giudice's performance (implication) in these cars selling-buying, he says: that was just the person who introduced Mr. Gianino and Mr. Friedli and that he didn't have any other involvement nor has he had any (other future involvement)

Once read the present, I certify and sign it with you Honor and those present, I hereby witness it

Evidence No. 33

Declaration of Mr. Antonio Moreno Canovas to the Instruction Judge No. 2, Marbella, 12 December 1991

Examining magistrate's Court n^o 2 of Marbella

Antonio Moreno Cánovas's statement

ID 24685048

In the city of Marbella on December, the twelfth, 1991

Before the magistrate, assisted by my secretary (court clerk) the annotated on the margin, appears in court, who sworn (certified) in legal form in form (this is just a repetition from the form), and having the legal warnings been made, he said: that he is named as mentioned above, of (March 29, 1944) years, civil state married, profession industrial, son of Francisco and of Maria, native of Monda, administrative area (county)

of Malaga, province of idem , and neighbor of Marbella, with domicile in the street Sevilla Velasco 2-8 number17, instruction and that - has been tried.

Represented (assisted) by the lawyers D Vicente Ortiz (...)

Suitably interrogated he said: that the police deposited Ferrari vehicles in his business the company "Hermanos Moreno Cánovas, SL" situated in the N-340, Cadiz - Barcelona, km 162,200, and he signed their deposit (warehouse) to the police, but he wants to state that an insurance be made for the vehicles, for whatever it may happen, because his insurance is small and will not be able to cover them, should anything happen, and he assumes they won't take responsibility for them

Asked by the lawyer Mr. Ortiz, if that same day or the following a Franjul security guard appeared, he said: that he has been there up until 15 days ago and for the 24 hours of the day

Asked by the lawyer Sr. Jimenez, (this paragraph is not very clear with regards to structure; but basically it says:) to be informed of his obligations as the deponent (depositor) of the mentioned vehicles, in this act by your Honor, he is informed of those obligations, and he is considered informed

Asked who ordered him to take the cars to his business, they say that a gentleman came from Madrid, ¿from the Ferrari (firm) to see them and get some data and that he had to give them? and he (literally that who is saying, exposing, the sayer (or under-signed) made him sign a document as consequence of that, but this gentleman left half an hour after entering his business and examining them, and came back 15 days after the cars arrived, he clarifies that Mr. Torrabadella came earlier and told him if he had space to leave some cars in his business, to which he replied that he did, and he later collected him and took them to his business where they are currently deposited

Asked how he took the cars to his business, he says: that as he has said, Mr. T called him and told him if he could leave them there, when he called him later, he ordered (arranged for) his employees to collect them, he doesn't know where they went, but he knows that it was Marbella, and from there they took them to their business where they are, that the police came later and certified said deposit and signed the minutes (record, drafted statement) mentioned before and that is part (not the word used, but that's the meaning) of this proceedings

Asked that if he is a concessionaire of the Mercedes house (firm, brand) he says that he is a ¿Benet SA agent

And finally asked where the cars are deposited specifically, he says: that they are in their warehouse, under ceiling or cover and the building is 4 km away from San Pedro, having security with dogs, but that doesn't guarantee theft in his business. (Regardless of what is said, I think this really means that it doesn't guarantee that theft won't occur)

Once the present has been read, I certify the exactness of the above document and sign it with your honorable (Honor), of which I give faith

Evidence No. 34

Declaration of Mr. Friedli to the Instruction Judge No. 2, Marbella, 12 December 1991

Examining magistrate's court n ° 2 of Marbella

Bernhard Hans Friedli's Statement

ID card Swiss passport number. 7463613

In the city of Marbella on December the 12th, 1991

Before the magistrate and assisted by my secretary (court clerk), the person annotated on the margin, appears in court, who previous oath in duly from and having the legal warnings been made says: that he is named as mentioned above, of - years, -, profession-, son of - and of-, native of-, Administrative area (county) of---, province of-, and neighbor of-, with domicile in - his personal circumstances are already stated, instruction and - has been tried.

Represented (assisted) by the lawyers D Vicente Ortiz (...)

D^a Josefa (...) as interpreter

Suitably interrogated (questioned) he said: that he affirms and completely ratifies the statements made before this court in the present proceeding

Asked by his lawyer to explain from the beginning the operation which took place on the cars, object of these proceedings, and other information (data) that took place later on the above mentioned topic (matter) up to before the formulated complaint, he answers: that on the 18th of July, 1991 a meeting took place at Mr. Giudice's in Marbella, and among the topics discussed that they talked about the sale of the client's four vehicles, that Mr. Giudice reaches an agreement on the price, because has was interested in their acquisition, the deponent asks him for a guarantee and he presents it to him, reminding him that it was from bank of America in Italy, that coinciding that the deponent will be going to make another operation with Mr. Giudice about different objects they agree to introduce in an envelope both guarantees for the mentioned two operations, another document with regards to another operation, not relative to these related to the vehicles, in the presence of the Italian Vice-Consul in Malaga and before a gentleman who he thought was the Vice-Consul, but who, as he later found out was Mr. Felice Cutrera's secretary, whose name is Ugo Gianino and the reason to believe that he was the Vice-consul is because he was in his office (personal office). Forthwith (thereupon) he introduces (it, them, it doesn't say) inside an envelope and it is signed by the deponent and Mr. Giudice stamping it with the Vice-Consulate stamp

When the 14th of August arrives, he presents himself at the Vice-Consulate in order to receive the envelope he an Mr. Giudice had signed from the mentioned Vice-Consul, being surprised that the Vice-Consul, was not the person who acted as such before, being able to verify that there was nothing but the document pertaining a business different from the present and that the bank guarantees from the bank of America in Italy introduced before the vice-consul, on July the 19th of the present year could not

be found. Asking him for a certificate as a guarantee that the envelope was opened before him and that it only contained the mentioned document, being the mentioned document requested by the deponent drafted

Communicating this to his lawyer (attorney) in Switzerland

Asked if he has had news from Mr. Giudice after this, he says: that yes, telling him what had happened and that would ask his lawyer, who was Mr. Merino

Asked by the lawyer Mr. Jimenez Balbotoe, to manifest where it was deposited the envelope on the 19th in the consulate of Italy in Malaga he says: that ignores (doesn't know) it, but that since he was the vice-consulate it ought to be there and he didn't worry about anything else

Asked how does the authentic vice-consul know where the letter or envelope is (should be are but it says is) when he went to collect and found out that person who was there when it was signed was not the vice-consul, he answers that Mr. Merino called him to tell him if he has collected the said envelope, that the envelope was given to him by Mr. Jimenez himself and that he opened on his office, that the deponent went with his daughter and that he asked for it on a window and that they wanted to give it to him at that time, but he asked for it to be given at the vice-consul's office and by him, that the person that was going to give it to him on the window was a different person from Mr. Jimenez, I say it is Mr. JIMENEZ, which the deponent ignored (didn't know) because he was at the window, the deponent asked for the vice-consul Mr. Jimenez to hand it, being answered by the person on the window that that was Mr. Jimenez and the vice-consul, so he could give it to him but in his office

That he does not know where Mr. Jimenez got the envelope from when he gave it to him

Asked: that has never been at the „Motorauto SL "premises

Asked to says if he has ever had telephone conversations with Mr. Ugo Gianino from the Motorauto SL Society he answers: no, and nobody has introduced himself neither on the telephone nor personally, saying that he is Mr. Gianino

