Slobodan Praljak

THE WAY IN WHICH THE REGISTRY OF THE HAGUE TRIBUNAL (ICTY) INVESTIGATED MY PROPERTY AND FORMED A CONCLUSION

THE WAY IN WHICH THE HAGUE TRIBUNAL (ICTY) ACCEPTED THE ARGUMENTS OF THE REGISTRY AND DELIVERED A DECISION

Facts

www.slobodanpraljak.com

Zagreb, September 2015

free sample

Publisher:
Udruga “Knjiga”
Kraljevec 37
HR-10000 Zagreb

Layout:
Bee biro, Zagreb

ISBN 978-953-58683-0-9

A CIP catalogue record is available in the Online Catalogue of the National and University Library in Zagreb as 000911978.

Dear readers!

I compiled this book of documents because this is the only thing I could do in the attempt to preserve a minimum of my human dignity, and to place at your judgement the logic of my rational mind.

I cannot briefly retell the contents.

Hoping that someone at least will read it, I send you my sincere regards.

Slobodan Praljak

A

SLOBODAN PRALJAK'S RESPONSES TO THE REGISTRAR'S QUESTIONS ON HIS FINANCIAL MEANS

DOCUMENTS A-D1 TO A-D18

REGISTRY OF INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
P.O. Box 13888
2501 EW The Hague
The Netherlands

Registered mail

Zagreb, 6 October 2005

Subject: Prosecution v. Slobodan Praljak et al. IT-04-74

DEAR SIRS

THESE ARE **REFLECTIONS**, THIS IS AN **APPEAL**, THIS IS AN **EXPLANATION**!

I STATE THE FACTS THAT, UNFORTUNATELY, WERE NOT COMPLETE

My counsels have, according to my instructions, presented and confirmed my financial status accurately and precisely.

As far as Mr. Jovanovič is concerned, I have signed the very statement that shows the accuracy and verity of my financial status. I also guarantee and confirm the matter under full moral, material and criminal responsibility.

In desire to avoid making the entire case complicated through intricate, albeit true, balance-account theme variation regarding my financial status, I intentionally, and to my own disadvantage, omitted my debts.

ABOUT MR. JOVANOVIĆ

He appeared with request to discuss my financial status, with legal and legitimate request, but in a manner that does not exist in countries that present themselves as civilized and humane societies, he appeared with questions and demands that are rather imperial, his requests break the "Kinderstube", these requests of Mr. Jovanovič were against the basic legal regulations.

He asked me to bring the people who are other legal and natural persons and to answer his questions which I could not answer unless I presume to have the rights which I am not entitled to.

"Who does this house belong to", asks Mr. Jovanovič, and I answer him that a proper question should be, "Is this your house?".

The house in question was the house at Kraljevec 35a or 37, as newly built houses are confusingly referred to.

Regarding the question "Is this your house?", that I consider appropriate and legally correct, my answer is: "This is not my house, I only reside in this house, the furniture in this house is not mine, in this house only the paintings are mine and so are the books and if you want to, Mr. Jovanovič, you can take a look at them and estimate their value."

About the matter who does the house belong to, you can be informed in the cadastral office of the City of Zagreb and in the land registry where the names of real-estate owners are entered.

When it comes to Mr. Jovanovič's question, who does the car in front of the house belong to, I answered him that, again, a proper question would be "is the car in front of the house at Kraljevec 37 your car", and my answer would be "the car in front of the house at Kraljevec 37 is not my car and information about who does this car belong to, you, Mr. Jovanovič, can get from the Croatian police. You are authorized to get such information and the police shall give it to you quickly and effectively."

However, I cannot and I am not allowed to talk about it, for my talking about the matter would mean that I appropriate the rights I am not entitled to; in fact, I cannot present the information about third parties.

STORY NUMBER TWO

ABOUT THE KRALJEVEC HOUSE OWNER, ABOUT THE DOCUMENTS

I asked my brother, Zoran Praljak, Ph.D., from Makarska, can I for the purposes of this "Epistle" present the information about the house at Kraljevec 35a/37 and, having obtained the authorization, I present the information.

A. The Sale and Purchase Contract between Štefica Kunović and Zoran Praljak regarding the purchase of a plot at Kraljevec 37 was made on 17th of October 1994. On this plot, a house was built that the Secretariat of the Tribunal "considers", "presumes" and "believes" that it belongs to me and that I, Slobodan Praljak, hid it and hushed it up by various ploys, so today, the house at Kraljevec 37 is a property of another person, and truly, there is a big fraud hidden behind all that.

B. on 24th of October 1994 the CITY SECRETARIAT FOR CONSTRUCTION, PUBLIC UTILITY AND HOUSING AFFAIRS, TRAFFIC AND COMMUNICATIONS of the City of Zagreb issued a Preliminary Licence for the house construction under number UP/I – 361-39/94-01/295 to Zoran Praljak. The same authority adopted a Decision on the amount of money that the investor Zoran Praljak had to pay for the public utility fees of the City of Zagreb on 7th of September 1999.
On 8th of October 2001, the Department of Financial and Accounting Affair, the Division for Collecting the Outstanding Debts of the City Office for the Development of the City of Zagreb issued a reminder to Zoran Praljak, Ph. D., for not settling all the legally prescribed expenses of the public utility fees and that they, namely the above cited departments would sue him, if he did not settle all the expenses.

With the authorization of my brother, Zoran Praljak, Ph. D., I attach all the information given above to this letter.
This much from me.
As to whether he is going to allow this and why is he going to allow this and does he have to allow the inspection of the rest of the documentation regarding the house at Kraljevec 35a/37, which documentation weighs several kilograms, he has to be contacted personally; I think that

it is necessary to cite some reason, legal, of course, under which Zoran Praljak would have to allow it.

One question remained unexplained in the entire story, which is in every view relevant for the Secretariat of the Tribunal I write to, which is; "Why was this house in a certain short period of time my property?"

Neither Mr. Jovanovič has raised this question, nor did I, after the statement that the house was not mine, find necessary to explain the stories and events and family matters that have no connection to the merits of the case.

But for this occasion, here is the part of the story, a part, I say, not for reason that I'm hiding something, but for reason because these are intimate stories, complex, family stories, voluminous like Tolstoy's novels.

STORY NUMBER FOUR.

SOME INFORMATION ABOUT THE AUTHOR OF THIS EPISTLE, ABOUT HIS WORK, IN ORDER TO EXPLAIN THE OWNERSHIP OF THE ENTERPRISE "OKTAVIJAN". ALL THAT BASED ON THE INFORMATION AND FACTS SO FAR AVAILABLE AND PUBLISHED TO THE CROATIAN PUBLIC.

I was born on 2nd of January 1945 in Čapljina. After Secondary School (six years in Široki Brijeg, two years in Mostar), I was admitted to the Faculty of Electrical Engineering in Zagreb.

I graduated in electrical engineering in the early 1970 (January) and the title of the thesis, graded excellent, was "The Correction of the Chromatic Image in the Electrical Signal Domain"; I graduated in Philosophy a year later with the thesis "The Possibilities of Establishing Ethics in the Work of Karl Marx", and I graduated from the Academy in 1972 with the average grade of 4.7. The highest grade in that Yugoslav educational system was 5. During my studies, I worked in Stockholm one summer, and in Germany for five summers as a parking lot guard, and as waiter as well, and I brought home a sort of waiter certificate.

I am very proud of this certificate as well.

Ever since 1970 I have been working as laboratory manager for electrical engineering at Technical High School, one of the best in Croatia, and as chief of illumination in a theatre in Zagreb.

After 1972 and after graduating from the Academy of Drama and Film Art, I have been professionally connected to theatre, motion picture and television.

After the political events in Croatia in 1971, I've been declared as "Croatian nationalist", which was at the time, and remains so today, (and shall be forever) a label for people that had and kept and quested for a minimum of the human dignity, they quested for a minimum of democratic social norms, people who asked for and promoted the right of people to freedom and unhindered development of market economy and democratic social system, they asked for and promoted human rights and dignity of man, as a member of society and as a citizen as well. The punishments for such attitudes were various.

I, unlike many of my friends and acquaintances, have never been imprisoned, but on the other side I have been denied the full scope of my work and the development of my possibly existing talent, I've been short-changed in the development of my life vocation – director.

What I've done isn't, according to my belief, for the reasons of being politically unsuitable, by far enough, nor proportional to my will and energy, but it is not worthless either.

Here are some titles:

Brecht: Man is Man.

J. C. Grumberg: Dreyfus

A. Burgess: A Clockwork Orange

A. Koestler, S. Kingsley: Darkness at Noon

(I enclose the photos of the posters)

All in all, some twenty theatre pieces, two TV-movies, some twenty documentary films and one feature-length film. Let everything so far listed, if the esteemed gentleman can use it, serve the prosecutor Scott in order to avoid any doubts about the date of birth and other biographical information cited in the indictment against me. By this, a possible confusion can be avoided; whether this dreadful indictment refers to this person at all, to say nothing about the belittling of the person, for whom the indictment does not even give the correct date of birth.

While working on my first feature-length film, I had been left without money in the last quarter of work by the state producer, for they have stolen everything they could steal, for they have spent the budget approved by the state on issues that have nothing to do with the film.

From negative editing and onwards, which is no small work, I had to manage on my own. It was possible to establish something that, by the valid rules of the time, looked like an enterprise known as such in the West, which was called "permanent film working association".

It was the end of the 80's and I, begging from companies, managed to raise enough money to pay the last liabilities to actors and to finish several copies of the film – positive.

I was invited to the festival in Mannheim and to several festivals in the former state. During the political turbulences in the 90's and during the war I participated in, TFRZ (permanent film working association) "Oktavijan" (this could be only conditionally called an enterprise) had an account and occasional, modest at best, cash flow. After I quit the army (following my retirement) on 4th of October 1995, I became the management board president of an enterprise which was, according to all western standards, multiply bankrupt, namely "Chromos-paints and varnishes". Forced to deal with constant, repeated, unfounded and false accusations, that have appeared in some Croatian papers related to my name and my work for years, I wrote several dozens denials, sued several journalists and with more or less miserable results of my

endeavours, rather pitiable for me, at one moment I printed a poster and pasted it all over the city of Zagreb.

I enclose this poster and the note in the newspapers about this form of struggle against lunatic production of false stories about people and events.

I could write a relevant scientific study about this matter and why is that so in more or less, less or more, all post-Communist states and societies, if someone asks me to do so or if I receive a fee for it.

While dealing diligently and passionately with social problems, problems of morals and the philosophic discipline which strives to understand it, dealing furthermore with ethics, researching the relation of the production of social notions, self-production of social delusions, dealing with, in fact, the philosophy of history, as points of support, with respect to the despair of the individual within historical delusions and changes, two biblical sayings were persistently appearing to me:

"I have spoken and saved my soul" and "But let your communication be Yea yea; Nay nay: for whatsoever is more than these, cometh of evil".

I believe in those sayings because I believe that the social events appear on a phenomenological level, as enormous energies, more or less determinately chaotic, in which even significant individuals play only foreseen and expected roles with text previously assigned, all this can actually be observed as a physical law with very, very complicated differential equations whereby the ultimate solutions can, with a big degree of caution, only be speculated upon.

Only occasionally and only in some limited models.

It follows that the individual is, in relation to such energies and turbulences, more or less, less or more, insignificant and that his powers are weak but not nonexistent.

He, namely the individual, does not have the attributes of God but his attitude he must express, participate he must, write he must, fight he must.

That what in most of occasions seems to have no effect whatsoever, is simply not true, for the effect and action do exist on the level of small energy, on the level of small scope of this energy; on the time horizon, when it seems that nothing happens for ages, when it seems that all this is in vain and pointless and eventually stupid.

Convinced that this is not so, I do not deal with the scope of one's own action, acts, words.

Based on that point of view and attitude, I pasted the posters of "Chromos" all over Zagreb.

And so a group of Croats from Germany, with more than ten years of work in developed capitalism under their belts, wanted to purchase this enterprise that I had steered to a good

business path, establishing good and proper business relations with many respected companies, like "Baasf", "Vianova", "Beyer" and especially with "Sigma coting" from Amsterdam.

We failed (to be more specific – they failed), because the state gave its shares in that company to PIFs (funds for sufferers of war and refugees).

I was an adviser to those people for they were my friends and for they trusted me.

And after I left this factory, they purchased real estates that "Chromos" was selling, as persuaded by me.

I can't, I'm not allowed to, I do not want to and I will not mention the names of the rest of them, but since Dr. Pušić has been mentioned on the poster, which means that he already agreed to go public, I am free to say that he is the citizen of the Federal Republic of Germany, that he's been working in that country more than 35 years.

They purchased the plot for a certain amount of money, they sold a half of the purchased plot to a company from Slovenia for a certain amount of money, and they duly paid the transaction taxes.

Then they brought half of the land with the half of total value of /approximately 2 million German marks, approximately 1 million Euro/ into "Oktavijan" at my proposal.

Why did the evaluator, in respect to the said half of two million euros, why did the evaluator estimate the plot purchased on the market for 1 million Euro at 5 million euros, that is, approximately 35 million HRK, is a question that cannot be solved easily. In his evaluations, he, in line with the old habits that still in many aspects rule this society, applies Communist methods. He also estimated the buildings on this plot, although they must be demolished, and therefore not only represent no value, but by all logical laws of economy represent loss, proportional to the price of their demolition.

Let's not even talk about the expenses of the rehabilitating the land where the chemical factory was located.

However, if someone should come to negotiations instead of a man like Mister Jovanovič, namely someone educated, informed and expert, someone who hasn't been working for secret services of an authoritarian state before, someone who understands and respects the laws of state and the individual, someone who is not arrogant and big-headed, someone who in his thoughts does not establish imperial rights, I would direct him and show him the way by which he can arrive at the relevant facts about the truth of Slobodan Praljak's property, I would direct him to the method of how can that be found out without my breaking the law and talking about people and their businesses that were, in any way, related to me.

As the legal definition goes – I cannot dispose of the rights that belong to other persons, I'm not authorized to do so.

And thus, by registering the real estate, has "Oktavijan's" equity capital become large, and I, rewarded with not really significant amount of money for my part in all this, was left out of the game. I spent the money obtained for the role I played and the role I agreed to play on many things.

If ever, and whoever should be interested, within frames of the possible discussion on the character of the suspect Slobodan Praljak, I shall say where and for which purposes has the money been spent that I obtained for the mediation in those financial transactions. All that took place before the indictment before the Tribunal had been raised!

I want to make a small addition at the end of the story of "Oktavijan", its owners and their businesses.

They purchased "Pristanište and Skladišta" at my proposal and following my advice.

Recently, my counsel, Mr. Kovačić, reacted to a false accusation of an important and significant daily newspaper in Croatia. I enclose with this "paper" the text in question, this answer, convinced that those texts of madness are not created without a method (good old Shakespeare).

What have I got in return for advising the purchase of "Pristanište"?

The position of a procurator, which means trying to find business for this company, going with business partners to dinners and all that, as well as paying for the necessary gifts with the company's "American Express" credit card, as is customary in all market economy societies.

I also received a credit in the amount of 300 000 HRK /approximately 40,000 Euro/ that I spent in order to settle some debts, for example, the one that I had incurred from lending the money to the esteemed President of the Croatian Writers Association, [redacted]. This credit, taking into the account my present condition and status and rights, I have no idea how shall I return. All this happened before the Indictment before the Tribunal had been raised.

The amount of credit exceeds the values I cited as my property.

We could go further on with this, although I believe that I'm becoming somewhat dull.

ARE THERE ANY QUESTIONS?

Why a man, after four years of war, a general, not an entirely insignificant and unknown member of the community called the Croatian society, goes to work and takes over a bankrupt company?

Why does he do that, when he could be a member of boards of some successful companies, with good, secure and decent allowances without great responsibility?

Why Slobodan Praljak, if wealthy, works for such a small salary – please view the poster and information cited publicly.

Why does he give up his rights, given by the contract with "Chromos" that guarantee him the significant amount of compensation money?

If he renounces the compensation money guaranteed by the contract that easily, he must be rich, he must have money, but why someone who has got money does such a hard job of pulling the bankrupted company out of the gutter and why does he do that for a such small monthly compensation?

Could this perhaps be an ethical person, or has the black light of the accusation already defined my entire life and all of my work?

I cannot, I don't want to, nor am I allowed to accept such thing.

I don't know how successfully or for how long shall I fight for the truth about every detail, every moment and every part and deed in my life.

Regarding all other disputable matters, about my wife's apartment, about the boat I purchased in an auction for approximately 2,500 Euro, after being blown up by the JNA missile in the Dubrovnik marina and being on the bottom of the sea for more than a year and a half, everything is clear.

YET ANOTHER STORY

ABOUT MY WIFE'S APARTMENT

And so I got married (after my first unsuccessful marriage) to another woman, I got married on paper, formally, properly according to all positive regulations, I got married to a woman who, as her dowry, brought me two children, "two golden apples" as she says and I have nothing against this statement, I got married after we have lived in a common-law marriage, which was nice, cosy, vivid and filled with enough problems and difficulties, that the proportion of fortune and misfortune should be balanced and fulfilled in a harmony adequate to human beings.

As dowry, she also brought an apartment from her first marriage, which is her apartment and her earlier marital acquisition, and Mr. Jovanovič's question "Why didn't we regulate this by contract" and statement "We had to regulate it by contract" as well as "We should have regulated it by a contract", I found, and even today, I find it rather offensive, actually downright indecent, I found those questions devoid of any good human tradition, vulgar and without any valid legal basis whatsoever.

The oral agreement among people is legally binding in all countries that have sent Mr. Jovanovič to me, in all those legal systems, an agreement confirmed by both parties is considered valid.

Could it be that I am mislead in this claim, perhaps I'm ignorant, perhaps that is not so?

And so, her apartment, if she decides to abandon me, to leave me, if she decides and whatever she decides, remains her property, and neither Jovanovič nor the Secretariat of the Tribunal in Den Haag, I believe, cannot want or wish it to be different.

ANOTHER SHORT STORY

ABOUT TOBACCO IN HERCEGOVINA, ABOUT GTI FACTORY, ABOUT LAWS IN BOSNIA AND HERZEGOVINA, A COUNTRY THAT MANY PEOPLE MORE AND MORE OFTEN CALL MERELY BOSNIA, OUT OF LAZINESS OR SOME OTHER, POLITICALLY COLOURED REASONS

After these regions, inhabited by Croats, or more specifically, Croatian regions, have been civilized for several centuries by nations, great and powerful, after Turks, and Hungarians, and Venetians, and Austrians, and Serbs have all demonstrated their force here, and all these civilizations and all the culture and all the cultural influences could almost completely be reduced to pillage and plunder, to recruiting soldiers to battles foreign to us, to expulsion, to rowers on galleys, to hewing down forests and men, to all kinds of tolls, all these today so much glorified, historical, cultural interactions among nations, according to my knowledge are nothing more than usurpation. The history of that time is bloody and harsh and destitute and miserable, at least as far as Croats are concerned.

Here, near the island of Vis, Italians fought against Austrians, a bit closer to the coast near the island of Hvar, Russians stroke against French, and Napoleon expanded his territory all the way to Zagreb and Dubrovnik, bringing God knows what benefit to these regions. The same great army leader abolished the Republic of Dubrovnik, and the aristocracy, humiliated and without freedom, ceased to procreate and became extinct in a mute protest against these great ideas and global movements.

And so on, and so forth. Always getting the same from the beginning by those who surround us, pillage exerted over people and goods of a certain region inhabited by a small and therefore weak nation, Croats.

With the arrival of Austrians, the situation was good only to the extent that it wasn't as disastrously bad as it was under the Turkish severe regime.

Good, as a degree of bad.

During the Austrian reign, tobacco of high quality and good even if health-damaging effects of smoking are taken into the account, was planted in Herzegovina, and cigarettes were made from this tobacco that were smoked by smokers on all European courts. Even in 1950, this relatively small territory produced some 15,000 tons of high quality tobacco. Today only several tons of tobacco are in production, and maybe this is good for the population's health but for the economy certainly isn't.

As for the health issue, people still smoke, except they now choose «Virginia» and «Barley», rather than «Hercegovac».

It was worth trying to restore the production, to allow people to make money by planting tobacco, and I therefore endeavoured, with some dozen other individuals, to make a factory which would help people pursue a trade which is in their blood, as they had pursued it for centuries.

What about the laws which others design in this country, what about globalization, what about the force of powerful companies?

Attempt failed, factory closed down.

I wrote public letters, made explanations, compared laws and protections provided by other states, sent these musings to more than five hundred addresses, persistently and constantly, and yet the success of this writings of mine was less than zero. And has remained so.

Even now, I stand by every word written and by every argument, I stand by all stated standpoints and explanations, I stand by my defeat in this entire endeavour and in this entire project.

In the spring of 2003, I left the project tired, with resignation and without profit.

For years, the factory has either been out of operation or has produced some cigarette substitutes for giving up smoking, and even that has been closed down.

For example, cigarette producers from Croatia pay the same dues to the state as domestic, Bosnian-Herzegovinian ones, and when imported, they are exempt from paying any customs duties by state contract.

As about 15% customs duty is paid on all primary materials and manufacturing components for domestic factory, if we disregard the ability of powerful forces to purchase everything at a lower price, it turns out that the price of the domestic product is 15% higher to begin with.

And while all the informers, all the journalists, all the secret agents from all the services who meddle around on these premises claim that anything where I turn up in any business capacity is my property – this is how it is; it's inaccurate, it's untrue, it's a job poorly done, but there is nothing I can do about it.

To issue a denial would be ridiculous, everyone knows everything even without any evidence or facts, and few are interested in the truth anyway.

Thus, according to Croatian press, I bought and was the owner of the large tourist complex «Anita» from Vrsar, I bought the «Jadran» hotel in Tučepi, near Makarska, I owned a quarry of some sort, I wanted to buy stocks from Aluminium Integrated Plant in Mostar and so on.

And in Croatia, ownership of anything that someone might have can be verified on the Internet.

The majority of these newspapers and journalists in Croatia are reformed and retarded communists, hysterical in their grief over the lost system, so dear to them, so that these newspaper litanies of theirs are beyond good taste and better practices.

What is one to do, as democracy, like the freedom of the press, is guaranteed, denials are published (if published at all) on back pages, in a corner, legal proceedings take years and everything in the end becomes subject to statute of limitation, the stories remain, they become perceived as truth and it no longer matters «Who Killed Liberty Wallace», but rather who had, according to the story, killed the thief and won all the glory.

This is how things are and enough said.

ON PROVING INNOCENCE. ON PROCRUSTEAN MODEL

The Secretariat of the Tribunal has turned "belief" and "opinion" and "assumptions" into facts, without proving anything against me, or making an effort to prove; circumstantial evidence, and stories possibly commissioned were transformed into facts, irrefutable and clear facts, like anything supported by the unquestionable, international power and strength and force.

You have moulded that famous Procrustean bed and forced me into it without hesitation and without legal questioning of facts, and I therefore write this lengthy explanation.

And when the Secretariat's opinion was confirmed by the judges of the Tribunal, I was afraid of this Procrustean model, afraid I say, and yet I have no fear.

Although this last statement seems contradictory, I hope it is still comprehensible, I fear the model, and yet I have no fear.

I need to fight.

AND A QUESTION AT THE END, A HYPOTHETICAL QUESTION, AS A KIND OF *GEDANKENEXPERIMENT*

And even if all that I have so far stated wasn't true (and it is), if everything claimed to have been mine was so (and it wasn't mine), was I allowed to manage it as I liked and wanted?
Was I, until the indictment was brought, a free man, and didn't my freedom include the right to dispose of my assets according to my free will, the free will of a free individual, and if I, therefore, was a free man, and if I had what was imputed that I had, wasn't I allowed to spend all my hypothetical property on drinking, gambling, prostitutes, or give it away, all within the rights of a free individual to dispose of his property as he wishes, within the positive laws of a country which has legal authority over the said individual.
I believe that I was entitled to such a thing.
Or, was I guilty even then, even before the Indictment, and should I, according to the same logic, already feel as severe war criminal, while the trial has not even begun yet.
With all due respect, Gentlemen, I cannot and I do not want to, and indeed I will not, agree to this logic.
And you're powerful and mighty and legally unquestionable, yours is, as our people say, the final word.
But I'm still allowed to both write and speak about justice.

With kindest regards,
Sincerely yours,

Slobodan Praljak

P.S. I hope the translator will take the trouble to respect, apart from the grammatical one, also the stylistic thread of this letter. Thank you.

Cc: Mr. Frederik Harhoff, Chambers-Senior Legal Officer

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Fax 00 31 70 512 86 37

REGISTRY OF INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
2501 EW The Hague
The Netherlands

Zagreb, 19 October 2005

Re: Prosecutor v. Slobodan Praljak et al., IT-04-74

Dear Sir/Madam,

Ms. Nika Pinter gave me a translation of Mr. Petrov's letter of 17 October 2005 as well as some additional explanations about the jurisprudence and practice of the Tribunal in similar situations.

I hereby wish to inform you that in my letter of 26 September 2005 I stated that in the process concerned I will conduct my defence myself. Namely, I have no more financial means for paying the defence and have no other recourse. I have not changed this decision.

Last week I sent a letter to the Registry in which I gave additional explanations concerning my financial situation and I expect the Registry to assume a stance regarding this issue.

Respectfully yours,
prof. Slobodan Praljak, Master in EE
/signed/

Cc:
Božidar Kovačić
Nika Pinter

REGISTRY OF THE HAGUE TRIBUNAL

Zagreb, 28 October 2005

Yes, I wish to conduct my own defence in the process which the Tribunal is carrying out against me.

Slobodan Praljak
/signed/

P.S.

Reason!

I have no money to pay the lawyers, and they do not want to work for free.

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REGISTRY OF INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
OLAD – Attn. Mr. Sebastian van de Vliet
P.O. Box 13888
2501 EW The Hague
The Netherlands

Zagreb, 2 November 2005

Re: Prosecutor v. Praljak et al.
Related to: Your letter of 28 October 2005

Dear Mr. Van de Vliet,

I received your letter of 28 October 2005 in which you seek a clarification of my submission of 6 October 2005. Hereby I wish to inform you that with my letter of 6 October 2005 I wanted to explain all the relevant facts regarding the procedure of approving legal aid to the defendant.

Everything stated in that letter is true and I stand by my statements. It is up to you to interpret this letter in a way you find suitable.

In any case, in the telephone conversation with Mr. Martin Petrov in the evening of 28 October 2005 it was agreed that a discussion on that topic will be organized during my planned stay in The Hague between 7th and 10th November this year.

Respectfully yours
Slobodan Praljak
/signed/

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REGISTRY OF INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
OLAD – Attn. Mr. Sebastian van de Vliet
P.O. Box 13888
2501 EW The Hague
The Netherlands

Zagreb, 15 November 2005

Re: Prosecutor v. Praljak et al.
Regarding: Meeting of 8 November 2005

Dear Sirs!

Present at the meeting which was held on 8 November 2005 in The Hague in the building of the Tribunal were a young lady whose name I do not recall (I apologize), Mr. Van den Vliet, interpreter Ms. Sandy Grubić and I, the undersigned Slobodan Praljak.

We concluded and agreed upon the following standpoints and principles:

A. Until the moment of filing of the indictment Slobodan Praljak was a free man which includes the freedom of disposal with property according to free will in accordance with positive rules of the country whose citizenship he holds.
B. It is not possible to impose models which are not legally binding or are not usual or are contrary to fundamental cultural principles in the world in which Slobodan Praljak lives.
C. Because in The Hague there are different models and forms of behaviour, including behaviour in the business world, it doesn't mean that the models in the world of Slobodan Praljak are untrue, bad, or in any way less valid from the models to which the ladies and gentlemen with whom the conversation was held are used to.

Slobodan Praljak stated, and reiterates once again that his statements are accurate and true, and that the information which the lawyers of Slobodan Praljak gave to the Registry are accurate and true, and that the information which Slobodan Praljak wrote in the letter to the Registry are accurate and true, that the documents which are attached to this letter are accurate and true and that the information which Slobodan Praljak gave in The Hague during the above meeting are accurate and true.

I repeat.

1. The apartment in Ilica 109 belongs to my wife, it is not a marital acquest, because my wife Kaća received this apartment as a gift from me in return for the apartment which she had in Zagreb on the Francuske Republike Square, which, with her consent, I sold and spent the money. Our agreement was that I would return the apartment to her.

   When I got from the Ministry of Defence the apartment in Ilica 109 as tenancy right first I had to pay around 30,000 EUR (thirty thousand euros), following which I returned my debt to my wife and gave her the apartment.
   I never signed any contracts with Kaća Praljak, nor is such an undertaking for me and my world normal. Even if I had not been obliged to return the apartment (or appropriate counter-value) I had the right to give it away as a gift. You have the documents relating to that case.

2. The house on Kraljevec 35a/37 is not mine; I never built that house, nor did I finance its construction. I have sent you clear documents bearing upon the above case.
   For taxation reasons I was at one moment the owner of that house, without the right to keep it, fulfilling the will and desire of my late mother. I am not obliged to give information about the emotional relationships within my family.
   Everything else is easily verifiable, if the documents which I submitted for your inspection are not sufficient; these documents, after all, concern a third person.
   With the above I am already brought into the position to prove my innocence.

3. I was never the owner of a single share or any part in the "General Tobacco Industry d.o.o." nor was I in any way connected with the ownership structure of that company.
   It is true that I put my signature in the name of the owner on letters which I sent all over BiH /Bosnia and Herzegovina/, on hundreds of addresses, in order to give weight to my letters and signature.
   It is true that I participated in the construction of this factory and that I had an agreement with the owners about the financing of my work and the remuneration which I was due to receive when and if the factory would start working and creating profit. Unfortunately, this never came to pass.
   I never succeeded in changing the laws (imperialistically catastrophic for domestic production in BiH), nor was I successful in stimulating the planting of tobacco in Herzegovina (this tobacco was intended to be related to the work of the factory); the factory is not working, nor did it ever properly work as far as I know (although I was never in charge of the business segment and never had such responsibilities). I never stayed on the territory of Herzegovina more than was necessary for the fulfilment of responsibilities taken over.

   The factory went bankrupt, tobacco is not grown, and in the spring of 2003 I severed all relationships with a sour taste in the mouth; for me it has been a defeat and I consequently left the business territory of BiH. I had no contract and therefore cannot offer any for inspection, and the money I got for my work was not huge. I largely spent it on purposes which I intend to clarify at the end of this text.

4. "OKTAVIJAN d.o.o." was created as "TFRZ" (a quasi-private company in the socialist system of former Yugoslavia). We would spend a lot of paper trying to explain this form of entrepreneurship. I had tried to do it in a letter which I sent to you and I deem this as sufficient.
   This company had no capital worth mention, and the revenue earned by occasional filming was more than irrelevant for such an examination of my financial means.
   The money which came from third persons in Germany for the purchasing of the shares of "Chromos" was spent for the purchase of a plot of land in Zagreb. One half of this land was sold, and the other half invested in the base capital of "Oktavijan d.o.o."

I had already clarified this in my last letter.

The money which came to me from Germany was not mine, neither the money with which the plot of land was bought, nor was I the owner of the plot of land which was invested as the base capital into "Oktavijan", so I couldn't get a relevant remuneration for "Oktavijan" when I released it to the owners of the money, i.e. owners of the land plot.
It is true that these are friends of mine, we had known each other from the student days, but they left for Germany early on, they are successful in their businesses, and I suggested to them to make that deal; it is true that I represented them in all legal matters and other dealings, it is true that I gave them my name and assigned my company to them, it is true that we never drafted any contracts on these affairs, because we had grown up in the times of the given word, the value of a forty-years old friendship and the like.
It is true that I was financially compensated for all of the above, but the compensation for the services and the capital of "Oktavijan" are two entirely separate issues – substantially different in amount and incomparable in value.

5. As a reward for mediation in the purchase of "Docks and warehouses" (Pristanište i skladišta) in Sisak, which was bought by "Oktavijan" I got the right to a credit with low interest rate and the position of authorized agent.
   For the above position I was not paid any wage or any direct financial reward. I brought in the jobs, had a credit card at my disposal with which I paid dinners, cigars, wine, small gifts, petrol and I drove their car.
   The credit which I took I still haven't paid back, and I have no idea how I am going to, with respect to the circumstances.

6. I mediated in the purchase of the hotel company "Anita" from Vrsar – without success; I mediated in the purchase of the shares of "Aluminij" from Mostar – without success - we even never got to the point of serious talk; I mediated in the purchase of hotel "Jadran" in Tučepi – without success; I mediated in the purchase of a quarry near Dubrovnik – without success, and so on and so forth.

7. I was never involved in business or any other "serious" occupation as I understand that you think.
   I was a member of the "Association of Dramatic Artists" and the "Society of Film Workers", I was not employed (with the exception of a brief period in school when the reward fees were insufficient for bare survival) and I lived from rare and very meagre honorariums for theatrical shows and film productions.
   Being in the possession of such "riches" I build with my bare hands a holiday home which can be reached only with a goat and a donkey, I build a small house (40 m2) in Čapljina, on my grandfather's land, I buy a boat that lay for one year at the bottom of the sea hit by a 120 mm mortar grenade, I pay € 2500 to my cousin Mimica to restore that boat, which we then both use and share its ownership proportionately to the investment, I borrow money from "Docks and warehouses"…etc.

8. Where is the money which I made offering the services which I mentioned?
   I paid the journey to America to a married couple, refugees, not Croats.
   I paid a part of the expenses for drugs and hospital stay in America when the husband fell ill with carcinoma.
   I paid the return to BiH, I paid for the medical treatments and the burial.
   I made a house for the refugees.
   They are not Croats.
   I was helping my sister and her husband (she is a full professor at the School of Economics, he holds a doctorate from MIT and was full professor at the Faculty of Mechanical Engineering) when they escaped with two children from Sarajevo.
   I could list a whole lot of hospitals, weddings and burials, scholarships, but I have no intention to

confess it all to the Registry; this is an intimate matter and we can discuss it only in front of the judges at a closed session because it concerns my character.
As we stated at the beginning, my right of disposal of property which I acquired in a legal way is not in any way limited. And I, by the way, feel good about the manner in which I spent the money which I earned.

I am now in debt, for quite a large sum of money, due to payments to my lawyer and because before the filing of the indictment I spent more than I had, hoping, actually, quite certain and convinced that with work I can repay all the debts that I made.

May I kindly ask you not to use words which you used in our communication so far: "we believe", "we assume", "we think".

Finally, I stress once again that I neither know, nor can, nor want to prove negativity.
It would be reasonable to see at least one proof on the part of the Registry which will cast a mere shadow of doubt on my statements.
I have sent an exhaustive letter to the Registry (6 October 2005) in which I made clear even those things which I am not obliged to expound under any legal system of the cultured world, e.g. that my brother built the house on Kraljevec, in order to prove that it wasn't I who built it, or to clarify the family circumstances and the rights of my mother, or to speak about the property of third persons to explain that it is not mine …etc.
I am thus brought into a situation to defend myself with the principle of "negativity", i.e. I must prove my innocence, or what I do not possess and never have possessed.
The Registry has refused my request (request for financing of the defence in front of the Tribunal) with the argumentation (based on my statements about property) expressed as "we believe", "we think", "we assume".
After the letter of 6 October 2005, the Registry responded on 28 October 2005 again seeking "evidences of interests – financial or other… and evidences of business dealings"…etc. It is demanded that Praljak should produce evidences relating to issues such as how, when, to whom and for which counter value something was estranged. He should submit documentation on "when the property was carried over to Mr. Nikola Babić-Praljak and for which counter value".
I think that you haven't read the letter which I sent to the Registry, or haven't rationally interpreted my statements.
If I therefore have no evidences (and where does it say that I should have evidences), if I carry over a house to the man whom I am bringing up for thirty years, fulfilling the wish of my mother, and have no evidence of counter value which I received, what then?
Then I am a liar, I am hiding something, because I haven't been living according to models of "evidences" as you think it should be.
I have been telling the truth from the start!
I am not at all interested in newspaper accusations (yellow press) made on order which I have all clearly and argumentatively refuted.
You have not challenged any of my statements with a single, even the smallest argument – excerpt from the court registry, excerpt from the land registry, ownership over movable assets.
I request that you reconsider your decision on financing my defence in front of the Tribunal in The Hague.

Respectfully yours,
Slobodan Praljak
/signed/

Cc: Lorna Elizabeth Davidson, legal officer, Trial Chamber II

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REGISTRY OF INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
OLAD – Attn. Mr. Sebastian van de Vliet
P.O. Box 13888
2501 EW The Hague
The Netherlands

URGENT!!

Zagreb, 20 December 2005

Re: The Prosecution v. Praljak et al.

Dear Mr. Holthuis!

I am taking the freedom to turn to you regarding two matters, as follows:

1. The pre-trial judge, the honourable Jean-Claude Antonetti, in his order of 30 November 2005, instructed the Registry to send me as soon as possible the amended indictment translated into Croatian language. I declare that to this day I have not received the translated amended indictment, as the above order has instructed the Registry to do.

2. After a meeting with the responsible persons in the Registry which took place on 8 November 2005 in The Hague, in my letter of 15 November 2005, I submitted to the Registry additional information about my financial standing related to my earlier request for legal aid, i.e. the financing of the preparation for defence.

I declare that to this day I have not received any decision or reaction to this supplemented request. I believe that you know that the beginning of the main hearing in this case is scheduled for February 2006. I also believe that you are aware that since 28 October 2005 I conduct my own defence without the defence counsel. I therefore ask you to use your authority to ensure that the abovementioned obligations are fulfilled, because the pace of the preparation of my defence is in serious delay – largely due to the lack of the abovementioned documents.

Respectfully yours,
Slobodan Praljak
/signed/

Cc:
Mr. Gideon Boas, Acting SLO, Chambers
Ms. Lorna Davidson, Legal Officer, Chambers
Mr. Michael Karnavas
Mr. Tomislav Kuzmanović
Ms. Vesna Alaburić
Mr. Fahrudin Ibrišimović
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REGISTRY OF INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
OLAD – Attn. Mr. Sebastian van de Vliet
P.O. Box 13888
2501 EW The Hague
The Netherlands

Attn:
1. Trial Chamber, Judge Jean-Claude Antonetti, pre-trial judge
2. Registry – OLAD

Zagreb, 24 February 2006

Re: Prosecution v. Praljak et al.
Regarding: submission of the response to questions from the confidential annex of the Council decision on the nomination of the lawyer of 15 February 2006

Dear Sirs,

In accordance with the above order attached herewith are the answers to questions listed in the above mentioned annex.

Respectfully yours,
Slobodan Praljak
/signed/

Attachment enclosed

EXPLANATION:

I would like to respond to the raised questions in a binary manner "YES" – "NO" if such answers would tell the whole and full truth about the subject matter.
Unfortunately, due to concepts already built in the way the questions were raised, this is impossible to do. As it is my obligation is to show the factual state of evidence, the content of the concepts must be adapted to the realities of the time and space in which the relevant facts came into being.
The application of models from other social systems does not give a completely accurate picture of what I am asked to do.

a) THE COMPANY "OKTAVIJAN" d.o.o.

1. Have you ever had a role in the founding of the company "Oktavijan d.o.o."?

YES.
I founded "Oktavijan" in 1987 or 1988 (I don't remember exactly).

Explanation!
This was not a company in terms in which this concept is understood in the West.
The screenwriters Abdulah Sidran and Slobodan Praljak competed at the Croatian (Socialist Republic of Croatia) "Fund for cinematography" for the financing of a feature-length film "The Return of Katarina Kožul". The funds were granted and this money, according to regulations in force, had to be assigned to one of the production houses which functioned as state-owned companies.
These so-called "Producers" had no great interest in furthering the wellbeing of film, but big money was spent on their salaries, offices, cars, dinners, secretaries…
With this manner of spending the money many films were not realized, and the money was spent – or the films were only partially completed, or the actors and other film workers didn't receive their fees…the machinations were many.
After numerous complaints over the years, it was finally allowed to those who actually produced films, which means the participants at the shooting and post-production, to set up an association called the "Permanent Film Workers' Association" (TFRZ) which mediated in the payments of fees and other costs of the production, without the participation of the so-called "Producers".
TFRZ "Oktavijan" had a statute and a council (at least five members from culture and politics) which made sure that everything is done by the law and that the money granted is actually spent on the production of films.
With a lot of effort (after being cheated in more than one way by one of the "Producers"), I managed, with the help of friends and investing my own money, to complete the film "The Return of Katarina Kožul" as a director and co-screenwriter.
The film was showed on festivals in Pula, Mannheim, Herceg Novi and Vrnjačka Banja.

Note!
Abdulah Sidran was a screenwriter of films created by Emir Kusturica and one of his films won the Palme d'Or in Cannes. Today he is a full member of the Academy of Sciences and Arts in BiH.
After the film was completed, "Oktavijan" served for the payment of people who occasionally did some film shooting or worked with me, as freelancers. The taxes, health and pension insurance were paid for them and such a "company" (Oktavijan) had no profits of its own, no shares, no premises, or furniture, or secretary, or employees, nothing which relates to the notion of "company" in a market economy.
Sometime later, in 1989/1990 Mr. Živko Krstičević and I bought a Sony video camera, we shot some short documentaries, we filmed the war in Slovenia for a foreign TV house and the like. I was subsisting on that because I was not employed and had no regular income.
I go to war, Živko Krstičević shoots for a TV house somewhere abroad and gets killed by a mortar grenade in Karlovac at the end of 1992 or beginning of 1993.
"Oktavijan" is the last thing on my mind.

2. Were you ever the owner of proprietary shares in Oktavijan?

YES.
Mrs. Ruža Ivančin who was taking care of accountancy kept that which we call company alive until new laws came into force. With these new laws the TFRZ "Oktavijan" sometime in 1995 becomes "Oktavijan d.o.o.", but: although "Oktavijan d.o.o." is now a company, it is not a company in terms which are used to

describe this in the West: it has no founding capital, no premises or employees, and the director (myself) has no salary, and as I am in war, I have no real connection with it all. The only thing which the company had was two video- and one film camera and a computer, all valued at 36,600 Kuna[1].

3. If the answer to the second question is "yes" when did you acquire the shares and what was their value at the time of their acquisition?

1. The share in the amount of 36,600 Kuna I acquired in 1995[2]
2. The share in the amount of 38,071,197.37 Kuna I acquired on 10 October 2001[3]

4. Do you now have any proprietary shares in Oktavijan? If the answer is "yes", what is the current value of these shares?

NO.

5. Did you ever transfer the shares in Oktavijan to another person?

YES.

If yes, answer for each transfer:

a. How much of the shares were transferred?

1. The share in the amount of 36,600.00 Kuna was transferred in full[4]
2. The share in the amount of 38,071,197.37 Kuna was transferred in full[5]

b. When were the shares transferred?

1. The first share was transferred on 20 October 2001[6]
2. The second share was transferred on 20 October 2001[7]

c. What was the value of the shares at the moment of transfer?

1. The value of the first share was 36,600.00 Kuna[8]
2. The value of the second share was 38,071,197.37 Kuna[9]

d. To whom did you transfer these shares?

