

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

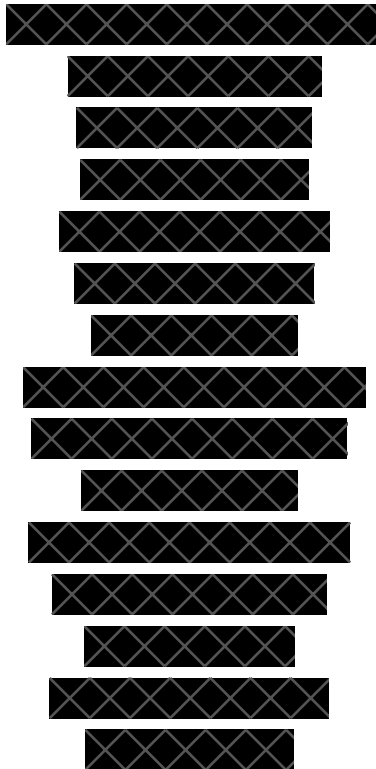
B E T W E E N:

(1) TULIP TRADING LIMITED (a Seychelles company)



- and -

(1) BITCOIN ASSOCIATION FOR BSV (a Swiss verein)



Defendants

SIXTH WITNESS STATEMENT OF TIMOTHY WILLIAM ELLISS DATED 1 NOVEMBER 2023

I, **TIMOTHY WILLIAM ELLISS**, a solicitor of the Senior Courts of England and Wales, of Enyo Law LLP, Fifth Floor, 1 Tudor Street, London, EC4Y 0AH, **WILL SAY** as follows:

1. I am a partner of Enyo Law LLP and I am instructed in these proceedings by the Second to Twelfth

Defendants (the “**Enyo Defendants**”).

2. I have conduct of the proceedings and am duly authorised to make this witness statement on behalf of the Enyo Defendants.
3. By way of preliminary formalities:
 - 3.1. Except where I indicate to the contrary, the facts and matters contained in this witness statement are within my own knowledge. Where the facts and matters are not within my own knowledge, I have indicated my sources of information and belief.
 - 3.2. Nothing in this witness statement is intended to, or does, waive any privilege belonging to the Enyo Defendants.
 - 3.3. There is now produced and shown to me a bundle of copy documents marked **TWE-6**, that contains paginated copies of documents to which I shall refer to in this witness statement. Where I refer to documents in this witness statement, I refer to these as **Exhibit TWE-6/page number(s)**.

A. INTRODUCTION

4. This witness statement responds to the Fifth and Sixth Witness Statements of Dr Wright (“**Wright 5**” and “**Wright 6**” respectively) filed on behalf of Tulip Trading Limited (“**Tulip Trading**” or “**TTL**”). Those statements were filed in response to the parts of my First, Third and Fourth Witness Statements (“**Elliss 1**” or “**Elliss 3**” or “**Elliss 4**”) that set out the evidence in support of the Enyo Defendants’ application for a preliminary issue trial on issues of ownership and fraud and forgery, in particular evidence supporting the prima facie case of fraud and forgery against Tulip Trading (through Dr Wright) in its conduct of these proceedings and the findings of fraud, forgery and dishonesty against Dr Wright in other proceedings around the world.
5. Dr Wright’s responsive evidence is not credible in many respects:
 - 5.1. First, the key aspects of Dr Wright’s new evidence comprise bald assertions and explanations of hypothetical situations that (if true) might support TTL and Dr Wright’s position, but for which there is no documentary or independent support. The Court is therefore left, in most cases, with the unsupported statements of Dr Wright (many of which are either internally inconsistent or inconsistent with his previous evidence) as the only answer to the serious allegations of fraud, forgery and dishonesty made by the Enyo Defendants.

- 5.2. Second, on one of only three occasions¹ that Dr Wright has referred to and exhibited documents to support his contentions, these documents are of highly questionable provenance being (i) not previously disclosed in any other proceedings despite their obvious relevance to those proceedings (including both in *Ira Kleiman et al v Craig Wright*, US District Court, South District of Florida, Case No. 18-cv-80176 (the “**Kleiman Proceedings**”) and *Crypto Open Patent Alliance v Craig Wright* Claim No. IL-2021-000019 (the “**COPA Proceedings**”)); and (ii) directly inconsistent with documents actually disclosed during those proceedings. Dr Wright now asserts that documents previously disclosed are forgeries created by his opponents and surreptitiously planted on devices controlled by entities associated with him. These explanations are not credible.
- 5.3. Third, Dr Wright has abandoned two key elements of his evidence in support of his application for permission to serve this claim out of the jurisdiction, being the Purchase Order (which I addressed in paragraphs 39 to 43 of *Elliss 1*) and the MYOB data (which I addressed in *Elliss 3*). In *Elliss 1* and *Elliss 3*, I explained why I believed those documents to be forgeries that are not contemporaneous records of the relevant transactions. Dr Wright now says that he never claimed that these documents were contemporaneous records of TTL’s ownership of the Digital Assets. He blames his former solicitors, Ontier, for misstating his instructions to them on these issues. This is obviously a serious allegation if true. However, it is not supported by any evidence and is flatly inconsistent with Dr Wright’s own evidence in support of the application for permission to serve his claim out of the jurisdiction (to which no reference is made in *Wright 5*). Having made these concessions, TTL is left with no contemporaneous evidence of its ownership of the Digital Assets (as defined at paragraph 15, *Elliss 1*).
- 5.4. Fourth, the points concerning the Purchase Order and the MYOB data are only two examples of Dr Wright’s attempts to cast blame on others. Dr Wright blames his ex-wife (in the case of the Purchase Order), his former solicitors, Ontier (in the case of the MYOB data), Ira Kleiman (in the case of the documents produced by Dr Wright that were found to be forged) and his Miami, London and Norwegian lawyers (for allegedly not following his instructions that lead to the findings of dishonesty against him). Any one of these events would be remarkable but it is wholly incredible to suggest that all of these individuals might have been responsible (in entirely different circumstances) for the creation or deployment of documents that supported Dr

¹ The three being: (i) his account of the acquisition of Tulip Trading in 2009 which I refer to in this paragraph; (ii) his account of his trip to Singapore with a paper wallet for 12ib7 (for which he has exhibited relevant documents); and (iii) his response to the allegations that the bitcoin in the 1Feex address originated from the MT Gox hack

Wright's claims (but have since been discovered to be forgeries).