Once the present, has been read, I certify the exactness of the above document and sign it with your honorable (Honor), and the people present, of which I give faith

Evidence No. 35

Statement and Request of the District Attorney to the Instruction Judge No. 2 of Marbella, 19 December 1991

To the Examining magistrate's court number two of Marbella

Don Guillermo Leal Aragoncillo, district attorney, in name and representation of Mr. Hans Bernard Friedli's (..), as he has credited in the preliminary proceedings number 14 0? 1/91-0, he appears in court and says:

That on the date 10/18? of the currents (I assume it means of the current month, as long as the plural is a typo), the decision (ruling) of December the 12th, has been notified to this party by which it was appointed for today 19th, a confrontation between the represented one and the defendant Kelvin John Fisher

This party, could obviously not get in touch with (contact) his client (represented), since he does not have his domicile in Marbella but in Switzerland, this is the reason why a new appointment of date and hour is requested

At the same time, it is requested that the vice-consul of Italy in Malaga, Mr. Jimenez, gives a statement about the facts to which my client's s statement refers on the 12th of the current December, issuing to this effect a rogatory letter to the Dean First Instance Court of Malaga , for him to appear in court on the date and hour appointed to this effect

By its virtue (in virtue of which, because of which)

I hereby plead the Court: that considering this pleading presented (filed) and it will be enclosed to the proceedings (it really says diligencias which means proceedings and "de su razón" from his reason-motive, which I have tried to look up, but I have no idea what it is, I don't know if its an archaic expression or an actual procedure, but I doubt it) and proceed in conformity what the request

Marbella, 19th of December, 1991

Evidence No. 37

Fax message of the Insurance Company "Lloyd Adriatico España" to Attorney Vicente Ortiz Alvarez (also representing Mr. Friedli), dated on 4. March 1992

Dear Sir

Before anything I beg you to forgive the delay in answering the referred matter

My Central (Office) tells me I could accept the risk to cover fire and theft in rest for the four vehicles valued in 200.000.000 pesetas, for a total yearly amount of 822.450 pesetas, but under the condition of an alarm connected with the Police or an insurance company being installed at the place where they are.

With no further notice, and awaiting your news

Sincerely

Evidence No. 38

Summon of the Instruction Judge No. 2 of Marbella, regarding the court hearing on 17. March 1992 (dated on 5. March 1992)

Examining Magistrate's court number 2 of Marbella

Preliminary Proceedings number 1451/91-0

Claimant: D Hans B Friedli

Denounced: D Kelvin Fisher

Lawyer Mr. Vicente Ortiz Álvarez

Magistrate: Judge Mr. Trujillo

Marbella, on March 5, 1992

Given (account) (or is a given): The previous writings will be considered presented (filed), with their copies, behind (or after, I don't know if r/ is an act or a document) the denounced/ (I have no clue what r/ might mean) and one from the claimant (or one of the claimant's ones), giving each of the parties the copies given (joined) by the other (contrary), the allegations will be considered done. And, before the corresponding resolution, it is fitting to proceed to a confrontation between the denounced and the claimant, which had been previously agreed on, and which could not take place because of their lack of appearance, to this end the following 17th of the current month at 11.00 am is appointed, each party must take care for Mr. Friedli and Mr. Fisher's presence. This provision (it's really a legal term and not a provision, but this is the meaning less) is to be notified to the parties for their knowledge. And it shall be agreed

I hereby order and sign your Honor, to which I give faith

Providence: it is abided, this I witness

Evidence No. 38a

Fax message from Attorney Vicente Ortiz Alvarez to Attorney Marc Stucki, dated 12 March 1992

Dear colleague

I acknowledge the reception of your communication the 5th of the current March, via fax, with which you sent me 5 letters sent between that office and the Italian Vice-consul in Málaga

I know the letters content and I appreciate that the Vice-Consul won't give a lot of clarity to the facts. However I don't think it can damage us, just state (make clear) the plot devised by the denounced to avoid the payment of the vehicles price

On the other hand, we have no consistent proof that may incriminate the denounced, since they maintain that the vehicles price is the one stated in the proforma invoices (bills) and they agree to pay that price, and giving a contract appearance to be discussed in a procedure of a civil nature

I enclose you a copy of the ruling, in which the magistrate calls our client and Mr. Fisher to practice a confrontation proceeding. Please tell me if the client can come that day, so I can communicate it to the court

I already tell you that this proceeding is of little importance and won't clarify anything, since it is mainly a matter of the judge taking note of the disagreements between the taken statements and that any of them ratifies a conflicted point. As it is logical, each party will ratify their statements

Awaiting your news

Sincerely

Vicente Ortiz Alvarez

Evidence No. 39

Fax message of Attorney Vicente Ortiz Alvarez (representing Mr. Friedli) to Attorney Marc Stucki, informing about the new court hearings (dated 5 March 1992)

Dear colleague

As a continuation to fax on the 2nd of the current March, and in regards to the matter of reference, I am happy to inform you that:

The procedure is going on again.

Taking Giudice's statement, practice the confrontation proceeding between our client and the denounced Kelvin John Fisher, are pending, these statements will take place at the end of this month, although I do not know the exact day yet

I send you a copy of this fax and the Lloyd Adriatico Company's letter that I send the client on this date. The cars insurance was the current depositary's demand/requirement, since his company has a very small insurance

Mr. Friedli, was talking with the Lloyd, last Christmas, to be given a budget, which is the one I send

Sincerely

Evidence No. 40a

Fax message from Attorney Vicente Ortiz Alvarez to Attorney Marc Stucki, dated 12 April 1992, referring to the letter of Marc Stucki from 20. March 1992 (and answering his questions)

Fax

To Marc Stucki's attention

Dear colleague

In reply to your 20th of April fax, and in relation to the matter of reference and what you ask me, I am happy to inform you of the following:

1. At this time the public prosecutor has the dossier/file in his power, and he is studying whether to ask or not for the criminal process to continue, and, in that case, against whom.
2. If he asks for the closing of the process and the judge agrees with this petition, we will have to appeal this ruling for the Supreme Court to examine it. The norm is that the closing is maintained
3. If this event takes place, the aim of our appeal is to gain time to prepare the civil process where we would ask for the precautionary measures of the vehicles deposit to be maintained, while it is civilly decided whether a buying-selling contract exists and who is the owner
4. The civil process, obviously, has some risks, but in my opinion we can win it and get the vehicles back (retrieve the vehicles) since there has really been a verbal contract of buying and selling for a price that has not been paid. The disagreement (difference) with the 350.000 dollars for which they affirm they bought the cars is very high in regards to the cars real value

The deposit will have to carry on until the civil process is over, since in these kind of process it's the validity and efficacy of a buying and selling contract that is discussed, and ultimately, the cars ownership and therefore they have to be deposited in a third party until the judge decides on the matter. The bank guarantees do not proceed in this case

Hoping to have answered all that was asked, sincerely

Vicente Ortiz Alvarez

Evidence No. 47a

Letter from Mr. Friedli to Attorney Torrabadella, 29 October 1992

Dear Sir

I beg you to ask from the examining magistrate's court number 2, the necessary authorization to transfer the 4 Ferraris of my property (I own), deposited in the HERMANOS MORENO CANOVAS garage (agencia Ford) to the BEL-AIR MOTOR CARS garage, situated in the Bel-Air estate (development), Cadiz road, kilometer 100 of Estepona.