I transferred the shares to Zoran Praljak.[10]

1 PROOF: Adjustment of „Oktavijan d.o.o." with the Companies Act (ZTD)
2 PROOF: Adjustment of „Oktavijan d.o.o. with the Companies Act
3 PROOF: Decision on raising the founding capital of 10 October 2001. As the entry of this capital was in connection with the land plot in Radnička 43 in Zagreb, I comment on this question later under the heading „B) Property in Radnička 43, Zagreb, Croatia"
4 PROOF: Decision on the transfer of proprietary shares of 20 October 2001. This transaction was done in connection with the land plot in Radnička 43 in Zagreb, so I comment on this question further under the heading "B) Property in Radnička 43, Zagreb, Croatia"
5 See proof 4 above
6 See proof 4 above
7 See proof 4 above
8 See proof 4 above
9 See proof 4 above
10 See proof 4 above

e. Which remuneration did you get, if you got any, in return for the transfer of the shares; what happened to that remuneration?

I did not receive any remuneration[11]

6. Were you ever director of Oktavijan? If yes, when were you nominated as director?

YES[12].
I was nominated as director in 1995[13]

7. If the answer to question 6 is "yes", are you now the director of Oktavijan? If you aren't, when did you cease to carry out this duty and who succeeded you in this position?

I am not at this moment the director of "Oktavijan d.o.o."[14] I factually ceased to carry out this function when I left the company on 20 October 2001. My successor in the function of director was Helena Kesić, and subsequently Nikola Babić-Praljak[15]

8. Do you now have any role in the activities and management of Oktavijan?
If yes, which is that role and which compensation do you receive for the fulfilment of that role, if you receive any?

NO.

b) PROPERTY IN RADNIČKA 43, ZAGREB, CROATIA

9. When did you acquire an ownership interest (share) in the property in Radnička 43, Zagreb, Croatia ("Property in Radnička") and how much money did you pay for it?

With the ending of the war and going into retirement (end of 1995) (retirement not being financially very attractive) I got employment in the company "Chromos – dyes and lacquers" which at that time employed 500 people, had losses amounting to ca 3 million euro and a bleak future.
I worked like mad trying to save the company and I succeeded in it mainly because I managed to get a large number of ships for painting (and cargo tanks, ballast tanks and the like). This we did in more than a successful cooperation with the company "SIGMA Coating" from Amsterdam. (In the first year of work I refused to receive any salary. If I hadn't succeeded in saving the company from bankruptcy I wouldn't have taken any salary at all).
After three and a half years of working in "Chromos – dyes and lacquers" in the capacities of president of the management board, advisor to the director and member of the supervising board the company was set for privatization.[16]
For 46% of shares a group of people from Germany (mostly my long-time friends) offered to the State Fund for Privatization four million Deutsche Marks. In this package, I was supposed to take over the management of the company, reorganize and develop it. I had my own interest in this project which was connected to the successful growth of the company.

11 See explanation under the heading „B) Property in Radnička 43, Zagreb, Croatia"
12 PROOF: Excerpt from the court registry
13 PROOF: Adjustment of „Oktavijan d.o.o." with the Companies Act (ZTD)
14 PROOF: Excerpt from the court registry
15 PROOF: Excerpt from the court registry, see the letter of the applicant to the Secretariat of 15 Sept 2005
16 PROOFS: Excerpt from the court registry which shows that Slobodan Praljak was president of the management board and member of the supervising board, Certificate on recalling Slobodan Praljak from the function of the president of the management board;
See our letter of 20 December 2004, p.3, point IV a

The deal went sour because the State Fund for Privatization gave its 46% share to newly formed funds for the victims of war.
After a new owner came in I left "Chromos – dyes and lacquers" and was again only a retiree.
Five to six months later the new owner of "Chromos – dyes and lacquers" was selling the land on Radnička road (In the meantime "Chromos" had relocated to Žitnjak where the production plant was situated).
I advised that same group of people who brought the money from Germany into Croatia to buy that land and to build on it office buildings.
We applied to the tender of the new owner of "DOM" Fund and bought the land.
The land was paid approx. four million Deutsche Marks and I presented myself, in the name of this group of investors as a buyer of a half of the land, with their money and on their behalf.
Of the land that was bought half was sold to the Slovenian company "Mercator" which built a supermarket there (a company from Čakovec did this transaction for the Slovenians).
The other half of the land, according to our agreement, I was supposed to transfer as founding capital into "Oktavijan"[17], after which I was supposed to hand over the company to the real owners, the people with whose money the land was bought (when the honourable court will question me in the coming years, it will become transparent that for years I was nowhere near any kind of money).
And this I duly did. I handed over the company "Oktavijan" into the ownership and management of other persons.
I wish to note that until the moment of this transaction, i.e. while I was in "Oktavijan" this company had a symbolic value only, did no business at all, I had no salary, practically, apart from the seal there wasn't anything else.

10. Do you now have any proprietary interests (shares) in the property in Radnička?

NO.

11. Regarding every single transaction with which you transferred all or part of the ownership interests (shares) of the property in Radnička to another person (party)?

a. Which is the date of the transfer?

As I stated above, the remaining half of the land, according to the agreement with the investors, I entered in their name and on their behalf into the founding capital of "Oktavijan" on 10 October 2001[18], and I, according to the same agreement, left the company.

b. To whom did you transfer the ownership interest?

Everything was transferred to "Oktavijan d.o.o."[19] Immediately after this transaction I relinquished the company according to the decision of people with whose money the land was bought.

c. What was the value of your ownership interests immediately before the transfer?

There doesn't exist nor did my ownership interest in the "Radnička" property ever exist; in all the above mentioned transactions regarding this property, I acted in the name and on behalf of third persons – the real investors.

d. Which remuneration did you get, if you got, as compensation for the transfer of shares; what happened to that remuneration (compensation)?

Did I have any material benefits in this mediation?

Yes, I had material benefits, but I was not the owner of anything, because nothing was mine.

17 PROOF: Decision on increasing the founding capital which shows the transfer of the property into the founding capital
18 PROOF: Decision on increasing the founding capital of 10 October 2001
19 PROOF: Decision on increasing the founding capital of 10 October 2001

The fact, however, that the paid value of the land (half of the land bought from the "DOM" Fund) in the amount of two million Deutsche Marks, after expert evaluation becomes a value of ca ten million Deutsche Marks, can only be explained by the non-existence of any market logic.
The agreement between me and the investors was clear and precise – this was a land on which we were supposed to build, and I was due to ensure a smooth realization of the planned project (investment), i.e. I was supposed to ensure: the town-planning scheme, utility infrastructure, engage the architects, procure the building permits, engage the construction companies, take care of construction, supervision of the works, etc.
If I had not been indicted in The Hague, I would be occupied with the above tasks for three-four years and I would certainly profit because there was a reward agreed for me for a successful completion of the project.
What did I do with the money which I earned doing transactions for people who brought the money and on whose behalf I was doing it?
In the course of war I provided accommodation for 13 refugees – Muslims (Bosniaks) in my summer cottage in Pisak. I had Muslim – Bosniak refugees also in Zagreb, in my wife's apartment (among them the wife and daughter of Abdulah Sidran. I built a house on [redacted] to a family which is not Croatian, on the location on which the Serbs destroyed a house in 1992. I took care of my father who lay motionless for 18 months after a stroke (he died in 1993). My sister, Dr. Tanja Kesić, full professor on the Faculty of Economics in Sarajevo and her husband (with an MIT doctorate) Petar Kesić, full professor at the Faculty of Mechanical Engineering in Sarajevo escaped from Sarajevo without anything but their bare lives.
Before they escaped, this man was digging trenches for ABiH /Army of Bosnia and Herzegovina/ in Sarajevo, as director of the Development Institute of "Energoinvest", the most important company in BIH before the war.
Their two children escaped with them.
And the schooling, the foster-son was getting married, foster-daughter Nataša Babić married on Iceland (and the marriage costs money), I made a small annexe in Čapljina, on the place where I was born. There were many other ways in which I felt obliged to help people.
Afterward, convinced that I can work and that I will earn by working, I took a loan from the company "Dock and warehouses" in Sisak to cover various obligations which fell into my lap by the decrees of fate which we do not choose. If I had not been indicted and if it all didn't stop, I would correctly repay my loan, and something would remain for me for the years which we call old age, and this unfortunate old age is already knocking at my door too.
I commented on all of this earlier on, with the documentation which I possess and which I have the right to possess.
If you wish to investigate all of the above to the last piece of paper or contract you should turn to the institutions of the state of Croatia and everything will be fully documented and transparent.
I hate to speak about my humanitarian work because it makes me feel dirty, so I ask that these data be kept as secret, especially about the refugees and the building of the house [redacted] .

c) THE COMPANY "LIBERAN" d.o.o.

12. Have you ever possessed shares in the company Liberan d.o.o. ("Liberan")

YES.[20]

13. If the answer to question 12 is yes, when did you acquire the shares and what was the value of these shares at the time of their acquisition?

I acquired the share on 1 October 2001, and the value at the time of the acquisition was 5,000.00 Kuna.[21]

20 PROOF: Contract of 1 October 2001
21 PROOF: Contract of 1 October 2001

14. Do you now have ownership shares in Liberan? If the answer is "yes", what is the current value of these shares?

NO.[22]

15. Did you ever transfer shares in Liberan to another person? If the answer is "yes", answer for each transfer:

YES.

a. How many shares were transferred?
My share in full – I had one share in the amount of 5,000.00 Kuna.[23]

b. When were the shares transferred?
On 1 March 2004.[24]

c. What was the value of the shares at the moment of transfer?
The value was 5,000.00 Kuna.[25]

d. To whom did you transfer the shares?
To Zoran Praljak.[26]

e. Which remuneration did you get, if you got, in return for the transfer of the shares: what happened with this reward (remuneration)?
I received no remuneration.

16. Were you ever director of Liberan? If "yes", when were you nominated as director?

YES.
I was nominated on 1 October 2001.[27]

17. If the answer to question 16 is "yes", are you now the director of Liberan? If you are no more the director of Liberan, when did you cease to perform this function and who succeeded you?

NO.[28]

I left the company on 18 March 2004, and all the changes that occurred are listed in the court registry. Among other, Nikola Babić-Praljak was listed as the new director, but by omission my name was not deleted from the function of one of the directors. This omission was rectified on 29 August 2005 when it was noticed. In any case, from 18 March 2004[29] I had no factual connection with this company.

22 PROOF: Excerpt from the court registry. See the letter of the applicant to the Secretariat of 20 December 2004, p. 4, point IV d and proof 7b
23 PROOF: Contract on the transfer of business share
24 PROOF: Contract on the transfer of business share
25 PROOF: Contract on the transfer of business share
26 PROOF: Contract on the transfer of business share
27 PROOF: Decision on nominating the director
28 PROOF: Excerpt from the court registry
29 PROOF: Decision on nominating the new director, Excerpt from the court registry, Decision on deleting the director, see letter of the applicant to the Secretariat of 15 September 2005

18. Do you now have any role in the activities and management of "Liberan"? If "yes", which is this role and which compensation do you receive for discharging of this role, if any?

NO.[30]

d) PROPERTY ON KRALJEVEC 35/35A IN ZAGREB, CROATIA

19. Did you ever have ownership interest (shares) in residential property on Kraljevec 35/35A in Zagreb, Croatia ("Property on Kraljevec")?

YES.
Honourable judges, I cannot put it more succinctly than I wrote in my letters of 6 October 2005 and 15 November 2005.[31]
I don't know how my late mother and my brother resolved their property relationships, neither do I know why she chose to give that house to Nikola Babić Praljak, but I know of her decision and this decision for me is law.
If Zoran Praljak would donate the house to Nikola Babić Praljak, as Fila Praljak has determined, he would have to pay 5% property sales tax. In order to avoid this payment, the line of donations went like this: Dr Zoran Praljak – Fila Praljak – Slobodan Praljak – Kaća Praljak – Nikola Babić Praljak.[32] I myself could not have donated the house to Nikola Babić-Praljak because we didn't arrange our father-son relationship according to law, and donation without payment of the property sales tax is possible only in the first line of inheritance.

20. Do you now have any ownership interests (shares) in the property "Kraljevec"?

NO.[33]

21. In relation to every transaction with which you transferred all or part of the ownership interests of the property on Kraljevec to another person (party)?

a. What was the date of transfer?
I received inheritance from my late mother Fila Praljak on 28 April 1999[34], and proceeded it further on 6 February 2002.[35] Never before or after have I had in any way an ownership capacity over the specified property.

b. To whom did you transfer all or part of your ownership interests (shares)?
I transferred all to Kaćuša Praljak.[36]

c. What was the value of your ownership interests (shares) immediately prior to transfer?
The value of the transferred property was never determined by anyone.

30 PROOF: Excerpt from the court registry
31 See letter of 6 October 2005 (pp. 3-5) and letter of 15 November 2005 and PROOFS: Purchase contract, Building permit, Reminder for payment of the building permit.
32 PROOFS: Decision on inheritance of 28 April 1999, Deed of donation of 6 February 2002, Deed of donation of 1 April 2004
33 We submitted the explanation of ownership and residence, deed of title, status, objects of value, See our letter of 20 December 2004 (p. 1, points I a and b, proof I)
34 Decision on inheritance of 28 April 1999
35 Deed of donation of 6 February 2002
36 Deed of donation of 6 February 2002

d. Which compensation (reward) did you get, if you got, in return for the transfer of shares: what happened to that reward?

I never got any compensation (this was all a matter of transfer of property between members of family for the purpose of realization of the will of my late mother).

22. Did you ever reside on the property on Kraljevec?

YES.

23. Do you now live on the property on Kraljevec? If yes, are you paying any rent or other expenses in return for your dwelling and to whom do you pay such compensation?

I was living in that house, and I still live in it together with my wife, her son, daughter-in-law and granddaughter, but in separate households.
For my dwelling I pay utility expenses to the owner Nikola Babić Praljak and nothing else.
I hope things will remain this way, but if anything changes, my only alternative is to move to Pisak.

EXPLANATION:

In order to be, at least up to a limit, on an equal footing with the Prosecutor I spent on my defence the money which I got from my wife who sold her apartment and garage /extramarital acquisition/, I sold my share in the boat, borrowed money from all the friends from whom I could borrow, sold my old Mercedes, pledged my small house in Čapljina as a collateral for the servicing of the loan which I received from the company "Dock and warehouses" in Sisak.
I had to do all that because the Registry all the time "thinks", "believes" and "presumes" that I have what I don't have. I see this manner as impertinent, illogical, unfair, unjust, an arrogant show of force, force which is both imperial and brachial.
I am not going to put up with it "as long as thought in my confused head abides" – fully aware of my meagre chances in an unequal fight.
I was forced to speak about and investigate the possessions of my brother, speak about property of people who never gave me the consent to do so, I was forced to prove innocence.
Isn't it logical to ask oneself what will happen if such a model of search for truth and the model of justice superimposed upon it is transferred to the trial hearing?
Is there any place for "fear of such a logic"?
Man has the right to seek justice, but it is not a mercy to be prayed for and I ask therefore of the Honourable Judges and the Honourable Judge Antonetti to grant me an equal measure of chance in the search for truth.

It is both truthful and sincere!

Yours,
Slobodan Praljak
/signed/

A-D8

Slobodan Praljak
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10000 Zagreb
Tel. 00 385 1 4572466
Fax 00 385 1 4573729
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REGISTRY OF INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
OLAD – Attn. Mr. Sebastian van de Vliet
P.O. Box 13888
2501 EW The Hague
The Netherlands

Zagreb, 6 April 2006

Re: The Prosecutor v. Prlić et al. No. IT-04-74-PT

Dear Mr. van de Vliet,

Enclosed I am sending you the specification of all expenses I have had in the preparation of my defence in the above case.
I believe that these expenses must be taken into account as a deductible item in the evaluation of my capacities to finance my defence, related to my request of 14 September 2004.

Of course, I remain at your disposal if you need any additional information.

Respectfully yours,
Slobodan Praljak
/signed/

Attachment enclosed

CATEGORIES OF SLOBODAN PRALJAK'S EXPENSES IN THE PREPARATION OF DEFENCE[1]

RECAPITULATION

	Categories of Slobodan Praljak's expenses in the preparation of defence	Amounts (EUR)
1.	Direct material expenses	53,395.50
2.	Fees of the plenipotentiaries and staff	243,209.90
3.	Debt – unpaid claims by the plenipotentiaries	90,000.00
	TOTAL	**386,605.40**

1 All expenses directly related to the preparation of defence since the receipt of the indictment on 4 April 2004 until 6 March 2006 when the Registry nominated the defence counsel and the subsequent expenses of the preparation of defence are at the expense of the defence counsel. Note: individual categories of expenses relate to time periods separately denoted in appropriate tables.

ATTORNEY AT LAW
Božidar Kovačić

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CROATIA

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Hand delivered!

INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
REGISTRY
Attn. Mr. Martin Petrov, Head of OLAD
P.O.Box 13888
2501 EW the Hague
The Netherlands

The Hague, 15 February 2007

Case: *Prosecutor v. Slobodan Praljak et al., IT-04-74-PT*

Re. *Your 11 January 2007 letter re Mr. Praljak's rights under Rule 45(A)*

Dear Mr. Petrov,

Please find enclosed Mr. Slobodan Praljak's Response to your above referenced letter with appropriate enclosures.

If you need any additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely yours,

Encl.

Field office: Prins Mauritsplein 28, The Hague 2582 ND, ☎: +31703500365

SLOBODAN PRALJAK'S RESPONSE TO MR. MARTIN PETROV, HEAD OF OFFICE FOR LEGAL AID AND DEFENCE

PROPERTY

1. HOUSE ON THE ADDRESS KRALJEVEC 35/35A, ZAGREB, CROATIA

A) Description of the property

You are occupying yourself with unnecessary and unimportant facts.

3. In 1971 Slobodan Praljak is 26 years old and he starts to build the house on Kraljevec 35 with family money. Building takes many years and the house can best be described as having a Romanesque form, with many intricate details. This is of no interest to you, and I, Mr. Petrov, am not obliged to write a novel; this literary-business product would have too many pages, and you, from your imposing western perspective wouldn't even understand it.

4. Where the family members lived, how long they lived in the midst of frequent relocations, isn't the least important for the matter with which you are dealing, and that is my property. I cannot even remember any more, neither am I obliged to give you the data on my movements. Equally, my family members are not obliged to give you such data either, nor am I obliged to give you the information on residence addresses of my foster-son and his wife. What kind of investigation are you conducting against me, Mr. Petrov? Who gave you this right?

a) Kaća Praljak sold the apartment in Ilica on 21 June 2005.

This is a fact. She also sold the garage. This is a fact too. The money was spent on the preparation of my defence.

B) Transfers of the ownership rights on a part of the house on Kraljevec 35.

5. Yes.

6. Yes.

7. Who gave you the right to say that my late mother didn't leave a will? Who gives you the right to insult, due to arrogant ignorance of the forms of a will, the last wish of my mother?

The words, the intention, the articulated wish of my mother are the will for her children, and there are various forms a will can have. At that time there were about a dozen.

What form a will should have in your country, that I don't know (neither am I interested to know), but the conclusion that "Mrs. Filomena Praljak died on 27 August 1998, without leaving a will" I perceive as an imperial, civilizational, cultural and legal arrogance without precedent. In a word, it is an insult.

I did not, Mr. Petrov, having eaten the last banana, descend from the tree and however much it may sound odd to your ears, I don't belong to the species of anthropoid apes.

The other part of this point is correct.

8. Yes.

9. Yes.

C)Transfers of ownership rights on a part of the house on Kraljevec 35A.

10. Yes!!?

11. Yes!?

12. Yes!?

D) Your use and enjoyment of the property in the house on Kraljevec 35/35A

13. To arouse your imagination a little bit, Mr. Petrov, my parents moved 17 times until my 18th year.

And after that I myself moved about 50 more times. Of what concern is this to you and on the basis of which legal act are you investigating my movements?

To whom did I pay rent and did I pay rent at all in 1991, 1992 or 1995 or 1999 – how is this connected with property and actually what are you talking about? Maybe with such obscuring you wish to deny me the right to a fair defence; do you wish to save some money to the impoverished cashbox of the UN?

14. Yes!!?

E) Your ownership over three apartments and joint parts on the address Kraljevec 35 and a part of the address Kraljevec 35A.
15. I don't know if the nonsense of this text appeared as a way of thinking or as a translation error. When and where did I demand to have an ownership stake in the house on Kraljevec 35A? I explained everything about the house on Kraljevec 35 already. The Court Registrar may be convinced that "Love is divisible by three" or that "the green TANGENS sings beautifully", I don't mind.
Every man has the right to his opinion, including the Court Registrar. Here we are dealing with proofs, and my proofs, Mr. Petrov, are beyond any reasonable doubt. The house on Kraljevec 35A is the relation of my brother and our mother and the house on Kraljevec 35 was, since 1994, the ownership of Filomena Praljak.
There are facts to support the above, and they cannot be changed by our convictions, unless you are HEGEL.

F) The value of three apartments on the address Kraljevec 35 and part on the address Kraljevec 35A.
16. Such logical errors in concluding are not done even in the high schools in Croatia.
Wrong premises always lead to the wrong conclusions.

2. APARTMENT AND GARAGE IN ILICA 109, ZAGREB, CROATIA

A) Your purchase of the apartment and garage in Ilica
17. Here, Mr. Petrov, again you are not speaking the truth. Over this property I had a tenancy right.
And then I bought out this tenancy right. In other words, I didn't buy the apartment and garage, but I bought out the tenancy right. Do you know what is the "tenancy right"!? And what is the difference between the two!
You have an explanation on p. 5 of your letter in footnote 8.
18. YES! !?
19. YES! !?
20. FIRST: It is my indisputable right to donate on 27 February 2002 the apartment and garage to my wife.
SECOND: I married a woman with two children from her first marriage who owned an apartment on the Francuske Republike Square.
THIRD: At that time the public notaries didn't exist in Croatia.
FOURTH: The contract was validated in a lawyer's office.
FIFTH: Kaćuša Praljak's apartment was sold and the sales tax was paid to the state.
SIXTH: Kaćuša Praljak lent that money to me at that moment.
SEVENTH: I returned the apartment to my wife, because this was not a marital acquisition.
EIGHT: Your claim is untrue.
NINTH: I SUBMIT THE DOCUMENTATION
a) Sales contract for Kaćuša Praljak's apartment
b) Confirmation on paid sales tax to the Ministry of Finance
I believe that now the Court Registrar is convinced that I am speaking the truth.

C) THE ALLEGED SALE OF APARTMENT AND GARAGE IN ILICA 109 on the part of Mrs. Kaća Praljak
It is not "alleged", Mr. Petrov.
You have no right to use the word "alleged", because thereby you insinuate that I am lying, that my wife lies and that we are engaged in fraud. Maybe you have the right to demand the document about the paid sales tax, but please, use the word "alleged" on somebody else. "Allegedly" you are a lawyer and you know what I am talking about.
21. The contract is legitimate, the contract on the sale of apartment in Ilica 109.
Did it ever occur to you that maybe Mr. Tugomir Gverić needs time to pay the entire price for the apartment. Maybe he needs to sell his smaller apartment. Maybe the sale of this apartment took a whole year. With the purchase of the apartment the buyer acquires the right to register the apartment in the Land Registry. When he will use this right, it is up to him, not the seller – Kaća Praljak. The sale is completed when the BUYER pays the full amount. The payment of the sales tax is up to the buyer. How much time can elapse between the payment of the deposit and the payment of the full amount is a matter of contract and the relations between the parties.

I SUBMIT THE DOCUMENTS ON THE ABOVE
22. I CLAIM
23. You build and create convictions, Mr. Petrov, on the basis of ignorance of laws and customs of another country. You insinuate!

D) The ownership of the apartment and garage in Ilica is not mine, but my wife's.
Your imprecisions are beyond comprehension.
24. The Court Registrar himself claims that it is my wife's apartment – therefore, it is not mine. This apartment is now in the ownership of Mr. Gverić, as it was explained a bit earlier to Mr. Petrov, the Court Registrar.
25. The document enclosed

E) Value of the apartment and garage in Ilica.
26. Good, we are done with that.

3. PROPERTY IN ČAPLJINA, BiH /Bosnia and Herzegovina/

27. YES
28. I didn't claim that I mortgaged the above property in order to repay the debt to the company "Dock and warehouses" d.o.o.
a) I owe money to the company "Dock and warehouses", d.o.o.
b) I was hoping that I would earn the money and repay the debt.
c) I am accused and I am in detention.
d) On 9 January 2006 I signed a contract with the above company and in article 6 of the CONTRACT it says that I allow the registration of the mortgage over the house in Čapljina in favour of the lender, upon the expiry of two years since the signing of the contract on 9 January 2006.
Attachment: CONTRACT
As I am convinced that I will be freed on all counts of the indictment before the expiry of that date, I hope that I will be able to sell the house maybe at a better price and repay my debt. Until the expiry of that date I don't have to mortgage the house. These rights are accrued by the borrower on 9 January 2008.

4. THE HOUSE AND LAND IN PISAK, CROATIA

29. YES

5. OKTAVIJAN d.o.o.

A) The founding of OKTAVIJAN d.o.o. and its basic capital
30. YES!
Except, I didn't become a real, but a fictitious owner of the basic capital of "OKTAVIJAN" d.o.o.

B) The transfer of your share from OKTAVIJAN
31. I have claimed and I claim the same.
Why would Dr. Jure Zlatko Pušić (and others), a citizen of Germany, have to be publicly registered as the owner of OKTAVIJAN and why would he have to be in a managerial position in that company. WHY WOULD OTHER INVESTORS HAVE TO GO PUBLIC? IN CROATIAN LAW THERE EXISTS AN INSTITUTION CALLED "SECRET PARTNERSHIP CONTRACT" – with which the investors protect themselves from publicizing their names. To possess more than others in post-communist consciousness of Croatian citizens is still a crime. I publicized by name and performed transactions for them. I believe that such contracts exist also in other European countries, or the lawyers do such services for their clients. Immediately after the war I became employed in "Chromos" for a

salary of 1,000 Deutsche Marks per month (500 Euro per month) – IN THE FIRST YEAR OF WORK.
Later, this amount was increased to 1,500 Euro per month, until the end of my work in Chromos.
Which rich idiot (which is what you consider me to be), after spending 4 years of his life in war, would work for such a salary while possessing millions of euros.
For heaven's sake, Mr. Petrov, do you consider me to be so stupid or that I have a sadomasochistic character?
To pull one bankrupt company with 500 employees out of deep shit (PERFORMED WITH SUCCESS) AND OWN MILLIONS OF EUROS???
32. PROBABLY – it is written what I said
33. PROBABLY – it is written what I said
ETC., ETC.
These are all business relations – they helped me to perform the job for other persons. Disposal with other people's money while I'm gone and when I'm travelling, I confided to someone I trust.

YOU SAY
43. "On 29 September 1999 you were recalled from the function of member of the Supervising Board of Chromos". Not accurate, Mr. Petrov. I resigned, and I am sure it was some earlier date. It doesn't change anything in the basic issue, but I am annoyed by your imprecisions. You do not check yourself, you claim even when you don't know.
48. My claim stands.
I MUSTN'T AND I WILL NOT SUBMIT A SECRET PARTNERSHIP CONTRACT FROM THAT PERIOD BECAUSE I WOULD BE VIOLATING THE LAW.
The financiers are not alleged, but real.
49. YES! !? THESE ARE ALL PUBLIC DOCUMENTS
50. YES! !? THESE ARE ALL PUBLIC DOCUMENTS
51. YES! !? THESE ARE ALL PUBLIC DOCUMENTS
MY FOSTER-SON HAD TO FULFILL THE OBLIGATIONS WHICH I ASSUMED TOWARDS THE INVESTORS, WITH THEIR CONSENT.
52. YES! !? THE JOB MUST BE COMPLETED ACCORDING TO THE CONTRACT
53. YES! !? THE OBLIGATIONS MUST BE FULFILLED
54. YES! AND? I EXPLAINED THIS ALREADY
55. YES! AND?
And why the procurator, Slobodan PRALJAK, holder an M.A. degree in Social Sciences, Masters in EE, graduated as a theatre and film director, Lieutenant General of the Croatian Army in retirement (with a small pension) wouldn't be a procurator, bringing business to the company, driving a company car and disposing with an American Express card for wine, cigars, gifts, dinners with people whom he persuades to enter into business with the "Dock". A MAN WITH MILLIONS OF EUROS, procurator in a small company??? Maybe in an Ionesco Eugene theatre?!?!
56. YES! AND?
I am still in debt and I will lose the house in Čapljina. Or maybe I won't. Who knows.
57. I didn't pay back. Maybe they sue me before taking over of the house in Čapljina. And again a question to you, Mr. Petrov. Why would a man, the owner of millions, go and take a loan of 50,000 Euro?
58. Attachment – the Contract on when the "Dock" will gain the right of title over the house in Čapljina.
59. Why would I, the holder of procuration, answer to you about the business decisions of a company I worked for. I don't have that right, and besides, how can I get to that kind of documentation even if I wanted, and it doesn't even cross my mind.
Would you, Mr. Petrov, lawyer, dare to ask something of that nature from someone in your country?
What a wonderful example of a double morale and a colonial way of thinking.
60. YES! AND?
While I worked in "Chromos" I had an employee who was working on cession agreements only (catastrophe on the financial market). I had cases when, in order to close a debt or to procure something, there were 15 – 20 assignees in line.

I pay the detergent – they pay the shoes – shoes pay the coal – etc. in order for someone to give me raw material in the end. Hard to understand, but this is how it was.
61. Although I cannot remember this any longer, I have no reason to doubt. This was not my money, this was money from the same source – this time I am talking about my brother. I cannot remember what was paid with that money, but the end purpose was that the money which was borrowed had to be returned to the lender – not to come into the position in which on money which is personal, and on which tax had already been paid, it should be paid again. This is how it was advised by those who have a better understanding of these matters.
62. There is no way I can submit that. I am in detention. I have no relationship with "Oktavijan". The State of Croatia can submit that to you.
63. Same as 62.
64. I think, if I remember well, there were no promissory notes.
65. There were no payments.
66. As the money is not mine, it was transferred to my brother long ago. He placed the money at my disposal, he is one of the investors.
67. The Court Registrar couldn't be convinced in anything except submitted documentation. The convictions of the Court Registrar are an arbitrary, arrogant and untrue construction. We shall surrender it all to the judges.
68. Of what concern is this for me, what do I have to do with it? What do I have to do with "Oktavijan's" mortgage from 2005? What do I have with "Oktavijan"? Does the Court Registrar have the excerpt from the registry declaring "Oktavijan's" owners? Does the Registrar request of me to commit unlawful acts? Is such a thing possible in the Court Registrar's, Mr. Petrov's country of origin?
The Court Registrar draws an arbitrary, unproven conclusion and then continues to ask as if the initial premise was correct. I already said what I think about such logic.
72. How come the Court Registrar was persuaded that I am the real owner of Liberan, and this will not be taken into account in assessing my financial standing. The Registrar contradicts himself. Once he is "convinced" of something, he will take it into account ("Oktavijan"), another time he is "convinced" that I am the owner ("Liberan"), he will not take it into account.
HOW COME!
Mr. Petrov is not consistent.

7. THE YACHT

Unfortunately Mr. Petrov again does not understand REALITY. He, Mr. Petrov, has a story, how the things seem to him, and I have to fit the evidence to suit his story. This will not pass, Mr. Petrov.
This boat – yacht was hit by a MORTAR GRENADE 120 mm in the "KOMOLAC" MARINA – Dubrovnik.
I bought it at an auction for 19,300 Kuna (2,600 Euro). Due to that, and only due to that, this boat is on my name. Due to that, and only due to that, you claim that I am the real owner. Mr. MIMICA worked on that boat for 4 years. As he was employed in the "ZAKUČAC" hydroelectric power plant in Omiš, he used the workshops, did the plastic, etc., etc.
I bought several hundreds of kilos of plastic and some glass wool, 1 cubic metre of oak wood, 3 cubic metres of impermeable plywood and some minor items. Now Mr. MIMICA is a retiree (with a small pension) and needs time to collect the money to pay the sales tax and register the yacht on his name. But he has paid me off and THE WHOLE BOAT IS HIS. Both factually and legally. And whatever order of things you, Mr. Petrov, want to see, the facts are as I have presented them. And that is the truth.
I will send you the photographs of this yacht when it was pulled out from the sea. When Mr. Mimica collects the money and pays the sales tax, I will send you that document as well. I can only hope this will happen while the trial is under way. Finally, there is no obligation to pay someone 30,000 Kuna through a bank, as you think and demand.
83. CAN THE COURT REGISTRAR PROVE WHAT HE CLAIMS!
The second question: how did he come across that information?

DID THE COURT REGISTRY, AN ADMINISTRATIVE BODY OF THE HAGUE TRIBUNAL, APPEAR AT THE BANK AS REPRESENTING THE COURT AND THUS, THANKS TO MISREPRESENTATION ACQUIRED ACCESS TO BANKING DATA OF OTHER PEOPLE?
UNLESS THE REGISTRAR ANSWERS THE ABOVE QUESTION, I WILL SEEK OF THE BANK (THROUGH A LAWYER) AS WELL AS OF THE STATE ORGANS OF CROATIA, to answer me whether the Registrar contravened the law by "false representation". I will ask the honourable judges to answer me that, too.
As regards the amount, I don't know which it is, but I know that this is the money of the investors into the project "Oktavijan". The payment system in Croatia is in Kuna and all foreign exchange entry must, at the moment of payment, be converted into Kuna. For that reason, the same amounts will appear both in Euro and in Kuna.
86. I KNOW NOTHING ABOUT IT
LET THE COURT REGISTRAR SEND ME A PROOF ABOUT THE ACCOUNTS IN COMMERZBANK IN FRANKFURT. I was never in Frankfurt and I opened no account. Let the Court Registrar answer me how he arrived at that information; in the contrary, I will address the Commerzbank in Frankfurt and require them to explain how you got these data. I will also turn to the Embassy of the FR Germany in Zagreb to answer me that question.
87. I will sent you a proof of the state of my current account with the Privredna banka in Zagreb and that will be the last item in the proving of my innocence, because you, Mr. Petrov, can quote a thousand banks and ask of me to confirm to you that I have no money on the accounts of these banks.
88. As regards the costs of my defence, I ask that I be paid the amount foreseen for such a case for the preparation of defence.
Justice is not begged for. I demand it.
As regards the specifications and RECEIPTS which you require, if other defence counsel submitted them to you, then mine will do too. If it wasn't necessary in other cases, then I don't have that obligation too.

Lieutenant General in retirement
Slobodan Praljak, prof.
Master in EE, graduated theatre and film director
/signed/

P.S.
I EXPERIENCED SUCH JUSTICE AND LOGIC DURING THE DECADES OF MY LIFE UNDER COMMUNISM, AND I WASN'T HOPING I WOULD MEET IT AGAIN AS A PRACTICE OF THE HAGUE TRIBUNAL – THE REGISTRY.
GOD HAS PLENTY OF TIME, MR. PETROV, WE WILL RESOLVE IT ALL, ALTHOUGH THIS WHAT YOU ARE DOING IS A REVENGE, BORN OF OFFENCE, BECAUSE I SHOWED TO YOUR FIRST AGENT – A TINY FORMER INFORMANT OF UDBA /former Yugoslav Secret Police/ THAT I DON'T RESPECT THE "BIG ONES", NOR THE POWERS, NOR THE PEOPLE, NOR THE IMPERIAL ATTITUDE, NOR THE COLONIAL METHODS. AND I WILL NOT KILL MYSELF IN JAIL TOO.
SOON I WILL MAKE PUBLIC THIS WHOLE CASE "*URBI ET ORBI*".

LIST OF ATTACHMENTS

1. The sales contract between Kaćuša Praljak and Luka Marotti, concluded on 13 January 1996
2. The sales contract on the sale of property between Kaćuša Praljak and Tugomir Gverić, concluded on 3 October 2006
3. Contract between Slobodan Praljak and "Dock and warehouses" d.o.o., concluded on 9 January 2006
4. Statement by Božidar Kovačić and Nika Pinter

KAĆUŠA BABIĆ from Zagreb, Francuske Republike Square 4, as seller and LUKA MAROTTI from Zagreb, Domagojeva 11 as buyer concluded on this day the following

SALES CONTRACT

1.

Kaćuša Babić, Personal identification number 1303947335096 sells, and Luka Marotti, Personal identification number 1707948330083 buys the apartment in Zagreb, Francuske Republike Square 4, on the second floor, apartment No. four, which consists of one room and adjacent premises of a total surface area of 35.46 m^2, for the agreed price in the equivalent of 50,000 (fifty thousand) Deutsche Marks converted into Kuna according to the middle exchange rate of the Croatian National Bank.

The apartment is situated in a multi-storey building built on the cadastral plot No. 3526, cadastral municipality Črnomerec, which corresponds to the land registry plot No. 5213/3, cadastral municipality of the City of Zagreb. The buyer also buys an indivisible part of the shared parts of the building proportionate to the value of the apartment against other apartments which use the same shared parts of the building. The apartment code No. is 05906644, and the building code No. is 0099120.

The seller guarantees that the apartment is her property, which she bought pursuant to the provisions of the Law on Sale of Apartments with Tenancy Rights and the contract No. SU-010743/92 of 23 November 1992 and that she paid the price of the apartment in full.

2.

The buyer pays the price on the hands of the seller in full at the moment of signing of this contract. The price has been determined taking into account the state of the apartment and the market price at the moment of concluding the contract. The apartment is, namely, in such a state that a complete renovation is necessary, which had an impact upon its price.

3.

The buyer buys the apartment as is, devoid of things and has no complaints regarding its condition, which also proceeds from point 2 of the contract.

The contracting parties waive the right to oppose this contract for any reason, especially excessive damage over one half of the usual value.

4.

With regard that the price is paid in full, the buyer enters into the ownership of the apartment immediately upon the signing of the contract.

5.

According to the agreement of the parties the payment of the property sales tax and the rights proceeding from this contract are the sole responsibility of the buyer.

6.

The seller empowers the buyer to register, on the basis of this contract, the right of ownership in his name in the land books.

The seller guarantees that the apartment is not encumbered with any legal claim whether entered or not entered in the land books.

7.

From the day of entry into possession all utility expenses related to the use of the apartment are the sole responsibility of the buyer. If necessary the minutes of the takeover of the apartment will be kept.

8.

All the costs related to the constitution of this contract are at the expense of the buyer.

9.

The contract is made in six identical copies, read to the parties and explained, and as sign of acceptance of the rights and obligations proceeding from the same, they sign it with their own hand.

In Zagreb, 13 January 1996

Seller
KAĆUŠA BABIĆ
/signed/

Buyer
LUKA MAROTTI
/signed/

/stamp/
ATTORNEYS AT LAW
DIZDAREVIĆ, DUBRAVEC, MAJICA
ZAGREB - Račkoga 11
Tel. (01) 45 54 462

ATTORNEY AT LAW
RAOUL DUBRAVEC
/signed/

REPUBLIC OF CROATIA
MINISTRY OF FINANCE - TAX ADMINISTRATION
Branch office Zagreb
Section office Črnomerec

Class: UP/I-410-20/96-01/18
Ref.No.: 513-07-01-96-3
Property sales tax has been calculated pursuant to Art. 10 of the Property Transfer Tax Act ("Official Gazette" No. 69/97) in the amount of 11,169.90 (eleven thousand hundred sixty nine Kuna and 90 Lipa) on the established base of 223,398.00 Kuna.
Property sales tax has been paid on 29 October 1997
In Zagreb, /illegible/ 1997

Administrator:
/signed/

Round seal:
REPUBLIC OF CROATIA
MINISTRY OF FINANCE
TAX ADMINISTRATION
BRANCH OFFICE ZAGREB
SECTION OFFICE ČRNOMEREC

WATER SUPPLY AND SEWAGE Ltd.
ZAGREB, Folnegovićeva 1 OBLIGEE 1707948330083
Reg. No 112818 APT. 05906644
COMPLAINTS: PATAČIČKINA 10 RESIDENTIAL BUILDING 0159237

INVOICE for water, sewage, use, protection network construction and tax 545176726 – 1031
Zagreb, 16 Dec 2002

PAYER: ***MAROTTI LUKA***
TRG FRANCUSKE REPUBLIKE 4
10000 ZAGREB
If you are paying by postal money order fill out as follows 05 05906644 – 545176726

CONSUMPTION UNTIL: Dec 2002 READOUT PERIOD 23 Oct 2002 - 21 Nov 2002
TO BE PAID BY: 2 Jan 2003 PRICE OF WATER WITH VAT 5,0748 SINCE 1 May 2002

01	52,0200	11	1
02	263,99	12	20,31
03	13	13	0,51

ACCOUNT NO. 2360000-1500016740 Total amount (VAT included) kn =20,82

HP 10115 Zagreb 20,82
7 April 2003 0.00/0.00
545176726 1031 PAYMENT NO. SIGNATURE

ČISTOĆA d.o.o. **INVOICE NO.** 531301129 - 1007
Zagreb, Radnička c. 82 **R-1** ZAGREB, 23 November 2002
Reg. No. 3219437; tel. 6187-311 Personal ID No. 1707948330083

GYRO ACCOUNT 2360000-1500016186 APT. 05906644 ST

PAYER: ***MAROTTI LUKA***
TRG FRANCUSKE REPUBLIKE 4
10000 ZAGREB
In the month of Nov/2002 we performed the services MONTHLY FEE: 19,15 kn
of collection, removal and disposal of utility waste VAT 22%: 4,21 kn
according to the charged surface area of 35,46 m^2 TOTAL: 23,36 kn
unit price: 0,54 kn/m^2 **FOR PAYMENT TOTAL: 23,36** kn
TO BE PAID BY: 8 December 2002 **REMINDER:** Your outstanding debt is: 239,32 kn

(DATE OF PAYMENT ILLEGIBLE) USL 174 2 03
Open telephone: 060-110-110 23,36
e-mail: cistoca@cistoca.hr
www.cistoca.hr PAYMENT NO. SIGNATURE

KAĆUŠA PRALJAK, Kraljevec 35, Zagreb, Personal ID No. 1303947335096 as seller,
and
TUGOMIR GVERIĆ, Maksimirska 66, Zagreb, Personal ID No. 2305957392302 as buyer
on this day 3 October 2006 concluded the following

C O N T R A C T
ON THE SALE OF PROPERTY

Introductory provision
Article 1

The contracting parties determine by agreement that the seller is the owner of the apartment No. 16 on the second floor, in a residential building in Zagreb, Ilica 109, built on cadastral plot No. 5177, according to new survey plot No. 3734, cadastral municipality of Črnomerec, with a total surface area of 103.30 m^2, sub folio No. 16931, folio in the land registry 8886, cadastral municipality of the City of Zagreb, which consists of 4 rooms, a kitchen, dining room, pantry, bathroom, toilet, entry hall, hallway and two loggias, together with a proportionate shared part of the residential building in which the above apartment is situated, including land and common rooms in the building, pursuant to the Ownership and Other Proprietary Rights Act.

