

**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**BUSINESS LIST (ChD)**

**MR JUSTICE MELLOR**  
**15 NOVEMBER 2023**



BL-2021-000313

**BETWEEN:**

**TULIP TRADING LIMITED**

**Claimant**

**and**

**(1) BITCOIN ASSOCIATION FOR BSV**

[REDACTED]

**Defendants**

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**CMC ORDER**

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**UPON** it being alleged by the Claimant and denied by the Second to Twelfth and Fourteenth to Sixteenth Defendants that the Claimant owns the Bitcoin in the addresses described in the

final sentence of paragraph 13 and at paragraphs 13.a and 13.b of the Amended Particulars of Claim (the “**Addresses**”)

**AND UPON** it being alleged by the Claimant and denied by the Second to Twelfth and Fourteenth to Sixteenth Defendants that Dr Craig Wright held on behalf of the Claimant the private keys to the Addresses (the “**Private Keys**”) and confidential information and documents contained in applications accessible from Dr Wright’s computer and network to be used to locate the information required to access the private keys (the “**Keys Access Material**”)

**AND UPON** it being alleged by the Claimant and denied by the Second to Twelfth and Fourteenth to Sixteenth Defendants that in a hack on Dr Wright’s personal computer and network between 5 and 8 February 2020, the hackers deleted the Private Keys and the Keys Access Material (the “**Hack**”)

**AND UPON** the application of the Second to the Twelfth Defendants (the “**Enyo Defendants**”) by notice dated 11 July 2023, amended on 27 September 2023, for the trial of a preliminary issue (the “**Enyo Preliminary Issue Application**”)

**AND UPON** the application of the Fifteenth and Sixteenth Defendants (the “**CYK Defendants**”) dated 26 July 2023 for the trial of a preliminary issue (the “**CYK Preliminary Issue Application**”);

**AND UPON** the application of the Enyo Defendants by notice dated 11 July 2023 (the “**Enyo Security for Costs Application**”)

**AND UPON** the application of the CYK Defendants by notice dated 14 July 2023 (the “**CYK Security for Costs Application**”)

**AND UPON** the applications of the Enyo Defendants dated 23 August 2023 and 25 October 2023 seeking further information (the “**Enyo RFI Applications**”)

**AND UPON** the case management conference heard over two days on 14 and 15 November 2023 (the “**First CMC**”)

**AND UPON** hearing Michael Fealy KC, James McWilliams, Calum Mulderrig, and Rumen Cholakov, Counsel for the Claimant, Alexander Gunning KC and Philip Ahlquist, Counsel for the Second to Twelfth Defendants, Max Campbell, Solicitor Advocate for the Fourteenth Defendant and Matthew Thorne, Counsel for the Fifteenth and Sixteenth Defendants

**AND UPON** the parties agreeing that the question of whether Bitcoin constitutes property capable of ownership, in the sense alleged, shall be assumed in the affirmative for the purposes

of the preliminary issue trial, but that it shall remain open to any party to raise such allegation subsequently in this litigation notwithstanding any determination on ownership at the preliminary issue trial

**IT IS ORDERED THAT:**

Allocation and Docketing

1. The claim is allocated to the Multi-Track and is assigned to Mr Justice Mellor and Master Clark for partnership management.

Costs Management

2. The claim shall not be subject to costs management.

Preliminary Issue Trial

3. There shall be a preliminary issue trial in these proceedings on the following issues:
  - (1) Can and/or should the Court determine and/or declare whether the Claimant is the “owner” of the Bitcoin in the Addresses;
  - (2) Does TTL own, and did it own at the time of the Alleged Hack, the Bitcoin in the Addresses (the “**Ownership Issue**”);
  - (3) Did TTL commence these proceedings knowing that it does not own the Bitcoin in the Addresses?
  - (4) Is the claim brought by TTL fraudulent and an abuse of process?
  - (5) Did the Hack occur and deprive TTL of the Private Keys and the Keys Access Material?
4. The claim shall be entered in the Trial List, with a listing category of A, with a time estimate of fifteen days (including 2 days for pre-reading).
5. The following directions in paragraphs 6 to 36 apply in respect of the issues set out in paragraph 3 above only.