6. Whilst there is much in Wright 5 and 6 that the Enyo Defendants disagree with, the Enyo Defendants focus their reply evidence on those aspects of these statements that go to the core of TTL's claim to ownership of the Digital Assets and the Enyo Defendant's allegations that its claim has been made fraudulently and based on forged documents. Where I do not address any aspect of Wright 5 or Wright 6, it should not be assumed that the Enyo Defendants agree with it.
7. In this statement, I intend to address the following issues:
 - 7.1. Dr Wright's abandonment of the key evidence relied upon in to establish the English Court's jurisdiction (**Part B**);
 - 7.2. Dr Wright's case on how the Digital Assets came to be owned by TTL (**Part C**); and
 - 7.3. Examples of incredible and/or demonstrably false evidence given by Dr Wright in Wright 5 (**Part D**).

B. ABANDONMENT OF KEY ASPECTS OF TTL'S EVIDENCE ON OWNERSHIP

8. As I explained in *Ellis 1*, in its application for permission to serve these proceedings out of the jurisdiction, TTL sought to rely on two pieces of allegedly contemporaneous evidence:
 - 8.1. A purchase order apparently dated 27 February 2011 (see paragraphs 39 to 43 of *Ellis 1*); and
 - 8.2. MYOB data which purported to indicate the contemporaneous entry of the acquisition of the 1Feex address into a MYOB accounting database (see paragraphs 48 to 50 of *Ellis 1*),
9. In support of its reliance on those documents as contemporaneous evidence of ownership of the Digital Assets, TTL advanced two expert reports from AlixPartners: one from Kevin Madura (the "**Madura Report**")² and one from Gavin Williamson (the "**Williamson Report**").³ It appears from the Williamson report that Alix Partners were jointly instructed by Ontier, Tulip Trading and Dr Wright.⁴
 - 9.1. The Madura Report was focussed on the authenticity of the Purchase Order - and suggested that the disclosed pdf of the Purchase Order was likely created on 27 February 2011.⁵
 - 9.2. The Williamson Report was addressed to financial data recorded in MYOB and Xero. It did not address the authenticity of that data (though they were described as "*contemporaneous accounting*

² AlixPartners Forensic Report of PO-16555.pdf, Kevin Madura AlixPartners LLP, 20 April 2021 [**OJC1/2/176**]

³ Project Farringdon Report of forensic accounting review, Gavin Williamson, 29 April 2021 [**OJC1/2/187**]

⁴ Williamson Report at paragraph 1.1.1 [**OJC1/2/187**]

⁵ Madura Report at paragraph 1.2.

records” by Mr Cain),⁶ but instead described the various entries.

10. The evidence in both reports was relied upon by TTL in support of its contention that there was a serious issue to be tried at the jurisdictional stage in relation to TTL’s ownership of the Digital Assets notwithstanding the findings of forgery and fraud made against Dr Wright in other proceedings which TTL’s solicitor (properly) felt obliged to bring to the Court’s attention in accordance with TTL’s duty of full and frank disclosure.⁷
11. In *Elliss 1*, I explained why I believed that the Purchase Order was a forgery.⁸ I also stated that whilst I had not been given access to the MYOB data, there were also indications that AlixPartners’ conclusions in relation to that data was not reliable.⁹ Subsequently, following disclosure in the COPA Proceedings of an export from the native MYOB data, I was able to demonstrate that the MYOB data was not contemporaneous but instead appeared to have been edited by Dr Wright himself in March 2020.¹⁰
12. Dr Wright now appears to accept that neither the Purchase Order [**OJC1/2/175**] nor the MYOB data [**Cain 1, §106 and §§177-182**] are contemporaneous documents. He blames his former solicitor, Mr Cain of Ontier, for wrongly presenting them as such in his evidence [**Wright 5, §21**].
13. I address each matter separately below.

The Purchase Order

14. In *Wright 1*, Dr Wright explained that he purchased the Digital Assets on the 1Feex address through WMIRK, an online Russian exchange, in February 2011. His evidence is that he telephoned WMIRK and asked them how much Bitcoin he could buy using Liberty Reserve Dollars. Dr Wright says he then instructed WMIRK to make the transfer. He says he left the rest of the transaction for his then wife, Lynn Wright, to arrange. Dr Wright says he does not recall the creation of the Purchase Order but is clear that he did not create it. He believes it was created by Lynn Wright.¹¹
15. In *Wright 5*, Dr Wright’s position is internally inconsistent and difficult to follow.
 - 15.1. He states that the Purchase Order was created by Lynn Wright who he entrusted with the

⁶ Cain 1, §106

⁷ Cain 1, §130

⁸ Elliss 1, §40

⁹ Elliss 1, §49

¹⁰ Letter from Enyo Law LLP to Travers Smith LLP dated 13 September 2023 [**Exhibit TWE-6/1-5**]

¹¹ Wright 1, §§39-41 and 74

administration of the 1Feex transaction.¹² He says that the Purchase Order remained under Lynn Wright's control throughout their separation in December 2010 (a fact which he describes as 'essential to note') and that he did not come into possession of the Purchase Order until 30 December 2012, when he regained ownership of certain corporate entities.¹³

15.2. Dr Wright then appears to suggest that the Purchase Order was exported from MYOB and that the data within the Purchase Order originated from the MYOB system (and not an independent Purchase Order in excel form created by Lynn Wright).¹⁴

15.3. Confusingly, Dr Wright later states that a Purchase Order which does not originate from MYOB is not an original document.¹⁵ It is not clear to me whether Dr Wright is suggesting that the Purchase Order was created from MYOB or whether it was not and is therefore not an original document.

16. In any case, none of these explanations make any sense at all:

16.1. First, in both Wright 1 and Wright 5, Dr Wright explains that he made the purchase of the Bitcoin on the 1Feex Address by telephone with WMIRK.¹⁶ If Dr Wright had completed the transaction on the telephone, it is entirely unclear what purpose a purchase order prepared after the event and not sent to WMIRK would serve. As Dr Wright, rightly recognises,¹⁷ one might expect WMIRK to send an invoice recording the relevant transaction but no such document has been produced.