The contracting parties determine by agreement that the seller is an unregistered owner of the garage in Zagreb, Ilica 109, garage code 55311326004, surface area 14.73 m^2, which is situated on the cadastral plot No. 3734, cadastral municipality of Črnomerec, in the basement of the building to the left, together with proportionate shared part of the residential building in which the above garage is situated, including land and common rooms in the building, pursuant to the Ownership and Other Proprietary Rights Act.

The seller acquired the property on the basis of the Deed of donation of 27 February 2002, concluded with Slobodan Praljak as donor.

Subject matter of the Contract
Article 2

The seller sells, and the buyer buys the following property:

- apartment No. 16 on the second floor, in a residential building in Zagreb, Ilica 109, built on the cadastral plot No. 3177, according to new survey plot No. 3734, cadastral municipality of Črnomerec, with a total surface area of 103.30 m^2, entered in the sub folio No. 16931, folio in the land registry No. 8886, cadastral municipality of the City of Zagreb, which consists of 4 rooms, a kitchen, dining room, pantry, bathroom, toilet, entry hall, hallway and two loggias.

The buyer also buys the proportionate shared part of the residential building in which the apartment is situated, including land and common rooms in the building pursuant to the Ownership and Other Proprietary Rights Act.

- unregistered ownership of the garage in Zagreb, Ilica 109, garage code 55311326004, surface area 14.73 m^2, which is situated on the cadastral plot No. 3734, cadastral municipality of Črnomerec, situated in the basement of the building to the left.

The buyer also buys the proportionate shared part of the residential building in which the above garage is situated, including land and common rooms in the building, pursuant to the Ownership and Other Proprietary Rights Act.

The sale price
Article 3

The contracting parties determine the sale price for the above property in a fixed amount of 730,000.00 Kuna (seven hundred thirty thousand Kuna and zero lipa).

Dynamics and means of payment of the sale price
Article 4

The contracting parties determine by agreement that until the day of signing of this Contract, the price has been paid in full.

The seller's guarantees
Article 5

The seller guarantees to the buyer that the above property is not encumbered by any claims or rights of third persons and that it represents her exclusive property.

The transfer of ownership rights
Article 6

The seller concedes to the buyer the right to register ownership over the above apartment in his name in the land books and other public registries in which his property is being recorded and evidenced.

Entry into possession of the apartment
Article 7

The buyer has taken possession of the purchased property and has taken over all obligation regarding the use of the property (utilities and other charges).

The payment of property sales tax and other expenses
Article 8

The contracting parties determine by agreement that the property sales tax and other charges and expenses such as the registering in the land books, implementation in the cadastre and the like, related to this legal matter are payable by the buyer.

Concluding provisions
Article 9

The contracting parties are obliged to deliver all correspondence and all mutual contacts on the addresses stated in the heading of this Contract.
The contracting parties will try to resolve any dispute from this Contract amicably, and in case it is not successful, the jurisdiction of the competent court in Zagreb is indicated.

Article 10

This Sales Contract is made in 7 (seven) identical copies, one for each contracting party, while the other copies will serve for presentation and archiving.

Article 11

This Sales Contract has been read and explained to the parties, after which they state that they understand it, that it corresponds to their intentions and will, and in the sign of acceptance of the rights and obligations proceeding from the same, they sign it with their own hand, and the seller validates her signature with a public notary.

In Zagreb, 3 October 2006

Seller:
KAĆUŠA PRALJAK
/signed/

Buyer:
TUGOMIR GVERIĆ
/signed/

I, Public notary Duško Sudar from Zagreb, Mesnička 8----------
confirm that the party:----------
KAĆUŠA PRALJAK, retiree----------
Zagreb, Kraljevec 35,----------
Personal identity card No. 15241964, issued by the Zagreb Police Administration--------
in my presence signed this document with her own hand.----------
I determined the identity of the applicant on the basis of the above identity card.----
The signature on the document is true.----------
Public notary fee in the amount of 12.00 Kuna has been paid, in accordance with tariff
No. 11 of the Notary Public Charges Act.----------
Fiscal stamps were affixed and annulled on the document which remains in the archive.---
Public notary reward in the amount of----------
50.00 Kuna +0.00 Kuna expenses +11.00 Kuna VAT was charged.----------

No. OV-13664/06
In Zagreb, 12 October 2006 PUBLIC NOTARY
/Seal/ /signed/

TITLE DEED

The seller, **KAĆUŠA PRALJAK,** Kraljevec 35, Zagreb, Personal ID No. 1303947335096 issues this title deed for the following property:

Apartment No. 16 on the second floor, in a residential building in Zagreb, Ilica 109, built on the cadastral plot No. 3177, according to new survey plot No. 3734, cadastral municipality of Črnomerec, with a total surface area of 103.30 m², entered in the sub folio No. 16931, folio in the land registry No. 8886, cadastral municipality of the City of Zagreb, which consists of 4 rooms, a kitchen, dining room, pantry, bathroom, toilet, entry hall, hallway and two loggias, together with the proportionate co-ownership part of the residential building in which the apartment is situated, including land and common rooms in the building pursuant to the Ownership and Other Proprietary Rights Act.

On 3 October 2006 a Contract on the sale of property was concluded between KAĆUŠA PRALJAK, Kraljevec 35, Zagreb, Personal ID No. 1303947335096 *as seller* and TUGOMIR GVERIĆ, Maksimirska 66, Zagreb, Personal ID No. 2305957392302 *as buyer.*

According the above Contract the price of property has been paid in full and the seller gives the buyer unconditional consent to enter the right of ownership over this apartment in the Land Register and other public books in which the property is being recorded and evidenced.

In Zagreb, 3 October 2006

The seller:
KAĆUŠA PRALJAK
/signed/

I, Public notary Duško Sudar from Zagreb, Mesnička 8----------
confirm that the party:----------
KAĆUŠA PRALJAK, retiree----------
Zagreb, Kraljevec 35,----------
Personal identity card No. 15241964, issued by the Zagreb Police Administration--------
in my presence signed this document with her own hand.----------
I determined the identity of the applicant on the basis of the above identity card.----
The signature on the document is true.----------
Public notary fee in the amount of 10.00 Kuna has been paid, in accordance with tariff
No. 11 of the Notary Public Charges Act.----------
Fiscal stamps were affixed and annulled on the document which remains in the archive.---
Public notary reward in the amount of----------
30.00 Kuna +0.00 Kuna expenses +6.60 Kuna VAT was charged.----------

No. OV-13663/06
In Zagreb, 12 October 2006 PUBLIC NOTARY
/Seal/ /signed/

MUNICIPAL COURT IN ZAGREB
LAND REGISTRY MATTER

APPLICANT: TUGOMIR GVERIĆ, ZAGREB, ILICA 109

Stamp:
REPUBLIC OF CROATIA
MUNICIPAL COURT IN ZAGREB
LAND REGISTRY DEPARTMENT

Submitted on 6 February 2007
At 15:19 hours
IN PERSON
Z-8904/07

A P P L I C A T I O N

for entry APARTMENT AND GARAGE

On the basis of the SALES CONTRACT

TITLE DEEDS

The applicant requests that THE OWNERSHIP OF APARTMENT AND GARAGE

(cadastral plot 3734 ČRNOMEREC), garage code No. 55311326004

be entered into the folio of the land registry no. 8886, sub folio 16931

of the cadastral municipality THE CITY OF ZAGREB

In Zagreb, 6 February 2007

Applicant:
Tugomir Gverić
/signed/

Enclosures:
1. SALES CONTRACT
2. TITLE DEED FOR THE APARTMENT
3. TITLE DEED FOR THE GARAGE

REPUBLIC OF CROATIA
MINISTRY OF THE INTERIOR
ZAGREB POLICE ADMINISTRATION

No. 511-19-22/1-92/07
ZAGREB, 2 January 2007

Pursuant to Article 171 of the General Administrative Procedure Act ("Official Gazette" No. 53/1991), upon the request of the party:
TUGOMIR GVERIĆ, we issue

CERTIFICATE OF RESIDENCE

TUGOMIR GVERIĆ (MARKO)
Born on 23 May 1957 in VIROVITICA, VIROVITICA, CROATIA

has the following places of residence on the area of the ZAGREB POLICE ADMINISTRATION:

From	18 October 2004	until	12 May 2005	ZAGREB, MAKSIMIRSKA 66
From	12 May 2005	until	12 December 2005	ZAGREB, 1. RETKOVEC 1 A
From	12 December 2005	until	----------	ZAGREB, ILICA 109

registered pursuant to Article 2 of the Domicile and Residence Act ("Official Gazette" No. 53/1991, 26/1993 and 11/2000).

The certificate is issued for the purpose: PROOF OF RESIDENCE

This certificate is free from payment of fees pursuant to Article 63 of the Law on the Rights of Croatian Defenders from the Homeland War and Members of their Families ("Official Gazette" No. 174/2004).

REPUBLIC OF CROATIA
MINISTRY OF FINANCE - TAX ADMINISTRATION
Branch office Zagreb
Section office /illegible/
Number /illegible/
Received on 14 November 2006
/illegible/ 21422/06
File number

Signature of the official
/signed and stamped/

"PRISTANIŠTE I SKLADIŠTA" d.o.o. (*Dock and warehouses ltd.)*, Rimska 29, Sisak, represented by the director Đuro Bojović (hereinafter: lender-pledgee)
and
SLOBODAN PRALJAK, Kraljevec 37, Zagreb (hereinafter: borrower-pledger)
concluded on 9 January 2006 the following

C O N T R A C T

Article 1

The contracting parties determine by consent that "PRISTANIŠTE I SKLADIŠTA" Ltd., Rimska 29, Sisak, represented by the director Đuro Bojović and Slobodan Praljak, Kraljevec 37, Zagreb, on 7 February 2003 concluded a Contract that was revised by a Contract of 1 January 2005, whereby Slobodan Praljak borrowed from "PRISTANIŠTE I SKLADIŠTA" Ltd., Sisak, represented by the director Đuro Bojović, the amount of 327,474.60 Kuna on a 6-month term with an annual interest rate of 4%.

Article 2

The contracting parties determine by consent that the lender called upon the borrower on 26 July 2005 to an unforced fulfilment, i.e. to return the borrowed amount of 327,474.60 plus the accrued interest, according to the enclosed calculation of interest.

Article 3

The contracting parties determine by consent that the borrower Slobodan Praljak did not return the borrowed amount stated in Article 1 and Article 2 of this Contract, until the day 9 January 2006.

Article 4

The contracting parties determine by consent that, due to securing the lender's entire claim described in Article 1 and Article 2 of this Contract, the borrower as pledger pledges the property – residential building, house No. 161, with a surface area of 35.00 m^2, house plot and yard of the surface area of 100 m^2, i.e. a total area of 135 m^2, ownership 1/1 of Slobodan (Mirko) Praljak, situated on cadastral plot 2064 in the cadastral municipality of Čapljina, which by the old survey corresponds to cadastral plot 1257/1 in the cadastral municipality of Čapljina Trebižat, land registry excerpt No. 829/2004, folio of the land registry 1771, and the lender – pledgee receives the described property as security for the repayment of the loan.

Article 5

The value of the pledged property described in Article 4 of this Contract is determined by the contracting parties in the Kuna equivalent of 46,760.18 Convertible Marks, i.e. in the Kuna equivalent of 29,243.73 US dollars, according to the assessment of the permanent court expert Zoran Škobić, Civ. Eng.

Article 6

The borrower – pledger allows the registration of mortgage in favour of the lender – pledgee over the property described in Article 4 of this Contract, upon the expiry of two years since the date of signing of this Contract, for the purpose of securing the repayment of the full claim of the lender – pledgee described in Article 1 and Article 2 of this Contract.

Article 7

The lender – pledgee is obliged to issue without delay the declaration of erasure of the registered mortgage over the property described in Article 4 of this Contract when the borrower – pledger entirely fulfils all the claims of the lender – pledgee, according the Contract described in Article 1 of this Contract.

Article 8

The borrower, i.e. pledger cannot dispose with the property described in Article 4 of this Contract since the day of the signing of this Contract until the full repayment of the obligations toward the borrower – pledgee.

The pledgee acquires the right of compensation of his claim from the mortgaged property upon the expiry of two years from the date of the signing of this Contract, if the borrower – pledgor until then doesn't repay the borrowed amount described in Article 1 and Article 2 of this Contract.

Article 9

The parties agree to resolve all disputes arising from this Contract amicably, in the contrary they agree to the jurisdiction of the competent court in Zagreb.

Article 10

This Contract is made in four (4) identical copies.

Article 11

This contract was read and explained to the contracting parties, whereupon they declared that they understand it and accept the rights and obligations resulting from the same, and in sign of acceptance sign it with their own hand.

In Zagreb, 9 January 2006

The borrower,
PLEDGER:

Slobodan Praljak
/signed/

The lender,
PLEDGEE:

"Pristanište i skladišta" Ltd.
represented by director
Đuro Bojović
/stamp and signature/

We, Božidar Kovačić and Nika Pinter, Counsels for Mr. Slobodan Praljak in case before the ICTY, signed below, at Mr Praljak's request, related to Registry's request, described in 11 January 2007 letter, state the following:

1. The contract between Slobodan Praljak and Božidar Kovačić was executed on 5 August 2004 (further in text "The basic contract"), concerning representing Slobodan Praljak in his defence before the ICTY, joined by Nika Pinter and Karmen Babić-Praljak as Co-Counsel and Legal Assistant:

2. By the basic contract, a Counsel fee has been established (Božidar Kovačić, Nika Pinter and Karmen Babić-Praljak), where Slobodan Praljak guaranteed to organize and finance all expenses of team work, such as, but without limitation; - special office in Zagreb, exclusively for the purposes of defence preparation in case before the ICTY, with all necessary equipment (computers, scanner, fax machine, phone, copy machine etc), - covering of direct material expenses for Counsels, - engagement of technical staff for collecting and electronic processing of documentary material, - targeted investigation issues, - support for the field work and similar.

3. On 2 March 2005, the basic contract was amended in part of fee dynamics payment in order that Slobodan Praljak would, as of 1 March 2005, execute the fee payments (further in text "reduced fees") in amount of 50% of the originally agreed amount by the basic contract, until the ICTY Registry's decision on his request to finance defence would be rendered;

4. Time of payments of remained non-paid fee portion should be agreed after the final decision of ICTY Registry on Slobodan Praljak's request to finance his defence.

5. On 26 September 2005, Slobodan Praljak has terminated the power of attorney, by which he was represented by Božidar Kovačić, Nika Pinter and Karmen Babić-Praljak, due to inability to settle a) the reduced fee and b) non-paid portion of the fee (paragraph 3 above), therefore by a special agreement, executed on 29 September 2005, the following has been established:
   a. On 1 October 2005, demands of Attorneys Božidar Kovačić, Nika Pinter and Karmen Babić-Praljak in relation to Slobodan Praljak are as follows:
      - Božidar Kovačić demands 42.000 €
      - Nika Pinter demands 30.000 €
      - Karmen Babić-Praljak demands 18.000 €
   b. Slobodan Praljak acknowledges demands, as described in the paragraph above (a) of this agreement.
   c. Slobodan Praljak is obliged to pay the amounts specified in para 5 above as soon as possible, but not later than 31 December 2008
   d. Božidar Kovačić, Nika Pinter and Karmen Babić-Praljak will not charge any interests related to amounts due.

Nika Pinter
/signed/

Božidar Kovačić
/signed/

In The Hague, on 14 February 2007

ICTY – Registry
Attn. Ms. Anne Osure
Churchillplein 1
The Hague, 2517 JW
The Netherlands

The Hague, 20 August 2007

Dear Ms. Anne Osure!

The soap opera "Investigation of an impeccable citizen" Slobodan Praljak goes on.
I can do nothing except repeat evident and clear truths, point to incomprehensible and illogical questions and queries, and "prove innocence".
Let me go item by item:

I (3) Apartment and garage in Zagreb, Ilica 109 (hereinafter: apartment and garage in Ilica)

I proved to you with a paper which I sent you long ago that Dr. Tugomir Gverić paid this property and in the meantime gathered the money and paid the property sales tax. This document too I submitted for your inspection. But what relationship do I have with this, or should have, when and whether Dr. Gverić paid his obligations to the state – only you know this.
And only you know according to which rights and regulations I am allowed to demand of Dr. Gverić to place his documents on my inspection, documents which have nothing to do with the sales contract and payment of the money to Kaća Praljak.
You are a power, you can and you want.
Isn't that so?
And even more important.
It is true and plainly proven that Kaća Praljak ("a person, and independent legal person") sold her apartment, an apartment which she brought into the marriage as her property, apartment which is not a marital acquisition, apartment over which I have no legal claims according to all the laws of the State of Croatia, and the apartment is in Croatia.
As far as I know, the same legal situation is in the countries from which the people who put these questions to me come.
Your question whose is the "apartment and garage in Ilica" is understandable.
It was also understandable to prove and check out whether the "apartment and garage in Ilica" is a marital acquisition (in which case 50% would belong to me), or is it a pre-marital acquisition of my wife Kaća Praljak. In which case, when it is sold, nothing belongs to me.
But these questions, for God's sake, we already resolved.
I proved this to you, if I can prove to you anything at all.
And what Mrs. Kaća Praljak did with her money, over which I have no rights, ASK HER.
I would like to see you, Ms. Osure, conducting such a procedure of investigation in your country.
Enough about that.
There is nothing that can be logically and legally added to this issue.

II (4) Property on the address Radnička cesta 43 in Zagreb, Croatia (hereinafter: Property in Radnička)

As I have no idea what more to say and prove on this morbid topic which I clearly explained, I concluded that the best thing to do is to give you the power of attorney for the sale of the "Property in Radnička".

POWER OF ATTORNEY

I, Slobodan Praljak, resident of The Hague (detention), permanent address Zagreb, Croatia, Kraljevec 35 A, in my sane mind give the power of attorney to Ms. Anne Osure to sell, in my name and for the benefit of the Hague Tribunal, "Oktavijan d.o.o." in full, or the part which belongs to me, and to cover all the expenses which the Court has in relation to the giver of this power of attorney.

Please pay the remaining money into the account which you will open on my name in a bank of your choice.

The Hague, 20 August 2007
/signed/

With this power of attorney sell the "Property in Radnička", cover the expenses of the defence counsel until now and in the future, and give me the rest of the money. So both you and I will be satisfied. In which other way can I explain to you that it is not mine and that I have no shares there. What can I add to what I didn't yet explain to you? You can also quote "Siemens" and "Mercedes Benz" and ask that I tell you and prove that I am not the owner, you can quote and make an issue of "Aluminij" in Mostar and "Anita" in Vrsar and "Chromos", and all other places where I tried to earn some money as mediator! Unsuccessfully.
I am not the owner, I am not the co-owner, I have no connection to the "Property in Radnička".

III (5) The loan which I got from the company "Dock and warehouses"

a) A loan contract may, but doesn't have to be validated with the public notary. This fact does not change the legal foundations and quality of a contract.
b) I will submit to you the excerpt from the land registry in Čapljina.

This, of course, represents a technical problem with regard to my current place of residence, but if you ask for it, I will do it. The point of this whole exercise is not clear to me, because I clearly claim – THIS PROPERTY IN ČAPLJINA:
- House No. 161
- Surface area 35.00 m^2
- Yard 100 m^2
- Cadastral plot 2064, cadastral municipality Čapljina according to the old excerpt
- Cadastral plot 1257/1, cadastral municipality Čapljina Trebižat land registry excerpt 829/2004, folio of the land registry 1771 IS MY PROPERTY ESTIMATED at 46,760.15 KM (Convertible Marks) by Mr. Zoran Škobić, Civ. Eng., the permanent court expert.

I will send you the excerpt as soon as possible.
So much for now.
But that what you are doing – IS IT RIGHT – IT ISN'T RIGHT. IT IS IMPOSSIBLE TO PROVE WHOSE "CHROMOS", "PROPERTY IN RADNIČKA", "SIEMENS" – IS NOT.
WITH INSPECTION OF THE PROPERTY REGISTERS IT CAN BE SEEN WHOSE THEY ARE. These are POLITICALLY MOTIVATED INVESTIGATIONS.
In your cultivated, European countries, you are not allowed to work like that.

Sincerely yours,
Slobodan Praljak, prof.
Master in EE, film and theatre director

Enclosure!

Slobodan Praljak

Den Hague, 24 June 2008

Dear Mr. Martin Petrov,

If I remember well, and I remember well, you wrote in your last request addressed to me that I must clarify certain items and, following that, you will make a decision regarding my request.

The monetary request.

Although I considered your investigation against an "impeccable citizen" as to be a discreditation of rights and legal customs and usage (the proving of negation is a logical paradox), I nevertheless fulfilled your requests.

Faced with your imperial power, what other option was I, the slave of God, left with.

I did it all with the patience of a Stoic school student and with the pains of Job.

And what, for heaven's sake, are you now waiting for?

Long, long months have passed, and you keep silent?!

Pay me what is due, according to your rules.

Or you still don't love me, though I don't know why.

Write something, make a decision, let us go on playing this "commedia dell arte".

Sincerely yours,
Slobodan Praljak
/signed/

P.S. You can write out the titles after this beautiful name yourself to your heart's desire. The choice is long.

Slobodan Praljak

The Hague, 23 March 2009

Dear Mr. Petrov,

After the winter holidays are over, I am trying, together with Mr. Kovačić, to discover where and who made a mistake by giving you that kind of information.

Facts:
As a student I went to work in Germany.
Afterwards I got the residence permit and the work permit, and they were all valid until 1993, when their validity expired, and for the reasons of war I never extended them.

Attached I am sending you the photocopies of my passports.

I had a savings account with Dresdner Bank (Munich-authors remark) and I kept my money on that account.
I hoped this would be some provision "for the old days".
For various family reasons, I had to withdraw the money and it was spent.
I think I did this in the year 1999.

That's how it was!

The only thing which might by true is that at the moment of withdrawal the interest was not calculated, and that it was later deposited by the bank on the same account.

But I was not aware of this.
It might have been between 800 and 1000 Euro.
But I really don't know that for sure.

You claim otherwise.

I did a very simple thing – I gave the power of attorney to Mr. Kovačić to withdraw the money from the bank account, the money for which you claim that it exists.
Hopefully this is so.

Please get in touch with Mr. Kovačić and check whether the bank will pay out the money for which you claim that it exists and that it is mine.

Sincerely yours,
Slobodan Praljak
/signed/

P.S. There are no other accounts on my name, but Mr. Kovačić will verify that too.

ATTORNEY AT LAW
Božidar Kovačić

Hand delivered

INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
REGISTRY
Attn. Mr. Martin Petrov, Head of OLAD

The Hague, 29 April 2009

Case: *Prosecutor v. Slobodan Praljak et al., IT-04-74-PT*

Re. *Indigence inquiry – Ms. Anna Osure 11 December 2008 letter*

Dear Mr. Petrov,

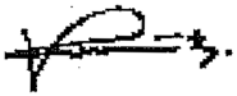
Regarding above referenced letter concerning alleged funds of Mr. Slobodan Praljak in Dresdner Bank and particularly related to 23 March 2009 letter of Mr. Praljak that I sent to you with my letter of 27 March 2009. I would like to inform you as follows.

After I got some information from the Dresdner Bank which differs significantly from the information provided by your 11 December 2008 letter and in accordance with the request of my client, on 27 March 2009 I requested the bank to transmit all funds allegedly owned by Mr. Praljak and kept in that bank to my bank account in the Hague. The idea was to shorten fruitless and unnecessary correspondence because the bank would certainly not transmit one cent more than what is really owned by Mr. Praljak. Nevertheless, the bank has not reacted to the said request for transmittal of funds and failed to provide any explanation.

Today I have sent another letter to the bank requesting an explanation. I believe that in this phase I am obliged to inform you that it seems that there is a problem regarding the information earlier provided to the Registry by the Dresdner Bank and it might need more time and effort to find out what is required. I was also thinking about visiting the bank personally but that would be impossible due to the fact that Mr. Praljak is about to start testifying in the court.

If you need any additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely yours,



CC:
- Ms. Anna Osure

ATTORNEY AT LAW
Božidar Kovačić

By e-mail

DRESDNER BANK AG
Legal Department
Attn. Dr. Thomas Fischer
Jurgen-Ponto Platz 1
D-60301 FRANKFURT AM MAIN
GERMANY

The Hague, 29 April 2009

Case: *Prosecutor v. Slobodan Praljak et al., IT-04-74-T*

Re. *My letter of 27 March 2009*

Dear Dr. Fischer,

Your fine bank has not responded to my 27 March 2009 letter that I sent by registered mail. I also sent an e-mail message to you a few days ago but this also has gone unanswered.

Two possible options remain: (a) either Dresdner Bank transmits all funds from the account/s of my client, Mr. Slobodan Praljak (if there are any) to my account – as I requested by the said letter, or (b) the bank should clearly present the reasons for refusing to comply with the request to transmit the funds. So far the bank has failed to do anything.

Accordingly, I am kindly asking you to inform me as to the situation: why has Dresdner failed to perform as requested? No doubt you understand that my client is under the obligation to respond to the ICTY Registry's inquiry regarding funds that he allegedly keeps in your bank. Having in mind that the information in possession of the Registry originated from the Dresdner Bank and the information that I got from you differs significantly, my client is not able to provide the required response to the Registry.

I am kindly asking you to consider this and reply to me as soon as possible.

If you need any additional information please do not hesitate to contact me at your earliest convenience.

Sincerely yours,

Encl.

ATTORNEY AT LAW
Božidar Kovačić

By Registered Mail

DRESDNER BANK AG
Legal Department
Attn. Dr. Thomas Fischer
Jurgen-Ponto Platz 1
D-60301 FRANKFURT AM MAIN
GERMANY

The Hague, 27 March 2009

Case: *Prosecutor v. Slobodan Praljak et al., IT-04-74-T*

Re. *Your 16 March 2009 e-mail message*

Dear Dr. Fischer,

I appreciate very much your above referenced message.

I have transmitted the received information to my client, Mr. Slobodan Praljak and subsequently have discussed the related issues with him on 23 March 2009.

Having in mind the information received from your fine office (your fax of 5 February and e-mail message of 16 March 2009) as well as the information received from the Registry of ICTY on 11 December 2008, the situation regarding my client's funds at the account/s with your fine bank is somehow confusing.

Nevertheless, my client instructed me to request your fine bank to transmit all his funds kept on the account/s with Dresdner bank to my account # 50.58.53.213 with the ABN-AMRO bank in The Hague; IBAN: NL28ABNA0505853213, BIC: ABNANL2A.

Accordingly please arrange for transmittal of all funds to the said account at your earliest convenience.

You will find enclosed a Power-of-Attorney signed by my client and solemnized by an officer of the Embassy of Republic of Croatia that includes authorization for transmittal of funds.

If there will be any need for further correspondence please be so kind to address it to my field office in The Hague, Prins Mauritiusplein 28, The Hague 2582 ND, or to fax number +31703503140, or to e-mail address bkovacic@icty.org.

If you need any additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely yours,

Encl.

ATTORNEY AT LAW
Božidar Kovačić

By e-mail

INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
REGISTRY
Attn. Mr. Martin Petrov, Head of OLAD

The Hague, 4 May 2009

Case: *Prosecutor v. Slobodan Praljak et al., IT-04-74-PT*

Re. *Indigence inquiry – Ms. Anna Osure 11 December 2008 letter my 29 April 2009 letter*

Dear Mr. Petrov,

Regarding above referenced correspondences concerning the funds of Mr. Slobodan Praljak in Dresdner Bank I would like to inform you as follows.

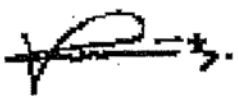
Shortly after I have sent you 29 April 2009 letter I established that the Dresdner Bank had transmitted approximately € 69.500,00[1] to my account in accordance with Mr. Praljak's request of 27 March 2009. However, I am still waiting for details of that transfer, namely from which account/s that money was transmitted.

Accordingly, I will inform Mr. Praljak about that today in order to provide final response to your 11 December 2008 inquiry.

As you are most probably aware Mr. Praljak is starting to testify today and according to a plan that will last until early July. Accordingly, I believe that the response will be prepared as soon as Mr. Praljak completes his testimony because he has to concentrate fully on his testimony and should not be distracted with anything else. I am kindly asking you to recognize that this delay is necessary and unavoidable.

If you need any additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely yours,



CC:
- Ms. Anna Osure

[1] I am not able to state the exact sum because I do not have the documents with me in this moment. In further correspondence I will inform you about the exact amount.

Slobodan Praljak,
Master in E.E., professor of philosophy and sociology, film and theatre director

The Hague, 26 October 2009

Dear Mrs. Osure,

My defence section in this trial has ended, I took some rest and now I have to provide you with the explanation why didn't I "report" the money which was on my account with the *Dresdner Bank* in Frankfurt am Main.

1) I had no idea the money was there
2) I didn't put it on that account
3) I have never been in Frankfurt am Main
4) If I had known the money existed, I would have spent it while ago – I needed it for hundreds of things
5) If you hadn't discovered it, it would have remained there forever. The bank would be silent about it and I wouldn't ask for something which does not exist for me
6) I spent the money and withdrew it from the account with the *Dresnder Bank* in Munich long time before the trial

And this is the truth. The whole truth!

There is a possible explanation about the existence of this account.

As the war started, two friends of mine who lived and worked in Germany were provided with my authorization in order to run business with my bank account.

Whether one of them put the money on the account by using my authorization, whether this money was meant to be used for a weapon purchase or is there something else in question, I don't know.
Now, when I have more time, I will try to investigate it – find those people and ask them whether they are familiar with the matter.

Slobodan Praljak
/signed/

ATTORNEY AT LAW
Božidar Kovačić

Trg ružmarina 6
51512 Njivice
CROATIA

☎ Tel. +(385) (0)51/847-236; ☎/🖷 +(385) (0)51/846-174; GSM +(385) (0)98/258-499, E-mail: attorney.kovacic@ri.t-com.hr

Hand delivered!

INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
REGISTRY
Attn. Ms. Fiana Reinhardt, Acting Deputy Head of OLAD
P.O.Box 13888
2501 EW the Hague
The Netherlands

The Hague, 5 February 2010

Case: *Prosecutor v. Slobodan Praljak et al., IT-04-74-PT*

Re. *Your 26 November 2009 letter re Mr. Praljak's rights under Rule 45(A)*

Dear Ms. Reinhardt,

On 4 December 2009 I have received your 26 November 2009 letter and I believe that Mr. Praljak received it on B/C/S at about the same time. On 7 December 2009 I requested an extension of time to respond to your 26 November 2009 letter and you kindly consented to this request by your 16 December 2009 letter.

In response to your above referenced letter please find enclosed Mr. Praljak's personal letter[1] in response as well as additional information as follows.

To the extent possible I am referring to the items/subtitles as presented in your 26 November 2009 letter.

I. ASSETS

a. House at Kraljevac 35/35A in Zagreb

Since the beginning of indigence proceedings, Mr. Praljak has provided extensive information in regards to this property. In sum, he has clearly explained a history of ownership of the house and within that he clearly stated that the house is not in his ownership. Excerpts from the Court Land Registry were provided clearly showing that Mr. Praljak is not the owner of the property.

Thus, the said property is not owned by Mr. Praljak and it should not be considered as his asset.

b. Apartment and garage in Ilica 109 in Zagreb

Since the beginning of indigence proceedings, Mr. Praljak has provided extensive information in regards to this property. In sum, he has submitted that this property was originally owned by his spouse, Mrs. Kaća Praljak before she married him. Consequently, in accordance with the national law, this property is not to be

[1] Annex 1

considered as marital (community) property. Even though Mr. Praljak also provided the history details that included some other legal transactions with that property, essentially this is all irrelevant for these proceedings since the apartment is ultimately sold to Mr. Gverić (after Mr. Praljak borrowed and returned the same value to Mrs. Praljak). All relevant documents confirming this information has been provided to the Registry (including sales contract and property turnover tax).

Thus, the said property has never been owned by Mr. Praljak and it should not be considered as his asset.

c. Property in Čapljina, BiH

The fact that this property Mr. Praljak inherited from his parents as well as a value of that property has been beyond any dispute between Mr. Praljak and the Registry. All relevant documents have been provided.

However, there is related issue that has to be mentioned. Mr. Praljak earlier informed the Registry that he owes some money to the company "Pristanište i skladišta" and that Čapljina property serves as collateral in regards to that debt according to a credit contract (encumbrance). However, the mortgage was not recorded in the Court Land Registry because Mr. Praljak hoped that he would be able to pay the debt to the said company and the company agreed to wait with filing a request to the Court Land Registry to make a notice of the mortgage in the Land Registry. As Mr. Praljak has not been able to pay the debt, he has been recently formally informed by the creditor that they would file the request for recording the mortgage in the Land Registry soon. In addition, the creditor will make the same in regards to "Pisak" property because the debt became higher than value of the "Čapljina" property due to accumulated interest. Mr. Praljak agreed with that since he wants to honor his commitment and the debt actually exists. Up to this moment Mr. Praljak is not informed that intention of the creditor is materialized but he is informed that this is in process. Mr. Praljak will inform the Registry about the outcome as soon as he got this information and appropriate documents.

Accordingly, the "Čapljina" property (and the "Pisak" property too) should not be considered as available source of capital for Mr. Praljak since legally those properties are controlled by the debtor and consequently Mr. Praljak will be unable to draw any cash from it.

In addition, a real estate market in BiH and Croatia dropped considerably and prices of real estates are approximately 30 – 40% lower than before 2009.

d. Pisak property in Croatia

Except the situation mentioned in regards to "Pristanište i skladišta" mortgage above and significant decrease of the real estates value in BiH and Croatia (see: above item c.), all other facts regarding this property are unchanged.

e. Oktavijan, d.o.o.

As it transpires from your 26 November 2009 letter, discussion between the Registry and Mr. Praljak has been quite extensive. Mr. Praljak addressed the issues in his letter that is attached hereby.

As stated before, Mr. Praljak has never been real (legal) owner of the company and was associated with it only as a representative (or agent) of real stake-holders (Mr. Jura Zlatko Pušić and Mr. Zoran Praljak). In that capacity Mr. Praljak fictively held a share in the company at a time but since he left the project before it was completed this share was transmitted back to the real owners and this is recorded in the public registry of the companies at Commercial Court in Zagreb. Mr. Praljak earlier explains in detail that he was fictitious share holder for some practical reasons, mainly of taxation purposes.

Regarding related question of Mr. Praljak's position of procurator at "Pristanište i skladišta" (owned by "Oktavijan"), Mr. Praljak states that he renounced that position approximately at a same time when he terminated any relationship with "Oktavijan d.o.o." and this fact is recorded in the public registry of the companies at Commercial Court in Sisak. I have to add here that it is realistically impossible to imagine how would Mr. Praljak act as a procurator for the said company while he is in detention – it would be simply impossible.

In regards to your specific question concerning repayments of the loans made to "Oktavijan d.o.o." since 15 February 2007, Mr. Praljak earlier stated that he did not provided any loans to the company but that that was done by real owner for taxation purposes. Mr. Praljak acted in this transaction as fictitious creditor in behalf of real owner in accordance with his general role in that business project. Accordingly, Mr. Prljak has not received any repayments nor he should receive anything.

Accordingly, nothing has changed in the meantime in regards to relationship between Mr. Praljak and the said company and/or real shareholders of the company.

f. Liberan, d.o.o.

Nothing has changed in the meantime in regards to Mr. Praljak's relationship with the said company. Nevertheless, the Registry has established that this company has no financial value at all.

g. Yacht

Even though in the attached letter Mr. Praljak states that a proof about payment of turnover taxes would be send to the Registry, I have to inform the Registry that in fact this proof is already in a possession of the Registry. It appears that Mr. Praljak accepted at a face value your implied claim that a proof on payment of turnover tax has not been submitted. You stated in your 26 November 2009 letter that you received *"a copy of the formal sale agreement dated 29 August 2005 and notarized 5 July 2007"*[2].

The sale agreement was enclosed to Mr. Praljak's 11 July 2007 letter; there are two pages of the contract text, followed by one page containing notarization stamp[3], followed by one page containing official stamp - a local tax authority clause that clearly shows that a due taxes has been paid. Accordingly, I do not see reason to submit the same proof once again but of course I'll do that if you insist.

[2] See penultimae paragraph at page 4 of your letter.
[3] Mr. Praljak's signature is notarized by an officer of the Embassy of Republic of Croatia in The Hague.

Entire history of the purchase of the salvaged yacht has been discussed in previous correspondence (partnership Mimica – Praljak, rebuilding, equipping, maintaining, anchorage, use and sale). There is nothing new in regards to this issue since Mr. Praljak's minor stake in the yacht has been transferred to Mr. Mimica in accordance with their agreement from the time when the salvaged yacht was purchased.

h. Accounts at the Commerzbank in Frankfurt

Mr. Praljak does not have any supplemental knowledge about this bank account. He is simply not aware of having such account at any time.

i. Account at Privredna Banka Zagreb

As Mr. Praljak informed you earlier there is one active account to which his pension is regularly paid and two inactive accounts that he used earlier for various purposes. There is practically no money kept on those two inactive accounts, while the monthly installments of pension are regularly received and spend for living needs.

Perhaps there is a need to mention that a governmental agency that is paying pension allowance to Mr. Praljak requested him to open an account with this particular bank with purpose to facilitate pension payments.

j. Accounts at the Dresdner Bank in Frankfurt

Your presentation of situation and correspondence related to the said account/s is generally accurate except for some minor details.

In the attached letter Mr. Praljak summarizes his position on the said account/s.

Mr. Praljak's relatives and friends are currently trying to establish whereabouts of two persons that might provide relevant information about use of this account at the Dresdner Bank. At this moment there is meager information but there is also some potential that reasonably may lid to usable findings. Accordingly, the origin and ownership of the money that was found at the account/s at the Dresdner Bank is still uncertain. Naturally, as soon as any useful information will be obtained Mr. Praljak will promptly inform you about it. I am sure that Mr. Praljak would honor his word and will inform you about origin and ownership of the said founds as soon as he get any information currently being hunted by his friends and relatives.

As I mentioned in earlier correspondence, despite of considerable efforts from my side in extensive correspondence with the bank (and particularly with Dr. Thomas Fischer, Legal services of the bank), I have never got information as to who deposited the money on the account/s, when and where it was deposited or from which account it was transferred to the account in the Dresdner bank. In fact, it is not still clear whether the total sum that was finally transferred to me originated from one or more accounts considered to be Mr. Praljak's account/s.

On 22 April 2009 I have received € 69.466,33 from the bank. On 12 May 2009 I transmitted the amount of € 69.404,33 (received amount minus transfer costs) to Mr. Nikola Praljak-Babić as a temporary custodian in accordance with Mr. Praljak's instructions. Mr. Praljak instructed Mr. Nikola Praljak-Babić to keep this founds as a trustee until it will be established who, why and when this money was deposited to Mr. Praljak's account at Dresdner Bank.

k. Accounts at the Raiffeisen bank in Croatia

There is no supplemental or additional information in regards to this issue.

II. INCOME

In accordance with earlier statements supported by documents, the only liquid, steady income of Mr. Slobodan Prljak is a pension allowance that he is regularly receiving from the government on monthly basis. The pension is adjusted to the changes of average life expanses as determined by the regulation from time to time. Mr. Praljak and his spouse Mrs. Praljak are maintaining joint household with only income being their pension allowances. Official statistics and other related information about living expenditures are public and accessible to everybody.

Please find enclosed certificates issued by the pension agency showing amounts of Mrs. and Mr. Praljak's pension for October, November and December of 2009.[4]

III. LIABILITIES

An itemized specification of expenses related to the preparation of the defence was attached to my 6 April 2006 letter.

As per your specific question in regards to status of Mr. Praljak's debts to his lawyers I would remind you that you received a memorandum dated 14 February 2007 signed by Ms. Nika Pinter and myself (co-counsel and lead counsel) that was attached to my letter of 15 February 2007. According to that document Mr. Praljak was obliged to pay total of € 90.000,00[5] to his lawyers at latest on 31 December 2008.

Mr. Praljak has not been able to honor the said commitment and after exploring some possibilities and negotiations, on 2 November 2009 it was finally agreed that Mr. Praljak is obliged to pay the said amount at latest on 31 December 2010.[6]

Accordingly, this debt still exists as well as other itemized categories of expanses provided in by my 6 April 2006 letter.

IV. LIVING EXPENSES

There are no considerable changes in regards to living expenses of Mr. Praljak. The structure of expenses for his household in Zagreb has increased proportionally to the general increase of costs of living in Croatia (this data are periodically published by authorities).

In UNDU Mr. Praljak's records shows that he spends about € 100 per week for telephone credit card and about € 80 per week for other life necessities.

Atypical expenses for Praljak family are also those related to regular visits of Mrs. Praljak to her husband Mr. Praljak in UNDU. Having in mind her place of residence those expanses are not to be neglected even though nobody is keeping a precise record.

V. MEMBERS OF HOUSEHOLD

[4] Annex 3

[5] See the amount recorded in specification of expances for preparation of defence transmitted to the Registry as attachment to my 6 April 2006 letter.

[6] Annex 2.

As stated before (also see above; item II. Income) the only members of Praljak's household are Mrs. and Mr. Praljak.

If you need any additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely yours,

Encl.
- Annex 1; Mr. Praljak's letter dated 25 January 2010
- Annex 2; Note verbal, 2 November 2009, signed by Mr. Praljak and defence counsel
- Annex 3; Certificates issued by the pension agency for October - December of 2009.

ANNEX 1
Mr. Praljak's letter dated 25 January 2010

Slobodan Praljak, Master in EE, professor of philosophy and sociology, theatre and film director

ICTY
REGISTRY
Attn.: Ms. Fiana Reinhardt

The Hague, 25 January 2010

Dear Ms. Reinhardt,

Our correspondence (which will probably significantly contribute to the understanding of historical substance) is continuing to our mutual satisfaction.

In one of your latest letters it was stated that the last three questions are put to me, which I ought to answer in order to bring this soap opera to a close.

I fulfilled your request with precision, answering/clarifying these questions, and now you are writing to me again, saying that "you are offering me the last chance" and this warning is underlined.

And after that – what, you will hang me in the very best tradition of your history, you will lock me away, give me a right to a fair trial…it has been more than 45 years since I lost all social illusions without becoming a cynic or a depressive person.

It's been a long way back since the vector fields of social relations have been clear to me, and I am not exceedingly angry at seeing you "slicing my brain" – if nothing else, due to this activity you can afford yourself good wine with your lunch – and this is certainly worth of such activity over my brain.

YOU ARE WELL PAID.

I don't mind your power, the imperial power of the spirit of the West, but please get rid of that moral triumphalism which sticks out from your sentences.

Do your execution coldly, as a professional, don't wrap up the banal cases of cannibalism into moral cellophane.

"DRINK YOUR TEA, SEMIRAMIS"

And now, let me lay out my story, over and again.

1. PROPERTY

A) House on the address Kraljevec 35/35A, Zagreb, Croatia

It cannot be clearer, I cannot tell, explain and prove to you more clearly than I have already done.

The house is not mine, it has not been in my ownership for a long time before the trial, nor was it mine during the trial, and what belonged to my brother, what belonged to my mother, and why and when I transferred a part of a house to a person to whom my late mother gave it – I explained all of that and proved it by enclosed documents.