To that end, you can use the services of any lawyer or attorney (district attorney) of your choice

With nothing else to add for the time being, sincerely

Hans B. Friedli

Evidence No. 53

Statement and request of the Prosecuting Attorney to the Investigation Judge No. 2 of Marbella, 28 January 1993

To the Examining magistrate's court number two of Marbella

Guillermo Leal Aragoncillo, prosecuting attorney in name and representation of don Hans B Friedli's (..) s as duly verified in the abridged criminal proceedings (Procedimiento Abreviado in general is in Spanish Law a sort of simplified proceedings for less major offences characterized by its abridged procedure, I am not sure if in criminal law it is also used for minor offences or also for those that require a quick and simplifies procedure) number 154/92-C, against Don Kelvin John Fisher, I appear before the court, and in the best way to proceed by law(this is probably just an archaic and formal expression) I SAY

That having been the original proceedings notified (literally transferred) to proceed to qualify (legal description) or file the charging instrument, if considered appropriate, by the present document, this party wont file charges with regards to the General attorney's Office's criterion, and not having been able to bring the people directly involved in the criminal facts originally reported as they are away from Spain

We do however ask, just as the General Attorney's Office can, for an express reserve to be made for this party's pertinent civil lawsuit, and for the vehicles deposit to be maintained, with all legal guarantees, for a period of THREE MONTHS, from the moment the judicial resolution that might happen is final, within which this party will file the pertinent civil lawsuit to retrieve said vehicles and ask for the damages and torts caused

Therefore

I HEREBY PLEAD THE COURT, that considering this document filed, together with its copies, it is considered to be answered (evacuar el traslado conferido which literally means to evacuate the given transfer means to answer the given notification according to legal forums. A traslado or transfer is a proceeding in which one of the party receives the other party's pleas to make the allegations that it sees fit or prepare the appropriate proceeding) and agree, in agreement with previous demands (in the sense of what has been previously asked, not in the sense of complaints), because doing so in justice, I ask in Marbella 28th of January 1993 (again this appears to be another archaic expression that makes no sense in Spanish, it probably means because this is what happens if justice is made)

EVEN MOREOVER (This is a second petition, the otrosi expression has already been discussed earlier) In the event that the maintenance of the precautionary measures is not agreed, the right of appeal is considered announced within the valid period, against the resolution eventually pronounced, therefore

I PLEAD THE COURT that considering the current pleading as filed, it is admitted to the needed effects, because doing so is justice, I reaffirm in the place and date stated

Evidence No. 54

Court order, Investigative Judge No. 2 of Marbella, Spain, 20 March 1993

Examining magistrate's court number 2 of Marbella

Against Kelvin John Fisher

Claimant Friedli

HEARING

In the city of Marbella, on March the 20th, 1993

Given: the present proceedings returned (devueltas means returned, it's an effect appeals have, so that they are entrusted to the organ above the one which solved it in the first instance) by the private prosecution, with their previous document, enclosed to them. It is considered to be evacuated (this means to go through a proceeding, file a report or make a transfer), by said representation, the conferred proceeding, with the pleas contained in said document and

FACTS

ONE AND ONLY That the present abridged procedure was sent to the Attorney General's Office by virtue of the article 790 and following of the Criminal Procedure Law,

giving it back with the following report: THE DISTRICT ATTORNEY has interest on the provisional DISMISSAL of article 641.1 of the Criminal Procedure Law, WITH EXPRESS RESERVE OF CIVIL LAWSUIT. With order to LEAVE WITHOUT EFFECT the cautionary measures adopted (deposit and seizure (literally intervention) of the vehicles) reinstating immediately whomever had their possession when it took place, where they will remain seized and deposited (warehoused) at the court's disposal for a period of THREE MONTHS, period in which the pertinent civil lawsuit should be filed (Article 635, 4th paragraph of the Criminal Procedure Law) (This law can also be named Law of Criminal Prosecution)

For the private prosecution's representation, during the answer to said proceeding, was totally in agreement with the petition to the General Attorney's Office.

GROUNDS OF LAW

ONLY Since it cannot be inferred from the proceedings, enough elements (signs, evidence, indication) to duly justify the commitment of the denounced crime and which has lead to the current (proceedings) district attorney's pleas, (there are way too many comas in the original, it says which have lead to the current proceedings, although proceedings is not said, and after a coma it starts talking about the district attorney's petitions, I think the coma is a typo and it simply states that it has lead to the current district attorney's pleas) to whom it has expressed his total agreement the private prosecutor's representation, in the proceeding in which it was conferred. (I really think this is a full stop, not a coma) It is the case to rule the provisional dismissal requested measures, and which will be expressed in the dispositive part of this resolution

DISPOSITIVE PART

Your Honor SAID that he had rule, had he ruled, the provisional DISMISSAL (nonsuit) in article 641-1 of the law of Criminal Prosecution, in the present lawsuit. Leaving the precautionary measures previously adopted with no effect, and reinstating immediately the possession of the vehicles to which this proceeding refers to the denounced, where they will be intervened (seized) and deposited in such person with the legal formalities, at the disposal of the court during a THREE MONTHS period, period in which the pertinent civil lawsuit should be filed by the private accuser's representation (Article 635, 4th paragraph of the Criminal Procedure Law)

An express reserve for the civil lawsuit to be made to the parties and the period stated to the private prosecution's representation

The official letter to be issued will be given to Mr. Fisher's representation to take it to its destination (aim), and carry what has been ordered to effect, being the cars transport to the authorized place at his expense: the police station must issue the pertinent certificate (official document) to this end

This shall be notified to the general Attorney's Office and the interested parties

I hereby order and signed your Honor Mr. Jose Gonzalo Trujillo, magistrate of the Examining magistrate's court n ° 2 of Marbella and its county, this I witness

Evidence No. 55

Court order, Investigative Judge No. 2 of Marbella, Spain, 20 March 1993

Examining magistrate's court number two of Marbella

In the PA (I don't know what this stands for) number 154/92-C, that I instruct (*instruir un sumario*: prepare the groundwork of criminal prosecution; collect evidence and specify charges, The *instrucción* is peculiar to the systems deriving from Roman Law, and has no equivalent in Engl. or American legal practice, where the judge's role is rather that of umpire than of pursuer, investigator, accuser or inquisitor. The judge of first instance or, in more serious matters the judge of the senior court with jurisdiction has absolute power and discretion to interview, examine, detain and indict persons whom there are reasonable grounds for proceeding against, as well as to examine witnesses and make other relevant orders. The evidence thus collected, the writs issued and the record of all the proceedings are collectively known as the *sumario* -approx "process" which is sent on to the trial court if and when the case comes up. All such procedure, except the formal matters of bringing charges -which is the English "committal proceedings"- is handled in the Anglo-American tradition by the prosecution services of the DPP). I write the present so that the vehicles

FERRARI 230GT spider, series I, model 1957 with chassis number 0799GT

FERRARI 250GT spider, series II, year 1960 with chassis number 1893

FERRARI 250GT coupe, series II, model 1961 with chassis number 2925, and

FERRARI 365Gt coupe, year 1970 and with chassis number 13811, that are currently deposited nowadays, on this court's order, at the establishment called " Hermanos Moreno Cánovas C.B?", situated at the N 40 road in San Pedro of Alcántara, to be MOVED, to the major possible briefness, to another place of similar characteristics, which will be stated to the carrier of the present (document), where they will remain intervened (the word is intervened and not seized, but I think that is the meaning) and deposited, in the denounced Mr. Kelvin John Fisher's person, at the COURT's disposal for a period of THREE MONTHS, as agreed

The legal warnings will be made to the above mentioned depository, and all the expenses originated will be at his expense or his representation's

The pertinent STATEMENT will be drafted (the pertinent minutes will be taken), which duly signed will be sent to this court

Marbella on March the 20th, 1993

The magistrate

Chief Commissariat of Marbella Police

Evidence No. 58

Fax message of Attorney R. Cortabarría to Attorney Marc Stucki, explaining the judge order and the legal situation, 25. March 1993

Saenz Cortabarría lawyers (...)