16.2. Second, Dr Wright says that the Purchase Order remained in Lynn Wright's control "*throughout [their] separation in December 2010*".¹⁸ This cannot be right. The Purchase Order allegedly relates to a transaction that took place in February 2011 and purports to be dated 27 February 2011. It could not have existed in December 2010 unless Dr Wright is now suggesting that it was prepared by Lynn Wright at some point many months before the relevant transaction. That would in any event be inconsistent with the purported dates on the document itself.

¹² Wright 5, §15

¹³ Wright 5, §15

¹⁴ Wright 5, §19.2

¹⁵ Wright 5, §19.5

¹⁶ Wright 1, §41 and Wright 5, §13. I note that Dr Wright misstates the address again at Wright 5, §13

¹⁷ Wright 5, §19.3

¹⁸ Wright 5, §15

- 16.3. Third, Dr Wright has not addressed the fundamental point made in Elliss 1 that the Purchase Order is based on a template released in 2015.¹⁹ This undermines Dr Wright’s explanation that Lynn Wright created the Purchase Order and that he obtained it from her in December 2012. Dr Wright also fails to grapple with how a Purchase Order based on that template can be said to have been created “*in MYOB*”. That cannot have been the case.²⁰
17. In any event, Dr Wright now expressly disclaims reliance on the Purchase Order as a contemporaneous document.²¹ This is itself a remarkable concession where the document metadata of the Purchase Order (which is described in the Madura Report) purports to record that it was created on 27 February 2011 (contemporaneous with the blockchain record of the alleged purchase which occurred on 1 March 2011). It is unclear whether Dr Wright is suggesting that Lynn Wright (or some other unidentified individual) tampered with the metadata to make the document appear contemporaneous. However, it is not credible that this is a forgery created by anyone other than Dr Wright.
18. Finally, Dr Wright’s attempt to blame Ontier for incorrectly identifying the Purchase Order as a contemporaneous document²² that was “*disclosed as part of these proceedings merely in accordance with TTL’s duties of disclosure*”²³ (and not relied upon by TTL) is obviously and demonstrably untrue:
- 18.1. First, Dr Wright himself states in Wright 1 that, “*The purchase of the Bitcoin is evidenced by a contemporaneous purchase order (the “Purchase Order”), that was prepared by my then wife, Lynn (Wright)*” with a footnote that referenced the Purchase Order in the exhibit to Mr Cain’s first witness statement (“**Cain 1**”).²⁴ This statement was accompanied by a statement of truth signed by Dr Wright.
- 18.2. Second, Cain 1, that Dr Wright now disclaims, has at paragraph 1, “*I have conduct of this matter on behalf of... Tulip Trading Ltd (“TTL”) by whom I am duly authorised to make this statement*” (emphasis added). It is Dr Wright who controls TTL and Dr Wright who authorised Mr Cain to make Cain 1. Moreover, it is clear that Mr Cain based his evidence on what he was told by Dr

¹⁹ The sole reference to this at Wright 5, §19.4 where Dr Wright refers to documents printed from MYOB. That is not the origin of the Purchase Order for the reasons I explained in §40.3 of Elliss 1.

²⁰ Wright 5 §19.

²¹ “*For the avoidance of doubt TTL’s position is not that the Purchase Order represents contemporaneous proof of the transaction*”. Wright 5, §21

²² Wright 1, §21

²³ Wright 1, §22

²⁴ Wright 1, §39 (emphasis added)

Wright.²⁵

18.3. Third, in Dr Wright's second witness statement ("**Wright 2**"), he repeats his assertion that the Purchase Order is contemporaneous: "*The purchase of the Bitcoin is evidenced by a contemporaneous purchase order that was prepared by my then wife Lynn Wright.*"²⁶ This statement was also accompanied by a statement of truth signed by Dr Wright.

18.4. Fourth, it was plainly and obviously relied upon by TTL as such before both Deputy Master Nurse and Mrs Justice Falk.²⁷

The MYOB Records

19. The other piece of contemporaneous evidence previously relied upon by Dr Wright in relation to his claim to ownership of the 1Feex Address is the data in the MYOB accounting system for the Craig Wright R&D Trust. As I explained in paragraph 11 above, the Enyo Defendants have recently demonstrated that the available MYOB accounting records were not contemporaneous at all and were in fact entered in March 2020 by Dr Wright.

20. Dr Wright's response to this allegation bears repeating in full. Dr Wright says:

*"The MYOB records referred to were generated for the purpose of separate legal proceedings in Florida. The indicative records were generated by my previous solicitors Ontier LLP and without the involvement of TTL or me. It is therefore not TTL's case that the MYOB records represent contemporaneous evidence of the transaction."*²⁸

21. So far as the latter point is concerned, it has been TTL's case that the MYOB records were contemporaneous. In **Wright 2**, Dr Wright stated in terms that TTL had given clear and unequivocal evidence that it was the legal owner of the digital assets which included "*contemporaneous accounting records of companies which show the Bitcoin in the Addresses from 2011 (as set out in paragraph 106 of Cain 1 and [OJC1/2/187])*".²⁹ Paragraph 106 of Cain 1 referred to both the MYOB and Xero records (the latter of which did not show the digital assets being held before 1 January 2014). So Dr Wright was saying in terms that the MYOB records were contemporaneous accounting records.

22. Dr Wright also appears to be suggesting that Ontier generated "*indicative records*" that were then

²⁵ Cain 1, §104 (last sentence)

²⁶ Wright 2, §24 (emphasis added)

²⁷ TTL's Skeleton Argument of 24 February 2022, §60 and §68

²⁸ Wright 5, §39

²⁹ Wright 2, §26

provided to lawyers in the US for the purposes of the Kleiman Proceedings in Florida (and then later relied upon to obtain leave to serve these proceedings out of the jurisdiction). It is wholly unclear what Dr Wright means by “*indicative records*”. It would obviously be incredibly serious if Dr Wright is suggesting that Ontier created records for the purposes of any proceedings that were other than authentic. Indeed that seems highly unlikely. The MYOB accounting records to which I previously referred were included in an email that was sent by Dr Wright to Steve Shadders³⁰ and bore the clear indicia of Dr Wright having made the relevant entries.³¹

23. Whatever the explanation is, Dr Wright’s attempt to distance himself from it is untenable. Dr Wright must have known what he now says about the provenance of the documents at the time that he instructed AlixPartners to examine them to support TTL’s claim to ownership, when he authorised Cain 1 and when he permitted counsel to make submissions before Deputy Master Nurse and Mrs Justice Falk³² that the existence of the records supported TTL’s claim to ownership of the Digital Assets.
24. The end result of these concessions is that TTL no longer relies on any contemporaneous evidence in relation to the ownership of the Digital Assets.