But, while I was still studying Hegel I realized that for the POWERS-THAT-BE the following quotation applies "if the facts do not correspond to their truth, so much worse for the facts".

(I am listening to "Figaro" and they are shouting just now "Bravo, bravissimo!")

I HAVE NO NEW, NO ADDITIONAL, NO UPDATED INFORMATION ABOUT THESE HOUSES – BECAUSE THEY ARE NOT MY PROPERTY.

B) Apartment and garage in Ilica 109, Zagreb, Croatia

How Mrs. Kaća Praljak – formerly Babić – acquired her apartment, how she divided the property with her first husband, how she gave the apartment to me, i.e. the money from her first apartment, how I returned the money to Kaća Praljak, i.e. the apartment in Ilica 109 with a deed of donation, how that apartment was sold to Dr. Gverić, how and to whom the property sales tax was paid – everything is documented, submitted to you and there is nothing more to add.

And where is the money from that apartment?

One ought to put that question to Mrs. Kaća Praljak (because this is the money which she acquired outside of marriage with me), but as far as I know, it was spent on the functioning of my office for documented facts, all of which you can find on www.slobodanpraljak.com.

Check out how much it costs when the Prosecution speaks to ca. 230 witnesses, records the conversation, transcribes it, and carries it again to the witness for authorization.

Just how much it cost me to revisit my witnesses to validate their statements with a public notary or at a court? Why were these validations not done at the moment of signing the statements?

Because the Hague Tribunal thought that the public notaries and courts in the states of former Yugoslavia are good for nothing, that these institutions are devoid of dignity, seriousness and legitimacy, so a signature validated there was not valid.

All until you ran out of money, because when I asked of you to visit my 150 witnesses and confirm the validity of their statements, you, gentlemen, changed your view of the courts in BiH /Bosnia and Herzegovina/ and public notaries in Croatia, and the job of visiting the witnesses and validating the statements was left to me, i.e. Mrs. Praljak and others.

And how much did I spend on it?
How much would you have spent?

C) Property in Čapljina, BiH

As far as I remember, you have the assessment of the value of my property in Čapljina, and the court expert must have had the excerpt from the Land Registry.

"Dock and warehouses" d.o.o. never activated the mortgage over the property in Čapljina, because I kept promising them that I will give them the money which you owe me and thus repay my debt.

Before the New Year they informed me that they will activate the mortgage over my property in Čapljina and my vacation home in Pisak, because

a) I am not returning the money
b) By accountancy laws they must have the mortgage as guarantee for the repayment of debt
c) They will also activate the mortgage over Pisak, because:

the property in Čapljina doesn't cover the debt for two reasons

1) The debt is getting bigger and bigger due to accumulation of interest
2) The value of property in Croatia and BiH fell by 30-40%.

I neither want, nor am I in the position to prevent the "Dock and warehouses" d.o.o. from activating the mortgage over this property, and when I get the information that this was done, I will duly inform you.

D) The property in Pisak, Croatia

If I or the Registrar would now like to sell that small house in Pisak (far from the sea, without an access road) we wouldn't get more than 50% of its estimated value.

E) Oktavijan d.o.o.

1. I didn't transfer my shares in "Oktavijan" to Jure Zlatko Pusić et al. and Zoran Praljak, but I performed certain jobs for them and in their name.
   As I had told you before (not that you care what a man from the Balkans is saying), for the job done I charged a commission (which was not a significant amount) and I spent that money on living expenses and to help some people.
2. I didn't raise any loans in "Oktavijan's" name, but, as far as I know, "Oktavijan" raised credits for further development.
3. Nothing can be changed in a statement which is true.
   a) I am not the owner of "Oktavijan" even in the smallest portion, and I never have been.
   b) I have no role in the management or anything else connected to "Oktavijan".
   c) I cannot, neither do I want to, nor is it allowed to comment on the persons and their affairs if you have no connection with those affairs.

But who knows, if you place me into some of your modern, sophisticated, exterritorial centres for admission and re-education, maybe then I will admit to you everything what you tell me that it is true.
I have nothing more to add, because everything is clear and crystal clean.

How am I, for heaven's sake, going to be a holder of procuration in the company "Dock and warehouses" d.o.o. when the holder of procuration is expected to use his business contacts and ability to bring in work for the company. After which, he is paid a percentage of the company's income.
The only way is for the Registry to give me some merchandize which they could store up there in Sisak and thus help me earn something.

F) Liberan d.o.o.

I have nothing to add to what I said already.

G) The Yacht

Mimica has paid the sales tax for the yacht and this document will be supplied.
I didn't receive 30,000 Deutsche Marks from Mimica, because though the yacht was registered on my name, Mimica invested 80-90% of his own work and money to make a boat out of that sunken tin can.
I bought the wreck at an auction and for that reason it was on my name.
In reality, Mimica worked, he lives at the seaside, he operated the boat, took care of the mooring in Omiš, etc. I was three or four times on that boat, for seven days at a time.
Apart from being cousins, we are friends since childhood, and this is the reason why the boat was on my name, though in a greater part it was his.

H) The accounts in Commerzbank in Frankfurt, Germany

I have no idea what this is all about.
I have no new knowledge about not knowing what this is all about.

I) The account in Privredna banka Zagreb, d.d.

I presume I am still receiving my pension on that account, because this contract was made by the Ministry of Defence. I am not due to receive any additional money from anyone.

J) Accounts in Dresdner Bank in Frankfurt a/M, Germany

This is not my money, I didn't deposit it.
I am not allowed to spend it.
Mr. Kovačić deposited the money with Nikola Praljak-Babić.
I am trying to find out who deposited that money – probably for the defence of Croatia.
It is hard for me to conduct this investigation while being in detention, but as soon as I find out, I will inform you

K) Accounts in Raiffeisen Bank

I explained everything.
This was not my money and I have no money there, in that bank.

2. INCOME

Apart from the above listed property and income about which I informed you (pension allowance), I have no other income.

Slobodan Praljak
/signed/

ANNEX 2
Note verbal – 2 November 2009, signed by Mr. Praljak and defence counsel

Amendment of oral agreements made on 5 August 2004, 2 March 2005, 29 September 2005 and 14 February 2007 between Counsel Božidar Kovačić, Nika Pinter and Karmen Babić Praljak (further in text: Counsel), and Slobodan Praljak (further in text: Accused), on representing Slobodan Praljak's Defence before the ICTY

1. NOTING:

a) that between Slobodan Praljak and Božidar Kovačić an oral agreement was made on 5 August 2004 (further in text "The Basic Agreement"), on representing Slobodan Praljak's Defence before the ICTY, joined by Nika Pinter and Karmen Babić Praljak as Co-Counsel and Legal Assistant in September 2004:
b) that by the agreement mentioned above in previous count, a Counsel fee was established (Božidar Kovačić, Nika Pinter and Karmen Babić Praljak), and Slobodan Praljak guaranteed to organize and finance all expenses of team work, such as, but without limitation; - special office in Zagreb, exclusively for the purposes of defence preparation in case before the ICTY, with all necessary equipment (computers, scanner, fax machine, phone, copy machine etc), - covering direct material expenses for Counsel, - engagement of technical staff for collecting and electronic processing of documentary material, - targeted investigation issues, - support for the field work and similar.
c) that on 2 March 2005, the above mentioned agreement was amended in part of Counsel fee amount in order that Slobodan Praljak would, as of 1 March 2005, execute the fee payments (further in text "reduced fees") in amount of 50% of the originally agreed amount by the Basic Agreement, until the ICTY Registry's decision on his request to finance defence would be rendered
d) that by the agreement made on 29 May 2005, it was established that on 1 October 2005, claims of Counsel to Slobodan Praljak were:
   I. Božidar Kovačić claims 42.000€
   II. Nika Pinter claims 30.000€
   III. Karmen Babić Praljak claims 18.000€
   IV. Slobodan Praljak is obliged to pay the amounts cited above as soon as possible, but not later than 31 December 2008, and Counsel (Božidar Kovačić, Nika Pinter and Karmen Babić Praljak) will not charge any interests related to amounts due.
e) that on 14 February 2007 was agreed that on the dynamic of payment of remaining unpaid portion of the fee will be agreed after the final decision of the ICTY Registry on Slobodan Praljak's request on financing his defence.

2. Considering previous above mentioned agreements, especially facts that
   a) until 2 November 2009 Slobodan Praljak didn't fulfil his obligations agreed on 29 May 2005 (cited above) and that claims of Counsel remained the same as on 1 October 2005, and
   b) until 2 November 2009 ICTY Registry didn't render a decision on Slobodan Praljak's request on financing of defence, it was agreed that previously established maturity claims to Slobodan Praljak has been postponed until 31 December 2010.

In The Hague, 2 November 2009

Božidar Kovačić	Nika Pinter	Karmen Babić Praljak
/signed/	/signed/	/signed/

ANNEX 3
Certificates issued by the pension agency for October, November and December 2009

HZMO
Croatian Pension Fund
REG.NO. 01416626
www.mirovinsko.hr
Free line 0800 63 63 63
Voice machine 080 103 103
AREA OFFICE IN ZAGREB 1761

NOTICE ABOUT RECEIVED PENSION INCOME

Name and surname:	PRALJAK SLOBODAN
Address:	ILICA 109
	ZAGREB
	10000 ZAGREB
Personal No.	03178912082 0
Account No.	790002 3202532252
PAYMENT FOR	October 2009
Type of pension:	OLD AGE PENSION

Codes and amounts of pension incomes and deductions

01	8,351.74
15	927.93
16	167.03
24	290.27

Amount for payment: ***__6,966.51__ Kuna

This information about pension income serves as proof of realized rights from pension and disability insurance. Your area office or the Central service of the Croatian Pension Fund stated on this notice is competent for information about your pension income. When addressing the service please use your Personal No. written on this notice.

Please inform the competent service of any change of address or other changes which impact upon the payment of your pension income.

EXPLANATION OF CODES OF PENSION INCOME AND DEDUCTIONS

01 – PENSION
02 – PROTECTIVE SUPPLEMENT
03 – SUPPLEMENT FOR BODILY DISABILITY
04 – SUPPLEMENT FOR HOME CARE
05 – SALARY ALLOWANCE
06 – SUPPLEMENT TO THE PENSION
07 – OTHER INCOME
08 – PENSION BALANCE
09 – BALANCE OF PROTECTIVE SUPPLEMENT
10 – BALANCE OF THE SUPPLEMENT FOR BODILY DISABILITY
11 – BALANCE OF THE SUPPLEMENT FOR HOME CARE
12 – BALANCE OF THE SALARY SUPPLEMENT
13 – BALANCE OF THE SUPPLEMENT TO THE PENSION
14 – BALANCE OF OTHER INCOME
15 – TAX
16 – SURTAX
17 – DISTRAINT
18 – CREDIT
19 – INSURANCE PREMIUM
20 – UNALLOWINGLY PAID PENSION INCOME
21 – ADDITIONAL SUPPLEMENT FOR MEDICAL INSURANCE
22 – RETURN OF UNALLOWINGLY CALCULATED STOPPAGE
23 – MEMBERSHIP FEE OF THE CROATIAN PENSIONERS' ASSOC.
24 – SPECIAL TAX
25 – PREMIUM OF SUPPLEMENTARY MEDICAL INSURANCE
26 – OTHER STOPPAGES

HZMO
Croatian Pension Fund
REG.NO. 01416626
www.mirovinsko.hr
Free line 0800 63 63 63
Voice machine 080 103 103
AREA OFFICE IN ZAGREB 1757

NOTICE ABOUT RECEIVED PENSION INCOME

Name and surname:	PRALJAK SLOBODAN
Address:	ILICA 109
	ZAGREB
	10000 ZAGREB
Personal No.	03178912082 0
Account No.	790002 3202532252
PAYMENT FOR	November 2009
Type of pension:	OLD AGE PENSION

Codes and amounts of pension incomes and deductions

01	8,351.74
15	927.93
16	167.03
24	290.27

Amount for payment: ***__6,966.51__ Kuna

This information about pension income serves as proof of realized rights from pension and disability insurance. Your area office or the Central service of the Croatian Pension Fund stated on this notice is competent for information about your pension income. When addressing the service please use your Personal No. written on this notice.

Please inform the competent service of any change of address or other changes which impact upon the payment of your pension income.

EXPLANATION OF CODES OF PENSION INCOME AND DEDUCTIONS

01 – PENSION
02 – PROTECTIVE SUPPLEMENT
03 – SUPPLEMENT FOR BODILY DISABILITY
04 – SUPPLEMENT FOR HOME CARE
05 – SALARY ALLOWANCE
06 – SUPPLEMENT TO THE PENSION
07 – OTHER INCOME
08 – PENSION BALANCE
09 – BALANCE OF PROTECTIVE SUPPLEMENT
10 – BALANCE OF THE SUPPLEMENT FOR BODILY DISABILITY
11 – BALANCE OF THE SUPPLEMENT FOR HOME CARE
12 – BALANCE OF THE SALARY SUPPLEMENT
13 – BALANCE OF THE SUPPLEMENT TO THE PENSION
14 – BALANCE OF OTHER INCOME
15 – TAX
16 – SURTAX
17 – DISTRAINT
18 – CREDIT
19 – INSURANCE PREMIUM
20 – UNALLOWINGLY PAID PENSION INCOME
21 – ADDITIONAL SUPPLEMENT FOR MEDICAL INSURANCE
22 – RETURN OF UNALLOWINGLY CALCULATED STOPPAGE
23 – MEMBERSHIP FEE OF THE CROATIAN PENSIONERS' ASSOC.
24 – SPECIAL TAX
25 – PREMIUM OF SUPPLEMENTARY MEDICAL INSURANCE
26 – OTHER STOPPAGES

HZMO
Croatian Pension Fund
REG.NO. 01416626
www.mirovinsko.hr
Free line 0800 63 63 63
Voice machine 080 103 103
AREA OFFICE IN ZAGREB 1745

NOTICE ABOUT RECEIVED PENSION INCOME

Name and surname:	PRALJAK SLOBODAN
Address:	ILICA 109
	ZAGREB
	10000 ZAGREB
Personal No.	03178912082 0
Account No.	790002 3202532252
PAYMENT FOR	December 2009
Type of pension:	OLD AGE PENSION

Codes and amounts of pension incomes and deductions

01	8,351.74
15	927.93
16	167.03
24	290.27

Amount for payment: ***__6,966.51__ Kuna

This information about pension income serves as proof of realized rights from pension and disability insurance. Your area office or the Central service of the Croatian Pension Fund stated on this notice is competent for information about your pension income. When addressing the service please use your Personal No. written on this notice.

Please inform the competent service of any change of address or other changes which impact upon the payment of your pension income.

EXPLANATION OF CODES OF PENSION INCOME AND DEDUCTIONS

01 – PENSION
02 – PROTECTIVE SUPPLEMENT
03 – SUPPLEMENT FOR BODILY DISABILITY
04 – SUPPLEMENT FOR HOME CARE
05 – SALARY ALLOWANCE
06 – SUPPLEMENT TO THE PENSION
07 – OTHER INCOME
08 – PENSION BALANCE
09 – BALANCE OF PROTECTIVE SUPPLEMENT
10 – BALANCE OF THE SUPPLEMENT FOR BODILY DISABILITY
11 – BALANCE OF THE SUPPLEMENT FOR HOME CARE
12 – BALANCE OF THE SALARY SUPPLEMENT
13 – BALANCE OF THE SUPPLEMENT TO THE PENSION
14 – BALANCE OF OTHER INCOME
15 – TAX
16 – SURTAX
17 – DISTRAINT
18 – CREDIT
19 – INSURANCE PREMIUM
20 – UNALLOWINGLY PAID PENSION INCOME
21 – ADDITIONAL SUPPLEMENT FOR MEDICAL INSURANCE
22 – RETURN OF UNALLOWINGLY CALCULATED STOPPAGE
23 – MEMBERSHIP FEE OF THE CROATIAN PENSIONERS' ASSOC.
24 – SPECIAL TAX
25 – PREMIUM OF SUPPLEMENTARY MEDICAL INSURANCE
26 – OTHER STOPPAGES

HZMO
Croatian Pension Fund
REG.NO. 01416626
www.mirovinsko.hr
Free line 0800 63 63 63
Voice machine 080 103 103
AREA OFFICE IN ZAGREB

NOTICE ABOUT RECEIVED PENSION INCOME

Name and surname:	PRALJAK KAĆUŠA
Address:	KRALJEVAC 35
	ZAGREB
	10000 ZAGREB
Personal No.	03206753667 0
PAYMENT FOR	October 2009
Type of pension:	OLD AGE PENSION

Codes and amounts of pension incomes and deductions

01	2,985.77

Amount for payment: ***2,985.77** Kuna

HZMO
Croatian Pension Fund
REG.NO. 01416626
www.mirovinsko.hr
Free line 0800 63 63 63
Voice machine 080 103 103
AREA OFFICE IN ZAGREB

NOTICE ABOUT RECEIVED PENSION INCOME

Name and surname:	PRALJAK KAĆUŠA
Address:	KRALJEVAC 35
	ZAGREB
	10000 ZAGREB
Personal No.	03206753667 0
PAYMENT FOR	November 2009
Type of pension:	OLD AGE PENSION

Codes and amounts of pension incomes and deductions

01	2,985.77

Amount for payment: ***2,985.77** Kuna

HZMO
Croatian Pension Fund
REG.NO. 01416626
www.mirovinsko.hr
Free line 0800 63 63 63
Voice machine 080 103 103
AREA OFFICE IN ZAGREB

NOTICE ABOUT RECEIVED PENSION INCOME

Name and surname:	PRALJAK KAĆUŠA
Address:	KRALJEVAC 35
	ZAGREB
	10000 ZAGREB
Personal No.	03206753667 0
PAYMENT FOR	December 2009
Type of pension:	OLD AGE PENSION

Codes and amounts of pension incomes and deductions

01	2,985.77

Amount for payment: ***2,985.77** Kuna

The Hague, 3 June 2010

Dear Mr Registrar,

The enterprise “Pristanište i skladišta” Ltd at Rimska 29, 44 000 Sisak was entered in books, respectively filed on my country house in Pisak in regards to a debt that I have got towards the enterprise in question.

If they hadn’t locked me up, I would have paid my debt through my work, knowledge and abilities. Thus, I have neither assets nor freedom; I will spend years waiting to find out whether am I guilty and for what.

I have been waiting for more than 6 years now.

Some quick justice it is.

Sincerely yours,
Slobodan Praljak

P.S. Please find enclosed a document on right to registration of title deeds of the aforementioned enterprise.

DOCK AND WAREHOUSES /PRISTANIŠTE I SKLADIŠTA/, **Ltd.** Rimska 29, 44 000 Sisak, represented by the director Đuro Bojović (hereinafter: lender – pledgee)
and
SLOBODAN PRALJAK, Kraljevec 37, 10 000 Zagreb (hereinafter: borrower- pledger)
conclude on this day the following

A N N E X
to the CONTRACT
of 9 January 2006

Article 1

The contracting parties determine by agreement that on 9 January 2006 they concluded the Contract included as attachment to this Annex and which represents its constituent part. The borrower borrowed from the lender the amount of 327,474.60 Kuna with an annual interest rate of 4% (as of 31 December 2009 the interest amounted to 75,742.57 Kuna).

Article 2

The contracting parties determine by agreement that until the day of signing of this Annex the borrower has not repaid the borrowed amount to the lender.

Article 3

The contracting parties determine by agreement that for the purpose of securing of the above claim the borrower (as pledger) grants the right of lien over the property described in Articles 4 and 5 of the Contract of 9 January 2006.

As the legal relations bearing to the above property have not been resolved until the day of signing of this Annex, and because the amount of the debt surpasses the value of the property described in Articles 4 and 5 of the Contract of 9 January 2006, the borrower grants to the lender another right of lien, over the following property:

Vacation house on land parcel 9097 from the title deed No. 745, cadastral municipality Rogoznica, land registry plot 5113/1, cadastral municipality Rogoznica, land registry folio 2069.

Article 4

The borrower: Slobodan Praljak, Kraljevec 37, 10 000 Zagreb, grants to the lender: Dock and warehouses, Ltd., Rimska 29, 44 000 Sisak, an unconditional right to file a lien in the land books without any further agreement or consent.

Article 5

The borrower (pledger) is not at liberty to dispose, since the day of signing of this Annex to the Contract until the day of repayment of the borrowed amount, with the property described in Article 3 of this Annex to the Contract.

Article 6

The parties shall resolve possible disputes amicably, and in case this is not possible the jurisdiction of the competent court in Zagreb is agreed.

Article 7

This Annex is made in 4 (four) identical copies, of which one belongs to each contracting party, one will serve for archiving with a public notary and one will be submitted to the Land Registry.

Article 8

This Annex to the Contract has been read to the parties and explained, upon which they state that they have understood it, that it corresponds to their intentions and will, and in sign of acceptance of the rights and obligations proceeding from it, sign it with their own hand. The Annex enters into force on the day of signing by both contracting parties.

In Zagreb, 5 January 2010

Borrower,
Pledger:
Slobodan Praljak
/signed/

Lender,
Pledgee:
DOCK AND WAREHOUSES Ltd.
Represented by Đuro Bojović, director
/signature and stamp/

EMBASSY OF THE REPUBLIC OF CROATIA
THE HAGUE
It is hereby confirmed that the party SLOBODAN PRALJAK, KRALJEVEC 37, ZAGREB signed this document with his own hand.The identity of the applicant was determined on the basis of Passport No. 000875556, issued by the Zagreb Police Administration.
Consular fee in the amount of--- has been charged in cash, pursuant to the Tariff No. 88 of the Administrative Fees Act of the Republic of Croatia

Class: 037-02/10-01/24
Ref. No. 521-NLD-01-02-10-03
Date: 16 March 2010

Mirjana Stančić
Counsellor
/seal and signature/

I, public notary Zorka Čavajda, ZAGREB, Radnička cesta 48 confirm that GJURO BOJOVIĆ, born on 5 June 1942, ZAGREB, ČIKOŠEVA 2, in the capacity of director of the company DOCK AND WAREHOUSES, Ltd.Sisak, whose identity I determined by the personal ID card No. 15457043, Issued by the Ministry of the Interior ZAGREB, and the power of representation by inspection of the web site of the Court Register of Companies in the Republic of Croatia as of this day, signed the document with his own hand.
The signature on the document is authentic.

Public notary fee for validation, pursuant to Tariff No. 11, paragraph 4 of The Notary Public Charges Act in the amount of 10.00 Kuna has been charged and annulled on the copy which remains in the archive.
The public notary reward in the amount of 30.00 Kuna + 23% VAT has been charged.

No. OV-9068/2010
In Zagreb, 18 May 2010

FOR THE PUBLIC NOTARY
NOTARIAL ADVISOR
Doroteja Filipović
/signature and seal/

The Hague, 9 October 2010

Dear Mrs. Campbell,

If Malić's statement that he was collecting money for military equipment and that he gave that money to Mr. Ramljak and if Malić's statement (notarized) that Nikola Praljak returned to him the money that was staying in Dresdner Bank in Frankfurt a/M (probably since 1992/1993 until 2009) didn't convince you in the truthfulness of my claims that:

a) the money is not mine
b) I was not aware of the existence of this money
c) the money has been returned to the owner

then there is nothing that I can prove to you.

You use the words "criterion of greatest probability" – I doubt that you know anything about mathematical probability, MASTER, so I am kindly asking you, when you come to the Detention Unit, to explain to me what is "probability" and what would be the "criterion of greatest probability".

The story of Aisha.
Aisha, the fourth wife of the prophet Mohammad (this is how the story tells us) was young, and the prophet was in his mature years.
Rumours were circulated that Aisha at night, and nights in the desert are cold, seeks and finds solace with some men from Mohammad's entourage.
When he heard those rumours, the Prophet established the *Aisha Codex*.
In order to accuse Aisha, at least for men must see Aisha scribbling something on the ground, four men must see an act of adultery – in the contrary, those who spread the rumours will have their heads chopped off.
Here at work is the "criterion of greatest probability" Mrs. Campbell, Master, Massa.

I asked help from people, just like thousands upon thousands of others, in order to procure the arms and defence equipment, after the UN Security Council brought us, with its embargo on the purchase of arms, into the position of clay pigeons at a sports shooting range.
We dared to defend ourselves as best as we could, in spite of the embargo.

I met Mr. Ramljak in the student's dormitory in 1963, during the summer we worked together on Titisee in Schwarzwald, as student waiters, the gentleman emigrated by the end of the 1960s from Yugoslavia, and later, as far as I know, he obtained German citizenship. We kept in contact occasionally and I last saw and heard him in 1990 or 1991.

Your requests re banks accounts from the 1990s, notarized contracts or similar, is the fruit of a flagrant ignorance about the system and time period we are speaking about, or it could be a way of thinking from the *AISHA CODEX*.

A million Croats from around the world was collecting money and buying uniforms, guns, bullets…we smuggled it into the country in all the possible ways to defend ourselves, and I was the commander in the field.
Between reality and your demands there stretches a tragic misunderstanding, ignorance my Master.
I have nothing more to prove and I am not going to!
Close the case, make a decision, so that I could appeal and publish it all.

Sincerely
prof. Slobodan Praljak, Master in EE, theatre and film director

CONFIRMATION

I, Milenko Malić from Zagreb, Barutanski Jarak 104, on this day 20 March 2010 received 69,400.00 Euro (sixty nine thousand and four hundred Euro) from Nikola Babić Praljak, as a return of remaining, unused funds which I gathered in the early 1990s as an effort to assist in the procurement of equipment (systems of radio-communication), for the Croatian Defence Council. The money was collected, taken abroad and deposited on the account by Mr. Stanko Ramljak.

/signature/

In Zagreb, 30 July 2010

UNFORTUNATELY, MR. RAMLJAK HAS PASSED AWAY IN THE MEANTIME THEREFORE I DON'T HAVE HIS STATEMENT.

I, public notary, Radojka Galić, ZAGREB, Čikoševa 5, confirm that MILENKO MALIĆ, born on 3 June 1956, ZAGREB, BARUTANSKI JARAK 104 whose identity I determined by means of personal ID card No. 102867543, issued by the Zagreb Police Administration, signed the document in my presence with his own hand. The signature on the document is genuine.

Public notary fee for notarization pursuant to Tariff No. 11, paragraph 4 of the Notary Public Charges Act has been charged and annulled on the copy which remains in the archive. Public notary reward in the amount of 30.00 Kuna + 23% VAT (6.90 Kuna) has been charged. The expenses are 0.00 Kuna.

No. OV-4013/10
In Zagreb, 30 July 2010

Public notary
Radojka Galić
For the notary
Trainee
Mirjana Mrčela
/seal/

Pursuant to Article 77, paragraph 4 of the Public Notaries Act, the public notary is not responsible for the content of the document on which the signature is being validated.

29 OKT. 2012

United Nations
Nations Unies

International Criminal Tribunal for the former Yugoslavia

Tribunal Pénal International pour l'ex-Yougoslavie

25 October 2012

Dear Mr. Praljak,

Re: Open letter published in the Croatian weekly "Aktual"

I write to you concerning a recent publication of an article titled "The house in Zagreb is not mine and it has never been mine" on 2 October 2012 ("the Article")[1] in the Croatian weekly "Aktual" ("Publisher"). According to information made available to the Registry, you have been identified as the author of the Article. Furthermore, while the actual date the author of the Article may have made contact with the media is not clear, I note that the Article was published while you were detained at the United Nations Detention Unit ("UNDU").[2]

Rule 64*bis* ("the Rule") of the *Rules Governing the Detention of Persons Awaiting Trial or Appeal Before the Tribunal or Otherwise Detained on the Authority of the Tribunal* ("Rules of Detention") restricts the use of communication facilities at the UNDU by a detainee with a sole purpose of contacting the media directly or indirectly. In accordance with the Rule such contact is subject to the approval of the Registrar. I note that such authorisation has not been granted for publication of said Article.

Before this matter is taken any further the Registry would like to provide you an opportunity to comment on the abovementioned possible breach of the Rules of Detention. In particular, the Registry requests you to address the following:

1. State whether or not you authored the Article;

2. If you authored the Article, please provide details as to when the Article was transmitted to the Publisher and the medium that was used.

You are requested to provide a written response by **2 November 2012.** In the event you have any questions in relation to this matter, please do not hesitate to contact my office.

Yours sincerely,

Anna Osure
Legal Coordinator Detention Matters

TO: Mr. Slobodan Praljak
UNDU

Cc: Ms. Nika Pinter
Lead Counsel

[1] The Article is annexed to this letter.
[2] Returned to the UNDU on 6 September 2012 pursuant to the confidential and *ex parte* "Decision on Slobodan Praljak's Motion for Provisional Release", filed in case no. IT-04-74-T on 4 September 2012.

Churchillplein 1, 2517 JW The Hague. P.O. Box 13888, 2501 EW The Hague. Netherlands
Churchillplein 1, 2517 JW La Haye. B.P. 13888, 2501 La Haye. Pays-Bas
Tel.: +31 70 512 8708 Fax: +31 70 512 8637

The Hague, 30 October 2012

Dear Ms. Anna Osure,

You sent your letter on 25 October 2012.
I received it on 29 October 2012 in the afternoon hours.

1. In footnote 1 you say that the article from "Aktual" is enclosed with your letter.
   I didn't get that article.
2. I am the author of the article in "Aktual".
3. The article which "Aktual" published is my response to the text published in that paper No. 65, on 28 August 2012 under the title: "The Secret of Praljak's Wealth".
   I sent my response to "Aktual" five days later at most – 28 August 2012 – until 3 or 4 September 2012.
   The response was sent by mail from Zagreb – safe.
   The response was sent electronically (by e-mail) – I am not completely certain.
4. Why "Aktual" chose to publish my response 2 (two) months later, I don't know.
5. After the Registrar sent to my counsel Ms. Nika Pinter his conclusions about my financial standing, the accusing text in "Aktual" was published (synchronized with the Registrar).
   If the Registrar's data about my financial standing (according to the Registrar's opinion) were published (classified) EX PARTE, how does "Aktual" know what the Registrar is writing?
   Please read, Ms. Osure, what "Aktual" claims quoting the claims of the Registry of the Hague Tribunal.
   Where is "Aktual" getting its information from?
   Who is delivering information from the Registry to "Aktual"?
6. Several days after "Aktual", a very, very similar article (overlapping 90%) was published in the daily paper "Jutarnji list".
   In this text there are a few more pieces of data from the EX PARTE text of the Registrar's conclusion about my financial standing.
   How is that possible?
   By accident?
7. I am not a devotee of "conspiracy theories", but Ms. Osure, these things smell of a form of a small "special warfare".
8. I sent my response to "Jutarnji list" too, immediately after the publication in the same way I did to "Aktual". They didn't publish my response.
9. Independently of me, independently of my response, Ms. Pinter sent to "Jutarnji list" her response – a denial. They never published her response, too.
10. After submission of all the proofs, the Court will determine whether Slobodan Praljak has the property of the type and quantity as the Registrar claims, or of the type and quantity as Slobodan Praljak claims, but in the meantime I have a natural right to defend myself from slander, falsehoods and lies.
    specially if someone from the Registry supplies this information to the press in Zagreb.

Investigate this Ms. Osure.

Sincerely yours,
prof. Slobodan Praljak, Master in EE,
/signed/

United Nations
Nations Unies

International
Criminal Tribunal
for the former
Yugoslavia

Tribunal Pénal
International pour
l'ex-Yougoslavie

9 January 2013

Dear Mr. Praljak,

Re: Letter transmitting the newspaper article published in the Croatian weekly "*Aktual*"

I write further to your letter of 18 December 2012 received by the Registry in English translation on 20 December 2012, by which you transmitted to the Registry a photograph of a receipt from the post office in Zagreb, Croatia confirming that you sent your response to the Croatian weekly publication *Aktual*, on 4 September 2012.

As you had indicated that you did not receive a copy of the article authored by you and published by *Aktual* on 2 October 2012, I hereby forward to you a copy of said article in both BCS and English languages.

I note that your confirmation suggests that you contacted the media during your provisional release which may be in violation of the conditions of your provisional release. As such, the Registry will further consider this matter.

Yours sincerely,

Anna Osure
Legal Coordinator Detention Matters

TO: Mr. Slobodan Praljak
UNDU

CC: Ms. Nika Pinter
Lead Counsel

Churchillplein 1, 2517 JW The Hague. P.O. Box 13888, 2501 EW The Hague. Netherlands
Churchillplein 1, 2517 JW La Haye. B.P. 13888, 2501 EW La Haye. Pays-Bas

Weekly **AKTUAL**
2 October 2012
p. 4

Denial by Croatian Army Col. Gen. (ret.) Slobodan Praljak

„The house in Zagreb is not mine and it has never been mine“

The weekly AKTUAL, no. 65, published on 28 August 2012, carried the article under the headline: „The secret of Praljak's wealth“.

1. You said I am a retired general major. This is not true. It would have been true if you had written I was a retired /*general pukovnik*/colonel general – the second highest general officer rank/ of the Croatian Army.
2. **You stated that „The Registry of the Hague Tribunal claims that Praljak has a house in Zagreb (of the size) that exceeds his personal needs, an apartment and a garage also in Zagreb which he does not use, that he receives the pension by the State, owns bank accounts in Croatia and Germany etc.”. None of that is true, it is all a fabrication. The house in Zagreb is not mine and it has never been mine. Over more than 20 years ago, a gentleman (not myself) bought the land, then had location and construction permits issued, he paid what was due to the city of Zagreb and other institutions and built the house in which I temporarily live – i.e. in a part of the house. But I am not its owner and the story ends there. It is easy to check the data in the land registry and other registries. The same applies to “companies”, “real estate”, and “bank accounts”. If any of them are mine or were mine, the following should be done: take the money from the account, sell the real estate, conduct a public auction sale for the companies and cover the costs of the trial. I do not understand fully how anyone has the right to assess what are my personal housing needs. The apartment in Zagreb (together with a garage) I gave to my wife as a gift in 2002, because much earlier she sold the apartment she owned herself (at my request and with my promise that I would repay it); at the time she was not my spouse and she acquired the apartment after the division of the property following the divorce of her former marriage. And that apartment was also sold, the apartment my wife owned and which was not an asset acquired during our marriage, so that I could defend myself and respond to charges with arguments and meaningfully. All this can easily be verified in the existing tax, financial and land registries.**
3. Furthermore, you said: “In the early 90's, Praljak was politically close to Marko Veselica and his Croatian Democratic Party.” What is true is the following: I was politically active before the 90's – I had been a secretary general of the HDZ even before Mr. Veselica became the president. I left the party in the spring of 1991.
4. I did not “become strongly active in the Croatian Army” (I do not even know what that would mean), but I went to Sunja on 3 September 1991 as a volunteer.
5. You said: “He (i.e. Slobodan Praljak) brought there many theatre people, for example Miroslav Međimorac, director, and Sven Lasta, actor”;
   a) You misspelled Miroslav last name which is Međimorec and not Međimorac;
   b) Mr. Međimorec and Mr. Lasta came to Sunja voluntarily. These grand Croatian artists never allowed anyone, including Slobodan Praljak, to take them or lead them here or there. They come and go as they please – except when it comes to the birth and death.
6. I went to the same high school in Široki Brijeg for six years with the late Croatian Minister of Defence, Mr. Gojko Šušak. And for two or three years we shared the same desk. I have no idea what it means when you said: “Defence Minister Gojko Šušak took Praljak under his wing” – and you were told this by some Government official. I do not remember that anyone has ever taken me under his wing (except for my late mum) and I cannot imagine it as being possible. My intimate friend Gojko Šušak had no need for that. He did his job, and I did mine.
7. You claim that some Government official claims that “In Herzegovina I was extremely powerful”. What

does that mean? Apart from respect and love for soldiers whose commanding officer I was, nothing else. You could have asked them. That would have been correct.

8. "Some time ago Hebrang established that at the time 70 million German marks had been sent to Herzegovina a month, and that 20 million sufficed for the army and a small amount that had been sent for the health service. You can therefore imagine how much money was sent and spent there while the war lasted". This is the question asked by Hebrang or the "former highly-ranked Government official" or your journalist Marko Ćustić. And none of these three said why the money had been sent if it had not been spent appropriately, when and at what time the payments were made, why the potential abuses were not reported, why there was no criminal prosecution of potential embezzlers, why ... The purpose of your "logic" is to connect my name with some rumours, something was going on, and everyone is to be blamed including Praljak. It is never too late; there is a law on war profiteering, so issue an indictment.
9. There was no "representative of the Ministry of the Republic of Croatia in the Croatian Council of Defence" – neither before May 1993, not after May 1993.
10. I was never Chief of the General Staff of the HVO.
11. From 24 July 1993 till 8 November 1993 (at 7:30 am when I handed over the duty) I was a commanding officer of the General Staff of the HVO. At the time of the BH Army offensive against the HVO ("Neretva 93" – goals: "reaching Neum, western borders of BiH and Ploče" – Sefer Halilović quoted).
12. I was released of duty at my own request, I was not dismissed. How would it be possible to depose someone – if he was – as you claim – "extremely powerful"?
13. In his defence Slobodan Praljak did not "claim that the bridge was destroyed by Bosniak soldiers who mined it ...". Slobodan Praljak was providing evidence how the Old Bridge in Mostar had been torn down, he was arguing that he was not the one who did it and that it could not have been done in that way by the HVO. Who destroyed it – I do not know. I do know who did not. Contest the expertise, make a new, better, more professional one.
14. **- 18. I have never owned the "Chromos boje i lakovi d.d." company, not a single share. "Chromos boje i lakovi d.d." was not sold to "Oktavijan"; the truth is that during the coupon privatization the company became the property of one of the PIFs /privatisation-investment funds/. Which one – it is for you to find out. As far as I know, Chromos was sold to the Slovenes. Many months later, after I had left the duty of the head of the supervisory board of "Chromos boje i lakovi d.d.", that PIF, the owner of the Chromos shares – therefore the owner of Chromos – sold the land in Radnička Street to private persons following the public bid. If the Chromos's land had been sold at a lower price than its market value, as you say that the Office of State Prosecutor claims, why didn't they conduct an investigation, why didn't they initiate any proceedings, why the assets acquired in such a way were not confiscated? Why don't you initiate all these proceedings today? As far as I know, and I do know, WMD-promet (company) is built on the land that has never been owned by "Chromos boje i lakovi d.d.".**
19. While I was entitled to walk freely through Zagreb, I would sometimes come to Radnička Street, for a coffee with a relative whose is attorney (perhaps his son's wife?), Nikola, some acquaintances and friends. But I did not see there any Apart hotel. When a journalist is allowed to report that there is a hotel which does not exist, there is no journalism.
20. **"Oktavijan" is neither under my control, nor is it mine. The same goes for "Pristanište i skladišta" (company) in Sisak.**
21. I would be sincerely pleased if journalist Ćustić would explain to me what is that "luxurious life and lifestyle" that I could afford. Gentlemen from Aktual, Mr. Ćustić, I am most likely hoping in vain that this kind of journalism will someday be sanctioned by law and that I will not have to prove before the court what were the intentions of someone who wrote this amount of untruths, insinuations and lies, but the sheer stated facts will be punishable.

Lt. Gen. of the Croatian Army, ret.
prof. Slobodan Praljak, Master in EE

The Hague, 18 December 2012

Dear Ms. Anna Osure,

You requested through my counsel Ms. Nika Pinter the receipts which would prove that I spent 10,000 Euro received in Zagreb from Mr. JAKA ANDABAK on the recuperation of damages caused by fire in the house which I live in.

With my greatest effort to remember where I placed the envelope with those receipts, I cannot "SEE" that place among all my books, papers, folders.

And they are many.

If I were in Zagreb maybe I would succeed.

My wife also put a lot of effort into finding these receipts – with no success.

She managed to find some photographs which show a part of the damage after the fire. It was a real fire which caused considerable damage.

I SPENT THE RECEIVED MONEY, I WORKED 3 AND A HALF MONTHS BY MYSELF AND STILL IT WASN'T ENOUGH.

Sincerely yours,
Slobodan Praljak
/signed/

P.S. The lady found the receipt of the Zagreb post office which shows that I sent my response to "Aktual" on 4 September 2012.

B

DOCUMENTS WHICH SLOBODAN PRALJAK SUBMITTED TO THE REGISTRY AND THEY RELATE TO THE DETERMINATION OF TRUTH ABOUT SLOBODAN PRALJAK'S FINANCIAL STANDING

(DUE TO THE VOLUME OF THESE PROOFS I LEFT OUT SOME DOCUMENTS, BUT EVERYTHING THAT IS OF ESSENCE I SUBMIT TO THE READER'S PERUSAL)

DOCUMENTS B-D1 TO B-D40

MARITAL STATUS
DATE OF CHANGE OF THE MARITAL STATUS
(DATE, MONTH, YEAR AND PLACE OF ENTERING INTO MARRIAGE)

REPUBLIC OF CROATIA

Fee charged in amount of 20.00 Kuna
upon the Tariff No.4 /illegible/

THE CITY OF ZAGREB COUNTY
THE CITY OFFICE FOR GENERAL ADMINISTRATION
REGISTRY OFFICE MAKSIMIR

MARRIAGE CERTIFICATE

In The Registry of marriages of the ZAGREB-MAKSIMIR area for the year 1996 under registration number 390. the fact of marriage was registered:

On 17 (seventeenth) October 1996 ZAGREB (day, month, year, and place of marriage)		
	THE GROOM	THE BRIDE
PIN	---------	----------
Name	SLOBODAN	KAĆUŠA
Surname	PRALJAK	BABIĆ
Date of birth	2 January 1945	13 March 1947
Place of birth	ČAPLJINA, BiH	KRAGUJEVAC, SICG
Nationality	CROAT	MUSLIM
Citizenship	CROATIAN	CROATIAN
Surname after the act of marriage	PRALJAK	PRALJAK
Objections and notes:	///////	

Number indication:
Class: 223-03/04-06/1
Reg.No: 251-02-02/6-04-557

/Seal/

Registrar's signature
D.Novosel
/signed/

In Zagreb, 29 April 2004

VACATION HOME - PISAK CROATIA
PROPERTY OWNER AND TYPE OF PROPERTY

EXTRACT FROM THE LAND REGISTRY

Cadastral municipality ROGOZNICA — Land registry folio 2069

A
INVENTORY SHEET

No.		Description of the land	Area			Notes
Serial	Cadast.	1. Plot of land	acres	ares	m^2	
Land	5113/1	Olive grove		3	40	
Land	5113/2	Olive grove		6	92	

B
TITLE DEED

Serial No.	ENTRIES	Notes
	The right of title for the 1. Plot of land has been registered to the name: PRALJAK SLOBODAN for the entire possession	

C
ENCUMBRANCES

Serial No.	ENTRIES	Amount	Notes
	No encumbrances.		