Facsimile transmission

Total number of pages 9

Including this cover page

If you don't receive this fax, please call my office

Transmitting to Dr Peter Bratschi

Attention of

From Rafael Saenz Cortabarría

Matter Friedli

Message

My dear friend

I have received yesterday's fax and the one you sent today. I couldn't reply before because yesterday night I had to go to San Sebastian, and I just came back, and after the mentioned faxes on top of the phone conversations that I had yesterday afternoon with Mr. Friedli, I think it is necessary to clarify the facts to the extent and dimension that I know them, and at the same time state very clearly our takes on the matter

The facts related to the vehicles, in chronological order and succinctly stated are as follows:

Previously: I confirm and ratify myself fully on the content of the fax sent the 1st February 1993

Once that is stated, and so that it is clear that there is no contradiction between what I once said and what I still express today, I clarify:

1-In the month of November I am asked to take part on the vehicles matter

This proceeding was being handled by Mr. Ortiz and I asked him for the *venia* (this term is usually used to speak to the Honor and means "may it please the court" really it's just permission) to intervene. Mr. Ortiz gave me permission (*venia*) letting me know that he hadn't perceived his minute (bill, payment), sent it to me and I sent it to you in the opportune fax

2-The moment I take charge, the proceedings were not in Marbella because the district attorney had taken them to Málaga to study the summary (indictment)

3-In December, we find out **extraofficially (unofficially)** that the district attorney was asking for the motion to be dismissed, because he understood that the facts entailed no crime. However, since its content hadn't been officially notified to our prosecuting attorney, we didn't know exactly what the district attorney states, although we didn't know that he asked the judge (magistrate) for the car deposit to be maintained. We were also extraofficially told that the judge was going to give four months of time keeping the deposit to give us time for the appropriate civil procedure to claim ownership of the vehicles

4-However, all these unofficial news could neither be confirmed nor denied, since the judge could not reach a decision until the following took place:

- The court had to serve notice to us, notifying of all the proceedings (everything that took place) and ask us if we agreed or not with the district attorney's petition for the motion to be dismissed

- We were given notice by the 28th of January 1993, this is, immediately, we filed the opportune proceeding (writing) in which we agreed to the general attorney's office's petition, the express reserve of the appropriate legal lawsuits (keeping the right to legal lawsuit), and for the deposit (warehousing) of the vehicles to be maintained

5- In this situation, the magistrate will have to decide with a court order on the dismissal and the closing of the case and on the deposit of the vehicles

I will get back to this later,

6- As I am writing this fax, I have not yet received a call from Mr. Leal Aragoncillo to let me know if the judicial resolution, in the mentioned sense, has been notified,

In the light of the news I received from Mr. Friedli, I called Mr. Leal Aragoncillo, and let him know what was stated by the Police Inspection of Estepona, and repeated that the magistrate had had to have come to a resolution on the matter and to please go to the court to be notified, so he could let me know the resolution's terms

I therefore want to state very clearly that I have **not been notified** on what terms the resolution took place

7- I repeat that the judicial resolution has not yet happened and it is the one that will end the criminal procedure as an answer to our pleading dated on the 28th of last January (the copy of said pleading has to be part of the proceeding, but I am sending its copy so we can have a full knowledge to express our views on this matter)

8-In conformity with what is stated in article 111 and concordant of the Criminal Procedure Law it is inferred that "while the criminal lawsuit is pending, the civil lawsuit will not be exercised" (filed)

This means that, when a criminal procedure is already started, no criminal proceedings can be started, based on the facts to which the criminal procedure refers (the underlining and bold letters in this document are not mine)

This is the situation in which we are or I am are right now BECAUSE NOBODY HAS NOTIFIED US THAT THE CRIMINAL PROCEDURE HAS ENDED, so we cannot file a civil complaint with regards to the vehicles

9- Now, at this point, we should remember part of what I have states. I have said, I have been saying, and this I have transmitted, that it seemed that the magistrate was going to decide to KEEP THE VEHICLES DEPOSIT IN THE SITUATION IN WHICH THEY WERE DURING THE CRIMINAL PROCEDURE

Obviously, the magistrate, may take a stance not completely in accordance with the law, he may somehow avoid damage. I have always thought from the impressions that have been transmitted to me, that the judge's position (stance), after meeting Mr. Friedli by his statement before the court, may have been favorable to the one I state. This is, that it may be favorable to a fair action, even if it was not completely in accordance to the rules prescribes in the law

To this effect I am referring to the document added

But the truth is that the magistrate ordered the vehicles deposit as a consequence of a complaint, and their seizure by Mr. Fishers hand (I am not sure if this reference to Mr. Friedli means seized in his hands or seized because of his action, it is not very clear, the second option makes more sense)

Article 635 of the Criminal Procedure Law (Code) states "the presumption of ownership for the person in possession of the thing at the time it was seized by the magistrate", and therefore, if we apply the article literally, the magistrate will have to give the vehicle back to the person in whose power they were when the criminal proceedings were started, when he decides on the dismissal

However, the stated article also stated that the evidentiary exhibits (the vehicles) WILL BE KEPT WITHHELD "IF A THIRD PARTY ASKS FOR IT" We are this third party to the law, and we have asked for them to be withheld

The stated article also stated that the judge or court if he "AGREES TO WITHHOLD" will give time to prepare the civil lawsuit, this is, to prepare the complaint

As you can see it is optional for the judge to agree the withholding, and it is therefore optional for the judge to give a time period

Our client must realize that having had the judge agreeing to the withholding and giving a time period happened because even though the facts do not entail crime, he nonetheless appreciates enough reasons to be able to think that the vehicles (which appear to be owned by Mr. Fisher because of the presumption previously mentioned) are owned by Mr. Friedli or at least Mr. Friedli has founded rights over them.