Listing

6. The parties shall, within 7 days of this order, attend Chancery Listing to fix:

- (1) the preliminary issue trial referred to in paragraph 3 above; and
- (2) A second CMC in respect of the preliminary issue trial to be heard before Mr Justice Mellor on the first open date on or after 7 May 2024, having regard to the availability of Counsel, with a provisional time estimate of one day (plus half a day's pre-reading).
- (3) a Pre-Trial Review in respect of the preliminary issue trial, with a time estimate of 1 day, to be listed during December 2024 before the judge who is allocated to hear the trial (if possible).

### Disclosure

7. By 4.30pm on 16 November 2023 the parties shall lodge an agreed list of documents alleged to be inauthentic for the purpose of issue 3 of section 1A of the Disclosure Review Document for the Court's approval. The Disclosure Review Document is otherwise approved as amended during the First CMC.
8. By 4.30pm on 1 December 2023 the Claimant shall file and serve its section 2 of the Disclosure Review Document.
9. Any points of disagreement arising out of the Claimant's section 2 of the Disclosure Review Document shall be heard at a reconvened Case Management Conference on the first available date after 11 December 2023.
10. By 4:30pm on 19 April 2024 the parties shall give Extended Disclosure in accordance with the approved Disclosure Review Document.
11. By 4.30 pm on 19 April 2024 the Claimant shall provide the Defendants with a list of documents upon which it relies in relation to the Ownership Issue. Such list will not preclude the Claimant from relying upon other documents in support of his case and may be updated from time to time to include further documents or to exclude documents.
12. By 10 May 2024, the Defendants may request in respect of any document listed under paragraph 11 for the Claimant to identify (i) the custodian (or chain of custodians where relevant), and (ii) whether that document originated from the Claimant himself, a source outside of his control, or another source within his control.

13. Within 2 weeks of that request, the Claimant shall provide in respect of each document (i) the information requested or (ii) an explanation of why such information is not provided.

#### Factual Evidence

14. By 4:30pm on 7 June 2024, each party shall serve on the other party factual witness statements. These statements will stand as evidence in chief of the witnesses unless the Court otherwise directs.
15. Before exchanging witness statements, the parties shall liaise with a view to agreeing a method of identification of any documents referred to in witness statements.
16. By 4:30pm on 7 June 2024, each party shall serve any Notices pursuant to the Civil Evidence Act in respect of any hearsay evidence on which they propose to rely at trial.
17. Each party has permission to serve reply witness statements by 4:30pm on 28 June 2024.
18. Oral evidence will not be permitted at trial from a witness whose statement has not been served in accordance with this order or has been served late, except with permission from the Court.

#### Expert Evidence

19. Each party has permission to adduce expert evidence on forensic document analysis.
20. By 4:30pm on 31 May 2024 the Defendants shall serve on the Claimant a list of any documents disclosed and produced by any party the authenticity of which it denies or does not admit (“**Challenged Documents**”); and (b) in respect of each listed document, the basis on which the authenticity of such document is challenged.
21. The experts shall, before they exchange their reports, discuss and endeavour to narrow the issues between them.
22. The parties’ respective expert evidence of forensic document analysis is permitted in relation to (i) any Challenged Documents and (ii) any other documents not disclosed but put into evidence, the authenticity of which is disputed, and shall be served sequentially:
  - (1) The Defendants’ expert evidence shall be served by 4:30pm on 23 August 2024;

- (2) The Claimant's expert evidence shall be served by 4:30pm on 6 September 2024; and
  - (3) The Defendants shall have permission to serve expert evidence in reply by 4:30pm on 20 September 2024.
23. Following provision of expert reports, the experts shall by 4:30pm on 4 October 2024, hold a discussions for the purpose of:
  - (1) Identifying and further narrowing the issues, if any remaining between them; and
  - (2) Where possible, reaching agreement on those issues.
24. The experts shall by 4:30pm on 18 October 2024 prepare and file a statement for the court showing:
  - (1) Those issues on which they agree; and
  - (2) Those issues on which they disagree and a summary of their reasons for disagreeing.
25. The evidence of the experts shall be given at trial by oral evidence, and the experts may be cross-examined at trial.