Stamp:
It is confirmed that this extract corresponds to the present…/illegible/
Fee in the amount of 20.00 Kuna has been paid
MUNICIPAL COURT IN OMIŠ – DEPT. OF LAND REGISTRY
In Omiš, 6 July 2004

Seal:
REPUBLIC OF CROATIA
MUNICIPAL COURT IN OMIŠ

Authorized clerk:
/signature illegible/

B-D2

REPUBLIC OF CROATIA
STATE GEODESIC ADMINISTRATION
BRANCH CADASTRAL OFFICE SPLIT
LOCAL OFFICE OMIŠ
Class: 935-07/04-01/594
Reg.No: 541-18-05/09-04-2
Omiš, 6 July 2004

TRANSCRIPT OF THE TITLE DEED

Number of the title deed: 745 Cadastral municipality: ROGOZNICA

Personal identification No.	Name and surname – Address	Proportion
	PRALJAK SLOBODAN, MIRKO born PRALJAK – KRALJEVEC 35, ZAGREB	1/1

Cadastral plot No.	Name of cadastral plot	Culture	Area a m2	Income in Kuna	Notes in the Land Registry
9097	62 Kuzmanići	OLIVE GROVE	3 71		GZ
Status on day: 6 July 2004		TOTAL:	3 71		

Administrative fees according to Art. 16, tariff No. 1 in the amount of 20.00 Kuna and tariff No. 56 in the amount of 45.00 Kuna of the Administrative Fees Act ("Official Gazette" No. 8/96 and 131/97) were paid and annulled on the application.

This transcript of the title deed is not a proof of the ownership right, and it is issued for the purpose of PROPERTY RELATIONS and cannot be used for other purposes.

The equivalence of this transcript to the original is confirmed by

Office Head

Goran Butorović,
Authorized surveyor
/signed and stamped/

THE PRESENT REAL-ESTATE EVALUATION OF COUNTRY HOUSE
PISAK – CROATIA

MIRKO COPIĆ
RESIDENT COURT APPOINTED EXPERT FOR CONSTRUCTION BUSINESS
SPLIT, TIJARODVIĆEVA STREET 26

EXPERTIZE NO: 08-07/04
CONSIGNE: SLOBODAN PRALJAK, ZAGREB, KRALJEVEC 35
CASE: THE REAL-ESTATE EVALUATION (COUNTRY HOUSE)
LOCATION: PISAK, LAND-REGISTRY DISTRICT ROGOZNICA

THE COURT APPOINTED EXPERTS REPORT

Mirko Copić
/signature and stamp/

In Split, 15 July 2004

On demand of Mr. Slobodan Praljak, by deputy of his daughter-in-law, Karmen Praljak, on 9 July 2004, I proceeded an inspection on the spot in the town Pisak and based on the collected documentation I present this

R E P O R T

of the country-house, built on the land-unit No. 5113/1 of the land-registry under the number 2069 of the land-registry district of Rogoznica

LOCATION:

In the place Pisak, below the local road Omiš – Makarska, in Kuzmanići, a country-house has been built, the object of this evaluation.

The same object is built on the land-unit No. 9097 from the Title deed certificate No. 745 of the land-registry district of Rogoznica and the extract of the land-registry from the land unit No. 5113/1 of the same land-registry district under the number 2069.

The land-unit No. 5113/2 is placed right to the unit sited above and its owner Mr. Slobodan Praljak as well.

TECHNICAL DESCRIPTION

The real-estate in this evaluation consists of ground-floor and high loft, connected with the external stairs on its west side.

The loft consists of kitchen, room, bathroom and corridor. The floor (the high loft) of the object consists of room, living room, kitchen, bathroom and corridor. There is a balcony 1 m wide on its south side.

All bearable walls are constructed of concrete or brick-blocks, 20 cm thick, mortared on both sides.

The partition walls are constructed of "knife-bricks". The floors in room are covered with parquet and the rest is covered with tiles.

All the internal walls are mortared apart from the walls in the bathroom and the kitchen, where they are tiled. The object is externally mortared as well, covered eventually with a special art of mortar, known as SEP. For poor external protection, there are spots in the ground-floor and in the loft were humidity is present.

The water and electricity installations have been made sub-mortar, connected to the city network system.

The roof construction consists of "fert" small beds and the "Mediterranean" tile cover is laid to the appropriate wooden frame. The external and internal joinery is wooden, in pretty devastated condition.

The part of the highest quality regarding this object is a sanitary knot, recently renovated in the ground-floor and in the loft, that consists of shower-tub with cabin, boiler, basin, toilet and other necessary items.

The object has heating and air-condition.

In front of the ground-floor there is yard, plastered with stone blocks, which is used as a terrace.

On the east side of the object, in the loft there is another terrace, that contains the mural barbecue.

From the same side of the object the family enjoys a mesmerizing view on the Brač channel and the island Brač itself.

THE EVALUATION OF THE CONSTRUCTION VALUE

The net surface settlement

The ground floor:	Kitchen	8,64 m^2
	Room	9,72 m^2
	Bathroom	3,00 m^2
	Corridor	2,40 m^2
TOTAL		23,76 m^2
The loft:	Room	11,40 m^2
	Living room	14,82 m^2
	Kitchen	7,02 m^2
	Bathroom	4,90 m^2
	Corridor	5,70 m^2
	Balcony 7,30 x 50% =	3,65 m^2
TOTAL		47,49 m^2
ALL TOGETHER /the ground-floor the loft/ =		71,25 m^2

The construction of this object began in 1964 in the olive-grove, that was devastated and out of function. The object itself has been built in several time intervals by the owner himself, and the other parts, the final works in the loft have been made by the refugees, located in this very object during the war.

Since we are dealing with the object that does not possess the construction license, I am not able to evaluate its market value. Therefore this evaluation embraces the construction works, whose price for this kind of object is 350 € per m^2.

The amortisation factor is hard to evaluate, since the object has been built in several time intervals, and the last interval occurred 4 years ago (the bathroom renovation), which is the most quality part of the object, therefore I decrease the construction works price for 10%.

Based on everything I exposed above, I confirm:
m^2 71,25 x 350 € - 10%
24.937,50 € - 10% = 22.443,75 €

The land and the object surroundings

The land piece, the object was built on, is in total 340 m^2 and is entirely adjusted. The retaining walls are adjusted, stairs are plastered, the external barbecue is built, terrace arched by metal construction covered with vine. I set the value of these works, followed by the appropriate piece of land to 30,00 € per m^2.

340 x 30,00 € = 10.200,00 €

RECAPITULATION

1. Construction value	22.443,75 €
2. Land piece and surroundings	10.200,00 €
TOTAL	32.643,75 €

Based on my complete evaluation, I confirm that the price, cited above, is the final value of the object with the appropriate surroundings, which is in TOTAL **32.643,75 €**

Made by:
Mirko Copić
/signature and stamp/

Note: the Mirko Copić's stamp is placed on the right side of every page of his report

HOUSE – ČAPLJINA, BiH
PROPERTY OWNER AND TYPE OF PROPERTY

EXTRACT FROM THE LAND REGISTRY

Order No. 829/2004

Cadastral municipality Čapljina-Trebižat — Land registry folio No. 1771

A
INVENTORY SHEET

Serial No.	Plot No.	Description of the property	Surface area			Notes
			ha	a	m^2	
1.	1257/1	House No. 161 with house plot and yard		1	40	

B
TITLE DEED

Serial No.	ENTRIES	Notes
1.	The right of ownership over the property under sheet A is registered in favour of Slobodan Praljak, son of Mirko from Grabovina with: 1/1	

C
ENCUMBRANCES

Serial No.	ENTRIES	Amount	Notes
	No encumbrances.		

Seal:
Bosnia and Herzegovina – Federation of Bosnia and Herzegovina
The Herzegovina – Neretva Canton
Municipal Court in Čapljina

Land Registry Office
Čapljina, 30 June 2004
/signed and stamped/

Title deed No. 1890/1
Municipality: Čapljina
List of compensations, serial No.

Cadastral municipality: Čapljina

EXTRACT
OF THE TITLE DEED

Surname, father's name and name of owner	Residence	House No.	Titled part	Notes
Praljak, son of Mirko, Slobodan	Čapljina, Grabovine		1/1	

Land plot No.	Deed of title No.	Name of the land plot	Culture	Class	Surface area			Cadastral income	Notes
					Ha	a	m^2		
1	2	3	4	5	6			7	8
2064		House plot	House and build.				35		1267/1
			Yard			1	00		
		TOTAL				1	35		

/seal and signature- illegible/

Čapljina, 30 June 2004
The equivalence of the transcript
with the original is verified by

cadastral clerk
/signed and stamped/

PRESENT OFFICIAL HOUSE VALUE – EVALUATION OF THE EXPERT
ČAPLJINA, BiH

No. 01-746/2004

RESIDENT COURT APPOINTED EXPERT FOR CONSTRUCTION BUSINESS
ZORAN ŠKOBIĆ, Civ. Eng.
LJUBUŠKI

Subject: THE EVALUATION OF THE RESIDENTIAL OBJECT
ENTITLED TO SLOBODAN PRALJAK, son of Mirko, LOCATED ON CADASTRAL PLOT No. 2064,
THAT CORRESPONDS WITH THE FORMAL CADASTRAL PLOT No. 1257/1 IN CADASTRAL
MUNICIPALITY ČAPLJINA – TREBIŽAT

In Ljubuški, 6 July 2004

Zoran Škobić, Civ. Eng.
/signed and stamp/

RECORD

On demand of Mr. Slobodan Praljak, son of Mirko, I proceeded an inspection on the spot, photographed the object and according to the collected documentation, I presented the object evaluation based on the real-estates trade Regulations where I confirm the following:

- The object is P floored;
- Basically, its surface area is 47.00 m^2;
- The object was built before 1974 and it has been adapted and reconstructed 5 years ago;
- The walls of the object are stone plastered, internally maltered classically (partly stone plastered concerning the object);
- In the existing part of the object there is one room that serves as living room, and the attached part is divided into two spaces, bathroom with toilet and kitchen;
- The roof construction is leaning AB board;
- The roof cover is tile;
- The external apertures are wooden;
- The object floor is covered with tiles and parquet;
- The entire object consists of the following space:
  - o entrance part (wind protection),
  - o corridor in the central part,
  - o kitchen with dining room strait from the corridor,
  - o bathroom with toilet from the corridor to the right,
  - o living room from the corridor to the left.
- The object heating in combination of the firewood and electrical heating constitutions;
- Please find enclosed the documentation of the title evidence;
- The internal apertures are wooden;
- The entire object is functional.

THE EVALUATION

1. THE OBJECT EVALUATION

The real-estate evaluation

The construction value of the object

The object or the part of the object is RESIDENTIAL

Gv = Jc x Pk x Fi x (1-U) x Nus

Gv – construction value	
Jc – unit price	600.00 KM/ m^2
Pk – useful surface	47.00 m^2
U – hoariness amortization	0,109090909
Fi – erection factor	1
Nus – object settling	1,00

Gv = 25.123,64 KM

Useful surface

Rooms classification	Coefficient	Bruto surface (m^2)	Useful surface (m^2)
Residential	1	47	47,00 m^2
Business	1		0,00 m^2
Closed room and niche	1		0,00 m^2
Loggia	0,75		0,00 m^2
Arched terrace	0,5		0,00 m^2
Balconies and open terraces	0,25		0,00 m^2
Basement spaces	0,5		0,00 m^2
Attic spaces	0,3		0,00 m^2
Basement residential	0,75		0,00 m^2
Basement-business space	1		0,00 m^2
Attic residential	0,75		0,00 m^2
Total useful surface Pk =			**47.00 m^2**

Hoariness amortization

U = 0,80 * (n/N) * 0,50
n – object hoariness
N – probable object lifetime in years

Hoariness of the object n =	30,00 years
Probable lifetime N =	110,00 years
Hoariness amortization	**0,109090909**

The value table of the N dimension	
Object description	**Probable lifetime of N in years**
Massively built objects (wall thickness > 25 cm), concrete ceilings	110
Massive construction objects-bricks, wall thickness 25 cm or more, wooden ceilings	90
Other objects residential	70
Auxiliary object of poor construction	50

Erection factor

Works	Participation of works	Evaluation of the unfinished works - R
Escalation works	2,10 %	0,00 %
Single concrete works	4,96 %	0,00 %
Reinforced concrete works	11,82 %	0,00 %
Wainscot	7,02 %	0,00 %
Isolation works	1,91 %	0,00 %
Supportable walls	8,90 %	0,00 %
Partition walls	3,69 %	0,00 %
Cement glaze	7,00 %	0,00 %
Various bricklayer built in works	1,32 %	0,00 %
Carpentry and roof construction	3,49 %	0,00 %
Facade works	11,96 %	0,00 %
Cover works	1,02 %	0,00 %
Tin-smith works	1,10 %	0,00 %
Joinery	7,90 %	0,00 %
Locksmith works	2,73 %	0,00 %
Glazier works	0,34 %	0,00 %
Paint works	1,57 %	0,00 %
Varnishing	0,99 %	0,00 %
Terrace works	2,45 %	0,00 %
Tile works	1,64 %	0,00 %
Parquet works	2,56 %	0,00 %
Blinders	0,58 %	0,00 %
Waterworks installations	1,17 %	0,00 %
Vertical drain	0,63 %	0,00 %
Sanitary objects	1,64 %	0,00 %
Electric installations	3,13 %	0,00 %
Central heating	6,38 %	0,00 %
T O T A L	100,00 %	0,00 %

Erection factor Fi =	**1**
Object settling – Nus =	1,00
Unsettling object – Nus =	0,30
Coefficient of Nus =	**1,00**

The object's market value

Pv = Gv* (1+Ob+Z+St+Pov+Os+Pos) * Fposl

Gv = construction value	25.123,64 KM
Ob = supplement for the family objects	0,30
Z = zone (location)	0,10
St = object's age	0,05
Pov = total useful object surface	0,05
Os = general condition	0,10
Pos 0 special elements that affect the market value	0,10
Fposl = special additional coefficients for business space	1,00

Pv = 42.710,18 KM

Suplement for the family objects

The table of the Ob coefficients	
The number of the residential units	Ob
One	0,3
Two	0,2
Three	0,1

Ob = 0,3

Zone – location

The table of the Z coefficients	
Zone-location	Z
First	0,25
Second	0,2
Third	0,15
Fourth	0,1
Fifth	0,05

Z = 0,1

Object hoariness

The table of the St coefficients	
Object hoariness	St
Up to 5 years	0,05
From 5 to 10 years	0,1
From 10 to 50 years	0,05
Over 50 years	0

St = 0,05

Total useful surface

The table of the Pov coefficients	
Total useful object surface	Pov
Up to 40 m^2	0,1
From 41 to 60 m^2	0,05
From 61 to 90 m^2	0
From 91 to 150 m^2	-0,05
From 151 to 200 m^2	-0,1
Bigger than 200 m^2	-0,2

Pov = 0,05

General object condition

The table of the Os coefficients	
The general object condition	Os
Very good maintenance	0,1
Average maintenance	0
Neglected object	from 0,00 to -0,20

Os = 0,1

Special elements that affect the market value

- Bright altitude of the apartment under 2,5 m - Inappropriate access to the object - Surroundings pollution (a factory nearby) - Noise (other objects nearby that produce noise) - High percentage of humidity - Low standard (common toilet down the hall) - Object without sewage, water or power system - Object without a construction license - Object not registered in the land-registry - Luxurious objects
Coefficient Pos = from -0,20 to 0,20

Pos = 0,1

Special additional coefficients for business objects

The table of the F coefficients	
Business space	Fposl
Deficient activities	up to 1,50
Gastronomy objects including patisseries	from 2,60 to 5,00
All other business objects	from 1,60 to 2,50

Fposl = 1,0

Note: the Fposl coefficient equals 1,00 – if the space is not suitable for business

From the evaluation presented above, I confirm the market value of the residential object in total of

42.710,18 KM

(in letters: fortytwothousandssevenhundredten 18/100 KM)

2. THE LAND-PIECE VALUE

The land-piece surface is 135,00 m^2. According to the market conditions in Čapljina, the land-piece value is 30,00 KM/m^2.

135,00 m^2 x 30,00 KM/m^2 = 4.050,00 KM

CONCLUSION

From all the facts I presented here above, it follows that the residential object value with belonging land-piece is in total

46.760,18 KM

(in letters: fortytwothousandssevenhundredsixty 18/100 KM)

In Ljubuški, July 2004

Evaluated by:
Zoran Škobić, Civ.Eng.
/signed and stamp/

APARTMENT – ILICA 109, ZAGREB
PROPERTY OWNER AND THE TYPE OF PROPERTY

Cadastral municipality of the City of Zagreb — No. of sub folio 16931 / land registry folio 8886

A
DEED OF TITLE
A I

Serial No.	Description of property	Note
1	Residential building ILICA 109, ZAGREB, built on parcel No. 5177, according to new survey parcel No. 3734, cadastral municipality ČRNOMEREC	
1	**A II** Apartment No. 16 on II (second) floor, consisting of four rooms, kitchen, dining room, pantry, bathroom, toilet, entry hall, main hall and two loggias covering 103.30 m^2	

B
CERTIFICATE OF TITLE

Serial No.	ENTRIES	Proportionate part	Note
1	The owner in A II is Praljak Kaćuša, Zagreb, Kraljevec 35 Personal ID No. 1303947335096	1/1	

Form No. 6 (Article 15) EXCERPT FROM THE BOOK OF DEPOSITED CONTRACTS

THE DONATION CONTRACT

Between:

(Husband) PRALJAK SLOBODAN, P.I.N. 0201945330231, from Zagreb, Ilica 109, as DONATOR (in the text below: Donator)

and

(Spouse) PRALJAK KAĆUŠA, P.I.N. 1303947335096, from Zagreb, Kraljevec 35, as RECEIVER (in the text below: Receiver)

Article 1

The Donator PRALJAK SLOBODAN (husband) donates to the Receiver PRALJAK KAĆUŠA (spouse) the following real-estates:

I **a special part of the residential building that in fact represents an apartment in the residential building in ILICA 109, ZAGREB, apartment no. 16 on the 2nd floor, that consists of 4 rooms, kitchen, dining room, closet, bathroom, toilet, lobby, corridor and two loggias in its total surface of 103,00 m², residential building in ILICA 109, ZAGREB built on unit no. 5177, upon the recent measurement on the unit no. 3734 of the cadastral municipality ČRNOMEREC, apartment and building have been registered in Book of deposited contracts; sub-folio no. 16931/land-registry folio no. 8886 of cadastral municipality City of Zagreb.**

The apartment is donated within appropriate co-owner's building share according to the relation of the donated apartment utility value as detached part of the building, and utility value of all apartments considered as detached parts of the building and other spaces within this real-estate.

According to the principle of real-estate and detached building parts legal unity establishment, the Donator trough his donation becomes co-owner of the adequate building parts and land-piece that is constantly in use regarding the detached location of this apartment, in proportion and entirety, that are going to be established subsequently according to the rules of articles 68 and 370 of the property and other real laws statute law (Official Gazette no. 91/96) and other adequate rules of this statute law, relating to the fact that the property of the detached real-estate part is inseparably connected to the specific co-owner part of the entire real-estate.

The Donator acquired this real-estate based on the Act of apartment sale no. 29199, signed on 18 March 1996 between Slobodan Praljak and Republic of Croatia, Ministry of Defence.

II **a possession of the garage that is not registered in the land-registry, located in Zagreb, Ilica 109, the garage code-letter 55311326004, surface of 14,73 m², located on land-registry unit no. 3734 – there is no parcelation of cadastral municipality Črnomerec, the garage is placed in the basement of the building, straight forward.**

The garage is donated within appropriate co-owner's building share according to the relation of the donated garage utility value as detached part of the building, and utility value of all garages considered as detached parts of the building and other spaces within this real-estate.

According to the principle of real-estate and detached building parts legal unity establishment, the Donator through his donation becomes co-owner of the adequate building parts and land-piece that is constantly in use regarding the

detached location of this garage, in proportion and entirety, that are going to be established subsequently according to the rules of articles 68 and 370 of the property and other real laws statute law (Official Gazette no. 91/96) and other adequate rules of this statute law, relating to the fact that the property of the detached real-estate part is inseparably connected to the specific co-owner part of the entire real-estate.

The real-estate in subject – garage – is non registered property of the Donator that he acquired based on the Purchase Contract no. 01690, signed on 29 September 1997 between Slobodan Praljak and Republic of Croatia, Ministry of Defence as selling party.

Article 2

The Receiver with gratitude receives the donation, realized in article 1 of this Act. The value of the donated real-estates is in total =153,500.00 € (in letters: onehundredfiftythreethousandsfivehundred Euro), equivalent in Kuna.

Article 3

The Receiver officially became the owner and since this very day, she accepts all commitments related to the property, possession and use of this real-estate.

Article 4

The expenses related to this Act as well as the land-registry registration process are going to be settled by the Receiver.

Article 5

The Donator authorises the Receiver to process the inscription of the property right related to the donated real-estates by depositing this Act in the Book "PU", registered at her name and in her benefits, as well as the property right in the land-registry and other public documents after they are formed *(clausula intabulandi)* without any additional authorisation of Mr. Praljak.

Article 6

This Act has been made in 8 identical examples, whereby the Donator has right to take 1 example, the Donator 5 and the public notary 2 examples. This Act represents the truthful will of the both parties, therefore they signed this Act in the complete concordance with all the rules and conditions personally and voluntarily.

In Zagreb, 27 February 2002

THE DONATOR
Slobodan Praljak
(signed

THE RECEIVER
Kaćuša Praljak
(signed)

I, Public notary LUCIJA POPOV, Zagreb, Iblerov trg 2, confirm that the party:
PRALJAK SLOBODAN, Zagreb, Ilica 109,
in my presence signed this document with his own hand.
I determined the identity of the applicant on the basis of:
Personal identity card No. 12833100, issued by the Zagreb Police Administration

The signature on the document is true.

Public notary fee in the amount of 13.00 Kuna in accordance with tariff No. 11 of the Notary Public Charges Act, has been charged and annulled on the document which remains in the archive.
Public notary reward in the amount of 60.00 Kuna was charged.

No. OV-1256/02 PUBLIC NOTARY
In Zagreb, 27 February 2002 Lucija Popov
/Seal/ /signed/

REPUBLIC OF CROATIA
MINISTRY OF FINANCE - TAX ADMINISTRATION
Branch office Zagreb
LOCAL OFFICE ZAGREB 06
Class: UP/I-410-20/2002-01/3691
Ref.No.: 513-07-01-06/2002-2
Pursuant to Article 13, point 1 of the Property Transfer Tax Act (Official Gazette /illegible/) the transaction proceeding from this contract is not subject to payment of the property transfer tax.
In Zagreb, 8 March 2002

By authority
/seal and signature – illegible/

BANK ACCOUNT
OWNER, DATE OF OPENING, TYPE OF RESOURCES

PRIVREDNA BANKA ZAGREB, Inc.

BANK PRIVREDNA BANKA ZAGREB, a joint-stock company, 10000 Zagreb, Račkoga 6

and

OWNER OF CURRENT ACCOUNT

PRALJAK SLOBODAN		0201945330231
Name and surname		Personal identification number
KRALJEVEC 35	10000	ZAGREB
Street and house No.	postal code	location

conclude **THE CONTRACT ON CURRENT ACCOUNT**

1. OPENING OF THE ACCOUNT

On the basis of this contract the Bank opens **the current account No.**

804045	04127007922
Book keeping account	Individual account

in ŠTEDIONICA ZAGREB 127 'KRALJ ZVONIMIR'
(name and seat of the organizational unit)

The owner of the current account (hereinafter: Owner) by means of this account receives in-payments and conducts out-payments according to the conditions from this Contract.

2. MEANS

The Owner is obliged to ensure an inflow of funds on the current account at least in the amount necessary for the out-payments, i.e. for the payments from the account, specifically:

RETIREMENT ALLOWANCE
Regular inflow will be provided by the company:

Owner must not overdraw the disposable amount on the current account. In case of overdraft the Owner is criminally and financially liable.

3. ALLOWED OVERDRAFT

The Bank enables to the Owner an allowed overdraft on the current account, if he fulfils the conditions determined by the Bank's special decision.
The Bank will notify the Owner in writing about the amount and conditions of allowed overdraft.

4. INTEREST — The Bank calculates and pays interest on the funds on the current account by ascribing them to the current account.
For the used amount of allowed overdraft the Bank calculates and charges interest debited to the current account.
The interest rate is changeable, and the interest rate, means of calculation and deadlines of interest payments are determined by the Bank's decision on interest rates.

5. DISPOSAL — The Owner and the empowered person can dispose with the funds on the account by the following means:

- cheque
- banking card
- withdrawal slip
- one-time payment order
- permanent payment order
- other instruments which the Bank may introduce

6. INFORMING — The Bank will inform the Owner about changes and the account balance by means of bank statement
The Bank will deliver the bank statement and other information to the Owner
MONTHLY
In person on the counter of the organizational unit
By mail on the address from this Contract

7. DISPUTES — In case of disputes the jurisdiction of the court locally competent for the Bank is defined.

8. OTHER CONDITIONS — Other conditions printed at the back are a part of the Contract and the contracting parties accept them by signing the Contract.

This Contract was concluded in two identical and equally valid copies of which one is handed to the Owner, and the other stays with the Bank.

In Zagreb, /date illegible/

THE OWNER
Slobodan Praljak
/signed/

THE BANK
stamp and signature

**translator's remark: Second page of this contract is a standard type of PRIVREDNA BANKA ZAGREB contract with general conditions.*

BANK ACCOUNT
ANNUAL NETTO INCOME
MONTHLY NETTO INCOME

ZAGREB-O13
HZMO /Croatian Pension Fund/
USER NOTICE
Payment for May 2004
District 133

PRALJAK SLOBODAN
ILICA 109
10000 ZAGREB
790011 3201532252

Pension	**6368,62**	**BRUTO**	**6368,62**
Protective supplement		Regress	
Supplement for bodily disability			
Supplement for home care		Distraint	
Pension balance		Credit	
Balance of protective supplement		Total stoppages	
Balance of the supplement for bodily disability			
Balance oft he supplement for home care		**NETO**	****5.728,87**

Personal No. **03178912082 0**

TAXES 542,16 **SURTAX 97,59**

CROATIAN PENSION FUND
AREA OFFICE IN ZAGREB
REGISTRY NUMBER: 1416626

TO THE COMPETENT SECTION OFFICE OF TAX ADMINISTRATION

C E R T I F I C A T E

THAT CONFIRMS THE FOLLOWING DATA:
PRALJAK SLOBODAN DATE OF BIRTH: 2 JANUARY 1945 FROM: ZAGREB, ILICA 109
TOTAL AMOUNT OF PENSION PAYMENT IN 2003: 74.265,73
START DATE OF PENSION PAYMENT IN 2003
STOPPED AND PAID-IN TAX 7.316,45
SURTAX 1.316,96

THIS CERTIFICATE IS ISSUED ON DEMAND OF THE PENSION RECEIVER FOR PURPOSE OF ASSEMBLING THE ANNUAL TAX APPLICATION FOR THE YEAR 2003 AND SERVES EXCLUSIVELY AS PROOF OF PENSION PAYMENT EVIDENCE FOR THE YEAR 2003.

IN ZAGREB, 13 FEBRUARY 2004

FOR DATA ACCURACY:
/signature and stamp/

PERSONAL NO. AND PM:03178912082 0

FOND: 1

RETIREMENT ALLOWANCE IS SUBJECT TO TAXATION
THE REGISTRAR'S CALCULATION OF MY INCOME IS INCORRECT

Konto L d.o.o. Sisak
Audit and accountancy services, Sisak, Dr. Ante Starčevića 16

ATTORNEY AT LAW
Karmen Babić-Praljak
Zagreb, Ilica 109 - Kraljevec 35

Sisak, 25 October 2004

Re: **report of income tax for the year 2003 of**
Mr. Slobodan Praljak, Zagreb, Kraljevec 37

In response to your letter of 20 October 2004, we submit to you the following:

1. Article 31 of the Income Tax Act (Official Gazette 127/00, 150/02 and 163/03) prescribes that the income tax payers are obliged, upon the expiry of a tax period (calendar year) to submit the annual tax report in prescribed form and content.

2. The tax report of Mr. Slobodan Praljak from Zagreb for the year 2003 contains income from non-autonomous work, consisting of the following:

a) retirement allowance in the amount of 74,265.73 Kuna, for which the income tax in the amount of 8,633.41 Kuna has been paid. The net amount of after-tax retirement **allowance paid in 2003 was 65,632.32 Kuna**

b) income in kind in the amount of 27,680.00 Kuna, for which the income tax in the amount of 10,281.34 Kuna has been paid. The net amount of income in kind **which has not been paid in cash is 17,398.66 Kuna**

3. Mr. Slobodan Praljak from Zagreb performed the duties of holder of procuration for the company "Dock and warehouses" d.o.o. Sisak **for which he did not receive remuneration in cash**. In the course of discharging his duties of holder of procuration certain expenses were created for the tax payer "Dock and warehouses" d.o.o. Sisak in the amount of 17,398.66 Kuna which, according to tax regulations, are considered to be income in kind of the holder of procuration, Mr. Slobodan Praljak (personal expenditures).

4. In the attachment we enclose the photocopy of the Decision of the Ministry of Finance of the Republic of Croatia of 20 November 1995 whereby the permission for work is issued to the audit company KONTO – L d.o.o. Sisak, Topolovac.

Sincerely yours,
Ljiljana Letica, Master (econ.)
Authorized auditor
/signed and stamp/

**IN ADDITION TO PROPERTY TAX, TAX ON THE VACATION HOUSE IN PISAK ALSO HAS TO BE PAID.
THE REGISTRAR IS NOT TAKING THIS INTO CONSIDERATION**

REPUBLIC OF CROATIA
MINISTRY OF FINANCE – TAX ADMINISTRATION
BRANCH OFFICE ZAGREB
LOCAL OFFICE ZAGREB VI – PHYSICAL PERSONS

CLASS: UP/I-410-23/2004-03/83571
REF.NO.: 513-07-01-06/2004-03
ZAGREB, 16 July 2004

PRALJAK, SLOBODAN
(name and surname)
ZAGREB, KRALJEVEC 35
(address)
0201945330231
(personal identification number)

N O T I F I C A T I O N

In the process of establishing the annual income tax for 2003 it has been determined that the taxpayer PRALJAK SLOBODAN from ZAGREB, KRALJEVEC 35 after the accounting entry was carried out according to decision Cl. UP/I-410-23/2004-03/83571 Ref. No. 513-07-01-06/2004-02 on the account 1619 – income tax and surtax according to annual report has the right of refund in the amount of 2,115.77 Kuna.

By inspection of the Tax Administration's information system it was established that the above named has unpaid tax and other public levies in the amount of 972.14 Kuna.

The amount of overpaid tax and surtax according to annual report of income tax for the year 2003 will not be refunded pursuant to Article 113, Paragraph 6 and Article 115 of the General Taxation Act ("Official Gazette" No. 127/00 until 150/02), but a cross-entry will be done to the following accounts for the purpose of settlement of the debt:
- Account 1716 vacation home tax (OMIŠ) Amount: 972.14 Kuna

After the executed cross-entry the remaining refund of tax and surtax in the amount of 1,143.63 Kuna will be done in favour of the account Privredna banka Zagreb, Inc. Zagreb with the approval of your account No. 04127215350.

/seal/ (Authorized clerk)
/signature illegible/

I, public notary Lidija Pejović-Fumić, Zagreb, Ilica 75, confirm that this is a copy of the original document:Notification, Ministry of Finance ǂ Tax Administration Zagreb, Class: UP/I-410-23/2004-03/83571, Ref.No.: 513-07-01-06/2004-03, Zagreb, 16 July 2004, issued on the name of Praljak Slobodan.
The original document is machine typed and has 1 sheet
The original document was brought to me by Viktorija Auguštanec, Zagreb, 5 Resnik 2, odv. 13
Public notary fee, according to Tariff No. 11 of the Notary Public Charges Act in the amount of 10.00 Kuna was charged.
Public notary reward in the amount of 30.00 Kuna has been charged.

No. OV-6280/04
In Zagreb, 21 December 2004

PUBLIC NOTARY
Lidija Pejović-Fumić
/signature and seal/

ON 6 FEBRUARY 2004 DR. ZORAN PRALJAK CHANGES THE FOUNDING STATEMENT OF 20 OCTOBER 2001 AND DECIDES THAT THE COMPANY HEADQUARTERS SHOULD BE IN ZAGREB. THE ADDRESS WILL BE DETERMINED SUBSEQUENTLY.

LIKEWISE, THIS ENABLES THE ENGAGEMENT OF HOLDERS OF PROCURATION AND DEFINES WHAT THE HOLDERS OF PROCURATION CAN, AND WHAT THEY CANNOT DO.

HE DEFINES THE AUTHORITY OF THE HOLDER OF PROCURATION.

NOTARIZED COPY OF THE ORIGINAL DOCUMENT HAS BEEN MADE ON 17 DECEMBER 2004 WHEN I BEGAN COMPILING THE DOCUMENTATION FOR THE REGISTRAR OF THE HAGUE TRIBUNAL.

ON 20 OCTOBER 2001 SLOBODAN PRALJAK TRANSFERRED THE COMPANY TO THE OWNERS, THE PEOPLE WHO GAVE THE MONEY FOR THE PURCHASE OF LAND ON RADNIČKA CESTA 43.

THE BASIC CAPITAL IS RIDICULOUSLY GREAT (COMMUNIST WAY OF ASSESSMENT), BECAUSE THE MARKET VALUE OF THE LAND IS CA. 1,000,000 EURO (AT THAT MOMENT 2,000,000 DEUTSCHE MARKS).

BUT, OF WHAT CONCERN IS THIS TO ME?

/Coat of arms/ OU-160/2004
REPUBLIC OF CROATIA
PUBLIC NOTARY
MLADEN MATOŠ
ZAGREB, ILICA 297
In Zagreb, 6 February 2004 Departure no. 1

Zdravko Baburak from Zagreb, 9 Božidarevićeva street, PIN 2805958370305, plenipotentiary for Zoran Praljak from Makarska, 28 A.Starčevića street, PIN 1004954382507, approached my notary office. Based on my personal acquaintances with Mr. Baburak, I confirmed his identity as founder of the company OKTAVIJAN Ltd., company for the production and trade of films, having seat in Zagreb, Kraljevec 35, registered in the Commercial Court registry in Zagreb no. MBS 080198119, that according to the Article 454 of the Company Statute Law brings the following decisions of the OKTAVIJAN Ltd. company. ----------

I confirmed that the party is capable and authorized for these affaires, I explained him the meaning and the consequences, his truly and serious will convinced me and therefore I composed ----------

I DECISION ON CHANGING THE BUSINESS ADDRESS – COMPANY RESIDENCE

(1) The company member decides that the article 2, item 2 in the Statement about establishment dated 20 October 2001, changes into: «The company residence is in Zagreb. The founder shall specify the business address-the company residence by the special decision.» ----------

II DECISION ON ISSUING A PROCURATION

(1) The company member decides that a new article 9 shall be added within the Statement about establishment as read here: «The board can nominate the authorized clerks by the special decision.----------
The authorized clerk can: ----------
- deal with all legal affairs in the name and the account of the company; ----------
- represent the company in procedures before the administrative and other state organs, institutions with public juridical authorization and state and chosen courts as well. ----------

Without the special authorization, the authorized clerk cannot: ----------
- alienate or encumber the real-estates of the company; ----------
- give statements or undertake legal activities that start the act of bankruptcy or other act that leads to the non-existence of the company; ----------
- give authorization to make deals with other persons. ----------

The authorized clerk can be recalled at any time." ----------

III DECISION ON MODIFICATION AND SUBSTITUTION OF THE STATEMENT

(1) The company member decides that the Statement about establishment, dated 20 October 2001, shall be modified according to the above cited modifications and that the same Statement shall be modified and replaced by the new text of the Statement of establishment, dated 6 February 2004. ----------

(2) These decisions become valid as they were brought. ----------

According to the new modifications, the founder-the company member has made a new text of the Statement of Establishment as follows: ----------

S T A T E M E N T
of Establishment of the OKTAVIJAN Ltd.

Article 1

Zoran Praljak from Makarska, A. Starčevića 28, PIN 1004954382507, by this Statement establishes a company Ltd.

Article 2

The company is: OKTAVIJAN Ltd., company for the production and trade of films ----------
The abridged version of the company: OKTAVIJAN Ltd (Oktavijan d.o.o.). ----------
The company's residence is in Zagreb.----------
The founder shall specify the business address by the special decision. ----------

Article 3

The business object-activities: ----------

22	- editorial and printing activities; ----------
71.34	- renting machines and equipment; ----------
74.4	- promotion (advertising); ----------
74.84	- other business activities; ----------
92.1	- film and video activities; ----------
*	- representing foreign legal identities; ----------
01.11	- breeding cereals and other crops; ----------
16	- production of tobacco products; ----------
*	- tobacco and manufactures packing; ----------
*	- purchasing and selling goods; ----------
*	- trade agency at foreign and domestic market; ----------
70	- real-estates business; ----------
*	- maintaining buildings services; ----------
*	- scheme, construction and supervising; ----------
*	- account and book-keeping activities; ----------
*	- food preparation and aliment services, preparation of drinks and its serving, accommodation services, preparation of food to be served at other places (in transport devices, at ceremonies, etc and food provision (catering); ----------
*	- renting parking places and garages; ----------
*	- transport of passengers and cargo within domestic and international road traffic. ----------

Article 4

The basic funds of the company is 38.107.700,00 Kuna (thirty eight millions hundred seven thousands Kuna), which represents one basic deposit, entered entirely in objects. ----------

The basic funds have been increased by the Decision, dated 10 October 2001, from 36.600,00 Kuna (thirty thousands and six hundreds Kuna) to 38.071.197,37 Kuna (thirty eight millions seventy one thousands one hundred ninety seven Kuna and thirty seven Lipa) by entering objects and real-estates marked as 12 (twelve) buildings of the surface area of 5.976 m² and the factory yard Radnička road, registered at land-registry number

69/5 of the cadastral municipality Trnje of its total surface of 13.175 m² and the co-owner share 536/2022 at land-registry number 69/15, naturally a passage of its total surface of 2.022 m², at the amount of 38.107.797, 37 Kuna (thirty eight millions one hundred seven thousands, seven hundred ninety seven Kuna and thirty seven Lipa). -----

After the rounding to a multiple of one hundred (100), according to the Article 389 of the Company Statute Law, the basic funds of the company is 38.107.700,00 Kuna (thirty eight millions one hundred seven thousands, seven hundred Kuna). ----------

The company can, by the Decision of the company organs, provide additional funds, necessary for the company activities, by entering new deposits according to the Decision. ----------

Article 5

The Founder can relinquish his share or his part to the third person. In case of the founder's death, the share is transferred to his heirs who become the company members. ----------

Article 6

The company establishment is not limited by time frames. ----------

Article 7

The profit for the business year is established at the end of the calendar year and it is based on the annual success settlement within the company activities. ----------

The Founder shall cover the company loss according to the legal proscriptions. ----------

Article 8

The assembly is made of company members. While all the business shares are held by one member only, he assembles and signs the record from the assembly authorization without procrastination. The assembly meets once a year minimally at demand of the members. ----------
The assembly is gathered by the Board. ----------
THE BOARD ----------
The Board represents the company. ----------
The company member nominates and recalls the Board member, the company manager by the special Decision. ---
The company Board is composed of 1 up to 3 members of the Board, the company manager, that represent the company individually and independently. ----------
The Board is responsible for the activities of the company. ----------

Article 9

The Board can nominate the authorized clerks by the special decision. ----------
The authorized clerk can: ----------
- undertake all legal activities in the name and for the account of the company; ----------
- represent the company in procedures before the administrative and other state organs, institutions with public juridical authorization and state and other chosen courts. ----------

Without the special authorization the authorized clerk cannot: ----------
- alienate or encumber the real-estates of the company; ----------
- give statements or undertake any legal activities that start the act of bankruptcy or other act that provokes the non-existence of the company; ----------
- give authorization for making deals with other persons. ----------

The authorized clerk can be recalled at any time. ----------

Article 10

Zoran Praljak has got two business shares, one of 0,1% (zero point one percent) and other of 99,9 % (ninety nine point nine percent) that correspond to the size of the basic funds taken over. ----------
The business share of the member is specified by the size of the basic funds taken over. ----------
The member can have several business shares. The business shares and their parts can be conveyed and inherited. ---
The company is obliged to register any data in the book of business shares for every member and enable him the inspection of the very same data. ----------
The member acquires the right to the profit according to his business share. The profit is settled and paid off according to the decisions of the founders and the Law. ----------

Article 11

The company can establish other companies, branch-offices and representative bodies as well as acquire the business shares in other companies. ----------

Article 12

The company publishes its reports through the official gazette of the Republic of Croatia – "Narodne novine" RH.

Article 13

The modifications and substitutions of this Statement are valid if made in written form and signed by the founder.

Article 14

The original of this public-notary act has been kept in the office of the public notary. The founder is given 1 (one) example of this act and 1 (one) example is given for the purposes of the Commercial Court. ----------

---
In Zagreb, 6 February 2004 (sixth of February two thousand and four). ----------
---

FOUNDER, PLENIPOTENTIARY:
Zdravko Baburak
/signature/

I hereby confirm that the public-notary act has been read to the founder before it had been signed by the founder.

Public notary:
MLADEN MATOŠ
/signature and stamp/

1.Public notary reward was charged pursuant to
Articles 12 and 13 of the Regulation on
Temporary Notary Tariff /PPJT/
in the amount of 1.600.00 Kuna

2. Public notary fee was charged pursuant to
Tariff No.1 and 3 of the Law of Changes
and Additions of the Law of the Notary Rules
of Procedure /ZIDZJP/ in the amount of 140.00 kn

I, public notary Mladen Matoš confirm that I have compared this document with the original which is archived in my files and have determined that it corresponds with the original to the letter.
This first document is notarized and complete.
This document has been written for OKTAVIJAN d.o.o., Zagreb, Kraljevec 35
Public notary fee and rewards were not charged.

PUBLIC NOTARY
No. OU-160/2004 MLADEN MATOŠ
In Zagreb, 6 February 2004 /signed and sealed/

I, public notary Mladen Matoš from Zagreb, Ilica 297 confirm that this is a copy of the original document STATEMENT ON FOUNDING OF OKTAVIJAN d.o.o. written by the public notary Mladen Matoš in Zagreb on 6 February 2004.
This copy has been written by other means and contains four pages.
It was brought to me by Marko Praljak, Makarska, A. Starčevića 28.
The public notary fee for notarization pursuant to Tariff No. 11 of the Notary Public Charges Act in the amount of 10.00 Kuna has been paid and annulled on the archival copy.
Public notary award in the amount of 120.00 Kuna has been charged and paid, pursuant to Art. 17 of the Public Notary Tariffs. There are no expenses.

PUBLIC NOTARY
No: OV-21306/04 MLADEN MATOŠ
In Zagreb, 11 November 2004 /signed and sealed/

/coat-of-arms/
REPUBLIC OF CROATIA
PUBLIC NOTARIES
Iva Hanžeković Živković
Lada Škaričić-Sinčić
ZAGREB, Gajeva 2

I, public notary IVA HANŽEKOVIĆ ŽIVKOVIĆ from Zagreb, Gajeva 2, confirm that this is a copy of the notarized transcription of the original document.....
STATEMENT ON THE FOUNDING OF OKTAVIJAN d.o.o. .....
The document is written by other means ǂ copy, with a computer printer, handwriting, ink.
It contains five pages .....
The original document remains with the client, and it was brought to me by VIKTORIJA AUGUŠTANEC from Zagreb, 5. Resnik 2. odvojak 13 .....