From everything that has been mentioned it is inferred that according to law, if the magistrate wants to act in accordance to it, once the criminal procedure is over, has to give the vehicles to the person that had them at the time the procedure began

Therefore, it might hurt us, it might make us uncomfortable, it might disturb us, but if we are really conscious, the magistrate has done, if things are the way Mr. Moreno informed me yesterday by phone, the only thing he could legally do

As a consequence, the current situation in the worst case scenario can be summarized as follows:

1 The RETURN OF THE VEHICLES is ordered

2 The WITHHOLDING OF THE VEHICLES IS ORDERED, so the magistrate and the police will adopt the appropriate measures for it to be EFFECTIVE

The fact that the withholding has been ordered means that NOBODY CAN DISPOSE OF THE VEHICLES, BUT HAVE THEM IN DEPOSIT by its disposition (deposit as a contract is also called bailment contract)

3. That we are given a PERIOD (we would ask for THREE MONTHS) TO PROMOTE THE CIVIL LAWSUIT

And this is the situation; I think we should deal with it with most serenity, even if it is not agreeable to us. I obviously think that what the judge seemed to think of doing would have been better, however, as I say, I assume he must have thought twice about it, knowing that it was not in accordance to the law, and who he is standing in front of, he has opted for the literal binding of the law

I repeat that I am doing an imagination exercise, accepting all that Mr. Moreno told me yesterday as known and accepting it all as true

I consider the received faxes regarding explaining the vehicles situation as answered, WITH REGARDS TO THE FIRST PARAGRAPH OF THIS DOCUMENT, I CLARIFY

It is now my turn to express my stance, which is the following

A- I thought I had proven to the extent that can be humanly requested, how I have lead Mr. Friedli's interest's defense

B- The faxes and the phone conversation I had yesterday afternoon with Mr. Friedli give me the impression that I have lost your trust

C- I will therefore be grateful if you appoint another lawyer for the defense of all of Mr. Friedli's interests, this is, the criminal proceedings and out of court relations (settlements)

D- I will also be grateful if you appoint a SOLE ADMINISTRATOR as soon as possible for the Bellantoni Puerto SL Society, for the purpose of handing all of the documentation

E- I will naturally continue during this inter-regnum with the defense of all of the interest entrusted to me

F- I also want to state that all the DELAYS that have taken place during the criminal proceedings, although I am personally and professionally alien to them certainly not responsible, I assume as my matter what has happened to our prosecuting attorney

I want to reflect on something: I am certain that if Mr. Ramirez and company knew this letter's content, tonight they would be toasting with champagne

Finally a favor: I will be grateful not to be compared with anybody, because I respect all opinions, but I am reticent to comparisons, even if it's to colleagues of great prestige who are above me on everything

Sincerely

PS While correcting this letter, I receive the prosecuting attorney's fax. It's from 19.05 as you can see it; it completely ratifies my letter's assumptions. I enclose it for your knowledge. It has been NOTIFIED TODAY 23.03.93 Good to go (vale can mean ok or it is good to go, in both cases it is either slang or a common practice I don't know of) (comment: For some odd reason I find it very amusing that such a clear document is written by the Bilbao lawyer)

Evidence No. 60a

Application of Attorney Jose Luis Sanz Arribas to the Court of First Instance of Marbella, on 28 April 1993 (one page probably missing)

To the Court of First Instance ([Crown's Court, magistrate's Court](#))

Don Guillermo Leal Aragoncillo, district attorney, in Mr. Hans Bernard Friedli Von Muhlenen's name, whose representation I prove with a copy of the proxy given to my favor, which I enclose in duly form, I appear before the court and as it's best to proceed in the Law, I SAY

That in the mentioned representation and by the present document, on behalf of what is stated in the article 497-2º and article 499-2nd paragraph, of the from the Civil Procedure Law, I promote judicial preliminary proceedings, for the exhibition and deposit of personal property ([movable good](#)), basing said petition on the following:

FACTS

FIRST By reason of the buying and selling contract agreed, at least apparently between, my represented Mr. Friedli and the Italian citizen Giuseppe Giudice, a Marbella resident, the first mentioned sent four collection cars of the Ferrari brand to this city, whose identification data are as follows

- Ferrari 250GT espider serial II, year 1960, chasis 1893
- Ferrari 25º GTE coupe 2-2, model 1961, chasis 2925
- Ferrari 365 GT coupe 2-2, 10970, chasis 13811
- Ferrari 230 GT espider, serial I, model 1957, chasis 0799

These vehicles, as the collection cars they are, have no registration number

SECOND The price agreed between both parties in the contract was 1.900.000 US dollars, to this aim Mr. Giudice exhibited and presented the buyer with a bank guaran-

tee, which he did not give, agreeing that the payment would be made with a cash payment in one transaction and the payment of a sum or a transfer to Mr. Friedli's bank in Switzerland, once the vehicles were in Marbella, to that end it was established as the cars destination the firm "Motorauto Marbella SL" establishment in this city, situated at the Ricardo Soriano Avenue, building Estela II, to this aim, and as it is usual (customary) in these cases and for the import operation effect, the cars traveled with a pro-forma invoice for the inferior (lower) amount of 350.000 US dollars

THIRD Once the cars were in Marbella, Mr. Giudice disappears and there is no way to find him (know where he is), speak with him, and much less receive the buying-selling price. Establishing contact then with who, apparently, manages said establishment "Motorauto Marbella SL" and is the legal representative of the society (trading company), Mr. Kelvin John Fisher, who, surprisingly, states (manifests, expresses) that the cars have been sold to him or his society, and for the 350.000 US dollars. In view of such incredible take and attitude, Mr. Friedli's lawyer and proxy (representative, agent), Mr. Jaime Torrabadella Paré, files a complaint (lawsuit) at the police station on the 28th of August 1991, which starts the preliminary proceedings 1451/91-C of the Examining Magistrate's Court number 2 of Marbella, a full photocopy of which accompany (are enclosed) this document as a precedent (background record) and for a better knowledge of the Court who must now solve this claim.

FOURTH Without considering, now, (although we will logically do so in the later declarative lawsuit (clarifying statement, certification, petition for declarative judgment)) in the Examination and Assessment (evaluation) of these criminal proceedings content and the facts in general, it is interested to state, because of its importance to the claim we now deduce, that, after the lawsuit (claim), the Examining magistrate's court number 2 agreed to the deposit in an establishment adequate to the effect, of the mentioned vehicles, which took place, not without many difficulties and troubles, and after a certainly difficult, complex, and even confusing criminal investigation, the Court ruled on the 20th of March 1993, the provisional dismissal of the proceedings, and in the dispositive part it is literally stated the following:

"Your Honor SAID that he had rule, had he ruled, the provisional DISMISSAL (nonsuit) in article 641-1 of the law of Criminal Prosecution, in the present lawsuit. Leaving the precautionary measures previously adopted with no effect, and reinstating immediately the possession of the vehicles to which this proceeding refers to the denounced, where they will be intervened (seized) and deposited in such person with the legal formalities, at the disposal of the court during a THREE MONTHS period, period in which the pertinent civil lawsuit should be filed by the private accuser's representation (Article 635, 4th paragraph of the Criminal Procedure Law)

An express reserve for the civil lawsuit to be made to the parties and the period stated to the private prosecution's representation

The official letter to be issued will be given to Mr. Fisher's representation to take it to its destination (aim), and carry what has been ordered to effect, being the cars transport to the authorized place at his expense: the police station must issue the pertinent certificate (official document) to this end"

As a consequence of said judicial agreement, and in agreement with article 635 of The Criminal Procedure Law, the four vehicles were given back, in regards to their custody or provisional deposit, to the person that was in their possession at the time the Examining Magistrate's Court seized them, this is, Mr. Fischer, by a minutes ([certificate, statement](#)) dated on the 24th on march 1995, but at the court's disposal for a period of three months, so that this party could file the pertinent civil lawsuits that are expressly recognized ([acknowledged](#)) and reserved