#### Special Measures for Witnesses

26. Any party which intends to seek any special measures for witnesses, including any witnesses being cross-examined by video-link, shall notify the other parties of that intention within 7 days of service of the relevant witness statement or expert report. Any application to the Court shall be made within 28 days of service of the relevant witness statement. Any such application will be resolved at the Pre-Trial Review listed in accordance with paragraph 6(3) above.
27. Notwithstanding paragraph 25 above, if the Claimant intends to seek special measures for Dr Craig Wright or any party intends to seek special measures for any witness which will have a material impact on the likely duration of that witness's evidence, that party shall notify the other parties as soon as the requirement for special measures becomes apparent. Any application to the court for special measures, or for variation of the time estimate for trial, shall be made within 28 days of notifying the other parties.

### Pre-Trial Review

28. At least 6 weeks before the Pre-Trial Review, the parties shall discuss and attempt to agree a proposal for the use of IT at trial (to include electronic trial bundles, electronic presentation of evidence and live transcription).
29. At least 5 clear days before the Pre-Trial Review the Claimant must file and send to the other parties preferably in agreed form, and by email:
  - (1) Draft directions to trial
  - (2) A chronology
  - (3) A case summary
30. The parties shall attempt to narrow and agree the list of issues to be decided at trial in advance of the pre-trial review.

### Trial Bundle and skeleton arguments

31. By 6 December 2024 the Claimant shall send the Defendant a draft bundle index for the trial bundle.
32. The Defendants shall send any comments on the draft index by 13 December 2024.
33. The Claimant shall ensure that access to the electronic trial bundle is made available to the Defendants' solicitors by 20 December 2024.
34. Not earlier than 7 days or later than 3 days before the date fixed for trial the Claimant shall ensure that access to the electronic trial bundle is available for the use of the Judge.
35. The parties shall file and exchange skeleton arguments and chronologies, in accordance with Chapter 12 of the Chancery Guide, not less than 7 clear days before the first day of trial. Skeleton arguments shall be accompanied by a reading guide for the Judge.
36. The parties shall lodge a single bundle of all parties' authorities not less than 5 clear days before the first day of trial.

### Extension of time limits

37. The parties may, where CPR rule 2.11 applies, agree to extend any time period to which

the proceedings may be subject for a period or periods of up to 28 days in total without reference to the Court, provided this does not affect the date given for any case or costs management conference or Pre-Trial Review or the date of trial. The parties shall notify the Court in writing of the expiry date of any such extension.

#### Enyo RFI Applications

38. The Claimant shall, by 4:30pm on 13 December 2023, provide the further information requested by the Enyo Defendants' Requests for Further Information dated 23 August 2023 and 25 October 2023.

#### Enyo Amendment Application

39. The Enyo Defendants shall have permission to amend their Defence in accordance with the draft served on 9 November 2023. The Enyo Defendants shall serve their Amended Defence by 4:30pm on 29 November 2023.
40. The Claimant shall have permission to file and serve any consequential amendments to its Reply by 4:30pm on 20 December 2023.
41. Costs of and occasioned by the amendments in paragraphs 39 and 40 shall be reserved to the hearing of the Preliminary Issue.

#### Security for Costs

##### *The Enyo Defendants' costs*

42. The Claimant shall pay security for the Enyo Defendants' costs of the preliminary issue trial, the quantum of which is to be assessed on the basis of an indemnity costs order.
43. The Claimant shall provide security for the Enyo Defendants' costs up to and including this Case Management Conference in the sum of £196,304.95, such security to be provided out of the £296,154.95 already paid into Court pursuant to the Court's order of 13 October 2023 by way of interim payment. The £99,850 balance of the interim payment made pursuant to the Court's order of 13 October 2023 shall be released to the Enyo Defendants in partial discharge of the costs orders made in their favour herein.

44. The Claimant shall by 4:30pm on the dates stated below pay into the Court Funds Office the following sums aggregating £150,000 by way of security for the Enyo Defendants' costs of the preliminary issue trial and its preparatory stages:

<b>Stage – up to and including</b>	<b>Sum</b>	<b>Date due for payment</b>
Provision of Disclosure	£40,000	20 December 2023
Exchange of Witness Statements	£110,000	29 April 2024

45. For the avoidance of doubt, the names of phases above are used for convenience and the sums payable in the above tranches will stand as security for costs of all of the Enyo Defendants' costs of the case.
46. The Enyo Defendants have liberty to apply for further sums as security for i) their costs of the preliminary issue trial; and ii) their costs of defending the claim. Determination of the dates and amounts of further stages shall be determined at or before the Second CMC if not agreed.