Public notary fee pursuant to Tariff No. 11 of the Notary Public Charges Act in the amount of 12.00 Kuna has been charged and annulled on the archival copy.
Public notary reward pursuant to Article 17 of the Regulation on Temporary Notary Tariffs has been charged in the amount of 170.00 Kuna, as well as expenses in the amount of 5.00 Kuna plus 22% VAT.

No: OV-18670/04 Public notary
In Zagreb, 17 December 2004 /signed and stamped/

I DON'T KNOW SINCE WHEN SHE WAS THE DIRECTOR OF "OKTAVIJAN", BUT IT IS EVIDENT THAT ON 24 FEBRUARY 2004 HELENA KESIĆ CEASED TO BE THE DIRECTOR, AND NIKOLA BABIĆ PRALJAK BECOMES THE DIRECTOR OF "OKTAVIJAN".

IT IS ALL THE DECISION OF THE OWNERS OF "OKTAVIJAN".
SINCE 10 OCTOBER 2001 SLOBODAN PRALJAK IS NOT THE OWNER OF "OKTAVIJAN".
NIKOLA BABIĆ PRALJAK ACCEPTS TO BE THE DIRECTOR OF "OKTAVIJAN" ON 6 FEBRUARY 2004, IN ACCORDANCE WITH LEGAL PROVISIONS OF THE REPUBLIC OF CROATIA.

NOTARIZED COPY OF THE ORIGINAL DOCUMENT WAS MADE ON 17 DECEMBER 2004 WHEN I BEGAN COMPILING THE DOCUMENTATION FOR THE REGISTRAR OF THE HAGUE TRIBUNAL.

Pursuant to Article 8 of the Statement on founding of OKTAVIJAN, a limited liability company for the production and trade of films, Zagreb, Kraljevec 35 dated 20 October 2001, the only member of the company, Zoran Praljak from Makarska, A. Starčevića 28, represented by special power of attorney by lawyer Zdravko Baburak from Zagreb, Strojarska 2, Personal identity number 2805958370305, took the following

D E C I S I O N

I.

The current director of the company, Helena Kesić from Zagreb, Ilica 109, Personal identity number 2507978335114 is being recalled from this duty on 28 January 2004.

II.

As the new director of OKTAVIJAN, a limited liability company for the production and trade of films, Zagreb, Kraljevec 35 the following person is nominated:

Nikola Babić Praljak from Zagreb, Ante Topića-Mimare 11, Personal identity number 2401969330018.

III.

The director represents the company individually and independently, without limitations.

In Zagreb, 28 January 2004

The only member of the company:

Zoran Praljak
Makarska, A. Starčevića 28
Personal identity number 1004954382507
represented by special power of attorney
by lawyer Zdravko Baburak
/signed/

I, public notary MLADEN MATOŠ from Zagreb, Ilica 297 confirm that in my presence ZDRAVKO BABURAK, lawyer from Zagreb, Božidarevićeva 9, confirmed the signature on the document as his own, by the power of attorney for Zoran Praljak.
I determined the identity of the applicant on the basis of personal identity card of the Republic of Croatia, No. 101056578, issued by the Police Administration Zagreb.
The signature on the document is authentic.
Public notary fee for the validation according to Tariff No. 11 of the Notary Public Charges Act in the amount of 10.00 Kuna has been paid and annulled on the archival copy.
The public notary reward in the amount of 30.00 Kuna has been charged and paid, pursuant to Article 19 of the Public Notary Tariffs. There are no expenses.
Pursuant to Article 77, Paragraph 4 of the Law on Notaries Public, the public notary is not responsible for the content of the documents which he validates.

No: OV-2142/04
In Zagreb, 10 February 2004

PUBLIC NOTARY TRAINEE
DANIELA BOŽIĆ
/signed/

PUBLIC NOTARY
MLADEN MATOŠ
/seal/

REPUBLIC OF CROATIA
COMMERCIAL COURT IN ZAGREB

Tt-04/1671-2 MBS: 080198119

D E C I S I O N

The Commercial court in Zagreb, by the judge of this court Ivana Mlinarić in registry subject of the procuration assignment inscription, procuration recall, the board member change and the modification of the acts within the accordance statement, on demand of the proposer OKTAVIJAN ltd. for production and trade of films, Zagreb, Kraljevec 35 on 24 February 2004 has brought a

D E C I S I O N

In the court registry before this court to be registered:
-the modification of the Board member-the manager, recall and procuration assignment and the modification of the acts within the accordance statement in the trade association ltd.

Under the company/name OKTAVIJAN ltd. for production and trade of films with residence in Zagreb, Kraljevec 35, in the registry inserted piece with inscription subject PIN (MBS) 080198119, according to the data, confirmed in enclosure of this decision ("Data to be registered into the court registry"), that is its integral part.

THE COMMERCIAL COURT IN ZAGREB
In Zagreb, 24 February 2004

Judge
Ivana Mlinarić
(signed and stamp)

Instruction on appeal:
Right to appeal against this decision has got a participant or other person with legal interest for it. The appeal is about to be delivered to the Supreme Commercial Court of the Republic of Croatia within 8 days, in two examples, through the 1st degree court. The proposer has no right to appeal.

THE COMMERCIAL COURT IN ZAGREB

Tt -04/1671-2 MBS: 080198119
Date: 24 February 2004

REGISTRATION DATA FOR THE MAIN BOOK OF THE COURT REGISTRY
(decision enclosure)

Under no. 7 of the registration for the company OKTAVIJAN ltd for production and trade of films it has been registered:

REGISTRATION SUBJECT

BOARD MEMBERS/ LIQUIDATORS
Helena Kesić PIN: 2507978335114
Zagreb, Ilica 109
Manager
no longer the board member-manager since 28 January 2004

Nikola Babić-Praljak, PIN: 2401969330018
Zagreb, Ante Topića-Mimare 11
Manager, represents the association individually and independently

PROCURATORS
Marko Bojović, PIN: 1211969370004
Zagreb, Čikoševa 2
Authorized clerk
no longer an authorized clerk since 6 February 2004

Marko Praljak, PIN: 2702979382504
Makarska , Ante Starčevića 28
Authorized clerk

LEGAL RELATIONSHIPS:
The establishment act:
The Statement about trade association establishment dated 20 October 2001, according to the decision of a single association member dated 6 February 2004, modified in article 8
of the association board and procuration assignment decision and no longer valid, therefore
substituted by a new Establishment Statement, dated 6 February 2004, that is delivered to the court and archived in the documentation collection.

Remark: the data marked by # are no longer valid.

In Zagreb, 24 February, 2004

Judge
Ivana Mlinarić
(signed and stamped)

/coat-of-arms/
REPUBLIC OF CROATIA
PUBLIC NOTARIES
Iva Hanžeković Živković
Lada Škaričić-Sinčić
ZAGREB, Gajeva 2

I, public notary IVA HANŽEKOVIĆ ŽIVKOVIĆ from Zagreb, Gajeva 2, confirm that this is a copy of the notarized copy of the original document
DECISION OF THE COMMERCIAL COURT IN ZAGREB Tt-04/1671-2 of 24 February 2004.
The document is produced by computer printer, handwriting, ink. It consists of two sheets.
The original document is with the client, and it was brought to me by VIKTORIJA AUGUŠTANEC from Zagreb, 5. Resnik 2. odvojak 13.

Public notary fee pursuant to Tariff No. 11 of the Notary Public Charges Act in the amount of 10.00 Kuna was charged and annulled on the archival copy.
Public notary reward pursuant to Article 17 of the Regulation on Temporary Notary Tariff in the amount of 90.00 Kuna and expenses in the amount of 5.00 Kuna plus 22% VAT have been charged.

No. OV-18668/04
In Zagreb, 17 December 2004

Public Notary
/signature - illegible/
/seal/

/coat-of-arms/ OU-160/2004-1
REPUBLIC OF CROATIA
PUBLIC NOTARY
MLADEN MATOŠ
Zagreb, Ilica 297
In Zagreb, 6 February 2004 COPY No. 2

Mr. Nikola Babić-Praljak from Zagreb, Ante Topića-Mimare 11, Personal identification number 2401969330018, whose identity I determined by means of personal identity card of the Republic of Croatia, No. 13220173, issued by the Ministry of the Interior, Zagreb, presented himself to my public notary's office and on his personal request gave the following statement on the ----------

PROTOCOL

I, Nikola Babić-Praljak, who am discharging the function of the member of the board – director, ----------

hereby state

that in accordance with Article 394 of the Companies Act **I accept the nomination for the member of the board – director** in OKTAVIJAN, a limited liability company for the production and trade of films, having seat in Zagreb, Kraljevec 35, which I represent individually and independently. ----------
I proclaim that I am informed with the obligation to notify the court and that there are no circumstances that might be contrary to the provision of Article 239, Paragraph 2 of the Companies Act. ----------
I established that the nominated person is capable and authorized for giving the above statement, explained to him the meaning and consequences of the same, and gained conviction in his real and serious will, whereupon he stated that he had understood everything and as sign of confirmation signed this document. ----------

In Zagreb, 6 February 2004 Nikola Babić-Praljak
/signed/

I confirm that the statement from the protocol has been read to the client, before signing.

NOTARY PUBLIC TRAINEE
DANIELA BOŽIĆ
/signature and seal/

NOTARY PUBLIC
MLADEN MATOŠ

Public notary reward was charged pursuant to Article 26 of the Regulation on Temporary Notary Tariff in the amount of 160.00 Kuna
Public notary fee was charged pursuant to Tariff No. 1 and 8 of the Law of Changes and Additions of the Law of the Notary Rules of Procedure in the amount of 20.00 Kuna

I, public notary Mladen Matoš confirm that I compared this copy with the original which is filed in my archive and established that it corresponds with the original to the letter.
This is the copy No. 2, notarized and complete.
This copy is made for OKTAVIJAN d.o.o., Zagreb, Kraljevec 35, for the purpose of filing with the registry of the Commercial Court.
Public notary fee and reward were not charged.

No.: OU-160/2004-1 PUBLIC NOTARY TRAINEE PUBLIC NOTARY
In Zagreb, 6 February 2004 DANIELA BOŽIĆ MLADEN MATOŠ
/signed/ /seal/

FOR THE NEEDS OF THE HAGUE TRIBUNAL I REQUESTED ON 28 OCTOBER 2004 FROM THE MINISTRY OF FINANCE OF THE REPUBLIC OF CROATIA DATA ABOUT MY FINANCIAL STANDING

REPUBLIC OF CROATIA
MINISTRY OF FINANCE-TAX HEADQUARTERS
DISTRICT OFFICE ZAGREB
DEPARTURE OFFICE ZAGREB I – CENTER

CLASS: 034-04/2004-001/06644
IDENTIFICATION NUMBER: 513-007-01/61/2004-02
ZAGREB, 28 October 2004

According to the Article 14 item 2 of the Court fees Act (Official Gazette no. 74/95 and 57/96) Article 11 item 4 of the Notary Public Charges Act (Official Gazette no. 72/94, 74/95 and 87/96) and the Articles 171 and 172 of the Act on General Administrative procedure (Official Gazette no. 53/91) on demand of SLOBODAN PRALJAK from Zagreb, Kraljevec 35, Ministry of Finance, Tax Headquarters, District office Zagreb, Departure Zagreb I – Center issues

DECLARATION OF POSSESSION STATUS

According to the official evidence data and data from demand to issue the confirmation about the possession status, it has been confirmed that SLOBODAN PRALJAK, father's name MIRKO, PIN 0201945330231 from Zagreb, Kraljevec 35, occupation retired and his spouse own

I APPLICANT

A. 1. total incomes in current year.....53.175,78 kunas
   2. total incomes in previous year.....101.945,73 kunas
B. precious property.....no data at disposal

II SPOUSE

C. 1. total incomes in current year.....21.310,65 kunas
   2. total incomes in previous year.....26.550,19 kunas
D. precious property.....no data at disposal

Free of administrative fee according to the Article 7, item 2, clause 4 of the Administrative charges Act (Official Gazette no. 8/96, 77/96, 131/97, 68/98, 66/99 and 145/99)

(signed and stamped)

/coat-of-arms/
REPUBLIC OF CROATIA
PUBLIC NOTARIES
Iva Hanžeković Živković
Lada Škaričić-Sinčić
ZAGREB, Gajeva 2

I, public notary IVA HANŽEKOVIĆ ŽIVKOVIĆ from Zagreb, Gajeva 2, confirm that this is a copy of the original document .....
CERTIFICATE ABOUT FINANCIAL STANDING ISSUED BY THE MINISTRY OF FINANCE - TAX ADMINISTRATION on 28 October 2004 .....
The document is generated by computer printer, handwriting, ink. It consists of one sheet. The original document is in the hands of the client, and it was brought to me by VIKTORIJA AUGUŠTANEC from Zagreb, 5. Resnik 2. odvojak 13.....

Public notary fee pursuant to Tariff No. 11 of the Notary Public Charges Act in the amount of 10.00 Kuna was charged and annulled on the archival copy.
Public notary reward pursuant to Article 17 of the Regulation on Temporary Notary Tariff in the amount of 30.00 Kuna plus 22% VAT has been charged.

No.: OV-18676/04
In Zagreb, 17 December 2004

Public Notary
/seal/
/signed/

IS THERE ANY KIND OF LAND OR REAL ESTATE IN THE CADASTRAL BOOKS LISTED AS THE PROPERTY OF SLOBODAN PRALJAK?
I ASKED A CERTIFICATE ON THE ABOVE FROM THE REPUBLIC OF CROATIA FOR THE NEEDS OF THE HAGUE TRIBUNAL ON 11 NOVEMBER 2004

REPUBLIC OF CROATIA
CITY OF ZAGREB
CITY CADASTRAL AND
GEODETIC DEPARTMENT
FOR LAND-REGISTRY AND REAL-ESTATES
SECTION I (ZAGREB)

CLASS: 935-08/2004-01/11176
IDENTIFICATION NUMBER: 251-15-02/1-2004-2
ZAGREB, 11 November 2004

The City Cadastral and Geodetic Department on demand of SLOBODAN PRALJAK, Zagreb, Kraljevec 37, according to the Article 109 of the State measurement and Real-estates cadastre Act (Official Gazette no. 128/99) issues a:

C E R T I F I C A T E

It has been confirmed that SLOBODAN PRALJAK, Zagreb, Kraljevec 37 is not registered as a user in the land-registry in the area of city of Zagreb.

Free of administrative fees according to the Article 7, item 4 of the Administrative fees Act (Official Gazette no. 8/96, 131/97 and 68/98).

Under authority of Department Chef
Nevenka Krznarić, certified surveyor
signed and stamped)

/coat-of-arms/
REPUBLIC OF CROATIA
PUBLIC NOTARIES
Iva Hanžeković Živković
Lada Škaričić-Sinčić
ZAGREB, Gajeva 2

I, the public notary IVA HANŽEKOVIĆ ŽIVKOVIĆ from Zagreb, Gajeva 2 confirm that this is a copy of the original document CERTIFICATE of the State Geodetic Administration of 11 November 2004.The document is generated by computer printer, handwriting, ink. It consists of one sheet. The original document remains with the client, and it was brought to me by VIKTORIJA AUGUŠTANEC from Zagreb, 5. Resnik 2. odvojak 13

Public notary fee pursuant to Tariff No. 11 of the Notary Public Charges Act in the amount of 10.00 Kuna was charged and annulled on the archival copy.
Public notary reward pursuant to Article 17 of the Regulation on Temporary Notary Tariff in the amount of 30.00 Kuna plus 22% VAT has been charged.

Public Notary
/seal/
/signed/

No.: OV-18673/04
In Zagreb, 17 December 2004

IS THERE ANY KIND OF LAND OR REAL ESTATE LISTED IN THE CADASTRAL BOOKS ON 11 NOVEMBER 2004 ON THE NAME OF KAĆUŠA PRALJAK, SLOBODAN PRALJAK'S SPOUSE?

REPUBLIC OF CROATIA
CITY OF ZAGREB
CITY CADASTRAL AND
GEODETIC DEPARTMENT
FOR LAND-REGISTRY AND REAL-ESTATES
SECTION I (ZAGREB)

CLASS: 935-08/2004-01/11177
IDENTIFICATION NUMBER: 251-15-02/1-2004-2
ZAGREB, 11 November 2004

The City Cadastral and Geodetic Department on demand of KAĆUŠA PRALJAK, Zagreb, Kraljevec 35, according to the Article 109 of the State measurement and Real-estates cadastre Act (Official Gazette no. 128/99) issues:

C E R T I F I C A T E

It has been confirmed that KAĆUŠA PRALJAK, Zagreb, Kraljevec 35 is not registered as user in the land-registry in the area of city of Zagreb.

Free of administrative fees according to the Article 7, item 4 of the Administrative fees Act (Official Gazette no. 8/96, 131/97 and 68/98).

Under authority of Department Chef
Nevenka Krznarić, certified surveyor
signed and stamped)

/coat-of-arms/
REPUBLIC OF CROATIA
PUBLIC NOTARIES
Iva Hanžeković Živković
Lada Škaričić-Sinčić
ZAGREB, Gajeva 2

I, the public notary IVA HANŽEKOVIĆ ŽIVKOVIĆ from Zagreb, Gajeva 2 confirm that this is a copy of the original document CERTIFICATE of the State Geodetic Administration of 11 November 2004.The document is generated by computer printer, handwriting, ink. It consists of one sheet. The original document remains with the client, and it was brought to me by VIKTORIJA AUGUŠTANEC from Zagreb, 5. Resnik 2. odvojak 13

Public notary fee pursuant to Tariff No. 11 of the Notary Public Charges Act in the amount of 10.00 Kuna was charged and annulled on the archival copy.
Public notary reward pursuant to Article 17 of the Regulation on Temporary Notary Tariff in the amount of 30.00 Kuna plus 22% VAT has been charged.

Public Notary
/seal/
/signed/

No.: OV-18674/04
In Zagreb, 17 December 2004

KAĆUŠA BABIĆ (NOT PRALJAK) SOLD HER APARTMENT, ON FRANCUSKE REPUBLIKE SQUARE no. 4, TO MR. LUKA MAROTTI ON 13 JANUARY 1996

KAĆUŠA BABIĆ from Zagreb, Francuske Republike Square 4, as seller and LUKA MAROTTI from Zagreb, Domagojeva 11 as buyer concluded on this day the following

SALES CONTRACT

1.

Kaćuša Babić, Personal identification number 1303947335096 sells, and Luka Marotti, Personal identification number 1707948330083 buys the apartment in Zagreb, Francuske Republike Square 4, on the second floor on the right, apartment No. four, which consists of one room and adjacent premises of a total surface area of 35.46 m^2, for the agreed price in the equivalent of 50,000 (fifty thousand) Deutsche Marks converted into Kunas according to the middle exchange rate of the Croatian National Bank.

The apartment is situated in a multi-storey building built on the cadastral plot No. 3526, cadastral municipality Črnomerec, which corresponds to the land registry plot No. 5213/3, cadastral municipality of the City of Zagreb. The buyer also buys an indivisible part of the shared parts of the building proportionate to the value of the apartment against other apartments which use the same shared parts of the building. The apartment code No. is 05906644, and the building code No. is 0099120.

The seller guarantees that the apartment is her property, which she bought pursuant to the provisions of the Law on Sale of Apartments with Tenancy Rights and the contract No. SU-010743/92 of 23 November 1992 and that she paid the price of the apartment in full.

2.

The buyer pays the price on the hands of the seller in full at the moment of signing of this contract. The price has been determined taking into account the state of the apartment and the market price at the moment of concluding the contract. The apartment is, namely, in such a state that a complete renovation is necessary, which had an impact upon its price.

3.

The buyer buys the apartment as is, devoid of things and has no complaints regarding its condition, which also proceeds from point 2 of the contract.
The contracting parties waive the right to oppose this contract for any reason, especially excessive damage over one half of the usual value.

4.

With regard that the price is paid in full, the buyer enters into the ownership of the apartment immediately upon the signing of the contract.

5.

According to the agreement of the parties the payment of the property sales tax and the rights proceeding from this contract are the sole responsibility of the buyer.

6.

The seller empowers the buyer to register, on the basis of this contract, the right of ownership in his name in the land books.
The seller guarantees that the apartment is not encumbered with any legal claim whether entered or not entered in the land books.

7.

From the day of entry into possession all utility expenses related to the use of the apartment are the sole responsibility of the buyer. If necessary the minutes of the takeover of the apartment will be kept.

8.

All the costs related to the constitution of this contract are at the expense of the buyer.

9.

The contract is made in six identical copies, read to the parties and explained, and as sign of acceptance of the rights and obligations proceeding from the same, they sign it with their own hand.

In Zagreb, 13 January 1996

Seller
KAĆUŠA BABIĆ
/signed/

Buyer
LUKA MAROTTI
/signed/

/stamp/
ATTORNEYS AT LAW
DIZDAREVIĆ, DUBRAVEC, MAJICA
ZAGREB – Račkoga 11
Tel. (01) 45 54 452

ATTORNEY AT LAW
RAOUL DUBRAVEC
/signed/

REPUBLIC OF CROATIA
MINISTRY OF FINANCE - TAX ADMINISTRATION
Branch office Zagreb
Section office Črnomerec

Class: UP/I-410-20/96-01/18
Ref.No.: 513-07-01-96-3
Property sales tax has been calculated pursuant to Art. 10 of the Property Transfer Tax Act ("Official Gazette" No. 69/97) in the amount of 11,169.90 (eleven thousand hundred sixty nine Kuna and 90 Lipa) on the established base of 223,398.00 Kuna.
Property sales tax has been paid on 29 October 1997
In Zagreb, /illegible/ 1997

Administrator:
/signed/

Round seal:
REPUBLIC OF CROATIA
MINISTRY OF FINANCE
TAX ADMINISTRATION
BRANCH OFFICE ZAGREB
SECTION OFFICE ČRNOMEREC

WATER SUPPLY AND SEWAGE Ltd.
ZAGREB, Folnegovićeva 1 OBLIGEE 1707948330083
Reg. No 112818 APT. 05906644
COMPLAINTS: PATAČIČKINA 10 RESIDENTIAL BUILDING 0159237

INVOICE for water, sewage, use, protection network construction and tax 545176726 – 1031
Zagreb, 16 Dec 2002

PAYER: ***MAROTTI LUKA***
TRG FRANCUSKE REPUBLIKE 4
10000 ZAGREB
If you are paying by postal money order fill out as follows 05 05906644 – 545176726

CONSUMPTION UNTIL: Dec 2002 READOUT PERIOD 23 Oct 2002 - 21 Nov 2002
TO BE PAID BY: 2 Jan 2003 PRICE OF WATER WITH VAT 5,0748 SINCE 1 May 2002

01	52,0200	11	1
02	263,99	12	20,31
03	13	13	0,51

ACCOUNT NO. 2360000-1500016740 Total amount (VAT included) kn =20,82

HP 10115 Zagreb 20,82
7 April 2003 0.00/0.00
545176726 1031 PAYMENT NO. SIGNATURE

ČISTOĆA d.o.o. **INVOICE NO.** 531301129 - 1007
Zagreb, Radnička c. 82 **R-1** ZAGREB, 23 November 2002
Reg. No. 3219437; tel. 6187-311 Personal ID No. 1707948330083

GYRO ACCOUNT 2360000-1500016186 APT. 05906644 ST

PAYER: ***MAROTTI LUKA***
TRG FRANCUSKE REPUBLIKE 4
10000 ZAGREB
In the month of Nov/2002 we performed the services MONTHLY FEE: 19,15 kn
of collection, removal and disposal of utility waste VAT 22%: 4,21 kn
according to the charged surface area of 35,46 m^2 TOTAL: 23,36 kn
unit price: 0,54 kn/m^2 **FOR PAYMENT TOTAL: 23,36** kn
TO BE PAID BY: 8 December 2002 **REMINDER:** Your outstanding debt is: 239,32 kn

(DATE OF PAYMENT ILLEGIBLE) USL 174 2 03
Open telephone: 060-110-110 23,36
e-mail: cistoca@cistoca.hr
www.cistoca.hr PAYMENT NO. SIGNATURE

BY THE HANDWRITTEN STATEMENT, KAĆUŠA PRALJAK TESTIFIES ON THE ARRANGEMENT BETWEEN HERSELF (AT THE TIME KAĆUŠA BABIĆ) AND SLOBODAN PRALJAK (FUTURE HUSBAND) ON THE SALE OF THE APARTMENT ON FRANCUSKE REPUBLIKE SQUARE NO. 4

In Zagreb, 25 August 2004

STATEMENT

by which I, Kaćuša Praljak, from Zagreb, resident at Kraljevec 35, Slobodan Praljak's wife, confirm, under full responsibility, that the apartment in Ilica 109, in Zagreb (4-room apartment, number 16, 2nd floor, surface of 103, 30 m, with garage) is my personal, absolute and individual property and only I exclusively, can deal with it independently and with no restrictions.

REASONS AND EXPLANATION

I sold my apartment, located in Trg Francuske Republike 4, that I inheritated as property from my earlier marriage and life.That apartment was my individual property, brought into the liason with Slobodan Praljak.
On his request, I sold the apartment and the received money I gave to Slobodan Praljak at his disposal. In return, he promised me, that, in the future, whenever he will be capable of, he would donate me any real-estate whatsoever, which would be exclusively in my possession, which he did. Therefore, the apartment in Ilica 109 is my individual and exclusive property which is at my full disposal, in complete harmony with my husband's assents and accordance.

KAĆUŠA PRALJAK
/signed/

WITH A DEED OF DONATION OF 27 FEBRUARY 2002 SLOBODAN PRALJAK REPAYED THE DEBT TO KAĆUŠA PRALJAK – COMPENSATION FOR THE MONEY WHICH SHE GAVE TO ME BY SELLING HER APARTMENT WHICH WAS HER EXTRAMARITAL (PRE-MARITAL) ACQUISITION.

KAĆUŠA PRALJAK HAS SOLD THE RECEIVED (RETURNED) APARTMENT TO DR. TUGOMIR GVERIĆ IN ORDER TO PAY FOR MY DEFENCE.

THE SALES CONTRACT WAS CONCLUDED ON 3 OCTOBER 2006, BUT THE APARTMENT WAS SOLD IN THE SUMMER OF 2005 WHEN DR. TUGOMIR GVERIĆ TOOK THE APARTMENT KEYS AND PAID A GREATER AMOUNT OF THE SALE PRICE. AS FAR AS I KNOW, THE SALES CONTRACT WAS CONCLUDED AFTERWARDS, WHEN DR. TUGOMIR GVERIĆ GATHERED THE REMAINDER OF THE MONEY.

WHAT KIND OF TRUST ARE WE TALKING ABOUT HERE, I WILL ANSWER TO THE HONOURABLE JUDGES, IF THEY ASK ME.

KAĆUŠA PRALJAK, Kraljevec 35, Zagreb, Personal ID No. 1303947335096 as seller,
and
TUGOMIR GVERIĆ, Maksimirska 66, Zagreb, Personal ID No. 2305957392302 as buyer
on this day 3 October 2006 concluded the following

C O N T R A C T
ON THE SALE OF PROPERTY

Introductory provision
Article 1

The contracting parties determine by agreement that the seller is the owner of the apartment No. 16 on the second floor, in a residential building in Zagreb, Ilica 109, built on cadastral plot No. 5177, according to new survey plot No. 3734, cadastral municipality of Črnomerec, with a total surface area of 103.30 m^2, sub folio No. 16931, folio in the land registry 8886, cadastral municipality of the City of Zagreb, which consists of 4 rooms, a kitchen, dining room, pantry, bathroom, toilet, entry hall, hallway and two loggias, together with a proportionate shared part of the residential building in which the above apartment is situated, including land and common rooms in the building, pursuant to the Ownership and Other Proprietary Rights Act.

The contracting parties determine by agreement that the seller is an unregistered owner of the garage in Zagreb, Ilica 109, garage code 55311326004, surface area 14.73 m^2, which is situated on the cadastral plot No. 3734, cadastral municipality of Črnomerec, in the basement of the building to the left, together with proportionate shared part of the residential building in which the above garage is situated, including land and common rooms in the building, pursuant to the Ownership and Other Proprietary Rights Act.

The seller acquired the property on the basis of the Deed of donation of 27 February 2002, concluded with Slobodan Praljak as donor.

Subject matter of the Contract
Article 2

The seller sells, and the buyer buys the following property:

- apartment No. 16 on the second floor, in a residential building in Zagreb, Ilica 109, built on the cadastral plot No. 3177, according to new survey plot No. 3734, cadastral municipality of Črnomerec, with a total surface area of 103.30 m^2, entered in the sub folio No. 16931, folio in the land registry No. 8886, cadastral municipality of the City of Zagreb, which consists of 4 rooms, a kitchen, dining room, pantry, bathroom, toilet, entry hall, hallway and two loggias.

The buyer also buys the proportionate shared part of the residential building in which the apartment is situated, including land and common rooms in the building pursuant to the Ownership and Other Proprietary Rights Act.

- unregistered ownership of the garage in Zagreb, Ilica 109, garage code 55311326004, surface area 14.73 m^2, which is situated on the cadastral plot No. 3734, cadastral municipality of Črnomerec, situated in the basement of the building to the left.

The buyer also buys the proportionate shared part of the residential building in which the above garage is situated, including land and common rooms in the building, pursuant to the Ownership and Other Proprietary Rights Act.

The sale price
Article 3

The contracting parties determine the sale price for the above property in a fixed amount of 730,000.00 Kuna (seven hundred thirty thousand Kuna and zero lipa).

Dynamics and means of payment of the sale price
Article 4

The contracting parties determine by agreement that until the day of signing of this Contract, the price has been paid in full.

The seller's guarantees
Article 5

The seller guarantees to the buyer that the above property is not encumbered by any claims or rights of third persons and that it represents her exclusive property.

The transfer of ownership rights
Article 6

The seller concedes to the buyer the right to register ownership over the above apartment in his name in the land books and other public registries in which his property is being recorded and evidenced.

Entry into possession of the apartment
Article 7

The buyer has taken possession of the purchased property and has taken over all obligation regarding the use of the property (utilities and other charges).

The payment of property sales tax and other expenses
Article 8

The contracting parties determine by agreement that the property sales tax and other charges and expenses such as the registering in the land books, implementation in the cadastre and the like, related to this legal matter are payable by the buyer.

Concluding provisions
Article 9

The contracting parties are obliged to deliver all correspondence and all mutual contacts on the addresses stated in the heading of this Contract.
The contracting parties will try to resolve any dispute from this Contract amicably, and in case it is not successful, the jurisdiction of the competent court in Zagreb is indicated.

Article 10

This Sales Contract is made in 7 (seven) identical copies, one for each contracting party, while the other copies will serve for presentation and archiving.

Article 11

This Sales Contract has been read and explained to the parties, after which they state that they understand it, that it corresponds to their intentions and will, and in the sign of acceptance of the rights and obligations proceeding from the same, they sign it with their own hand, and the seller validates her signature with a public notary.

In Zagreb, 3 October 2006

Seller:
KAĆUŠA PRALJAK
/signed/

Buyer:
TUGOMIR GVERIĆ
/signed/

I, Public notary Duško Sudar from Zagreb, Mesnička 8----------
confirm that the party:----------
KAĆUŠA PRALJAK, retiree----------
Zagreb, Kraljevec 35,----------
Personal identity card No. 15241964, issued by the Zagreb Police Administration--------
in my presence signed this document with her own hand.----------
I determined the identity of the applicant on the basis of the above identity card.----
The signature on the document is true.----------
Public notary fee in the amount of 12.00 Kuna has been paid, in accordance with tariff
No. 11 of the Notary Public Charges Act.----------
Fiscal stamps were affixed and annulled on the document which remains in the archive.---
Public notary reward in the amount of----------
50.00 Kuna +0.00 Kuna expenses +11.00 Kuna VAT was charged.----------

No. OV-13664/06
In Zagreb, 12 October 2006 PUBLIC NOTARY
/Seal/ /signed/

TITLE DEED

The seller, **KAĆUŠA PRALJAK,** Kraljevec 35, Zagreb, Personal ID No. 1303947335096 issues this title deed for the following property:

Apartment No. 16 on the second floor, in a residential building in Zagreb, Ilica 109, built on the cadastral plot No. 3177, according to new survey plot No. 3734, cadastral municipality of Črnomerec, with a total surface area of 103.30 m², entered in the sub folio No. 16931, folio in the land registry No. 8886, cadastral municipality of the City of Zagreb, which consists of 4 rooms, a kitchen, dining room, pantry, bathroom, toilet, entry hall, hallway and two loggias, together with the proportionate co-ownership part of the residential building in which the apartment is situated, including land and common rooms in the building pursuant to the Ownership and Other Proprietary Rights Act.

On 3 October 2006 a Contract on the sale of property was concluded between KAĆUŠA PRALJAK, Kraljevec 35, Zagreb, Personal ID No. 1303947335096 *as seller* and TUGOMIR GVERIĆ, Maksimirska 66, Zagreb, Personal ID No. 2305957392302 *as buyer.*

According the above Contract the price of property has been paid in full and the seller gives the buyer unconditional consent to enter the right of ownership over this apartment in the Land Register and other public books in which the property is being recorded and evidenced.

In Zagreb, 3 October 2006

The seller:
KAĆUŠA PRALJAK
/signed/

I, Public notary Duško Sudar from Zagreb, Mesnička 8----------
confirm that the party:----------
KAĆUŠA PRALJAK, retiree----------
Zagreb, Kraljevec 35,----------
Personal identity card No. 15241964, issued by the Zagreb Police Administration--------
in my presence signed this document with her own hand.----------
I determined the identity of the applicant on the basis of the above identity card.----
The signature on the document is true.----------
Public notary fee in the amount of 10.00 Kuna has been paid, in accordance with tariff
No. 11 of the Notary Public Charges Act.----------
Fiscal stamps were affixed and annulled on the document which remains in the archive.---
Public notary reward in the amount of----------
30.00 Kuna +0.00 Kuna expenses +6.60 Kuna VAT was charged.----------

No. OV-13663/06
In Zagreb, 12 October 2006 PUBLIC NOTARY
/Seal/ /signed/

AFTER VACATING THE APARTMENT, DR. TUGOMIR GVERIĆ DID THE NECESSARY ADAPTATIONS IN THE PURCHASED APARTMENT, SUCH AS WHITEWASHING…

HE REGISTERED HIS NEW RESIDENCE ADDRESS – ILICA 109 AT THE ZAGREB POLICE ADMINISTRATION ON 12 DECEMBER 2005

THE SALES CONTRACT WAS CONCLUDED 11 MONTHS LATER.
THIS IS SIMPLY A MATTER OF TRUST.

WHEN SLOBODAN PRALJAK, IN A LETTER TO THE REGISTRY CLAIMED THAT THE MONEY FROM THE SALE OF THE APARTMENT IN ILICA 109 WAS SPENT ON HIS DEFENCE ALREADY IN 2005, HE WAS SPEAKING THE TRUTH.

THE REGISTRAR HAS NO RIGHT TO CLAIM, BASED ON GOD KNOWS WHICH SOCIAL SYSTEM OF VALUES, THAT SLOBODAN PRALJAK IS NOT TELLING THE TRUTH.

REPUBLIC OF CROATIA
MINISTRY OF THE INTERIOR
ZAGREB POLICE ADMINISTRATION

No. 511-19-22/1-92/07
ZAGREB, 2 January 2007

Pursuant to Article 171 of the General Administrative Procedure Act ("Official Gazette" No. 53/1991), upon the request of the party:
TUGOMIR GVERIĆ, we issue

CERTIFICATE OF RESIDENCE

TUGOMIR GVERIĆ (MARKO)
Born on 23 May 1957 in VIROVITICA, VIROVITICA, CROATIA
has the following places of residence on the area of the ZAGREB POLICE ADMINISTRATION:

From 18 October 2004	until 12 May 2005	ZAGREB, MAKSIMIRSKA 66
From 12 May 2005	until 12 December 2005	ZAGREB, 1. RETKOVEC 1 A
From 12 December 2005	until ----------	ZAGREB, ILICA 109

registered pursuant to Article 2 of the Domicile and Residence Act ("Official Gazette" No. 53/1991, 26/1993 and 11/2000).
The certificate is issued for the purpose: PROOF OF RESIDENCE

This certificate is free from payment of fees pursuant to Article 63 of the Law on the Rights of Croatian Defenders from the Homeland War and Members of their Families ("Official Gazette" No. 174/2004).

Signature of the official
/signed and stamped/

DR. ZORAN PRALJAK REPRESENTS THE INVESTORS.

LENDS MONEY TO MARKO BOJOVIĆ TO BUY, ON HIS BEHALF AND FOR HIS INTERESTS THE "DOCK AND WAREHOUSES" IN SISAK.

I DON'T KNOW, NEITHER DO I CARE, WHEN THEY RESOLVED THEIR RELATIONS BY CESSION, BUT BOJOVIĆ CANNOT BE ACCUSED OF BEING THE OWNER OF "DOCK AND WAREHOUSES" MERELY BECAUSE HE SIGNED THE PURCHASE.

EVEN LESS CAN SLOBODAN PRALJAK BE ACCUSED OF BEING THE OWNER OF THE "BASIC CAPITAL" OF A COMPANY BOUGHT IN THIS MANNER.

BY AN INCOMPREHENSIBLE LOGIC, THE REGISTRAR ASCRIBES TO SLOBODAN PRALJAK THE COMPANY WHOSE SHARES WERE BOUGHT BY DR. ZORAN PRALJAK FOR APPROX. 430,000 EURO (MAJORITY STAKE) ON THE STOCK EXCHANGE – AND ATTACHES TO THEM A VALUE OF 3,392,323.65 EURO.

NOTE:
THE AMOUNT OF 362,500.00 KUNA WAS PAID ACCORDING TO THE ACT ON THE TAKEOVER OF JOINT STOCK COMPANIES IN ORDER TO ENABLE SMALL SHAREHOLDERS TO SELL, IF THEY WANT TO, THEIR PART OF THE SHARES.

HOW MANY OF THEM USED THIS OPPORTUNITY, I DON'T KNOW.

ZORAN PRALJAK, Personal Identification No. 1004954382507, Ljubuški, Kralja Tomislava b.b., BiH (hereinafter: LENDER)
and
"OKTAVIJAN" d.o.o., Zagreb, Kraljevec 35, Ref.No.1155954, represented by the holder of procuration Marko Bojović (hereinafter: BORROWER)
concluded on this day 17 January 2002

A LOAN CONTRACT

Article 1

The lender will lend to the borrower the amount of 500,000.00 Euro (five hundred thousand euro and zero cents) from his private account in Raiffeisenbank Austria d.d. Zagreb.

The borrower shall receive that money in Kuna according to the exchange rate on the day of conversion.

The lender will make payments on behalf of and on the order of the borrower depending on the way of payment for the shares and other expenses in the buying of the company "Dock and warehouses", inc. Sisak. In the Annex to this contract the exact amount and dates of payment will be defined, and the proof of payments will be attached.

Article 2

The contracting parties are in agreement that in the repayment of the loan the fx clause will apply, i.e. the borrower will return that amount in Kuna which is equivalent to the euro amount stated in article 1 of this contract.

Article 3

The contracting parties agree that a fixed annual interest rate is 8% (eight percent).

Article 4

The contracting parties agree that the property of the borrower will serve as collateral for this loan.

Article 5

The contracting parties agreed that the repayment schedule will be determined by agreement.

Article 6

The contracting parties retain the right to change all the provisions of this contract by agreement.

Article 7

The contracting parties agree to settle any disputes arising from this contract amicably. In the case of the contrary, the jurisdiction of the court in Zagreb is agreed.

Article 8

This contract is made in four copies, two for each contracting party. Each of the copies is considered as original. The contracting parties accept the rights and obligations proceeding from this agreement, and sign it as a sign of acceptance.

Zoran Praljak
/signed/

"OKTAVIJAN" d.o.o.
/signature of M. Bojović/

B-D20

NATIONAL PAYMENTS AGENCY
30101 ZAGREB

SPECIAL TRANSFER ORDER
Confirmation receipt

By order of the principal
RAIFFEISENBANK AUSTRIA DD ZAGREB
PRALJAK ZORAN

Purpose of the money order
PRALJAK ZORAN FOR OKTAVIJAN d.o.o.
PURCHASE OF SECURITIES

Credit of the account of
CREDOS D.O.O.

/Signature and stamp of
Raiffeisenbank Austria d.d.
Zagreb, Petrinjska 59/

Account No.	30101-620-154
Ref. No. (PAYER)	016-2709-91998
Kuna	362,500.00
Account No.	30105-749-406
Ref.No.	00123-02

Note: The principal can withdraw this order before execution

ZAGREB, 21 January 2002

NATIONAL PAYMENTS AGENCY
30101 ZAGREB

SPECIAL TRANSFER ORDER
Confirmation receipt

By order of the principal
RAIFFEISENBANK AUSTRIA DD ZAGREB
PRALJAK ZORAN

Purpose of the money order
PRALJAK ZORAN FOR OKTAVIJAN d.o.o.
PURCHASE OF SECURITIES

Credit of the account of
CREDOS D.O.O.

/Signature and stamp of
Raiffeisenbank Austria d.d.
Zagreb, Petrinjska 59/

Account No.	30101-620-154
Ref. No. (PAYER)	016-2709-91998
Kuna	3.262,500.00
Account No.	30105-749-406
Ref.No.	00123-02

Note: The principal can withdraw this order before execution

ZAGREB, 21 January 2002

SAILBOAT
OWNER, DATE OF PURCHASE, TYPE AND PROPERTY VALUE

H A K
CROATIAN AUTOMOBILE CLUB 11.
Auto-Moto Club „SPLIT“ - Split Control evidence No. K 25/95
Date: Split, 11 February 1995

THE PUBLIC SALE RECORD

made on 11 February 1995 at the public sale through auction of the motorised vehicles and sailing boats, regarding the object:

Type of boat sailboat Brand and type “YACHT” KALA HARI (13,20) plastic
Engine number ./. Chassis number ./.
Year of production ./. ccm Kw 40 Colour white

Additional notes: The sail-boat and its interior is rather damaged. “Perkins” engine inoperative-damaged.
Width 3,90 m; sea gauge 1,8 m.

Starting price 16.000,00 Auction development:

1.	MIMICA	16.100,00		
2.	VUKUŠIĆ	16.050,00,	16.700,00	
3.	GLUIĆ	16.500,00	17.000,00	18.500,00
4.	PRALJAK	18.000,00	19.000,00	**19.300,00**

The sail-boat has been purchased by SLOBODAN PRALJAK from Zagreb
Address Kraljevec 35, District Centar
in the amount of 19.300,00 Kuna in letters ninteenthousandsthreehundredkuna

The buyer is obligated to pay the amount in the special account of Croatian Automobile Club within 5 days from the purchase act.