-----**Missing page**-----

with all respect, in a wrong and rushed manner, against what is stated by the law, and by the 20th of march 1993 Court Order, the vehicles were given back to Mr. Fisher, with the very grave risk this entails that they disappear definitely, and this is what makes us have recourse to the right that in the civil field gives us the paragraph 2 of article 499 of the Criminal Procedure Law, so that the deposit of said movable goods ([personal property, as opposed to real state property](#)) is ruled, as the requirements to rule a precautionary seizure establishes article 1.4000 of the same law to which article 499 refers to, concur in this case in an obvious and evident manner, as:

a-)From the documents that accompany this document and that are the criminal proceedings 1.451/91 of the Court number 2 themselves, it comes away blatantly that the original owner and titleholder of the cars in question, was my represented Mr. Friedli, who believed in good faith he was selling them, and for that reason they left his possession, but he didn't receive for said buying-selling, and this is as notorious as it is relevant and grave, a single cent, which means that the substantial concurrence ([existence](#)) of the first circumstance required by article 1400 takes place ([exists](#)), as pertinent and "mutatis mutandi" in who is going to request civilly the termination or the declaration of inexistence ([non-existence](#)) of that supposed contract and the retrieving of the movable goods ([personal property](#)) that are its object

b-) The second legal requirement for the deposit is, if possible, more conclusive. Mr. Fisher is a foreigner no citizen of Spain, but who is also not the real "buyer", since, him, Mr. Giudice, also a foreigner, has disappeared from Marbella, just as, after recent and well known events that took place in this place, other known members of the "organization" to which, as we have known later (and it is stated ([certified](#)) by press clips we enclose) he belongs, dedicated among other "activities" to the illicit traffic of vehicles, in which it seems evident that Motorauto Marbella SL and their managers, could be a part of

Quite so, if we trust ([consider](#)) the attestation from the Companies House which is equally enclosed to this document, said society is constituted the 20th of November 1990 by Mr. Ugo GIANINO GIOVANNI, and by the Portuguese citizens MR. MANUEL LOURENCO NEVES ALVES and MR. BERNARDO MANUEL RATTON, these last ones represented by their proxies ([representatives](#)) Mr. Juan Carlos Ramirez Balboteo and Mr. Diego Jimenez Balboteo, being society administrators with a joint ([concurrent](#)) character Mr. KELVIN JOHN FISHER and Mr. Ugo Gianino himself

Well, according to those newspaper clips that we enclose, and as it is publicly and notoriously known in this city, Mr. Gianino in unconditional jail by order of the Examining Magistrate's Court number 4 of this city, in a cause followed equally against Mr. Juan Ramirez, being the first one already detained by order of a Court in Seville and for an alleged crime of stolen cars sale, having known, through this information, that their domicile (address) and the mercantile establishment for car sale, have been the object of a search by a judicial order (search warrant)

In this situation, and with these precedents (background), we have serious doubts and fears on whether the vehicles given to Mr. Fisher can be found or not in the Motor auto Marbella SL establishment, and that's the reason for which we request with urgency the exhibition of said movable goods (personal property), that is, of the vehicles that have, undoubtedly, been obtained, and it would be more correct to say stolen by evil means from my principal (mandatory), and that so that the declarative lawsuit (clarifying statement, certification, petition for declarative judgment) for their recovering can be effective

Because of the same reasons we request the deposit of the vehicles, because of the risk to disappear if they continue in the power of what appears to be a true organized gang, and there is evidence to think that Motor Marbella SL and Mr. Fishers are links of this chain

To the mentioned facts are of application the following:

GROUNDINGS OF LAW

I

Article 497-2 of the Civil Procedure Law that, among the called "preliminary proceedings" establishes that "every trial could be prepared asking for the exhibition of the personal property (movable good) that, in the case, has to be the object of the action in rem or the mixed lawsuit which he tries to initiate against who has the thing in his power"

II

Article 499 of the Criminal Procedure Law establishes that in the case of number 2 of article 497, after the exhibition and outline of the personal property (movable good), and according to the second paragraph, "it can also be ruled, at the claimant's (plaintiff) request, the deposit of said personal property (movable good), if the requirements demanded by article 1400 to rule the precautionary seizing, concur" and, as we have seen previously do concur plentifully in the present case, in which that deposit seems to be completely necessary and indispensable

III

That same article 499, paragraph 3, establishes that that deposit will be at the risk and expense of the asker, as this party assumes, and it commits itself to pay the cost that it causes and that the cars are adequately custodied (watched, monitored), guarded (kept) and taken care of, except if the court has a different criteria, at the following place:

Bel Air Motors SA (Bel Air development) Malaga - Cadiz road, km. 168

Therefore

I HEREBY PLEAD THE COURT to consider filed and admits this document, along with the proxy and documents that accompany it, and by their virtue considers filed in duly time and form, in my mandator's (principal) name, in whose representation I will be considered a party, judicial preliminary and preparatory proceedings, that are initially addressed against Mr. Kelvin Fisher and also the entity "Motorauto Marbella SL", in its legal representation, both with domicile in Ricardo Soriano Avenue, building Estela II, ground floor, to which place, and previous appointment of day and date, the court clerk will be moved, accompanied by this party with the aim to proceed, firstly, with the exhibition and outline of the four Ferrari vehicles outlined in the first fact of this document, who must be found in that establishment, and if they are not, that proceeding must take place in the place where they are, and that Mr. Fisher must express, ruling equally the deposit of the four vehicles, at this party's risk and expense, and so that the effective judicial hold agreed by the Examining Magistrate's Court number 2 of Marbella AUTO dated on the 20th of March 1993 in an adequate establishment to the effect previously expressed, or in another that the court may consider to be more convenient, is abided. And all of this as a result of the claim that this party intends to file and will be filed during the 30 day legal period, as the expressed article 499 of the Criminal Procedure Law demands and establishes, because it is according to Justice that I ask

Evidence No. 61

Judge order from 17 Mai 1993, Marbella Court, ordering the restitution of the four Ferrari cars to Mr. Friedli and ordering a bank guarantee of 12 Millions pesetas (= USD 97'920)

RULING

Marbella, 17th of May 1993

Given account (statement): as turned in rotation the previous document along with the documents that accompany it (the previous document along with the documents that accompany it will be considered turned/rotated in the rotation), the attorney prosecutor Mr. Leal Aragoncillo, in Mr. Hans Bernard Friedli Von Muhlenen's name and representation is considered to appear in court and be a party as it can be inferred from the true copy of the proxy deed, duly sufficient and accepted that is enclosed, which once it was stated in the ruling was given back, rulings for the preliminary proceedings of the court to be formed, and as it was pleaded the cause in which its founded is admitted as just/fair, and we agree (literally access) to the pretension (pleading), because it is contained in article 497 of the Criminal Procedure Law number 2 in relation to article 499,

second paragraph of the same code, and to that aim the exhibition of the Ferrari vehicles 250 GT, II serial, year 1960, chassis number 1893, Ferrari 250 GT, coupe, 2-2-mode 1961, chassis number 2925, Ferrari 365 GT coupe 2-2, from 1970, chassis number 13811 and Ferrari 230 GT Spider I serial m model 1957, chassis number 0799 GT, is ruled, which are in the power of the Motorauto Marbella SL entity, with address in Marbella, Ricardo Soriano Avenue, Building Estella II, and in regards to the deposit which is pleaded (asked for) at the same time, after the petitioner gives bail (deposit?) in the amount of 12 million pesetas in any form admitted by the law, to be held responsible for the torts and costs (really its costas and not costes, so its referring to the cost of the process) that may arise, it will be agreed (which is a very untidied sentence in Spanish and rearranged would say the in regards to the deposit it is agreed as long as the petitioner pays a 12 million pesetas bail for any eventual damages and costs)