*The CYK Defendants' costs*

47. The Claimant shall pay security for the CYK Defendants' costs of the preliminary issue trial.
48. The sum of £192,417.75 paid into the Court Funds Office for the CYK Defendants' costs on an interim basis shall stand as security for the CYK Defendants' costs up to and including the First CMC.
49. The Claimant shall pay into the Court Funds Office by 4:30pm on the following dates the following sums by way of security for the CYK Defendants' costs of the following stages:

<b>Stage – up to and including</b>	<b>Sum</b>	<b>Date due for payment</b>
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Provision of Disclosure	£20,000	20 December 2023
Exchange of Witness Statements	£95,000	29 April 2024

50. For the avoidance of doubt, the names of phases above are used for convenience and the sums payable in the above tranches will stand as security for costs of all of the CYK Defendants' costs of the case.

51. The CYK Defendants have liberty to apply in respect of additional security for these stages. Determination of the dates and amounts of further stages shall be determined at or before the Second CMC if not agreed.

Generally

52. Unless the Claimant complies with the payment obligations under paragraphs 44 and 49, the claims against the Enyo Defendants and the CYK Defendants shall be struck out and judgment shall be entered for the Enyo Defendants and the CYK Defendants seven days after the relevant date for payment.

Costs

53. The Claimant shall pay the Enyo Defendants' costs of and occasioned by:

(1) the Enyo Preliminary Issue Application, summarily assessed in the sum of £120,000.

(2) the Enyo Security for Costs Application, summarily assessed in the sum of £24,000.

54. The Claimant shall pay the CYK Defendants' costs of and occasioned by:

(1) the CYK Preliminary Issue Application, summarily assessed in the sum of £42,000.

(2) the CYK Security for Costs Application, summarily assessed in the sum of £65,000.

55. The Claimant shall pay the Enyo Defendants' costs of and occasioned by the Enyo 23 August 2023 RFI Application, summarily assessed in the sum of £11,500.

56. The Claimant and the Enyo Defendants' costs of and occasioned by the Enyo 25 October 2023 RFI Application be costs in the Preliminary Issue Trial.
57. Costs that have been summarily assessed are payable by 4.30pm on 29 November 2023.
58. The costs of the CMC be costs in the case.

**Service of the Order**

This Order shall be served by the Enyo Defendants, via their solicitors Enyo Law LLP, on all other Parties.

The Court has provided a sealed copy of this order to the Serving party:

**Enyo Law LLP, 1 Tudor Street, London, EC4Y 0AH**

## Disclosure in the Business and Property Courts

### Disclosure Review Document Section 1A: Issues for Disclosure and proposed Disclosure Models

Brief description of the Issue for Disclosure		References to statements of case	Issue agreed?		Proposed Model of Extended Disclosure (A – E)		Decision (for the court)
			Yes	No (party not agreeing)	To be completed by claimant	To be completed by defendant	
<b>OWNERSHIP</b>							
1.	Does TTL own the Bitcoin in the Addresses?	<b>APoC</b> ¶¶29-34, 41(c) <b>D2-D12 Defence</b> ¶¶1,28.2, 30,54-60 <b>D14 Defence</b> ¶¶6.1-6.3, 42-47, 60.3, 60.4, 61.2, 63, 66.5 <b>D15-D16 Defence</b> ¶¶2, 61-66, 77.4 <b>Reply to D2-D12</b> ¶¶92-110 <b>Reply to D14</b> ¶¶90-94	Yes		Claimant Model E, Defendants Model B	Claimant Model E, Defendants Model B	Approved

Brief description of the Issue for Disclosure		References to statements of case	Issue agreed?		Proposed Model of Extended Disclosure (A – E)		Decision (for the court)
			Yes	No (party not agreeing)	To be completed by claimant	To be completed by defendant	
		<b>Reply to D15-D16</b> ¶¶43.8, 91-94 <b>TTL D14 RFI Responses</b> (ii), (iii), (ix) and (x)					
2.	<del>Is TTL's claim advanced in the knowledge that it has no genuine claim to the assets it claims?</del> <del><i>[Alternative proposed wording, if not agreed]<sup>1</sup></i></del>	<del><b>D2-12 Defence</b></del> <del>¶¶1, 30, 54</del> <del><b>D15-16 Defence</b></del> <del>¶¶61.1</del>		Claimant This issue is unnecessary. Issue 1 will capture any documents relevant to this issue. The issue is in any event inappropriate for the reasons set out below in relation to issues 3 and 4.		Claimant Model E, Defendants Model B	