OBJECTED: _____

Persons who escorted the buyer /stamp/ Commission members

1. 1.
2. 2.
3. 3.

Slobodan Praljak /signed/
/buyer’s signature/

H A K
CROATIAN AUTOMOBILE CLUB
Auto-Moto Club „SPLIT“ - Split

SLOBODAN PRALJAK

ZAGREB, Kraljevec 35

Split, 13 February 1995

ACCOUNT NO. 3/95

At the public sale held on 11 February 1995, a sailboat has been purchased with following data:

SAILING PRICE HRD 19.300,00
(in letters) /ninteenthousandsthreehundredkuna/

Type of boat sea craft (dimensions 3,9 m, sea gauge 1,8 m)
Brand and type SAILBOAT plastic (13,20)
Engine number ./.
Chassis number ./.
Year of production ./. ccm ./. Kw 40
Colour white Control evidence No. K-18/95

TAX OBLIGATIONS REMARKS:

Service tax of 10% in amount of 1.930,00 settled and charged in AC.
Product tax of 20% - base: 19.300,00
\+ 1.930,00
20.230,00

20% in total: 4.046,00

Settled by

/signature/

/stamp/

For Automobile Club

Filip Nazor, Master (econ.)
/signature/

H A K
CROATIAN AUTOMOBILE CLUB
Auto-Moto Club „SPLIT“ - Split

Date 13 February 1995 Control evidence No. K 25/95

REGISTRY ATTESTMENT

Pursuant to Regulation of special measures for realizing the customs inspection regarding the collection, taking possession and keeping the motorised, other vehicles and sailing boats and its parts, under the customs inspection and way of sale and resources allocation, obtained by the sale (“Official Gazette” No. 62/92), at the public sale held on 11 February 1995, a sailboat has been sold with following data:

Type of boat sea craft Brand and type SAILBOAT plastic (13,20)
Engine number ./. Chassis number ./.
Colour white Kw 40 kg _____ Number of doors ./.
Number of seats + bearings load ./. Year of production _____

REGISTRY APROVED YES

The buyer is SLOBODAN PRALJAK
Resident at ZAGREB, Kraljevec 35

This attestment is issued for vehicle/sailboat/spare parts registry and serves instead of import customs declaration.

FOR HAK ORGANISATION

/stamp/

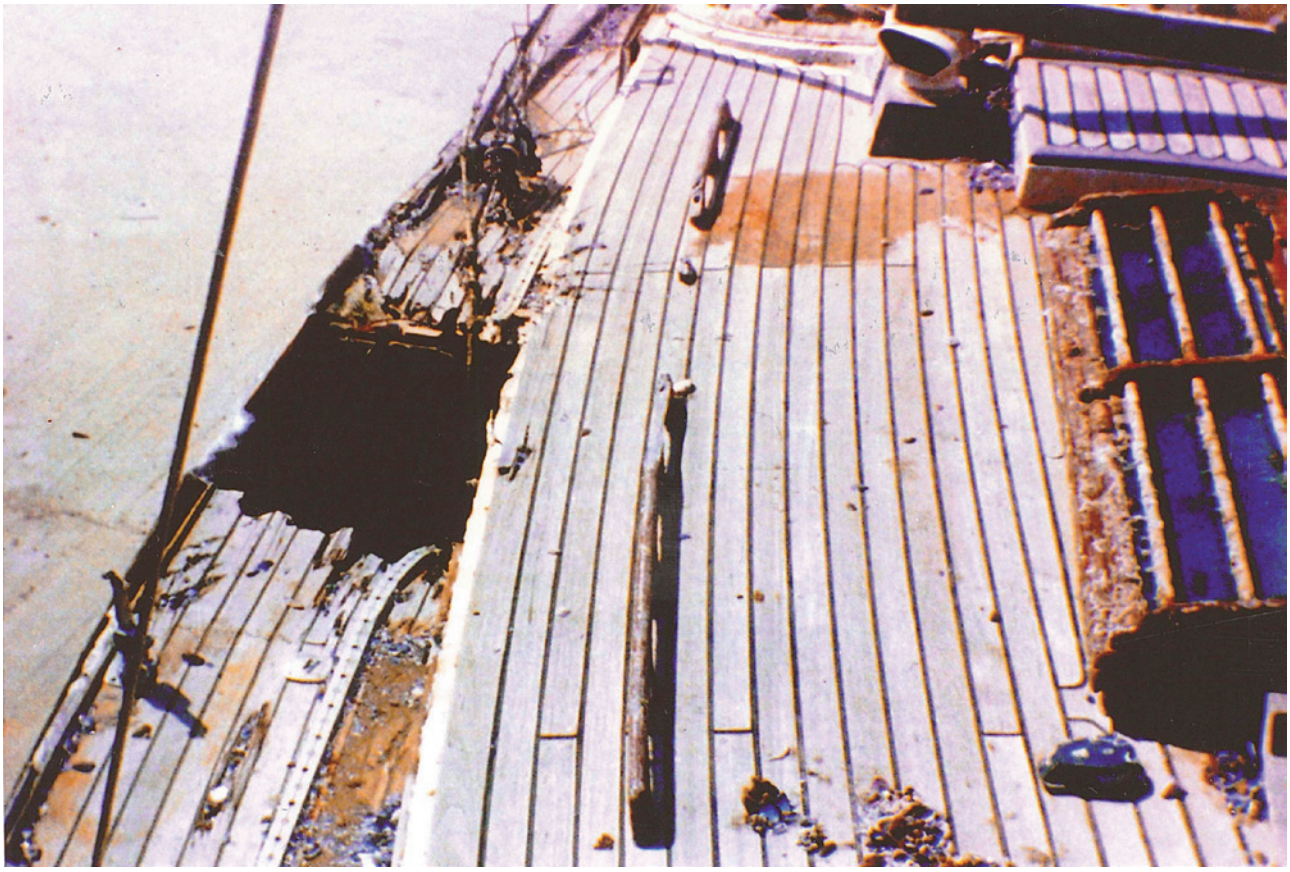
Filip Nazor, Master (econ.)
/signed/

ON THE PHOTOGRAPHS IT IS VISIBLE HOW MUCH THE BOAT WAS DAMAGED.

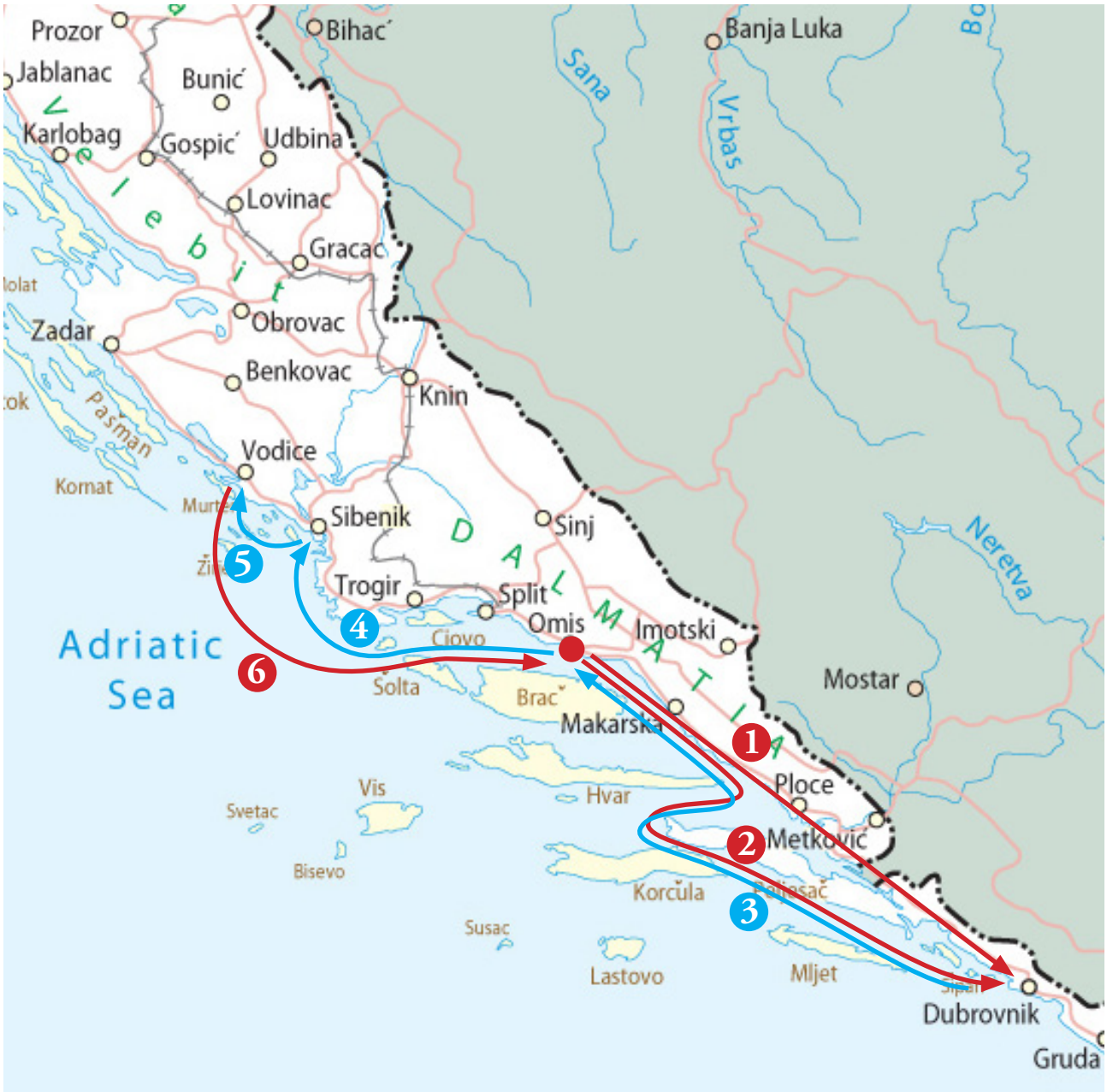
IT IS VISIBLE THAT IT HAD TO BE PATCHED UP WITH PLASTIC ALREADY IN THE "KOMOLAC" MARINA NEAR DUBROVNIK IN ORDER TO BE TOWED TO OMIŠ.

MR. MIMICA DID ALL THAT WORK.


HARI



1. MR. MIMICA GOES TO DUBROVNIK BY CAR AND MENDS THE SAILBOAT WITH TWO OF HIS FRIENDS;
2. MR. MIMICA WITH FRIENDS SAILS TO DUBROVNIK BY "LEUT", LOWERS THE SAILBOAT INTO THE SEA;
3. THE SAILBOAT IS TOWED INTO OMIŠ, PULLED OUT ON THE COAST AND MIMICA CONTINUES WITH REPAIR WORK;
4. MIMICA TOWS THE SAILBOAT TO ŠIBENIK;
5. IN THE SUMMER OF 1997, PRALJAK AND DR. RELJICA WITH TWO OTHER FRIENDS TAKE THE SAILBOAT FROM ŠIBENIK AND TOW IT INTO VODICE;
6. MIMICA TOWS THE SAILBOAT TO OMIŠ AND CONTINUES WITH REPAIR WORK.



MR. MIMICA'S STATEMENT ON AGREEMENT WITH SLOBODAN PRALJAK – 1996

/handwritten document/

AGREEMENT - OMIŠ 1996

Between me, Vanči Mimica and my cousin Slobodan Praljak, we agree, that he leaves his sail-boat "KALA HARI", which he purchased, and that was sunken, with me in Omiš.

I will repair the damaged parts the best I can, thanks to my abilities and expertise.

I am going to make it navigable, and the damaged or completely ruined parts of this sunken sail-boat are going to be replaced.

I'll keep it in marine near my apartment, take care of it through the year, maintain the engine, hull and interior.

Therefore me, my family and my friends are entitled to use it all year long, and Slobodan, his family and friends, for his share, have right to come and leave port, whenever Slobodan is free.

Vanči Mimica
/signed/

STATEMENT OF MR. MIMICA DATED 16 DECEMBER 2012 ON THE REPAIR WORKS HE DID ON THE BOAT "KATARINA KOSAČA"

/handwritten/ Omiš, 16 December 2012

I, Vanče Mimica from Omiš, Nazorova 9 give this statement regarding the sailboat "Katarina Kosača" OŠ-521 which was bought at an auction in Split, and which was sunk for 2 years during the war in Dubrovnik.

I was supposed to repair dozens of holes from bullets and one hole from a grenade, about 1.5 m^2 large on the starboard side in order to be able, together with my friend, to tow it to Omiš with a broken mast and completely destroyed interiors by the sea and the grenade. Having sold my 8 m boat OŠ-201 I used a greater amount of that money for buying panel boards for new interiors, a second-hand engine, electrical works, mattresses for the beds, refrigerator, dyeing of the vessel, repairing of the mast, ropes, anchor, etc.

The boat was towed to Šibenik for some additional works, but as it was going very slow and the work was lousy, it was towed again into the Vodice Marina where the mast was fixed and the old repaired engine installed. Since then I returned to Omiš to complete the equipment, and this is lasting to this very day due to lack of money. The boat is registered and technically inspected. I myself made a minimum of 80% of all works and bought a large part of the equipment. I was buying equipment in Croatia and Italy; a lot of things I couldn't find here so I had to travel several times to Trieste to get them. I had to go even for small items such as chrome screws and other.

Mimica Vanče
/signed/

I, public notary RADOSLAV VUKOVIĆ from Omiš, Četvrt Ž. Dražojevića bb confirm that the client VANČI MIMICA, Personal identification number 25171900515 from Omiš, Vladimira Nazora 9, personally known to me,
confirmed in my presence the signature on the document as his.
The signature on the document is authentic.

Public notary fee for validation pursuant to Tariff No. 11, paragraph 4 of the Notary Public Charges Act in the amount of 10.00 Kuna was charged. The fiscal stamps were affixed and annulled on the copy which remains in the archive.
Public notary reward pursuant to Art. 19 of the Regulation on Temporary Notary Tariff in the amount of 30.00 Kuna was charged. VAT in the amount of 7.5 Kuna was charged.

No.: OV-7493/12
In Omiš, 24 December 2012

PUBLIC NOTARY
RADOSLAV VUKOVIĆ
/signature and seal/

**I SOLD TO MR. MIMICA MY SHARE OF THE BOAT FOR THE AMOUNT WHICH I PAID AT THE AUCTION.
MIMICA WAS REPAIRING THE BOAT, KEEPING IT SAFE, AND I AM IN UNDU /UN DETENTION UNIT/ IN THE HAGUE.**

SLOBODAN PRALJAK from Zagreb, Kraljevec 37, Personal ID No. 0201945330231
and
VANČI MIMICA from Omiš, Vladimira Nazora 9, Personal ID No. 0306940382809
on this day 29 August 2005 conclude the following

CONTRACT ON TRANSFER OF OWNERSHIP RIGHTS

Article 1

The contracting parties determine by agreement that Slobodan Praljak is the owner of the sailboat "Katarina Kosača" (formerly Kala-Hari), white, width 3.9 m, draft 1.8 m, make of engine: Perkins, power in kW: 40.00 which he bought on 11 February 1995 in HAK (Croatian Automobile Club), Split, at a public auction, for the amount of 19,300.00 Kuna.

The above sailboat is registered in the Port Authority Split, local office Omiš, OŠ-521,

Class: Up-I-342-11/97-01/140.

Article 2

Until the day of signing of this Contract Vanči Mimica has repaid to Slobodan Praljak his share invested in the purchase of the sailboat described in Article 1 of this Contract in the amount of 19,300.00 Kuna, a fact which Slobodan Praljak confirms with his signature on this Contract and Slobodan Praljak on his part transfers the right of ownership over the sailboat described in Article 1 of this Contract to Vanči Mimica.

Article 3

Slobodan Praljak gives to Vanči Mimica unconditional right of registering the right of ownership over the above sailboat in his name in public books and documents in which the above sailboat is being registered and entered into records.

Article 4

The contracting parties determine by agreement that Slobodan Praljak, his family and friends can use the sailboat at any time, independently and without any limitations.

Article 5

With this Contract Vanči Mimica acquired the right of ownership over the above sailboat which he is already using and he takes upon himself all obligations regarding costs of its ownership and use.

Article 6

The contracting parties determine by agreement that the sales tax and other fees and expenses such as entry into public records, expense of validation of signatures on this Contract, implementation and the like, related to this legal business shall be paid by Vanči Mimica.

Article 7

The contracting parties will seek to resolve any dispute arising from this Contract amicably, and in case this is not possible the jurisdiction of the locally competent court is determined.

Article 8

This Contract on the transfer of ownership rights enters into force on the day of signing, it is made in 5 (five) identical copies, one for each contracting party, one for the needs of signature validation, and 2 (two) for other uses and archive.

This Contract on the transfer of ownership rights has been read and explained to the parties, upon which they declare that they have understood it, that it corresponds to their intention and will, and as sign of acceptance of the rights and obligations pursuing from the same they sign it with their own hand, and Slobodan Praljak validates his signature.

In Zagreb, on 29 August 2005

Slobodan Praljak
/signed/

Vanči Mimica
/signed/

EMBASSY OF THE REPUBLIC OF CROATIA
THE HAGUE
We hereby confirm that SLOBODAN PRALJAK
KRALJEVEC 35A, ZAGREB
signed this document with his own hand.
The identity of the applicant was determined
from the passport 000875556 issued by the
Zagreb Police Administration.
Consular fee in the amount of_____./._____
has not been charged pursuant to Tariff. No.
88 of the Administrative Fees Act of the
Republic of Croatia.
Class:037-02/07-01/84
Ref. No.: /illegible/
Date: 1 June 2007

Signature of the authorized person
/signature/
/seal/

REPUBLIC OF CROATIA
MINISTRY OF FINANCE - TAX ADMINISTRATION
Area office SPLIT
Local office OMIŠ

Class: UP/I-410-19/2007-04/000633
Ref.No.: 513-07-17/05-2007-2

Personal ID No.: 0306940382809, Serial No. 1
MIMICA VANČE - BRANKO-

Excise duty for used personal vehicles, other motor vehicles, vessels and aircraft has been calculated pursuant to the Act on Excise Duty on Cars, other Motor Vehicles, Vessels and Aircraft ("Official Gazette" 136/02 – consolidated text, 44/03 – correction, 94/04, 127/00, 88/01 and 150/02) and charged pursuant to Article 5, paragraphs 2 and 3, and Article 6, paragraph 8 of the Act.

1. Basis of tax assessment	100,000.00 Kuna
2. Excise duty (5%)	5,000.00 Kuna
3. Default interest	0.00 Kuna
TOTAL (2 + 3)	5,000.00 Kuna

In Omiš, 5 July 2007

By authority:
/seal/ /signature – illegible/

I, public notary RADOSLAV VUKOVIĆ from Omiš, Četvrt Ž. Dražojevića bb confirm that this is a copy of the original document

original document

The document whose copy is being notarized is typed by typewriter. The notarized copy contains 4 (four) pages, and it has been issued in 2 (two) copies. The applicant is VANČI MIMICA, OMIŠ, Vladimira Nazora 9, ID No.100872698, issued by the Police Administration in Omiš

Public notary fee for notarization, pursuant to Tariff No. 11, paragraph 1 of The Notary Public Charges Act in the amount of 15.00 Kuna has been charged.
The fiscal stamps were affixed and annulled on the copy which remains in the archive.
Public notary reward pursuant to Article 17 of the Regulation on Temporary Notary Tariff has been charged in the amount of 180.00 Kuna. VAT in the amount of 39.60 Kuna has been charged.

NO.: OV-4318/07
In Omiš, 5 July 2007

PUBLIC NOTARY
RADOSLAV VUKOVIĆ
/signature and seal/

STATEMENT BY DR. ZLATKO RELJICA REGARDING THE BOAT "KATARINA KOSAČA"

July 1997

Slobodan Praljak asked me to help him tow the boat (sailboat) from the "Ship-repairing yard V. Škorpik" in Šibenik.

My friend Milenko Meić (Meka) from Pirovac and I arrived in the ship-repairing yard in pre-noon hours. The sailboat was moored at the quay of the ship-repairing yard. We decided that Meka should stay on the sailboat, while I arrive in the shortest possible time with another boat with which we would tow it.

Two-three hours later I piloted the boat "Šilo", the property of my friend and colleague orthopaedic surgeon Vijeko Antić from Vodice, up beside the sailboat.

We tied the sailboat sideways to the "Šilo" and we sailed out smoothly toward the ACI Marina in Vodice.

Sailing slowly we arrived in the marina and tied the sailboat on a berth previously arranged by phone.

ACI Marina Vodice had craftsmen who in the following days (weeks) enabled the sailboat for sailing.

It is hard for me to say with certainty which works were done, but what I know for sure is that the mast was put in place, the cables and the sails. Light signalling for night sailing was enabled (the towing was difficult because it was already dark when we sailed out); the rudder system was completed (though we didn't use it during towing, but we used lateral towage).

When the sailboat was completed, Vanči Mimica came to take it, Slobodan Praljak's cousin. At that time I was in Pirovac by accident and I witnessed the sailing out from the marina in Vodice.

Zlatko Reljica Kostić
/signed/

I, public notary Zorka Čavajda, ZAGREB, Radnička cesta 48 confirm that
ZLATKO RELJICA-KOSTIĆ, born on 23 June 1956, ZAGREB, VOLTINO 1
whose identity I confirmed by the identity card No. 101703170, issued by the Zagreb Police Administration, signed the document with his own hand.
The signature on the document is authentic.

Public notary fee for notarization pursuant to Tariff No. 11, paragraph 4 of the Notary Public Charges Act in the amount of 10.00 Kuna was charged and annulled on the copy which remains in the archive.
Public notary reward in the amount of 30.00 Kuna plus 25% VAT were charged.

Reg. No.: OV-22227/2012
In Zagreb, 13 December 2012

FOR THE PUBLIC NOTARY
NOTARIAL TRAINEE
Doroteja Filipović
/signed/

Public notary
Zorka Čavajda
/seal/

THE EXPERT CONCLUDES THAT THE STATE OF THE BOAT IN 2004 IS AS FOLLOWS:

1. **THE LENGTH OF THE BOAT IS 12 METRES**
2. **THE BOAT IS 25-30 YEARS OLD**
3. **THE RUDDER AND STEERING MECHANISM ARE READY FOR OVERHAUL**
4. **TEAKWOOD ON THE DECK SHOULD BE REPAIRED**
5. **EQUIPMENT FOR NAVIGATION IS MINIMAL AND SHOULD BE REPAIRED**
6. **THE WINDLASS IS DYSFUNCTIONAL**
7. **LARGE DECK WINDOW IS WORN OUT AND LEAKS**
8. **THE GENERAL STATE OF THE DECK AND SUPERSTRUCTURE IS NEGLECTED, WITH WORN OUT PARTS – REPAIR AND CHANGE OF DAMAGED PARTS IS NECESSARY**
9. **SAILS ARE IN A TERRIBLE CONDITION**
10. **THE SEACOCKS ARE WORN OUT**
11. **THE ENGINE IS COMPOSED OF PARTS OF THREE ENGINES, THE ELECTRIC PARTS ARE OLD AND WORN OUT**
12. **THE SCREW COUPLING IS IN SUCH A STATE THAT EVEN THE NAME OF THE PRODUCER IS ILLEGIBLE, ETC., ETC.**

QUESTION:
DID THE REGISTRAR READ WHAT THE EXPERT HAS WRITTEN?

QUESTION:
HOW IS IT POSSIBLE THAT AFTER ALL HE ESTIMATES THE VALUE OF THE BOAT AT 300,000 KUNA (39,935.00 EURO)?

Srećko Favro, M. Eng.
Permanently appointed expert witness for maritime traffic
ISO 9000;2000 System of quality management, Lead auditor

www.adriatic-expert.hr

EXPERT'S REPORT

Re: **sy KATARINA KOSAČA**

Examination and assessment of value
Owner: Slobodan Praljak

Split, 8 November 2004

Croatia, 21000 Split, Jobova 28, GSM 098 26 50 67, Fax 021 53 28 13, E-mail: srecko.favro@adriatic-expert.hr

Contents

Upon the request of the owner Slobodan Praljak, and for the needs of the Hague Tribunal, on 6 November 2004 I made an examination and assessment of the value of the sy

KATARINA KOSAČA

The boat was examined at its home berth in Trogir, in the presence of the representative of the owner, Mr. Vanči Mimica.

The vessel has the following basic characteristics:

Name and identification number of the vessel: **OŠ 521 Katarina Kosača**
Flag: **Croatian**
Owner: **Slobodan Praljak**
Producer: **?????**
Year of production: **?????**
Type /use: **sailing yacht**
Sailing permit No.: **UP-I-342-11/97-01/140**
Length: **12.00 m**
Width: **???? m**
Draft: **???? cm**
Displacement: **11.81 t**
Material: **fibreglass**

Engine:

PERKINS
Note: **repaired engine consisting of different parts**
Year of production: **1989**
Power: **40 kW**
Engine No.: **SN 62192**

The examination was made on the vessel laid up after the season, tied to the winter berth in Omiš.

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1. Assessment of the condition of the hull

The procedure of inspection of the vessel was made in water on the home berth in Omiš (photo 1) and the assessment of the condition of the hull was made according to given possibilities.
According to data from the sailing permit neither the age of the vessel, nor the producer / shipyard was visible, so I examined the construction of the hull and the design of the vessel, and on the basis of the shape of the hull and technology of construction I assess the age of the vessel at 25 – 30 years. In the procedure of further examination of the state of the hull I see no traces of major damage, only a neglected an irregularly maintained hull with visibly faded lines of red dye on the sides.
It was not possible to examine the underwater part of the hull which was in the sea, but according to visual inspection I do not see major damage.
By examination of the steering wheel, strength of the shaft and steering mechanism I find a rigid mechanism, partly neglected and ready for overhaul.
On the stern of the vessel I find no major damage, only a neglected and matt fiberglass without luminance, as well as on the rest of the hull.
The overall impression of the condition of the hull is a neglected and irregularly maintained hull, but in sailing condition and without major damage.

2. The deck, cockpit and superstructure

The deck of the sailboat is covered with TEAKWOOD with smaller defects (photo 5), irregularly maintained, with neglected TEAKWOOD needing repair.
Cockpit with navigation instruments is equipped with minimal navigation equipment in working, but neglected condition (photo 2).
On the bow I find the equipment for anchoring and mooring (photo 6) with faulty windlass. A large deck window (photo 12) which is in the middle of the vessel is worn out and leaks, and should be covered with plastic cover.
The overall state of the deck and superstructure is neglected with worn out parts which demand repair and replacement of damaged parts.

The mast (produced in Australia) with sailing equipment (roll mechanism of the front sail) is in proper condition, but partly damaged by long use.
The sails (front and main) are worn out due to long use, and have lost the elasticity and necessary strength, and can be used only for recreational purposes under conditions of smallest wind force.

In the passenger area we find a cabin in the bow (photo 4) and two smaller ones in the stern part of the vessel (photo 9).
The middle part of the vessel has a crew lounge (photo 3) and kitchen with the necessary equipment – stove and built-in refrigerator (photo 8).
The toilet facilities contain a WC of unknown production and a shower (photo 7).
The condition of the seacocks requires detailed repair due to wear-out.
The vessel is equipped with minimal navigation equipment installed in the cockpit and on the navigation table together with electric switchboard (photo 10).
The interior of the vessel is in satisfactory condition with slightly damaged and worn out parts. The equipment and electrical installations are in working condition, but of older make.

Croatia, 21000 Split, Jobova 28, GSM 098 26 50 67, Fax 021 53 28 13, E-mail: srecko.favro@adriatic-expert.hr

3. Assessment of the condition of engine and engine room

By examination of the area around the engine we find a partly greased engine and bilge below the engine (photo 11). The PERKINS engine is composed of parts of three engines: a repaired block and engine head are of PERKINS make, old worn-out electrical parts (starter and alternator) and screw coupling of unknown origin (according to inscription the type and producer are unrecognizable). The equipment of the engine room and engine (exhaust pipe, batteries 12 V, bilge pumps) are in working condition, but neglected and messy, while the seacocks are worn out and should be repaired and partly replaced.
The overall condition of the power-generating complex with the PERKINS engine is such that it satisfies minimal conditions to be declared operational. It is not advisable to trust this engine for long voyages before a detailed service is done and spare parts and lubricants replaced (oil, drive belts, diesel injectors…).

4. Assessment of the value of the vessel

During many years of exploitation the boat was not regularly maintained and investments into it were inadequate to extend its lifespan.
Here I wish to stress specially the neglected condition of the hull (paled by the sun with defective seacocks), TEAKWOOD deck and engine (requires a major and detailed service).
I believe that with a detailed servicing with replacement and repair of worn-out equipment and spare parts in the value range of 20,000 – 30,000 Euro the lifespan of the boat would be extended and it would be usable for the next 10 – 15 years.
Taking into account the prices of vessels of similar characteristics on the nautical market, and on the basis of the condition and documents about the correctness of the boat to sail, in spite of a relatively neglected condition of the vessel and equipment, due to its dimensions and a relatively solid built of the hull I assess the value of the boat at

300,000 Kuna

I note that the inspection was done while the boat was in the sea, and the assessment of the condition of under-water part was made according to possibilities.

Attached is the photographic documentation of the expert opinion.

Expert assessor:

Srećko Favro, M. Eng.
/signed/
/seal: Srećko Favro, permanent expert witness for
maritime traffic, Split, Jobova 28/

Croatia, 21000 Split, Jobova 28, GSM 098 26 50 67, Fax 021 53 28 13, E-mail: srecko.favro@adriatic-expert.hr

Photo 1: sy Katarina Kosača on home berth

Photo 2: cockpit with equipment

Croatia, 21000 Split, Jobova 28, GSM 098 26 50 67, Fax 021 53 28 13, E-mail: srecko.favro@adriatic-expert.hr

Photo 3: passenger area – SALON

Photo 4: passenger cabin at the bow

Photo 5: deck with superstructure

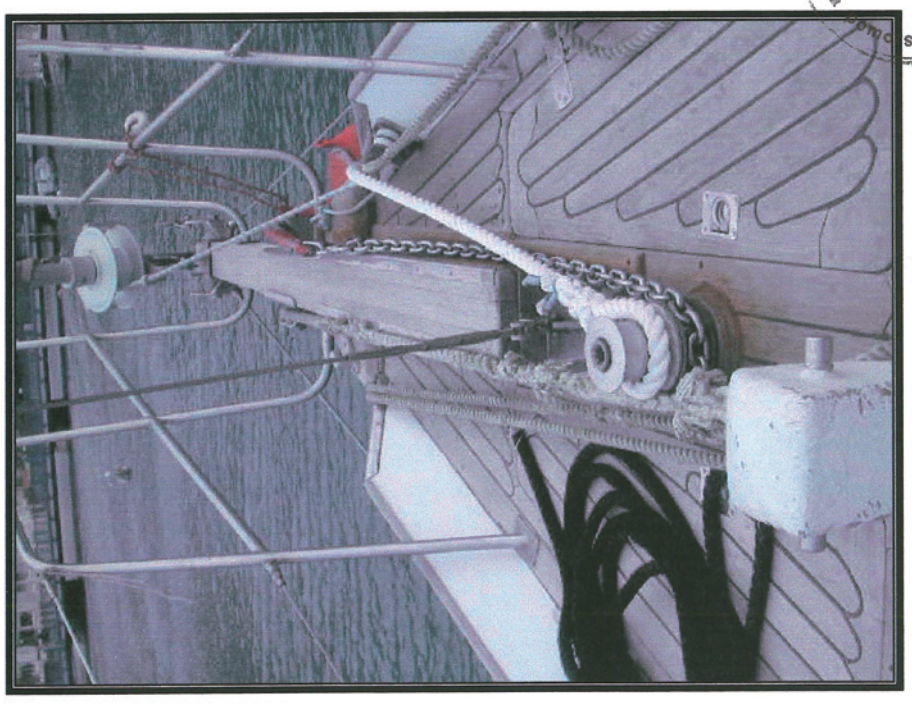

Photo 6: anchoring and berthing equipment

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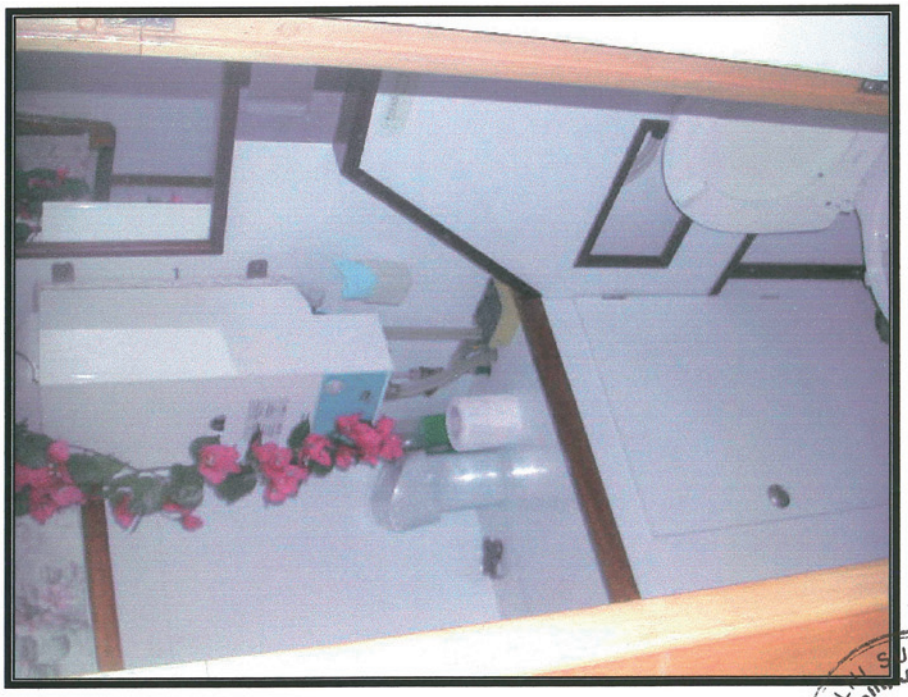

Photo 7: toilet facilities with shower

Photo 8: boat kitchen with equipment

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Photo 9: cabin at the stern

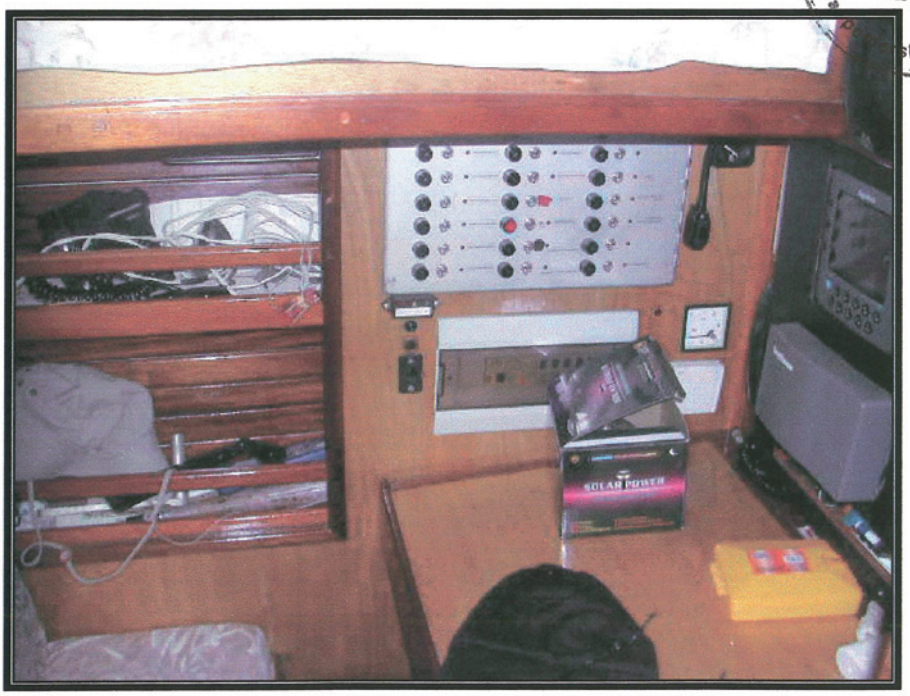

Photo 10: navigation table with equipment

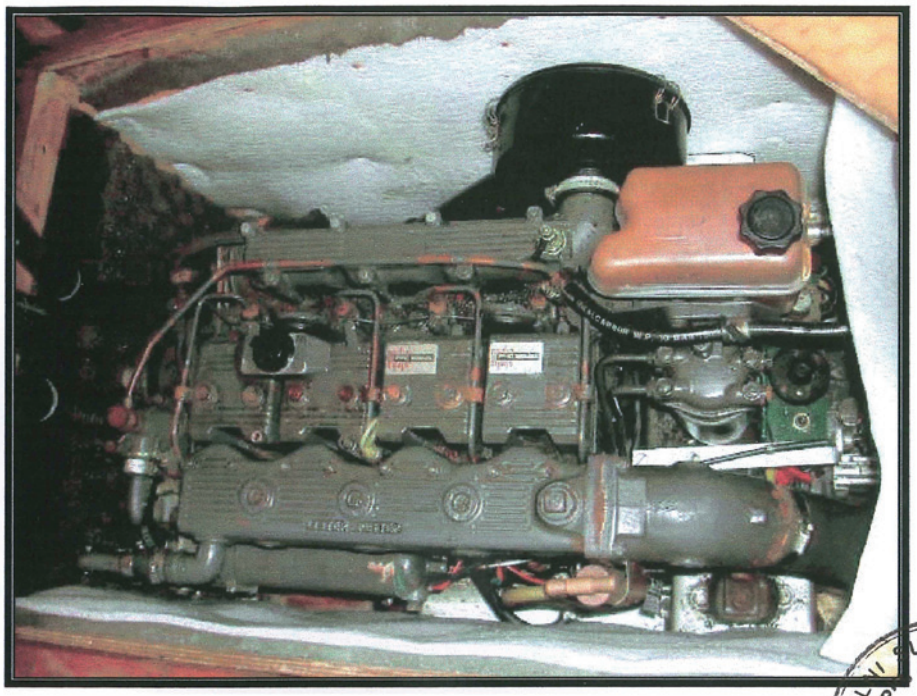

Photo 11: the PERKINS engine

Photo 12: deck window

Croatia, 21000 Split, Jobova 28, GSM 098 26 50 67, Fax 021 53 28 13, E-mail: srecko.favro@adriatic-expert.hr

THE LAND FOR THE BUILDING OF THE HOUSE ON KRALJEVEC 35A (37) WAS BOUGHT BY DR. ZORAN PRALJAK.

ALL BUILDING PERMITS WERE PROCURED BY DR. ZORAN PRALJAK, HE PAID EVERYTHING.

I AM NOT AT LIBERTY TO SPEAK ABOUT THE RELATIONS BETWEEN MY MOTHER AND MY BROTHER BECAUSE MY BROTHER DONATED HIS HOUSE TO OUR MOTHER AND OUR MOTHER DONATED IT TO NIKOLA BABIĆ PRALJAK.

SLOBODAN PRALJAK HAD NOTHING TO DO WITH THIS HOUSE AS OWNER, NOR DOES HE HAVE ANYTHING TO DO WITH IT NOW.

I WAS PART OF THE CHAIN OF DONATIONS IN ORDER TO AVOID PAYING PROPERTY SALES TAX, AND THE WAY OF DONATIONS IS COMPLETELY LEGAL.

KUNOVIĆ ŠTEFICA from Zagreb, Matetićeva 14, hereinafter: seller
and
PRALJAK ZORAN from Makarska, Mate Ujevića 2 (earlier name of the street SKOJ 2), hereinafter: buyer
conclude on this day 17 October 1994 in Zagreb the following

SALES CONTRACT

Article 1

Kunović Štefica (née Lisac), the seller, sells and Praljak Zoran, the buyer, buys land entered in the land registry folio No. 12940, cadastral municipality City of Zagreb, land registry parcel No. 8499/17, covering an area of 502 m^2, according to new cadastral survey registered as cadastral parcel No. 4211, cadastral municipality Šestine, Zagreb, Kraljevec 37.

Article 2

The price has been agreed and paid in the amount of 22,000 Deutsche Mark (twenty two thousand German Marks) in the Kuna counter value according to the middle exchange rate of the National Bank of Croatia on the day of signing of this contract, which the seller confirms by signing the contract.

Article 3

The seller authorizes the buyer to procure on the basis of this contract, without any further questions, the title deed over the land stated in Article 1 of this contract in his name.

Article 4

The seller guarantees to the buyer that the property is her exclusive ownership and that it is not encumbered by any registered or unregistered encumbrances.

Article 5

The buyer is in the possession of the property.

Article 6

The contracting parties agree that the property sales tax and other expenses proceeding from this sale shall be borne by the buyer.

Article 7

The parties waive the right to contest this contract due to excessive damage over half of the usual value.

Article 8

This contract is made in 7 equally valid copies, of which 1 belongs to the seller, and the rest to the buyer.

The parties have read this contract, and they accept the rights and obligations proceeding from it and in sign of agreement sign it with their own hand.

Buyer
ZORAN PRALJAK
/signed/

Seller
ŠTEFICA KUNOVIĆ
/signed/

REPUBLIC OF CROATIA
MINISTRY OF FINANCE - TAX ADMINISTRATION
Branch office Zagreb
LOCAL OFFICE CENTAR

Class: UP/I-410-20/94-01/535
Ref.No.: 513-07-01-01/94-01
The real estate transfer tax was calculated pursuant to Article 10 of the Real Estate Transfer Tax Act ("Official Gazette" 53/90, 61/91) in the amount of 5,020.00 Kuna, in writing: five thousand and twenty Kuna, on the established taxable base of 100,400.00 Kuna. Real estate transfer tax was paid on 26 October 1994.
In Zagreb, 27 October 1994

/seal/ By authority:
/signature illegible/

REPUBLIC OF CROATIA
The City of Zagreb
CITY SECRETARIAT FOR CONSTRUCTION, UTILITY AND
RESIDENTIAL AFFAIRS, TRAFFIC AND COMMUNICATIONS

CLASS: UP/I-361-03/94-01/295
Ref. No.: 251-05-04-94-2
Zagreb, 24 October 1994

The City Secretariat for Construction, Utility and Residential Affairs, Traffic and Communications, pursuant to Article 2, paragraph 1 of the Act on Temporary Activities of Administrative and Judicial Bodies (Official Gazette 60/93) and Articles 30 and 39 of the Construction Act (Official Gazette 77/92, 82/92 and 26/93), deciding on the request of the investor Zoran Praljak from Makarska, Skojevaca 2, issues the

INITIAL PERMIT

for the construction of low-rise residential building in Zagreb, in the street Kraljevec 37, on cadastral plot No. 4211, cadastral municipality Šestine.

I. The following parts of the building are determined for which the investors will be issued the building permits:
1. For the construction of underpinning wall, i.e. foundation walls, basement and ground floor, in total up to the level 0.00.
2. For the construction of two floors and attic with roofing from the level 0.00 up to the roof ridge on + 11.26 all according to the concept design TD, No. PA-8652, produced by the company "Žerjavić" of March 1994 which constitutes part of this initial permit.

II. On the basis of this initial permit the investor may begin with preparatory works, but cannot begin with construction works.