This is hereby ordered and signed by your honor, which I, the court clerk, witness

Proceeding- - Next, having Mr. Leal Aragoncillo before me, for him to notify the ruling in legal form and to be in knowledge and notified he signs with me and this I witness (this is what it really says, but I would say: next, Mr. Leal Aragoncillo, who is before me, is to notify the ruling in legal form, and he is considered to be in knowledge and notified, he signs with me and this I witness)

Evidence 67a

Criminal complaint, Police Commissariat of Marbella, 21 July 1993

PROCEEDING

The present (document) is taken at the Police Station of Marbella, at hour thirteen, of the 21st of July, 1992, by the Chief Inspector, holder of the professional card number 14.349 to

STATE:

That the present (proceedings) are supplementing (enlarging) of proceedings number 3.585 of the 17th of the current (month), instruidas (* the instrucción matter has already been discussed) by this Police Station and referred to the Examining Magistrate's Court number SIX of Marbella on (guard) duty (Police court) , in which the lawyer Mr. Jaime Torradellas Paré, in representation of the Swiss citizen Mr. Hans Bernard FRIELI MUHLENEN, denounced the disappearance of four Ferrari cars, property of his client, and that they were deposited by order of the Examining Magistrate's Court number TWO, at it's disposal, in the firm (enterprise, company) MOTORAUTO MAR-BELLA, situated in Ricardo Soriano, number 59

That by (as a result of) steps (formalities, work) practiced by the premises employees, we have come to the knowledge that the aforementioned vehicles were transported the past 6th of the current (month) from Marbella to Lisbon by a tow truck owned by the

enterprise PIERRE MOTORS of Motril (Granada), so Mr. Instructor (* I assume this is the Juez Instructor, this is the Magistrate, however as it says above that these proceedings are being instruidas, I am not sure if it means the judge, so I am choosing not to translate it) orders that the person responsible for that enterprise to be heard in a Minutes of Evidence (record of statement) that are joined to the presents (present documents)

(Signature)

PROCEEDING

To state that in a telephone conversation with the tow truck's owner Mr. Alvaro FERREIRA TEXEIRA, he manifests that the person who ordered him the Ferrari transportation to Lisbon, was Antonio Eladio AMARAL DE SANTOS, Mr. Instructor orders his localization (finding, tracking down) and detainment to the aim of being heard in statement (statement as a proceeding). I STATE AND I CERTIFY (state in the sense of putting something on record)

(Signature)

ANOTHER

To state that at hour nineteen of the date, was turned in this police station , as detained Antonio Eladio AMARO DE SANTOS, born in Lisbon (Portugal), the 12th of December 1954, son of Antonio and Maria, with domicile (address) in this city, Development Altos del Rodeo, block 20, number 10, he is informed of his rights in agreement to article 520 of the Criminal Procedure Law, and he is heard in statement, in a separate statement (certificate, minutes) that will be joined to the presents. I STATE AND I CERTIFY

(Signature)

PROCEEDING

To state that once the detained has been heard in statement (given evidence), and because Mr. Instructor estimates that he hasn't had a direct participation in the matter that motivates the presents (proceedings), being it limited to hiring a tow truck as favor to his friend Mr. Kelvin John FISCHER orders his immediate release at 21 hours of the day of the date. I STATE AND I CERTIFY

(Signature)

ANOTHER

To state that the Police Station of Motril , via fax, enclosed to the presents, has received the Minutes of Evidence (record of statement) for the tow truck in charge of the vehicles transportation to Lisbon, and in which it is expressed that the recipient of the four vehicles was Pedro POYARES, with whom the person in charge of the transportation (the transportation manager) got in touch via the phone 07-351-1 457 39 97, information that has been given to the Interpol with the aim of knowing the location the denounced vehicles , and which result will be communicated to Your Authority. I STATE AND I CERTIFY

(Signature)

ANOTHER

To state that the localization of the already mentioned Kelvin John FISCHER has not been possible, since they express in his current enterprise A.D. AUTOMOVILES SL, situated in Ricardo Soriano, building Valladolid, he is on a trip, outside of Marbella. I STATE AND I CERTIFY

(Signature)

DILIGENCIA DE TERMINACIÓN Y REMISION

In this state, the presents are referred to Your Honor Mr. Magistrate of the Examining Magistrate's Court number SEVEN, o (guard) duty (Police court) , referring an Acta de (I can't read this, is the last line of the second page of document 24) Minutes of Evidence (record of statement) of Antonio Amaral de Santos

(The third page of document 24 starts with... I am not fully sure if this is part of the paragraph above or if there is a page missing. Maybe knowing the content of that last line it'll be easier to assess that)

A Minutes of Evidence (record of statement) of Alvaro Ferreira Teixeira and a bill for a tow truck service, meaning that the steps (work) to know the location of the denounced vehicles are still being carried out by employees (public servants) of this Police Station, and which result will be communicated to Your Authority. I STATE AND I CERTIFY

(Signature)

Minutes of Evidence (record of statement) of Antonio Eladio AMARAL DE SANTOS

Taken in Marbella (Malaga) at the Police Station at 19.45 hours of the 21st of July 1993, acting as instructor (*) the inspector with professional number 14.349, and as (--tario , I can't read this word, if it's secretary by analogy of the document below it would be Secretary/clerk) the policeman with a professional card number 91.334, with the aim of hearing the statement of the man stated on the margin, whose other affiliation data are born in Lisbon (Portugal) the 12th of December 1954, (something I don't understand either, I guess son to ?) and Maria, who has been informed of his rights as established by article 520 of the Criminal Procedure law, and before the lawyer Mr. Diego Jimenez Barbosa, professional number 1.775, the detained freely MANIFESTS (states):

That he can't neither read nor write (this if it says que no sabe leer y escribir, if it says que sabe leer y escribir then it would be that he can) , that he has been detained in a (¿casa?) and ¿menos/ nunca? has been tried

That asked about the four Ferrari vehicles, which were deposited at the Court's disposal in the ¿? Motorauto of Marbella, situated in Ricardo Soriano, and more specifically if on day five of the current (month) he hired the services of the towing truck ¿-autos, motor? with domicile in the Almeria Road ¿number? 21 of Motril ¿? for their transportation (here, in the middle of the sentence there is a DIGO in capital letters, I SAY) to Lisbon, he says, that yes, he did receive an order from ¿Mr. Fisher?

That in regards to the recipient in Lisbon of the mentioned vehicles he ignores (identidad ¿? Si dichos vehiculos se encontraban a disposición judicial) identity ¿? if those vehicles were at the Court's disposal.