C. NEW ASPECTS OF DR WRIGHT’S EXPLANATION OF HOW TTL CAME TO OWN THE DIGITAL ASSETS

25. In Wright 5, Dr Wright provides further explanation as to how he says TTL came to own the Digital Assets. That evidence is both inconsistent with Dr Wright’s previous evidence and internally inconsistent. These matters are ultimately issues to be determined at a proposed preliminary issue trial, but I summarise the Enyo Defendants’ position below to assist the Court in understanding why it remains the Enyo Defendants’ position that there is a strong prima facie case that this whole claim is an attempted fraud on both the Defendants and the Court.

The acquisition of TTL

26. Prior to Wright 5, Dr Wright had provided no explanation as to how TTL had come to own the Digital Assets (as distinct from any other entity controlled by Dr Wright). Nevertheless, TTL’s pleaded case was (and remains) that:

26.1. the 1Feex Address was purchased in late February 2011³³ and various transactions were

³⁰ TWE-3/1

³¹ Ellis 3, §23

³² TTL’s Skeleton Argument of 24 February 2022, §§64-65 and §68

³³ Amended Particulars of Claim, §30

undertaken on the 12ib7 Address over the period 13 May 2010 to 25 July 2010;³⁴

26.2. only irrelevant activity in relation to those addresses had taken place since July 2010;³⁵ and

26.3. the Bitcoin in the Addresses had not been transferred as at the date of the PoC.³⁶

27. As far as I am able to tell (the relevant paragraphs of Wright 5 are unclear and difficult to follow), Dr Wright now appears to say:³⁷

27.1. The Tulip Trust was settled by Dr Wright as the Craig Wright R&D Trust in 1996;³⁸

27.2. At some point (Dr Wright does not say when), the Tulip Trust acquired or incorporated Wright International Investments Ltd. At some point after 1 March 2011 (the date shown on the blockchain for the transfer of the in the 1Feex address), the Tulip Trust acquired or incorporated TTL;³⁹

27.3. Wright International Investments Ltd acquired the Digital Assets in mid-2010 (in the case of 12ib7) and 'late February' 2011 (in the case of 1Feex)⁴⁰;

27.4. Wright International Investments intended to incorporate Tulip Trading to hold the Digital Assets. Accordingly, as a consequence of an unidentified provision of the Australian Corporations Act (which Dr Wright says applies in the context of the Seychelles), upon the incorporation of Tulip Trading, those Digital Assets immediately became owned by Tulip Trading⁴¹.

27.5. Tulip Trading has continuously held and owned the Digital Assets since 2011.⁴² Neither the Tulip Trust nor the Craig Wright R&D Trust has ever held the Digital Assets directly.⁴³

28. There are a number of issues with this new narrative advanced by Dr Wright:

³⁴ Amended Particulars of Claim, §31

³⁵ Amended Particulars of Claim, §33

³⁶ Amended Particulars of Claim, §34

³⁷ Wright 5, §12

³⁸ Wright 5, §12.1

³⁹ Wright 5, §12.3

⁴⁰ Wright 5, §12.3 and §36

⁴¹ Wright 5, §12.3

⁴² Wright 5, §12.5

⁴³ Wright 5, §12.4

- 28.1. First, Dr Wright has not identified the relevant provision of the Australian Corporations Act upon which he relies. Moreover, he has failed to explain how concepts of Australian corporate law have been incorporated into the law of the Seychelles and how this concept applies in the present circumstances. I am unable to comment further on this matter without a full explanation from Dr Wright as to what this alleged doctrine is and how it arises. If Dr Wright is wrong about its application or effect, then even if Wright International Investments Ltd did acquire the Digital Assets (which it did not for all the reasons previously explained), then TTL would not be the owner of the Digital Assets and its claim must fail.
- 28.2. Second, there is no documentary support for this narrative at all. Moreover, the documents that do exist flatly contradict Dr Wright's contention that either Wright International Investments Ltd or TTL owned any assets. Dr Wright has disclosed in the Kleiman Proceedings two 'Letters of Non-Activity' from Abacus (a Seychelles corporate service provider) to Dr Wright dated 21 October 2014 which state, in respect of both Wright International Investments Ltd and TTL, that *"This is to confirm that the above- referenced Company has never traded or entered into any contracts or obligations whatsoever and, consequently, this Company has no assets or liabilities"*.⁴⁴ Similarly, and as I explained in paragraph 61 of Ellis 1, Dr Wright also disclosed an email from Abacus to him on the same date enclosing a series of documents through which he purchased Tulip Trading from Abacus but on which his ownership was to be backdated to 21 July 2011.
29. Dr Wright seeks to explain away these emails in Wright 5. He states at paragraph 45 that he did not voluntarily disclose or rely on the emails demonstrating that he in fact only acquired TTL in October 2014 during the Kleiman Proceedings. He states that the documents originated through a third-party computer that was associated with a former staff member of Hotwire PE Pty Ltd (a company owned and controlled by Dr Wright) that was imaged due to the disclosure obligations Dr Wright owed in the Kleiman Proceedings. Dr Wright then posits, without any evidence whatsoever, that it is likely that his opponent in those proceedings (Ira Kleiman) falsified these documents (despite the documents being disclosed by Dr Wright).⁴⁵
30. I struggle to understand this contention. Dr Wright himself says later in Wright 5 (see paragraph 47) that TTL did not own the Digital Assets until October 2014. This suggestion seems to be intended to align his evidence in that paragraph with the documents that he posits may have been falsified by Ira

⁴⁴ [OJC1/4/685] [TWE-6/5]

⁴⁵ Wright 5, §46

Kleiman⁴⁶ and directly inconsistent with his earlier statement at paragraph 12.5, Wright 5 and in his second witness statement.⁴⁷ I address Dr Wright's contentions about the origin of documents in the Kleiman Proceedings later in this statement.