<sup>1</sup> ~~If the wording of any Issue for Disclosure cannot be agreed, the alternative wording proposed should be included immediately under the claimant's formulation.~~

Brief description of the Issue for Disclosure		References to statements of case	Issue agreed?		Proposed Model of Extended Disclosure (A – E)		Decision (for the court)
			Yes	No (party not agreeing)	To be completed by claimant	To be completed by defendant	
3.	Has TTL and/or Dr Wright fabricated and/or forged evidence on which it has relied or intends to rely in these proceedings?	<p><b>D2-12 Defence</b> ¶¶1, 30, 54</p> <p><b>D15-D16 Defence</b> ¶62</p>		<p>Claimant</p> <p>The Defendant has not alleged that any evidence in these proceedings has been fabricated. Absent a specific plea identifying such evidence, this is not in issue in the proceedings.</p> <p>Furthermore, this is a conclusion that the Defendants would seek to draw from the evidence rather than a focussed issue of fact that can be the subject of a document search. Moreover, the allegations of fraud are</p>		<p>Claimant Model E, Defendants Model B</p>	<p>Approved in respect of the specific documents in the list of documents to be agreed by the parties pursuant to paragraph [x] of the Court's order dated 15 November 2023</p>

Brief description of the Issue for Disclosure		References to statements of case	Issue agreed?		Proposed Model of Extended Disclosure (A – E)		Decision (for the court)
			Yes	No (party not agreeing)	To be completed by claimant	To be completed by defendant	
				not a necessary part of the Defendants' defence and so should not be an issue for disclosure. What is being sought is disclosure going to issues of credibility, which is not appropriate. In any event, as formulated this issue is unworkable.			
4	Has Dr Wright previously fabricated evidence or given false evidence in legal proceedings or quasi-judicial proceedings, either as to his assets or his qualifications? Is there a large number of online articles and other research indicating that Dr Wright has committed fraud and plagiarism?	<b>D2-12 Defence</b> ¶¶28.4, 54.9 <b>D15-16 Defence</b> ¶83.6(d)		Claimant. This is not an issue on which extended disclosure is necessary. This is a conclusion that the Defendants would seek to draw from the evidence rather than a focussed issue of fact that can be the subject of		Claimant Model C (see separate Section 1B document), Defendants Model B	Approved in respect of the Model C Requests approved in the separate Section 1B document

Brief description of the Issue for Disclosure		References to statements of case	Issue agreed?		Proposed Model of Extended Disclosure (A – E)		Decision (for the court)
			Yes	No (party not agreeing)	To be completed by claimant	To be completed by defendant	
				a document search. The allegations of fraud are not a necessary part of the Defendants' defence and so should not be an issue for disclosure. What is being sought is disclosure going to issues of credibility, which is not appropriate. In any event, as formulated this issue is unworkable.			
	<b>HACK</b>						
5.	Was Dr Wright's computer and/or network unlawfully accessed between 5 and 8 February 2020 and were the TTL Private Keys and Keys Access Material wiped by the Hackers?	<b>APoC ¶¶35-39</b> <b>D2-D12 Defence</b> ¶¶61-66 <b>D14 Defence</b> ¶¶6.4-6.8, 48-53 <b>D15-D16 Defence</b> ¶¶67-71			Claimant only Model D	Claimant only Model D	Approved