(Que asimismo quiere significar que el detenido) That he equally wants to state that the detained only knows that his friend Mr. ¿? stated that the vehicles had been sold, asking as a favor for him to take care of their transportation

That he has nothing else to add, so that read in the lawyer's presence, Mr. Instructor (*) signs it in agreement, which I, the Court clerk CONFIRM (verify)

(I am sorry; I can barely read this document, I have guessed but I can only do so to a certain extent, if you can see it more clearly and tell me the words and phrases that I can't see properly I will be happy to fill it in for you)

Motril Police Station

Minutes of Evidence (record of statement) of Alvaro FERREIRA TEXEIRA

Taken at the Judicial Police Squad Police Station of Motril (Granada) premises , at 17.00 hours of the 21st of July 1993, by the employees(public servants) of the mentioned squad, holders of professional ID cards number 16.227 and 26.885, acting as Instructor and (Court Clerk), respectively, with the aim of taking the aforementioned (it doesn't exactly use this word, but that's the meaning) statement, whose other affiliation data are: holder of DNI (National Identification Number) number 23.795, born in ?havas (Portugal), the 27th of august 1983, son of Alvaro y Maria Adelaida, married, industrial (profession), with domicile (address) in Motril (Granada), Manuel Peña Alta Street, number 22, who, in regards to the facts that motivate the present, MANIFESTS (states)

ASKED to say whether he has any contact with the MOTORAUTO MARBELLA SL enterprise, with domicile in that city, in Ricardo Soriano Avenue, building Estrella, HE REPLIES: That yes, on many occasions has brought in his trucks vehicles from different locations in Europe, and lately he has taken for them four Ferrari vehicles from Marbella to Portugal

ASKED to say how this last transaction (operation) took place, HE REPLIES:

That the past day 5th of the current (month), he received a telephone call from one of the three associates of the enterprise MOTORAUTO, without being able to specify whether it was the Portuguese or the Italian, who asked him if he could load four vehicles the morning of the following day which he had to collect in said business (establishment) to transport them to Portugal. Once they reached an agreement, the day 6th in the morning, his son collected the vehicles, four Ferrari cars, made in the 60's, and transported them to Lisbon. Once (they were) in said city, he contacted by phone with a number that he had previously been given by MOTORAUTO enterprise, with Pedro POYARES, who told him to meet for the delivery at the Ritz Hotel, situated in the Marques of Fombale Square, as the agreed amount was not made effective (there was no payment), they got in touch with the enterprise's owners, who on the 8th paid him in cash what was agreed, this last transaction was made in his son's person, in the city of Marbella

In this act he hands the invoice for the given service

The telephone of contact was 07-351-1-457.39.97

Having nothing else to add, he signs in agreement, along Mr. Instructor, which I the clerk ([secretary](#)), CERTIFY

<p>PIERRE MOTORS TRANSPORTATION OF VEHICLES TO SPAIN AND ABROAD Almeria Road 21 Phone 60 13 06 Part 60 21 71 Telex 78513 PIMO-E MOTRIL (Granada)</p>	<p>ALVARO FERREIRA TEXEIRA</p>	<p>BASE ALGECIRAS TOW TRUCK Maestro Santiago 4-2º Phone 80 37 11 . 60 38 01 Part 65 56 69</p>
	<p><u>PERMANENT</u> <u>SERVICE</u></p>	

Date: 7th of July 1993

Vehicle: Tourism Kind: Ferraris registration number: various

Mr. Motorauto Marbella SL Ricardo Soriano Avenue, building Estrella 29600 Marbella (Malaga) 8? B 29487337

Total: 42500

Evidence 75a

Minutes of the interrogation of Mr. Kelvin John Fisher by the examining magistrate's court no. 5 of Marbella, 27 September 1993

EXAMINING MAGISTRATE'S COURT NUMBER 5 MARBELLA

KELVIN JOHN FISCHER STATEMENT

In Marbella, the 27th of September 1993

Before Your Honor, being I, the Court Clerk present, the person stated at the beginning appears before the court, who after ([blank space in the original](#)) in duly form , and having been the legal warnings made, manifests

That he is named as said, born on the 6th of March of 1947, son of Marry ad Bèatrice, civil estate (blank), profession (blank), citizen of (born in) Leicester (United Kingdom), with residence in Marbella, with domicile (address) in Ricardo Soriano Avenue, number 66, building Valladolid, AF Automóviles (Cars) with DNI (National Identification Document) number 700741644, instrucción(*) and that (blank) has been tried

Assisted by the lawyer Mr. Diego Jimenez Balboteo. In the presence of the reporter party's lawyer Mr. José Luis Sanz Arribas

Conveniently questioned, he said

That in this act he is informed of the content of article 118 of the Criminal Procedure law, and he manifests he is informed

That the deponent has acted with the entity Motorauto Marbella, which no longer exists as its administrator. That because of this duty he had conversations with Mr. Friedli for the sale of the vehicles outlined in the claim, having come to an agreement with said gentleman so that, once the vehicles were sold, the pertinent price would be paid to their owner. That he sent the vehicles to Spain and to the entity Motorauto and that quite so, there was a previous criminal proceeding in which the vehicle were at the Court's disposal (this appears to be highlighted in the original). That once the criminal proceedings were effectively over, the corresponding Court gave the vehicles back to the entity Motorauto, but it stated that during a three month period the entity could not dispose of the aforementioned vehicles. That the entity Motorauto had to pay 2.500.000 pesetas for the cost of the deposit of the vehicles and since the matter was already (taking) two years there was already an agreement with a third party for the sale of the vehicles, but the deponent at this moment does not know the person to whom they have been sold (also highlighted in the original). Asked by Your Honor if, immediately after the three month period was over, the sale of the vehicles took place and equally (if) they were taken out of Spanish territory (also highlighted), he manifests that he knows nothing of the vehicles current location, but that Motorauto already had the buyer for some time, but the sale was formalized once that said entity could dispose of the vehicles.

Asked about who makes the sale, if he had told before Motorauto had already disappeared (I understand that the original says "si había dicho anta que Motorauto ya había desaparecido" anta is not a word, assuming it's antes (before) it would be "if he had told before Motorauto had already disappeared", however it would make more sense if dicho was a typo meant to be sido, which would translate to "if it had taken place before Motorauto had already disappeared") he manifests that the sale was formalized 10 or 15 days after the three month period established by the Marbella Court not to dispose of the vehicles was over, and that on that date Motorauto Marbella did still exist as an entity, that once that operation (in the sense of transaction) and others that were still pending took place, was when the entity Motorauto legally disappeared, ignoring the date in which it took place. That once the sale had been made and gotten (In the original it appears to say cote ido, neither word exists, I am translating it as conseguido) the money for it, giving the money to Mr. Friedli was tried. That he wants to add that when the three month period took place, the deponent spoke to his lawyer, and he manifested that there were no inconvenient for the sale of the vehicles, since the period

established by the Magistrate had already passed, and that he was told this by the lawyer Mr. Diego Jimenez Balboteo.

Asked by the reporter's lawyer, he manifests that the deponent spoke with Mr. Friedli after he had already arranged with Motorauto the sale and that he doesn't know exactly who was the person that spoke directly with the owner of the vehicle to arrange the conditions (terms). That he doesn't know that it was Mr. Giuseppe Giudice, who is not known by the deponent. That the new sale took place once he was told that it was possible to dispose of the vehicles and the buyer and all other conditions of the sale were made by the deponent, but that he has no knowledge of who formalized the sale on Motorauto's part and that he doesn't want to say either who was the Director of the entity, and he doesn't want to say either the name of the persons (people) who were part of it,

That the deponent has known Pedro Poyares for a long time, he is Portuguese and he knows him from the automobile field. That he didn't know that the vehicles had traveled to Portugal in this person's name and that he doesn't know either the price obtained by the sale of the vehicles, nor does he know the amount that the deponent has received, nor does he know the person that has made it. That currently the entity Motorauto is in settlement (liquidation). And he doesn't know who is in charge (taking care of) said settlement.

With nothing else to add, the present is considered finished, found in agreement he signs it, by Your Honor and me. I hereby witness this (I give faith)