31. Finally, Dr Wright's reliance at paragraph 46 of Wright 5 on new documents that purport to show the acquisition of Tulip Trading in September 2009 (see [CSW5/33]) should, in the Enyo Defendants' view, be treated with extreme levels of caution. I understand that these documents were not disclosed in the Kleiman proceedings⁴⁸ or the COPA Proceedings. It is very likely that they would have been disclosed if they were genuine contemporaneous documents. In any event, it is hard to understand how and why Dr Wright would pay to incorporate a company in July 2009 but not incorporate it until July 2011 (which is when Tulip Trading was in fact incorporated).

Further detail on the purchase from WMIRK

32. In Elliss 1, I addressed Dr Wright's contention that he acquired the Bitcoin in the 1Feex Address from a Russian online exchange called WMIRK.⁴⁹ At that point, Dr Wright had given no details at all on how or from whom he acquired the Digital Assets in the 12ib7 Address. Dr Wright now says that he believes the purchase of the Bitcoin in the 12ib7 Address was also made through WMIRK in mid-2010 (and whilst he cannot recall exactly when, he says a transaction on purchase should be recorded on the blockchain).⁵⁰
33. At paragraph 40.1 of Elliss 1, I explained that the Enyo Defendants had uncovered evidence that, amongst other things, WMIRK did not broker the trade in Bitcoin at the time that Dr Wright says that he acquired the Digital Assets from it. Dr Wright is now forced to accept that this is correct as a general matter in Wright 5, but to navigate this unfortunate reality states that he undertook a "test transaction" with WMIRK in 2011 by acquiring the Bitcoin on the 1Feex address from it, with a view to 'stimulating interest' in the market for Bitcoin.⁵¹
34. There are obvious issues with this new account by Dr Wright:

⁴⁶ Wright 5, §46

⁴⁷ Wright 2, §25

⁴⁸ Ira Kleiman -v- Craig Wright, Case No. 18-80176, Southern District of Florida, Transcript of Discovery Status Conference on 14 March 2019, page 35, lines 8-13 [TWE-6/41]

⁴⁹ Elliss 1, §38 and §40

⁵⁰ Wright 5, §36

⁵¹ Wright 5, §18

- 34.1. First, as I explained in *Ellis 1*, Dr Wright's account of what happened is entirely implausible.⁵² Dr Wright now adds to that account, that the transaction that he effected was a "test transaction". If WMIRK were not trading Bitcoin (as Dr Wright accepts), WMIRK would have needed to decide whether it had the capability and interest to broker the trade. Once it had done that, it would need to determine whether it could in fact identify a trading partner and the prices that it was going to offer. The trade would then need to be confirmed, Dr Wright will have needed to transfer the Liberty Dollars to WMIRK and communicate the Bitcoin Address (running to 34 case specific characters) with no errors. Dr Wright says that this entire process happened over the telephone⁵³ between Australia and Russia (in a language he fails to identify) without generating a single documentary record. This defies belief. In this regard, it is notable that Dr Wright misstates the 1Feex address in *Wright 5* (which would cause an invalid address error and over the phone would require re-reading the entire address over again to figure out what character(s) were wrong. He has done so in other evidence filed in these proceedings) demonstrating the difficulties involved in correctly specifying a case-sensitive public key of that length.⁵⁴
- 34.2. Second, and as I explained above, the transaction that Dr Wright says he undertook as a "test transaction" with WMIRK was at the time the seventh largest transaction by volume in history.⁵⁵ Given the significant overpayment allegedly made by Dr Wright compared to the prevailing market price, it is likely to be one of the largest (if not the largest) transactions ever by value at the time it was made (the most significant transaction prior to this date seems to have been for US\$164,000,⁵⁶ a tenth of the size of the transaction Dr Wright says TTL undertook). This is just not plausible for a test transaction by a new broker in the market.
- 34.3. Third, Dr Wright has not disclosed any documentary records that would support his ability to fund such a purchase. The purchase was valued at \$1,680,800 Liberty Reserve Dollars which had a value equivalent to the same amount in US dollars (albeit Dr Wright says because there was a limited market for the sale of Liberty Dollars, their real value was reduced). Whatever their value, Dr Wright has not demonstrated he had any Liberty Reserve Dollars at all, let alone

⁵² *Ellis 1*, §40.2

⁵³ *Wright 5*, §17

⁵⁴ In paragraph 13 of *Wright 5* he sets out the full public address for the 1Feex address. The address stated by Dr Wright concludes with a lower case 'f'. The correct address concludes with a capital 'F'. A mistake like this would have resulted in a failed transaction.

⁵⁵ [https://blockchair.com/bitcoin/transactions?s=output_total\(desc\)&q=time\(2009-01-01..2011-03-01\)](https://blockchair.com/bitcoin/transactions?s=output_total(desc)&q=time(2009-01-01..2011-03-01)) [TWE-6/84-85]

⁵⁶ *Ibid.*

sums sufficient to make this purchase, particularly in circumstances where, as Dr Wright explains at paragraph 12.1 of Wright 5, he was facing bankruptcy proceedings at that time. WMIRK would have also needed to be able to accept and convert the Liberty Reserve over the telephone. That is unlikely to have happened.

35. Dr Wright has also now suggested for the first time that he might have purchased the Bitcoin in the 12ib7 address through WMIRK - and believes the transfer would have been in mid-2010.⁵⁷ That would seem to contradict his assertion that he purchased the 1Feex assets in February 2011 as a “test transaction”.⁵⁸ There would be no need for any such test, if he had already purchased Bitcoin from WMIRK in the way he now suggests. In reality, there was no such transaction for the reasons that I have set out at paragraph 34 above.