Brief description of the Issue for Disclosure		References to statements of case	Issue agreed?		Proposed Model of Extended Disclosure (A – E)		Decision (for the court)
			Yes	No (party not agreeing)	To be completed by claimant	To be completed by defendant	
		<b>Reply to D2-D12</b> ¶¶111-117 <b>Reply to D14</b> ¶¶95-98 <b>Reply to D15-D16</b> ¶¶95-102					
6.	What steps did Dr Wright take to secure and restore his computer system following the alleged Hack? In particular, did Dr Wright wipe his hard drives because of concern that his computers might be affected by malware?	<b>D15-16 Defence</b> ¶¶69.2 <b>Reply to D2-D12</b> ¶¶114.2 <b>Reply to D14</b> ¶¶97 <b>Reply to D15-D16</b> ¶¶97.2			Claimant only Model D	Claimant only Model D	Approved
7.	What contact and/or correspondence has Dr Wright had with the police in relation to the alleged Hack?	<b>APoC</b> ¶38 <b>D2-D12 Defence</b> ¶¶62.3.4, 64.2 <b>D14 Defence</b> ¶¶51.3, 51.4			Claimant only Model D	Claimant only Model D	Approved

Brief description of the Issue for Disclosure		References to statements of case	Issue agreed?		Proposed Model of Extended Disclosure (A – E)		Decision (for the court)
			Yes	No (party not agreeing)	To be completed by claimant	To be completed by defendant	
		<b>D15-D16 Defence</b> ¶69.3 <b>Reply to D2-D12</b> ¶116 <b>Reply to D14 ¶96</b> <b>Reply to D15-D16</b> ¶101					

Section 1B: Model C requests for Disclosure

Claimant / Defendant (delete as appropriate)				
	Issue for Disclosure	Request for document or narrow classes of documents relating to the Issue for Disclosure	Response	Decision (for the court)
1.	<p><b>Issue 4</b></p> <p>Defence of D2 – D12 - ¶154.9.1(i)</p>	<p>The transcript of the conversation between Craig Wright and the ATO on 11 August 2014 (see paragraph 224 of the ATO decision), and the invoices discussed in this conversation that were admitted to being backdated by Dr Wright.</p>	<p><del>Not agreed. The issue pursuant to which this request is made is very widely expressed and the allegations inherent within it are not properly pleaded with the specificity required for an issue of fraud. In any case, this request and the issue pursuant to which it is made goes only to credit. Disclosure is generally refused on such issues and should be in this case: see <i>Favor Easy Management Ltd v Wu</i> [2010] EWCA Civ 1630 at [15] to [21] per Lord Neuberger MR and <i>First Subsea Ltd v Balltec</i> [2013] EWHC 584 (Ch) at [16] to [20] per Norris J.</del></p> <p>The Claimant agrees to this request.</p>	-

2.	<b>Issue 4</b> Defence of D2 – D12 - ¶154.9.1(ii)	The purported email from ATO Officer Celeste Salem to Dr Wright dated 14 July 2014 (see paragraphs 174.1 and 222.1 of the ATO Reasons for Decision)	Not agreed.	Rejected
3.	<b>Issue 4</b> Defence of D2 – D12 - ¶154.9.1(iii)	Email from Ramona Watts to Andrew Miller dated 26 June 2015 with subject '20150625 — Response to Interim Position Paper — C01n') and the attachments to that email (see paragraph 174.2 and 222.1 of ATO Reasons for Decision)  Email correspondence on or around 5 April 2013 between ATO Officer Hao Khuu and Dr Wright insofar as any other copies of that email correspondence are retained other than that attached to Ms Watts' email.	Not agreed.	Rejected
4.	<b>Issue 4</b> Defence of D2 – D12 - ¶154.9.1(iv)	The two versions of the email sent by ATO Officer Brigid Kinloch to Dr Wright and John Chesher received as an attachment titled 'Appendix 0 — Kinloch Brigit 0111131 (00000002).pdf to an email from Ramona Watts to Andrew Miller dated 26 June 2015 with subject '20150625 — Response to Interim Position Paper — C01n') (see paragraphs 178 and 222.1 of the ATO Reasons for Decision)	Not agreed.	Rejected

5.	<b>Issue 4</b>  Defence of D2 – D12 - ¶154.9.1(v)	The purported email from Dr Wright to <a href="mailto:markferrier@hotmail.com">markferrier@hotmail.com</a> dated 12 October 2013 with subject 'Thank You...' (as referred to at paragraph 192 of the ATO Reasons for decision)	Not agreed.	Rejected
6.	<b>Issue 4</b>  Defence of D2 – D12 - ¶154.9.1(vi)	The two versions of the email from Dr Wright to David Kleiman dated 24 June 2011 and 17 October 2014 at 12:04:57 PM with subject 'Requested attached.' attaching the Tulip Trust 'deed' (see paragraphs 109 and 222.5of ATO Reasons for Decision)	<del>Not agreed. The Claimant repeats its response to request 1.</del>  The Claimant agrees to this request	-
7.	<b>Issue 4</b>  Defence of D2 – D12 - ¶154.9.2	Dr Wright's written evidence and the transcripts of Dr Wright's oral evidence in Kleiman v Wright, US District Court, South District of Florida, Case No. 18-cv-80176 (the " <b>Kleiman Proceedings</b> ")	Agreed.	-