36. Dr Wright seems to suggest that his current account of events in respect of 12ib7 is corroborated by his dealings with the ATO in early 2014. In reality, it is contradicted by those dealings:

36.1. Dr Wright has previously relied upon a purported Deed of Loan dated 23 October 2012 purportedly between Design by Human Limited and Dr Wright personally in his dealings with the ATO.⁵⁹ In that document Design by Human purported to lend 650,000 Bitcoin to Dr Wright, including those in 12ib7 and 1Feex.⁶⁰ The ATO did not accept that was a true document on a number of grounds which indicated its inauthenticity.⁶¹

36.2. On 10 October 2013 Dr Wright emailed the ATO suggesting that the 12ib7 and 1Feex addresses were now under his control “*as a matter of fate and other circumstances*”.⁶² He did not suggest that he had purchased the 12ib7 and 1Feex addresses (or indeed any other addresses) from WMIRK.

36.3. Mr Williamson exhibited a purported invoice in relation to 12ib7 dated 5 December 2013.⁶³ That document purported to record the transfer of that bitcoin address from DeMorgan to Denariuz

⁵⁷ Wright 5, §36. He seems to contradict this, though, at Wright 5, §41.2 final sentence.

⁵⁸ Wright 5, §18.1.

⁵⁹ See the ATO report dated 21 March 2016 at [OJC1/3/510] §157.

⁶⁰ [OJC1/4/716]. The total number of Bitcoin listed is about 655,275, so some or all of the 1Feex and 12ib7 figures must be included in the total of 650,000 referred to the purported Deed of Loan.

⁶¹ See the ATO report dated 21 March 2016 at [OJC1/3/536] §286.

⁶² [OJC1/2/225]

⁶³ [OJC1/2/221]

Pty Ltd GST Free for AUD 41,948,520.00. That invoice then seems to have been processed by Mr Chesher (Dr Wright's financial adviser) into Denariuz Pty Ltd's accounts. That is flatly inconsistent with the Bitcoin in that address being owned by Tulip Trading Limited.

36.4. At CSW/5/15 Dr Wright exhibits a private ruling of the ATO. That ruling is made in respect of "Craig Wright ABN 97481146384". That ABN is a personal business number for Dr Wright as an "Individual/Sole Trader".⁶⁴ The private ruling explains that on 10 January 2014 Dr Wright had applied for a private ruling relating to a supposed entitlement to a refund under the Tourist Refund Scheme. It explains that:⁶⁵

"In support of your claim you presented a copy of your passport, airline ticket to Singapore, extracts of a number of private rulings issued to you by the ATO, and a tax invoice issued to you by Hotwire Pre-emptive Intelligence (ABN 48 164 068 348) (the tax invoice).

The tax invoice is dated 8 January 2014 and is for, '(the sale... of HotwirePE's rights to Wallet 12 ib7dApVFvg82TXKycWBNN8kFyiAN1dr' and specifies that, [t]his is stored and maintained as physical "Paper wallet"'

36.5. Dr Wright has not produced in these proceedings the tax invoice to which the ATO refers in that private ruling. But it clearly purported to provide for a transfer of rights between a company called HotwirePE⁶⁶ (another Dr Wright entity) and Dr Wright personally. Dr Wright was then seeking to recover the sales tax on that supposed transaction from the ATO. The ATO ruled that he was not entitled to that sum because Bitcoins were not goods. At no point in their private ruling on 28 February 2014 do the ATO refer to Dr Wright having suggested that the Bitcoins in 12ib7 were owned by Tulip Trading Limited.

37. In short, it is clear that Dr Wright cannot provide a consistent account of any dealings with 12ib7, let alone any proof that the address is or was ever owned by Tulip Trading Ltd.

D. OTHER ASPECTS OF DR WRIGHT'S EVIDENCE THAT ARE DEMONSTRABLY FALSE OR IMPLAUSIBLE

38. In this section I will briefly address other aspects of Dr Wright's evidence that I believe warrant a brief response. I am conscious of proportionality and therefore do not address every point made by Dr Wright.

⁶⁴ ABN Lookup: Historical details for ABN 97 481 146 384 <https://www.abr.business.gov.au/AbnHistory/View?id=97481146384> [TWE-6/86]

⁶⁵ [CSW5/16]

⁶⁶ ABN Lookup: Current details for ABN 48 164 068 348 <https://www.abr.business.gov.au/ABN/View?id=48164068348> [TWE-6/87]

The Mt. Gox Hack

39. Dr Wright addresses this in paragraphs 29-34 of Wright 5. Dr Wright has two principal points:
- 39.1. He suggests that Mt. Gox and its then owner, Mark Karpelès (who has publicly spoken about the hack), cannot be trusted without independent corroboration and records of blockchain transactions; and
- 39.2. He says the timing of the hack is inconsistent with the blockchain records, which he says show a transfer in February 2011 (consistent with his case) rather than a transfer in March 2011 (consistent with a hack).
40. However, the blockchain records record that the transfer to the 1Feex address occurred on 1 March 2011 (in any relevant timezone). This is consistent with the evidence set out at paragraph 42 of Elliss 1 in which I explained the publicly available evidence in relation to the Mt. Gox Hack.
41. Dr Wright has also spent considerable time addressing matters unconnected to the core question of the Mt. Gox hack and the evidence supporting it including (i) seeking to cast doubt on the credibility of the owner of Mt. Gox at the time, Mark Karpelès (ii) raising a number of irrelevant technical matters and (iii) referring to another (later) hack to suggest that the relevant Bitcoin could not have come from Mt. Gox. This merely serves to obfuscate and does not in any way detract from the prima-facie evidence relied upon in Elliss 1.

The Australian Tax Office

42. Dr Wright makes numerous references to different ATO investigations into his business affairs and the business affairs of companies associated with him. At different points Dr Wright says that ATO “conceded its error”,⁶⁷ “officially acknowledged the accuracy of my reporting”⁶⁸ and “secured a favourable ruling”⁶⁹ about different matters and prays these events in aid of his broader narrative. Dr Wright has failed to provide the rulings themselves, any contextual information, or even sufficient information to understand to which of Dr Wright’s entities (or issue) these apparent conclusions might relate. It is therefore impossible to test these statements both as to their accuracy or to their broader significance.
43. It is apparent however based on the limited information the Enyo Defendants *do* have about Dr Wright’s tax affairs that any characterisation that suggests that the ATO was satisfied with Dr Wright’s

⁶⁷ Wright 5, §12.1

⁶⁸ Wright 5, §16.3

⁶⁹ Wright 5, §24.3

tax affairs (or those of companies associated with him) and his conduct is clearly false:

43.1. Dr Wright retained Clayton Utz, a reputable Australian firm of solicitors to act for DeMorgan Limited (a company associated with Dr Wright) to act for it in relation to its dispute with the ATO. Clayton Utz terminated that retainer on 6 July 2015 stating, *“Information has been provided to our firm which raises serious questions about the integrity of documents provided by Dr Craig Wright, both to our office and to the Australian Taxation Office. We believe that information to be credible. In these circumstances, we can no longer represent DeMorgan Limited...”*⁷⁰

43.2. On 21 March 2016, the ATO issued its reasons for decisions in relation to Denarius.⁷¹ The ATO was scathing in relation to Dr Wright’s conduct in that investigation. As I have explained in paragraph 55 of Elliss 1, the ATO found that Dr Wright deliberately altered or fabricated materials provided to the ATO.⁷² These findings were consistent with the conclusions reached by Clayton Utz about documents Dr Wright had provided to it and the ATO. Dr Wright seeks to explain this away in paragraphs 41, 42 and 66-70 of Wright 5. None of what Dr Wright says in these paragraphs is credible. His explanation should be read against the clear and reasoned ruling of the ATO.

43.3. In paragraph 70.2 of Wright 5, Dr Wright states that he appeared before the General Anti-Avoidance Review Panel in Australia where he says *“the ATO made extensive efforts to assert that I had fabricated information. However, it is crucial to emphasize that no evidence of wrongdoing or malfeasance was ever discovered during this review.”* This is false. The General Anti Avoidance Review is damning of Dr Wright and noted from the outset of its decision that Dr Wright *“presented various versions of the ‘facts’”*.⁷³

43.4. Dr Wright fled Australia to avoid the ATO’s continued scrutiny of his affairs. As Dr Wright said during his evidence in the Kleiman Proceedings: *“But we ended up with 17 audits a quarter... They shut down my companies’ operating. Effectively, I had to answer at least one thousand pages of documentation on what we were doing a quarter, until I decided to move out of Australia.”*⁷⁴

⁷⁰ Letter from Clayton Utz to Ms Ramona Watts dated 6 July 2015 [TWE-6/88]

⁷¹ [OJC1/3/490]

⁷² Denarius Pty Ltd, Reasons for Decision at [OJC1/3/485] and [OJC1/3/523], for example §§46, 202 and 221

⁷³ ATO, Preliminary GAAR Panel Submission: Craig Steven Wright and Related Entities, 29 August 2014, §34 [TWE-6/98]

⁷⁴ Kleiman Proceedings, Trial Transcript, Day 8, page 99, lines 17-21 [TWE-6/325]

44. I note that Dr Wright also takes issue with my suggestion that he could not prove control of the digital assets. He suggests that he refused to prove control, on the grounds that the ATO was seeking to prove that Dr Wright was the real owner.⁷⁵ That is not consistent with what he said in his first witness statement, where he suggested that the reason that he chose not to provide such proof was that the assets were outside Australia.⁷⁶ Neither explanation is consistent with the explanation that the representatives of Denariuz provided to the ATO.⁷⁷
45. Nor is either of Dr Wright's explanations consistent with the fact that Dr Wright appears to have shared with the ATO an affidavit of Stephen D'Emilio (an Australian solicitor based in Sydney) in which he purported to confirm that Dr Wright had shown him that day that, if Dr Wright wanted to, he could control, and make transactions in, a number of Bitcoin wallet addresses including 16cou, 1933 and 1Feex.⁷⁸ It was subsequently shown that Dr Wright did not control the 16cou or 1933 addresses: see *Ellis* 1, §58, so that Mr D'Emilio cannot (contrary to the apparent wording of his affidavit) have been provided with satisfactory proof that Dr Wright controlled the addresses. Nevertheless, the fact that Dr Wright was prepared to provide such "proof" to the ATO contradicts his suggestion now that he was not prepared to provide such proof.

Source of disclosed documents that were forged or manipulated

46. On numerous occasions throughout *Wright* 5, Dr Wright seeks to disclaim responsibility for documents that have been manipulated or fabricated on the basis they did not originate with him. These claims are demonstrably false.
- 46.1. The documents that the ATO found were forged and manipulated were provided to the ATO by Dr Wright. This is confirmed in the letter from Clayton Utz referred to above⁷⁹ and in the Denariuz 'Reasons for Decision'.⁸⁰
- 46.2. The documents from the Kleiman Proceedings that were found to be forged and manipulated were disclosed by Dr Wright. This includes (i) the email and its attachments demonstrating that that TTL was only acquired by entities associated with Dr Wright in 2014 (contrary to sworn

⁷⁵ *Wright* 5, §41.4

⁷⁶ *Wright* 5, §93

⁷⁷ The ATO appears to have asked for proof in relation to 3 specific addresses and 3 groups of addresses (12ib7 and 1Feex were in the final group): see [OJC1/3/517] at ¶189. The explanation provided at the time for refusing such proof is set out in the ATO's decision at [OJC1/3/518] at §192-194.

⁷⁸ [OJC1/4/575] and the ATO Decision at [OJC1/3/517] at §186.

⁷⁹ Letter from Clayton Utz to Ms Ramona Watts dated 6 July 2015 [TWE-6/88]

⁸⁰ Denarius Pty Ltd, Reasons for Decision at [OJC/3/485], §148, §224

testimony given by Dr Wright that it had been owned since 2011) and (ii) the 1Feex Paper Wallet.⁸¹ This can be simply demonstrated by looking at the Bates numbers stamped on the bottom right-hand corner of each of the documents. The prefix DEF refers to a document that has been disclosed by the Defendant.⁸² The only Defendant to those proceedings is Dr Wright.

46.3. The documents that were criticised by the Norwegian Court were also disclosed by Dr Wright.

The documents examined by the experts in those proceedings were produced by Dr Wright.⁸³ Where the source was not Dr Wright directly, it was documents disclosed by Dr Wright in the Kleiman Proceedings (as to which, see above).