<p><b>8.</b></p>	<p><b>Issue 4</b>  Defence of D2 – D12 –  ¶54.9.2</p>	<p>The following documents as disclosed by Dr Wright in the Kleiman Proceedings:</p> <ol style="list-style-type: none"> <li>1. Deed of Trust for Tulip Trust disclosed in the Kleiman Proceedings purportedly dated 23 October 2012.</li> <li>2. The ‘Bitmessages’ between Dr Wright and “Dave” disclosed by Dr Wright in the Kleiman Proceedings and document DEF_00247440.</li> <li>3. The PDF Invoice from HighSecured.com disclosed as DEF_00051013.</li> <li>4. <del>The email from Dr Wright to Uyen Nguyen dated 20 December 2012 and referred to as Document 144-1</del></li> <li>5. The emails and attachments marked as DEF_00051010, DEF_01600685, DEF_01600654, DEF_01600652.</li> </ol>	<p>The requests for documents 1-3 and 5 are agreed. Document 4 is not agreed. It is noted that document 144-1 appears to be cited to contain various emails at [2/1300], but then is referenced instead to contain exhibits demonstrating W&amp;K had foreign members that were later withdrawn [2/1905]. As such, Document 144-1 has been withdrawn from the Kleiman Proceedings and the Claimant does not agree to this request.</p> <p>The Enyo Defendants do not pursue the request for document 4.</p>	
<p><b>9.</b></p>	<p><b>Issue 4</b>  Defence of D2 – D12 - ¶54.9.4</p>	<p>All copies of any Paper Wallet for the 1Feex Address (including the documents marked as Document 963-11 and 885-7 in the Kleiman Proceedings) in unredacted and native form.</p>	<p>Agreed.</p>	
<p><b>10.</b></p>	<p><b>Issue 4</b>  Defence of D2 – D12 - ¶54.9.6  <b>Issue 4</b></p>	<p><del>Dr Wright’s written evidence and the transcripts of his oral evidence in the Wright v McCormack Proceedings.</del></p>	<p><del>Not agreed. The Claimant repeats its response to request 1.</del></p>	

<p>11.</p>	<p><b>Issue 4</b> Defence of D2 —D12—¶54.9.6</p>	<p>The statement of Professor Izzat Darwazeh referred to at paragraph 59 of Mr Chamberlain’s judgment in Wright v McCormack [2022] EWHC 2068 (the “<b>McCormack Judgment</b>”) (and accompanying exhibits).</p> <p>The statement of Mr Tilman Wolf referred to in paragraph 60 of Mr Justice Chamberlain’s judgment in the McCormack Judgment (and accompanying exhibits).</p> <p>Dr Wright’s Third Witness Statement in response to those statements (as referred to in paragraphs 62-69 of the McCormack Judgment).</p> <p>The ‘Position Statement dated 18 May 2022 (as referred to in paragraph 70 of the McCormack Judgment)</p> <p>The statement of Dr Nguyen referred to at paragraph 71 of the McCormack Judgment</p>	<p>Not agreed. The Claimant repeats its response to request 1.</p>	
<p>12.</p>	<p><b>Issue 4</b> Defence of D2 —D12—¶54.9.7</p>	<p>The early versions of the White Paper and source code disclosed by Dr Wright in the Granath Proceedings</p>	<p>Not agreed. The Claimant repeats its response to request 1.</p>	

13.	<b>Issue 4</b>  Defence of D2 <del>-D12 - ¶54.9.7</del>	<del>Any written evidence filed by Dr Wright and the transcripts of Dr Wright's oral evidence in the Granath Proceedings.</del>  <del>Any written submissions and the transcripts of the oral submissions made by Dr Wright's attorneys in the trial of the Granath Proceedings.</del>	Not agreed. The Claimant repeats its response to request 1.	
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