47. Dr Wright appears to be seeking to draw a distinction between (i) documents he voluntarily disclosed as against those he was ordered to disclose and (ii) documents that came from him personally as against documents said to be sourced from entities he is associated with. The underlying point appears to be that Dr Wright says he cannot be held responsible for forgeries of documents held by companies associated with him, even (i) when they were produced by him in the proceedings, (ii) they have his name on them and (iii) where the only reasonable inference for their existence would be to assist Dr Wright in the various disputes he has been involved in. That is simply untenable. Similarly untenable is the suggestion that Ira Kleiman, his opponent in the Kleiman Proceedings, somehow travelled to Australia and planted forged documents on various devices owned by entities associated with Dr Wright (an allegedly globally renowned information security expert).
48. Importantly, some of the strongest evidence against Dr Wright's assertions and TTL's claims has come from images of devices obtained from companies associated with Dr Wright that were seized by the ATO as part of its criminal investigation. These documents were collected before Dr Wright was party to litigation and the need to collect documents for the purposes of disclosure and so have relics of the documents used to create many of the forgeries Dr Wright now seeks to disclaim reliance on. Documents from those sources are likely to be the most reliable as Dr Wright lost access to them before he had an opportunity to remove artifacts that would prove forgery.

List of Bitcoin Addresses Disclosed in the Kleiman Proceedings

49. At paragraph 49, Dr Wright states that the list of Bitcoin holdings disclosed in the Kleiman Proceedings was not produced by him for the purposes of those proceedings. He then gives a convoluted explanation of how that list came to his possession (via anonymous sources) that is not credible before

⁸¹ 1Feex Paper Wallet disclosed in Kleiman Proceedings [TWE-6/349-352]

⁸² Kleiman Proceedings, Transcript of Video-taped Deposition of Dr Craig Wright, page 241 [TWE-6/353-355]

⁸³ [TWE-1/119]

explaining that the list was then disclosed in accordance with his “*continuing disclosure obligation*”.

50. This account is materially misleading. Dr Wright was ordered to produce this list. Dr Wright then swore a statement to the effect that he “*recognised the authenticity of the other documents, including the list of bitcoin public addresses*”.⁸⁴ It is notable that despite Dr Wright’s statement in paragraph 44 of Wright 5 that he “*do not hold any Bitcoin personally, and that all assets discussed were associated with corporate entities I ran... I must emphasise that these are corporate assets and not mine personally. I will further note that none of these assets have ever been mine*” (emphasis added). This is itself directly contradicted by Dr Wright’s own testimony in the Kleiman Proceedings where he says “*The original list [speaking about the list of Bitcoin holdings] that I have of only the first 15 addresses is the – basically what I mined as me....Blocks 1 to 15 are the addresses that Craig Wright mined as Craig Wright.*”⁸⁵

Criticism of Norwegian and English Lawyers

51. At paragraphs 61 and 62, Dr Wright casts blame on his Norwegian and English lawyers for the findings of fraud and dishonesty made against him in the Granath v Wright Proceedings (Norway) and Wright v McCormack Proceedings (England). Whilst stating that his legal counsel acted incompetently and contrary to his instructions, he has declined to disclose any evidence that would support that contention. In the Norwegian proceedings, Dr Wright has not sought to overturn the outcome based on ineffective assistance of counsel. This is telling.

False Evidence in Wright 6

52. At paragraph 16.6 of Wright 6, Dr Wright addresses the email posted online by Christen Ager-Hanssen from Calvin Ayre to Dr Wright and others that I referred to and relied upon in Elliss 4. Dr Wright states that “*Mr Ager-Hanssen does not provide the alleged email itself, but rather certain text which was said to have been included in the actual email. To my knowledge the email is not authentic and does not exist.*”
53. Mr Ager-Hanssen has since posted the email itself (rather than the text).⁸⁶ Mr Ayre, the sender of the email, has also independently confirmed its authenticity.⁸⁷ The above denial by Dr Wright is therefore

⁸⁴ Kleiman Proceedings, Dr Wright’s Confidential Supplemental Response to Plaintiffs’ Interrogatories, 12 March 2020 [TWE-6/356-360]

⁸⁵ Kleiman Proceedings, Transcript of Day 7, 9 November 2021 [TWE-6/509]

⁸⁶ Christen Ager-Hanssen Tweet, 2 October 23 at 12:42 [TWE-6/608-611]

⁸⁷ Calvin Ayre Tweet, 2 October 2023 [TWE-6/612]
<https://web.archive.org/web/20231002063726/https://twitter.com/CalvinAyre/status/1708715551999074457>

false and must have been known to be false by Dr Wright because Dr Wright and his wife, Ramona Ang, are recipients of the email.

Autism Spectrum Disorder as an explanation

54. As an overarching point, Dr Wright repeatedly relies on his stated ASD diagnosis as an explanation for the repeated findings by different Courts that he has forged documents and given dishonest evidence. The Enyo Defendants' position on whether Dr Wright in fact has ASD (and if he does, whether it manifests in any way likely to impact on an assessment of his integrity) is reserved pending an examination.
55. In any event, in each of the following proceedings: (i) Craig Steven Wright v Peter McCormack (QB-2019-001430), (iii) the Kleiman Proceedings and (iv) Granath v Wright, (Case No. 19-076844TVI-TOSL/04), the Court has been aware of Dr Wright's claimed diagnosis and it can therefore fairly be assumed that it took the matters set out in paragraph 56 of Dr Wright's statement into account before reaching the conclusions that they did. As I noted in paragraph 33 of *Elliss 1*, Mr Justice Chamberlain expressly mentioned that he had taken into account what Dr Wright had said about his ASD before making findings about Dr Wright's dishonesty. Whether or not Dr Wright has a medical condition it cannot excuse forgery and dishonesty.

E. CONCLUSION

56. In *Elliss 1*, *Elliss 3* and *Elliss 4*, I explained in detail and with reference to underlying documents why the Enyo Defendants have a strong prima facie case that TTL's claims are fraudulent and based on forged and manipulated documents. Far from rebutting that prime facie case, *Wright 5* abandons much of the evidence previously relied upon; seeks to case blame on others (including professionals); and introduces new, implausible and internally inconsistent accounts of how TTL came to own the Digital Assets.
57. In the Enyo Defendants' respectful opinion, it would be grossly unfair and unjust to put them through the hugely invasive and costly process of defending the substance of TTL's claims before the questions of ownership, fraud and forgery are determined.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of Court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



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Timothy William Elliss

1 November 2023