E X P L A N A T I O N

Investor Zoran Praljak from Makarska, Skojevaca 2 submitted on 26 July 1994 the request for the issuing of the initial permit for the construction of low-rise residential building in Zagreb in street Kraljevec 37 on the cadastral plot 4211, cadastral municipality Šestine, the building from point I. of this permit.
The following documentation accompanies the request:

1. Certificate on physical planning conditions, Class: 350-05/91-01/1376, Ref.No.251-01-03-91-10 of 30 December 1991 and Certificate of Change and Addition, Class: 350-05/94-01/803, Ref. No. 251-05-04-94-3 of 13 April 1993 and physical planning conditions No. 463/91 and 167/94, all issued by this Secretariat.
2. Special conditions determined in the process of determining the physical planning conditions:
   - Opinion No. 250-3946/1-91 of 2 September 1994 issued by the City Office for Developmental Planning and Environmental Protection.
   - Opinion Class 361-03/94-01/1681 of 17 September 1991, issued by the Department for Traffic and Communications of this Secretariat.
   - Water-resource conditions of the Public Water-Resource Company for the Water-Collection Area of the City of Zagreb No. 09-4/660-91 of 14 October 1991.
   - Sanitary-technical and hygienic conditions Class: 540-02/91-01/916 of 28 August 1994, issued by the City Secretariat for Health and Social Welfare – Sanitary Inspection.

3. Consents to concept documentation:
   - Initial permit Class: UP/I-360-01/94-01/119 of 10 March 1994, issued by the City Office for the Protection and Renovation of Monuments and Nature.
   - Certificate of the Ministry of the Interior, Zagreb Police Administration, that the technical concept design foresees measures for fire protection No. 511-19-37-UP/I-3276/2-1994 of 20 May 1994.
   - Electric power consent No. 4/01-7488/94-1151 of 17 March 1994, issued by the Croatian Electric-Power Company "Elektra-Zagreb".
4. Proof of ownership
   - Sales contract with the clause on paid tax
   - Final decision on the divestiture from the possession of the part of unbuilt building land
5. Statements of neighbours in the process of issuing the initial permit, according to the records of title deeds
6. Statement on the construction value of the building in the amount of 394,625.00 Deutsche Marks.

After the examination of the concept design and other documentation enclosed with the request, it was determined that the investors fulfilled the conditions pursuant to Article 39 of the Construction Act (Official Gazette 77/92, 82/92 and 26/93) and it was decided as stated above.

LEGAL REMEDY

The client may appeal against this building permit to the Ministry of Construction and Environmental Protection, Zagreb, Avenija Vukovar 78 within 15 days of receipt. The appeal is submitted in person or sent by mail to this Secretariat, and can also be stated against the proceedings stamped with 4.00 Kuna fiscal stamps pursuant to Tariff No. 3 of the Administrative Fees Tariffs (Official Gazette 60/93).

The administrative fee for this initial permit, pursuant to Tariff No. 60 of the Administrative Fees Tariffs in the amount of 10% of the fee that would be paid for the building permit, amounting to 36.4 Kuna was paid into the account No. 30101-840-133-3002 in cash.

BY AUTHORITY OF THE SECRETARY
SECTION HEAD
Vladimir Berković, architect
/seal and signature/

To be sent to:
1. Zoran Praljak, Makarska, Skojevaca 2 (2 projects enclosed)
2. Stanka Kožul Kunović, Gornji Kraljevec 19, Zagreb
3. Branko Kunović, Kraljevec 13, Zagreb
4. Ankica Kunović, Kraljevec 37, Zagreb
5. Tomislav Kunović, Kraljevec 37a, Zagreb
6. Vesna Klikić, Kraljevec 37a, Zagreb
7. Čauš Franjo, Kraljevec 37, Zagreb
8. Junger Marijan, Kraljevački odvojak 20, Zagreb
   Kraljevečki ogranak 20, Zagreb
9. Junger Vladimir, Kraljevački odvojak 20, Zagreb
   Kraljevečki ogranak 20, Zagreb
10. Vuksan Nevenka, Karlovačka 6, Sesvete
11. Construction and Town-Planning Inspection, here
12. Area Documentation, here
13. Registry, here
14. Archive, here

/coat-of-arms/
REPUBLIC OF CROATIA
CITY OFFICE FOR PHYSICAL PLANNING, CONSTRUCTION,
RESIDENTIAL AND PUBLIC UTILITY AFFAIRS AND TRAFFIC
Department for public utility affairs
Water management and City regulation

Zagreb, Trg S. Radića 1

Class: UP/I-363-03/1999-81/685
Ref. No. 251-05-50/01-1999-1
Zagreb, 7 September 1999

City Office for Physical Planning, Construction, Residential and Public Utility Affairs and Traffic, in the matter of determining the amount of public utility service payment, pursuant to Article 24 of the Act on the Utilities Sector (Official Gazette 36/95 and 70/97) and discharging its official duty passes the following

D E C I S I O N

1. **ZORAN PRALJAK** from Makarska, Ante Starčevića bb, the owner of the building plot designated as cadastral parcel No. 4211, cadastral municipality Šestine, i.e. land registry plot No. 8499/17, cadastral municipality of the City of Zagreb, is obliged, in the name of public utility contribution, to pay the amount of **291,415.20 Kuna** to the account of the Budget of the City of Zagreb 30101-630-21, reference number 28; 5720-060-0068580999 in 6 trimestral rates.

The first rate in the amount of 48,569.20 Kuna is payable within 15 days since the finality of the decision, and every subsequent rate 3 months after the maturity date of the previous one.

The amount of the second and all other rates are increased for the interest rate equal to the bank rate of the National Bank of Croatia. Penalty interest will be charged for any overdue payments.

2. The deadline for the construction of public utility facilities from the Programme of measures for the improvement of the public space (Official publication of the City of Zagreb No. 3/98) is two years.

3. If Zoran Praljak builds the object before the deadline for the payment of instalments, the remaining part must be paid as a lump sum at the moment of filing of the request for the issuing of the occupancy permit, and the obligor is due to make this payment within 8 days counting the day of filing of the request for the issuing of the occupancy permit.

4. If the objects or facilities shall not be built within the deadline from point 2 of this Decision, the appropriate part of paid contribution relating to these objects or facilities shall be returned to Zoran Praljak.

E X P L A N A T I O N

ZORAN PRALJAK from Makarska, Ante Starčevića bb is the owner of the building plot from point 1 of this Decision. On this plot, pursuant to the conditions of spatial development Class UP/I-350-05/91-01/98, Ref. No. 251-01-03-91-2 of 30 December 1991 and initial permit for construction in phases, Class UP/I-361-03/94-01/295, Ref. No. 251-05-04-94-2 of 24 October 1994, i.e. the main project No. T.D. 216/94 from the request for the building permit Class UP/I-361-03-99-01/428, Ref. No. 251-05-42-99-2 of 23 June 1999 the residential building – phase II can be completed, having a gross developed area of **549.84 m²**.

Pursuant to Article 2 of the Decision on the level of public utility contribution – finalized text (Official publication of the City of Zagreb, No. 7/99) the building plot is situated on the first area for which the public utility contribution per m^2 of gross developed area amounts to 530.00 Kuna. By multiplying 530.00 Kuna with 549.84 m^2 of gross developed area, we get the amount of 291,415.20 Kuna of public utility contribution which the owner is obliged to pay.

Payment by instalments of the above amount is allowed pursuant to Article 5, paragraph 2 of the Decision on the level of public utility contribution – finalized text. For every subsequent rate a notice will be given, related to point 1 of the Decision.

Pursuant to Article 9, paragraph 1 of the Decision on public utility contribution – finalized text (Official publication of the City of Zagreb 7/99), the owner of the building plot pays the public utility contribution for objects and facilities of utility infrastructure which will be built in accordance with the Programme of measures for the period to which the Programme of measures is passed.

Pursuant to Article 5, paragraph 4 of the Decision on the level of public utility contribution - finalized text, if the obligor of public utility contribution builds the object before the expiry of the deadline for payment by instalments, the unpaid amount must be paid at the moment of submission of the request for the occupancy permit, and the obligor is obliged to pay it within 8 days since the day of filing the request for the issuing of the occupancy permit.

Pursuant to Article 13 of the Decision on public utility contribution – finalized text, if the object or facility of public utility infrastructure is not built within the deadline stated in the Decision on the determination of the amount of the public utility contribution, the contribution relating to this object or facility shall be returned to the obligor.

Pursuant to all of the above and applying of Article 24 of the Act on Utility Services the decision had to be reached as stated above.

LEGAL REMEDY:
This Decision can be appealed at the Ministry of Physical Planning, Construction and Residence in Zagreb, Republike Austrije Street 20, within 15 days since its receipt. The appeal may be filed with this Office directly or by mail, and can also be stated against the proceedings in this Office, Zagreb, Trg S. Radića 1. The appeal is free of payment of fees (Article 7, point 22 of the Administrative Fees Act, Official Gazette 8/96).

H E A D
Mira Nišević, civ.eng.
/signature and seal/

To be sent to:
1. Zoran Praljak, Makarska, Ante Starčevića bb
2. Records, here
3. Archive, here

Inform on the above:
1. City Office for the Development of the City (2x)
   Zagreb, Ulica grada Vukovara 58b
2. City Office for the Development of the City
   Zagreb, Trg S. Radića 1 (room 427)
3. Department for physical planning, environmental protection and construction

/coat-of-arms/
REPUBLIC OF CROATIA
THE CITY OF ZAGREB
CITY OFFICE FOR CITY DEVELOPMENT
Department for financial and accounting affairs
Section for collection of payments
Zagreb, Trg S. Radića 1
CLASS: 402-01/01-01/113
Ref. No. 251-12-08/2-01-114
Zagreb, 8 October 2001

PRALJAK ZORAN
Ante Starčevića bb
21300 Makarska

Re: Warning of pending charges

In accordance with our records, referring to the issued decision on public utility contribution, Class: UP/I-363-03/99-81/685, Ref. No. 251-05-50/01-99-1 of 7 September 1999, we hereby inform you that until 30 September 2001 you didn't settle the outstanding liabilities referring to the issued decision on public utility contribution for the construction of a building on the location Kraljevec 37, in the amount of 23,738.21 Kuna.

Please pay the outstanding debt to the account No. **30101-630-21 Budget of the City of Zagreb,** noting the building and reference number **28 5720-060**-006858-0999 within 8 days. In case of the contrary, we will file charges against you without further notice.

Respectfully yours,

HEAD
Milan Janković, Master (econ.)
/signed/

DEPUTY DIRECTOR
Božidar Merlin, civ. Eng.
/signed/

ON 25 SEPTEMBER 1999, IN ACCORDANCE WITH MY MOTHER'S LAST WILL, I INHERITED THE STATED PROPERTY. IF THERE IS NO LAST WILL, AS THE REGISTRAR CLAIMS WITH BRAZEN ARROGANCE, WHY DIDN'T MY SISTER AND MY BROTHER DEMAND THEIR LAWFUL PART?

THE STATED PROPERTY SHOULD IN THE END FALL TO NIKOLA BABIĆ PRALJAK. THIS IS HOW OUR MOTHER DETERMINED IT.

/coat-of-arms/

XII-O-2246/99

REPUBLIC OF CROATIA

The Municipal Court in Zagreb, with the judge of this court Ivana Starčević Pađen as the single judge in the inheritance case after the late FILA PRALJAK, upon the completed probate proceedings reached the following

DECISION ON INHERITANCE

After the late **FILA PRALJAK, née JURIČIĆ,** retiree from Zagreb, Kraljevec No. 35, born on 23 May 1920 and died on 27 August 1998, citizen of the Republic of Croatia.

I. It is determined that her probate assets comprise:

REAL ESTATE according to the Deed of donation concluded between Zoran Praljak as donor and testator as the receiver dated 27 September 1995, which related to property entered in the land registry folio 12940, cadastral municipality of the City of Zagreb, land parcel No. 8499/17, according to the new cadastral survey designated as cadastral plot No. 4211, cadastral municipality Šestine, in reality the land of an area of 502 m^2 house /residential building/ Kraljevec 37, built on the stated land registry parcel No. 8499/17, land registry folio No. 12940, cadastral municipality of the City of Zagreb/cadastral plot No. 4211 cadastral municipality Šestine.

According to land registry folio No. 23310, cadastral municipality of the City of Zagreb, which in reality represents property in its entirety on a separate part of the house on Kraljevec 35, built on the parcel No. 8499/5 as AII, specifically:

a) Two-room apartment in the basement of a total area of 50.65 m^2, in the plan marked red.
b) Four-room apartment in the high ground floor of a total area of 97.60 m^2, in the plan marked yellow.
c) Four-room apartment in the attic of a total area of 95.78 m^2 in the plan marked blue, including the co-ownership part of the land as well as joint parts and facilities of the building connected by ownership rights with a separate part of the property in the indivisible part with other co-owners of the concerned property. Ownership in full of one-and-a-half room apartment of 37.15 m^2 of useful area, entrance No. 3, first floor, apartment No. 12, situated on the parcel No. 1451 in Gotalovečka No 3, cadastral municipality of Trešnjevka, pursuant to Contract No. 4373/96 about mutual rights and obligations concluded on 16 October 1996 between the residential co-op "Stanograd" and the testator, including the co-ownership part of the land as well as joint parts and facilities of the building connected by ownership rights with a separate part of the property in the indivisible part with other co-owners of the concerned property.

MOVABLE PROPERTY – claims against the Croatian Pension Fund for unpaid retirement allowance and the difference in retirement allowance in an indeterminate sum on the name of the testator.

II. Proclaimed as her inheritor pursuant to the Law and concession is:
1. SLOBODAN PRALJAK, the son of MIRKO, from Zagreb, professor from Zagreb, Ilica No. 109, the son of the testator, in the entirety of the co-ownership part of the testator.

III. After the legal validity of this Decision, the Land Registry Department of this court will execute the entry of the inheritor's rights on the probate properties.

IV. After the legal validity of this Decision the Croatian Pension Fund, Tvrtkova 5 will execute the payment of claims in favour of the inheritor in full.

EXPLANATION

This court has conducted the probate proceedings after the late FILA PRALJAK, died without testament, and as their legal inheritors of the first degree of consanguinity were determined her children Slobodan Praljak, Zoran Praljak and Tanja Kesić.
Zoran Praljak and Tanja Kesić have accepted the inheritance pursuant to the Law, and their inherited part immediately ceded to their brother and son of the testator Slobodan Praljak who accepted the inheritance pursuant to the Law and cession on the part of the co-inheritors.
The property has been determined as above in point I of this Decision.

MUNICIPAL COURT IN ZAGREB
28 April 1999

JUDGE
Ivana Starčević Pađen, signed

LEGAL REMEDY
A discontented party has the right of appeal against this Decision within 15 days upon its receipt. The appeal is filed in writing in three copies by means of this court, and the competent court is the County Court in Zagreb.

To be sent to:
1. Lawyer NINOSLAV GAŠEVIĆ, Zaprešić, Trg mladosti 6, 3 copies for all the inheritors upon legal validity
2. Land Registry Department of this court
3. Department of Cadastre of the City of Zagreb
4. Tax Authorities Zagreb
5. Croatian Pension Fund, via inheritor

For the accuracy of the document D. Krbavac /signature illegible/

/stamp/
REPUBLIC OF CROATIA
MUNICIPAL COURT IN ZAGREB
The Decision is legally valid and enforceable
On the day 25 May 1999
In Zagreb, 1 July 1999 /seal/

SEQUENCE OF DONATION

1. SLOBODAN PRALJAK Personal ID No. 0201945330231
Zagreb, Kraljevec 35 as donor,

2. KAĆUŠA PRALJAK, Personal ID No. 1303947335096
Zagreb, Kraljevec 35 as receiver

conclude on this day 6 February 2002 the following

D E E D O F D O N A T I O N

Article 1

SLOBODAN PRALJAK donates to his wife KAĆUŠA PRALJAK the ownership of his property, specifically:

property entered in land registry folio 23310, cadastral municipality of the City of Zagreb, in reality ownership in full over a separate part of the house on Kraljevec 35, built on land registry parcel 8499/5 as A II, including:
a) a two-room apartment in the basement with a total area of 50.65 $m^{2,}$ in the plan marked red,
b) a four-room apartment in high first floor of a total area of 97.60 m^2, in the plan marked yellow,
c) a four-room apartment in the attic of a total area of 95.78 m^2, in the plan marked blue,

Including a co-ownership part of the land and joint parts and facilities of the building connected with proprietary rights with the ownership of the indivisible part of the property, pursuant to provisions of Article 68 and Article 370 of the Ownership and Other Proprietary Rights Act.
The property entered into the land registry folio 12940, cadastral municipality of the City of Zagreb, land registry parcel 8499/17, in reality the house No. 35A and yard in Kraljevec with a total area of 502 m^2.

Article 2

The donor SLOBODAN PRALJAK donates the property from Art. 1 of this Contract without any remuneration, and the receiver KAĆUŠA PRALJAK accepts and takes over the donation with gratitude which is confirmed by their original signatures.

Article 3

SLOBODAN PRALJAK as donor allows to his wife KAĆUŠA PRALJAK as receiver to procure the entry of the title deed in her name in the land books and other public records, on the basis of this Contract without any further questions.

Article 4

The donor enters into possession of the donated property immediately upon the signing and validation of this Contract.

Article 5

The contracting parties are in agreement that the value of donated property from point 2 at the moment of conclusion of this Contract amounts to

500,000.00 Euro
(in writing: five hundred thousand Euro)

in Kuna counter value according to the middle exchange rate of the Croatian National Bank on the day of payment.

/signatures of: Slobodan Praljak K. Praljak LAWYER BABURAK/
/illegible/

Article 6

The Contract is made in six identical copies - two for the needs of validation, two for the donor, and two for the receiver.

Article 7

The contracting parties accept the rights and obligations proceeding from this Contract and in sign of acceptance sign it with their own hand.

In Zagreb, 6 February 2002

DONOR

Slobodan Praljak
/signed/

RECEIVER

Kaćuša Praljak
/signed/

WITNESS
LAWYER
ZDRAVKO BABURAK
Zagreb, Strojarska 2
/signature illegible/

I, public notary, NIKOLA TADIĆ, Zagreb, Prilaz Gj. Deželića 23, confirm that Slobodan Praljak, general, Zagreb, Kraljevec 37 placed his signature with his own hand on this document in my presence.
I determined the identity of the applicant on the basis of personal ID card No. 15297401, issued by the Ministry of the Interior, Zagreb.
The signature on the document is genuine.
Public notary fee for validation, according to Tariff No. 11 of the Notary Public Charges Act in the amount of 12.00 Kuna has been charged and annulled on the copy of the document which remains in the archive.
Public notary reward in the amount of 50.00 Kuna + 22% VAT has been charged.

No. OV-1654/04
In Zagreb, 29 March 2004

PUBLIC NOTARY
/seal and signature ‡ illegible/

REPUBLIC OF CROATIA
MINISTRY OF FINANCE - TAX ADMINISTRATION
Branch office Zagreb
Local office Zagreb 06

Class: /illegible/ 2004-1/8121
Ref.No.: /illegible/ 2004-1
Pursuant to Article 13, point……..2
on property sales tax (“Official Gazette” No. 69/97, 25/00, 153/02) the legal matter from the Contract does not require the payment of property sales tax.
In Zagreb, 10 May 2004

/seal/

1. **KAĆUŠA PRALJAK** (Personal ID No. 1303947335096) Zagreb, Kraljevec 35, as Donator
and
2. **NIKOLA BABIĆ-PRALJAK** (Personal ID No. 2401969330018), Zagreb, Ante Topića Mimare 11, as Receiver
conclude on this day 1 April 2004 the following

DEED OF DONATION

Article 1

KAĆUŠA PRALJAK donates to her son NIKOLA BABIĆ-PRALJAK the ownership over her property, specifically:

- property entered in land registry folio 23310, cadastral municipality of the City of Zagreb, in reality ownership in full over a separate part of the house on Kraljevec 35, built on land registry parcel 8499/5 as A II, including:
a) a two-room apartment in the basement with a total area of 50.65 m², in the plan marked red,
b) a four-room apartment in high first floor of a total area of 97.60 m², in the plan marked yellow,
c) a four-room apartment in the attic of a total area of 95.78 m², in the plan marked blue,

including a co-ownership part of the land and joint parts and facilities of the building connected with proprietary rights with the ownership of the indivisible part of the property, pursuant to provisions of Article 68 and Article 370, paragraph 4 of the Ownership and Other Proprietary Rights Act.

- property entered in the land registry folio 12940, cadastral municipality of the City of Zagreb, land registry parcel 8499/17, in reality the house No. 35A and yard in Kraljevec with a total area of 502 m².

Article 2

The donor KAĆUŠA PRALJAK donates the property from Article 1 of this Contract without any remuneration, and the receiver NIKOLA BABIĆ PRALJAK receives and takes over the donation with gratitude, all of which is confirmed by their original signatures.

Article 3

KAĆUŠA PRALJAK as donor allows her son NIKOLA BABIĆ PRALJAK as receiver to procure the entry of the title deed in his name in the land books and other public records, on the basis of this Contract without any further questions.

Article 4

The receiver enters into possession of the donated property immediately upon the signing and validation of this Contract.

Article 5

The contracting parties are in agreement that the value of donated property from point 2 at the moment of conclusion of this Contract amounts to

500,000.00 Euro
(in writing: five hundred thousand Euro)
in Kuna counter value according to the middle exchange rate of the Croatian National Bank on the day of payment.

Article 6

The Contract is made in six identical copies - two for the needs of validation, two for the donor, and two for the receiver.

Article 7

The contracting parties accept the rights and obligations proceeding from this Contract and in sign of acceptance sign it with their own hand.

In Zagreb, 1 April 2004

DONOR

Kaćuša Praljak
/signed/

RECEIVER

Nikola Babić-Praljak
/signed/

I, public notary, NIKOLA TADIĆ, Zagreb, Prilaz Gj. Deželića 23, confirm that
Kaćuša Praljak, retiree, Zagreb, Kraljevec 35
placed her signature with her own hand on this document in my presence.
I determined the identity of the applicant on the basis of personal ID card No.
15241964, issued by the Ministry of the Interior, Zagreb.
The signature on the document is genuine.
Public notary fee for validation, according to Tariff No. 11 of the Notary Public
Charges Act in the amount of 12 Kuna has been charged and annulled on the
copy of the document which remains in the archive.
Public notary reward in the amount of 50 Kuna + 22% VAT has been charged.

No. OV-2156/04 PUBLIC NOTARY
In Zagreb, 23 April 2004 /seal and signature - illegible/

REPUBLIC OF CROATIA
MINISTRY OF FINANCE - TAX ADMINISTRATION
Branch office Zagreb
Local office Zagreb 06 - for real estate
Class: /illegible/ 2004-1/8122
Ref.No.: /illegible/ 2004-2
/stamp – illegible/
In Zagreb, 10 May 2004

By the authority:
/seal and signature - illegible/

THE OWNER OF THE PROPERTY ON KRALJEVEC 35 AND 35A (37) IS NIKOLA BABIĆ-PRALJAK

/coat-of-arms/
REPUBLIC OF CROATIA
D E C I S I O N

Z-17998/04

The Municipal Court in Zagreb with the officiating judge Arma Vagner Popović as a single judge in the land registry matter of the applicant Nikola Babić-Praljak from Zagreb, Ilica 109 and the opposing parties Slobodan Praljak and Kaćuša Praljak from Zagreb, Kraljevec 35, for the purpose of registration of ownership rights

d e c i d e d

Pursuant to Deed of donation of 6 February 2002, Deed of donation of 1 April 2004 and certificate of residence issued by the Ministry of the Interior, Zagreb Police Administration of 14 July 2004, No. 511-19-22/1-52550/04 it is allowed
In land registry folio 23310, cadastral municipality of the City of Zagreb
entry of the title deed over the property of land registry owner Praljak Slobodan, the son of Mirko from Zagreb, Ilica 109, which consists of

- Two-room apartment in the basement having an area of 50.65 $m^{2,}$ in the plan marked red,
- Four-room apartment in high first floor having an area of 97.60 m^2, in the plan marked yellow and
- Four-room apartment in the attic having an area of 95.78 m^2, in the plan marked blue, as separate parts of the "House on Kraljevec No. 35" as land registry body AII (two), built on cadastral parcel No. 8499/5 "Yard" having 467 m^2, as land registry body A I (one), via unregistered owner Kaćuša Praljak from Zagreb, Kraljevec 35, in favour of:

NIKOLA BABIĆ-PRALJAK from Zagreb, A.T. Mimare 11 – in full

In land registry folio 12940, cadastral municipality of the City of Zagreb
Entry of the title deed over property of land registry owner Praljak Slobodan from Zagreb, Ilica 109, consisting of cadastral parcel No. 8499/17 "house No 35A and yard on Kraljevec" having 502 m^2, as land registry body AI (one), via unregistered owner Kaćuša Praljak from Zagreb, Kraljevec 35, in favour of
NIKOLA BABIĆ-PRALJAK from Zagreb, A.T. Mimare 11 – in full.

The quoted documents shall be deposited in the court registry of documents, and the proposal remains in the file.
Court fee according to Tariff No. 15 and 16 of the Court Fees Act has been charged.

MUNICIPAL COURT IN ZAGREB
In Zagreb, 21 July 2004

J u d g e:
Arma Vagner Popović

Legal remedy:
This decision can be appealed at the County Court in Zagreb, within 15 days since the receipt of this decision. The appeal is filed by means of this court in writing, in three copies, along with the proof of paid court fee for appeals in the amount of 250 Kuna.

To be delivered to:
1. Nikola Babić-Praljak, Zagreb, Ilica 109
2. Kaćuša Praljak, Zagreb, Kraljevec 35
3. Slobodan Praljak, Zagreb, Kraljevec 37
4. Ministry of Finance, Tax Administration, Tax office Novi Zagreb, Avenue Dubrovnik 32
5. City department for cadastre, Zagreb, Grada Vukovara St. 58a

For the accuracy of the written copy – head of Land Registry Department
Renata Čiček
/seal and signature – illegible/

1. **ON 7 FEBRUARY 2003 I BORROWED THE MONEY FROM „DOCK AND WAREHOUSES“ LTD. – 327.474,60 HRK**
2. **ON 1 JANUARY 2005 THAT CONTRACT HAS BEEN REVISED AND THE PERIOD OF RETURN OF DEBT AND INTEREST WAS AGREED**
3. **9 JANUARY 2006 IT WAS STATED BY THE CONTRACT THAT SLOBODAN PRALJAK DIDN'T RETURN THE BORROWED MONEY WITH INTERESTS AND THAT HE, AS A BORROWER, PLEDGES TWO REAL ESTATES, WHICH HE OWNS, AS A PAYMENT INSURANCE:**
   a) **COUNTRY HOUSE IN PISAK**
   b) **HOUSE IN ČAPLJINA – SURFACE AREA OF 35m2**

PRISTANIŠTE I SKLADIŠTA /Dock and Warehouses/ **ltd.,** Rimska 29, Sisak, represented by the director Đuro Bojović (hereinafter: lender-pledgee)
and
SLOBODAN PRALJAK, Kraljevec 37, Zagreb (hereinafter: borrower-pledgor)

concluded on 9 January 2006 the following

C O N T R A C T

Article 1

The contracting parties determine by consent that PRISTANIŠTE I SKLADIŠTA ltd., Rimska 29, Sisak, represented by the director Đuro Bojović and Slobodan Praljak, Kraljevec 37, Zagreb, on 7 February 2003 concluded a Contract that was revised by a Contract of 1 January 2005, whereby Slobodan Praljak borrowed from PRISTANIŠTE I SKLADIŠTA ltd., Sisak, represented by the director Đuro Bojović, the amount of 327,474.60 Kuna on a 6-month term with an annual interest rate of 4%.

Article 2

The contracting parties determine by consent that the lender called upon the borrower on 26 July 2005 to an unforced fulfilment, i.e. to return the borrowed amount of 327,474.60 plus the accrued interest, according to the enclosed calculation of interest.

Article 3

The contracting parties determine by consent that the borrower Slobodan Praljak did not return the borrowed amount stated in Article 1 and Article 2 of this Contract, until the day 9 January 2006.

Article 4

The contracting parties determine by consent that, due to securing the lender's entire claim described in Article 1 and Article 2 of this Contract, the borrower as pledgor pledges the property – residential building, house No. 161, with a surface area of 35.00 m^2, house plot and yard of the surface area of 100 m^2, i.e. a total area of 135 m^2, ownership 1/1 of Slobodan (Mirko) Praljak, situated on cadastral plot 2064 in the cadastral municipality of Čapljina, which by the old survey corresponds to cadastral plot 1257/1 in the cadastral municipality of Čapljina Trebižat, land registry excerpt No. 829/2004, folio of the land registry 1771, and the lender – pledgee receives the described property as security for the repayment of the loan.

Article 5

The value of the pledged property described in Article 4 of this Contract is determined by the contracting parties in the Kuna equivalent of 46,760.18 Convertible Marks, i.e. in the Kuna equivalent of 29,243.73 US dollars, according to the assessment of the permanent court expert Zoran Škobić, Civ. Eng.

Article 6

The borrower – pledgor allows the registration of mortgage in favour of the lender – pledgee over the property described in Article 4 of this Contract, upon the expiry of two years since the date of signing of this Contract, for the purpose of securing the repayment of the full claim of the lender – pledgee described in Article 1 and Article 2 of this Contract.

Article 7

The lender – pledgee is obliged to issue without delay the declaration of erasure of the registered mortgage over the property described in Article 4 of this Contract when the borrower – pledgor entirely fulfils all the claims of the lender – pledgee, according the Contract described in Article 1 of this Contract.

Article 8

The borrower, i.e. pledgor cannot dispose with the property described in Article 4 of this Contract since the day of the signing of this Contract until the full repayment of the obligations toward the borrower – pledgee.
The pledgee acquires the right of compensation of his claim from the mortgaged property upon the expiry of two years from the date of the signing of this Contract, if the borrower – pledgor until then doesn't repay the borrowed amount described in Article 1 and Article 2 of this Contract.

Article 9

The parties agree to resolve all disputes arising from this Contract amicably, in the contrary they agree to the jurisdiction of the competent court in Zagreb.

Article 10

This Contract is made in four (4) identical copies.

Article 11

This contract was read and explained to the contracting parties, whereupon they declared that they understand it and accept the rights and obligations resulting from the same, and in sign of acceptance sign it with their own hand.

In Zagreb, 9 January 2006

The borrower,
PLEDGOR:

Slobodan Praljak
/signed/

The lender,
PLEDGEE:

PRISTANIŠTE I SKLADIŠTA ltd.
represented by director
Đuro Bojović
/stamp and signature/

ON THE SAME DAY, 9 JANUARY 2006, ALONG WITH THE CONTRACT REGULATING THE RELATIONS BETWEEN "DOCK AND WAREHOUSES"/PRISTANIŠTE I SKLADIŠTA/ Ltd. (LENDER) AND SLOBODAN PRALJAK (BORROWER), AN ANNEX HAS BEEN SIGNED, WHICH, IN ARTICLE 4 SAYS:

"THE BORROWER: SLOBODAN PRALJAK, KRALJEVEC 37, 10 000 ZAGREB, GIVES TO THE LENDER "DOCK AND WAREHOUSES" Ltd., RIMSKA 29, 44 000 SISAK, AN UNCONDITIONAL RIGHT TO PLACE A LIEN ON PROPERTY IN THE LAND BOOKS WITHOUT ANY FURTHER CONSENT OR AGREEMENT.

CONCERNING THE REGISTRAR'S STATEMENT THAT THE LIEN IS STILL NOT ENTERED IN THE LAND BOOKS, IT HAS NOTHING TO DO WITH SLOBODAN PRALJAK, NOR DOES IT CHANGE THE FACT THAT I AM NOT AT LIBERTY TO DISPOSE OF THESE PROPERTIES AS OWNER.

DOCK AND WAREHOUSES /PRISTANIŠTE I SKLADIŠTA/, **Ltd.** Rimska 29, 44 000 Sisak, represented by the director Đuro Bojović (hereinafter: lender – pledgee)
and
SLOBODAN PRALJAK, Kraljevec 37, 10 000 Zagreb (hereinafter: borrower- pledger)
conclude on this day the following

A N N E X
to the CONTRACT
of 9 January 2006

Article 1

The contracting parties determine by agreement that on 9 January 2006 they concluded the Contract included as attachment to this Annex and which represents its constituent part. The borrower borrowed from the lender the amount of 327,474.60 Kuna with an annual interest rate of 4% (as of 31 December 2009 the interest amounted to 75,742.57 Kuna).

Article 2

The contracting parties determine by agreement that until the day of signing of this Annex the borrower has not repaid the borrowed amount to the lender.

Article 3

The contracting parties determine by agreement that for the purpose of securing of the above claim the borrower (as pledger) grants the right of lien over the property described in Articles 4 and 5 of the Contract of 9 January 2006. As the legal relations bearing to the above property have not been resolved until the day of signing of this Annex, and because the amount of the debt surpasses the value of the property described in Articles 4 and 5 of the Contract of 9 January 2006, the borrower grants to the lender another right of lien, over the following property:
Vacation house on land parcel 9097 from the title deed No. 745, cadastral municipality Rogoznica, land registry plot 5113/1, cadastral municipality Rogoznica, land registry folio 2069.

Article 4

The borrower: Slobodan Praljak, Kraljevec 37, 10 000 Zagreb, grants to the lender: Dock and warehouses, Ltd., Rimska 29, 44 000 Sisak, an unconditional right to file a lien in the land books without any further agreement or consent.

Article 5

The borrower (pledger) is not at liberty to dispose, since the day of signing of this Annex to the Contract until the day of repayment of the borrowed amount, with the property described in Article 3 of this Annex to the Contract.

Article 6

The parties shall resolve possible disputes amicably, and in case this is not possible the jurisdiction of the competent court in Zagreb is agreed.

Article 7

This Annex is made in 4 (four) identical copies, of which one belongs to each contracting party, one will serve for archiving with a public notary and one will be submitted to the Land Registry.

Article 8

This Annex to the Contract has been read to the parties and explained, upon which they state that they have understood it, that it corresponds to their intentions and will, and in sign of acceptance of the rights and obligations proceeding from it, sign it with their own hand. The Annex enters into force on the day of signing by both contracting parties.
In Zagreb, 5 January 2010

Borrower,
Pledger:
Slobodan Praljak
/signed/

Lender,
Pledgee:
/signature and stamp/
DOCK AND WAREHOUSES Ltd.
Represented by Đuro Bojović, director

EMBASSY OF THE REPUBLIC OF CROATIA THE HAGUE
It is hereby confirmed that the party SLOBODAN PRALJAK, KRALJEVEC 37, ZAGREB signed this document with his own hand.The identity of the applicant was determined on the basis of Passport No. 000875556, issued by the Zagreb Police Administration. Consular fee in the amount of--- has been charged in cash, pursuant to the Tariff No. 88 of the Administrative Fees Act of the Republic of Croatia

Class: 037-02/10-01/24
Ref. No. 521-NLD-01-02-10-03
Date: 16 March 2010

Mirjana Stančić
Counsellor
/seal and signature/

I, public notary Zorka Čavajda, ZAGREB, Radnička cesta 48 confirm that
GJURO BOJOVIĆ, born on 5 June 1942, ZAGREB, ČIKOŠEVA 2,
in the capacity of director of the company DOCK AND WAREHOUSES, Ltd.
Sisak, whose identity I determined by the personal ID card No. 15457043,
Issued by the Ministry of the Interior ZAGREB, and the power of representation by inspection of the web site of the Court Register of Companies in the Republic of Croatia as of this day, signed the document with his own hand.
The signature on the document is authentic.

Public notary fee for validation, pursuant to Tariff No. 11, paragraph 4 of The Notary Public Charges Act in the amount of 10.00 Kuna has been charged and annulled on the copy which remains in the archive.
The public notary reward in the amount of 30.00 Kuna + 23% VAT has been charged.

No. OV-9068/2010
In Zagreb, 18 May 2010

FOR THE PUBLIC NOTARY
NOTARIAL ADVISOR
Doroteja Filipović
/signature and seal/

AND THE MONEY WHICH WAS FOUND ON THE ACCOUNT OF DRESDNER BANK IN FRANKFURT A/M WAS NOT MY MONEY.

I WAS NOT AWARE OF THE EXISTENCE OF THIS MONEY.

IN THE DEFENCE OF THE HOMELAND AGAINST THE SERBIAN AGGRESSION THE CROATS COULD ARM THEMSELVES ON THE BLACK MARKET ONLY, BECAUSE THE UN DECLARED EMBARGO ON THE PURCHASE OF ARMS FOR ALL THE STATES OF THE FORMER SFRJ /SOCIALIST FEDERATIVE REPUBLIC OF YUGOSLAVIA/

WITH REGARD TO THE QUANTITY OF THE ARMS WHICH SERBIA HAD, I.E. THE JNA / YUGOSLAV PEOPLE'S ARMY/, THIS DECISION IS INCOMPREHENSIBLE, BUT IT WAS NEVERTHELESS ADOPTED.

AFTER HAVING RESEARCHED WHO PLACED THE MONEY ON THE ACCOUNT, I RETURNED WHAT WAS NOT MINE.

C O N F I R M A T I O N

I, Milenko Malić from Zagreb, Barutanski Jarak 104, on this day 20 March 2010 received 69,400.00 Euro (sixty nine thousand and four hundred Euro) from Nikola Babić Praljak, as a return of remaining, unused funds which I gathered in the early 1990s as an effort to assist in the procurement of equipment (systems of radio-communication), for the Croatian Defence Council. The money was collected, taken abroad and deposited on the account by Mr. Stanko Ramljak.

/signature/

In Zagreb, 30 July 2010

I, public notary, Radojka Galić, ZAGREB, Čikoševa 5, confirm that
MILENKO MALIĆ, born on 3 June 1956, ZAGREB, BARUTANSKI JARAK 104
whose identity I determined by means of personal ID card No. 102867543, issued by the Zagreb Police Administration, signed the document in my presence with his own hand. The signature on the document is genuine.

Public notary fee for notarization pursuant to Tariff No. 11, paragraph 4 of the Notary Public Charges Act has been charged and annulled on the copy which remains in the archive. Public notary reward in the amount of 30.00 Kuna + 23% VAT (6.90 Kuna) has been charged. The expenses are 0.00 Kuna.

No. OV-4013/10
In Zagreb, 30 July 2010

For the notary
Trainee
Mirjana Mrčela

Public notary
Radojka Galić
/seal/

Pursuant to Article 77, paragraph 4 of the Public Notaries Act, the public notary is not responsible for the content of the document on which the signature is being validated.

TO BE PREOCCUPIED WITH PEOPLE WHO BOUGHT THREE APARTMENTS IN THE HOUSE ON KRALJEVEC 35 FROM NIKOLA BABIĆ PRALJAK (THIS IS WHAT A FORMER POLICEMAN OF THE COMMUNIST YUGOSLAVIA IS DOING) IS BOTH ILLEGAL AND INDECENT.

THE REGISTRY SHOULD STOP AT THE POINT OF DETERMINING MY PERSONAL PROPERTY, AND THIS CAN ONLY GO UP TO THE RELATIONSHIP SLOBODAN PRALJAK – FILA PRALJAK – NIKOLA BABIĆ PRALJAK.

BUT, SOMEONE APPARENTLY WANTS TO EARN HIS WAGE.

NEVERTHELESS, AND IN SPITE OF METHODS WHICH A SOVEREIGN COUNTRY SHOULD NOT TOLERATE, I PLACE AT YOUR DISPOSAL (NIKOLA BABIĆ PRALJAK PLACES AT DISPOSAL) THE PROPERTY SALES CONTRACTS.

CONTRACT ON THE SALE OF PROPERTY

Concluded between **Babić-Praljak Nikola** from Zagreb, A.T. Mimare 11 as seller
and **Kvesić Petar** from Zagreb, Nad Lipom 23a as buyer, as follows:

I

Babić-Praljak Nikola as seller and Kvesić Petar as buyer, have concluded on this day the Contract about the sale of a respective part of property entered in the land registry folio No. 23310, cadastral municipality of the City of Zagreb, which consists of land registry parcel No. 8499/5 with house on the address Kraljevec No. 35 in Zagreb. The respective part of this property is inseparably linked with the ownership of a particular part of the property – one four-room apartment on the high ground floor of the building covering 97.60 m^2, in the plan marked yellow, one four-room apartment in the attic covering 95.78 m^2, in the plan marked blue, including the land and joint parts of the building, all pursuant to the provisions of Art. 6, Art. 69, Art. 366 and Art. 374 of the Ownership and Other Proprietary Rights Act.
The subject-matter of the sale, according to this Contract are in reality these two four-room apartments, and an appropriate part of common parts of the building and appertaining land, all on the address Kraljevec 35 in Zagreb.

II

The parties of this Contract determine by agreement that the price for the property from point I of this Contract is 1,460,000.00 Kuna (in writing: one million, four hundred sixty thousand Kuna).
The buyer has paid to the seller the agreed price immediately prior to the signing of this sales Contract.
The seller has received the agreed price in full.

III

The seller grants to the buyer unconditional right of registering the ownership rights on the above property in his own name in the land books and other public records in which the above property is being registered and evidenced.

IV

The seller shall hand over to the buyer the possession and use of the above property immediately after the signing of this Contract.

V

The contracting parties (seller and buyer) agree on the right to use a parking space in front of the entrance to the above property and the right of use of the first garage alongside the northern edge of the property, which excludes the right of use of the said parking space and garage by any third person.

VI

The contracting parties determine by agreement that the buyer has bought the above property under the condition that he, with his family, uses the said property.
The contracting parties determine by agreement that the buyer has no right to sell, lease or burden the bought property with any kind of encumbrance, registered or unregistered within the time frame of 10 (in writing: ten) years since the day of signing of this Contract. Upon the expiry of 10 (in writing: ten) years since the day of signing of this Contract the buyer shall have the right to sell, lease or burden with registered or unregistered encumbrances the above property only with the expressed written agreement of the seller.

VII

All expenses related to writing and validation of this Contract, property sales tax, as well as costs of registering in the land books, by agreement of the Contracting parties shall be borne by the buyer.
From the day of the signing of this Contract the buyer is responsible for the payment of all utility and other expenses related to ownership and possession of this property.

VII

The seller guarantees to the buyer that the properties from point I of this Contract are his ownership, and that they are not burdened with any registered or unregistered encumbrances.

VIII

The Contract has been read and explained to the parties, and as sign of their agreement they sign it with their own hand, stating that they concluded the Contract freely and deliberately.

XI

The Contract is made and signed in 7 (in writing: seven) identical copies, of which 1 (in writing: one) remains with the seller, 2 (in writing: two) with the buyer, while the remaining 4 (in writing: four) serve for the presentation and archive.

Zagreb, 00 October 2006

Seller:
Babić-Praljak Nikola
/signed

Buyer:
Kvesić Petar
/signed/

I, public notary, Zorka Čavajda from Zagreb, Radnička cesta 48, confirm that
NIKOLA BABIĆ-PRALJAK, Zagreb, Ante Topića-Mimare 11,
whose identity I determined by the personal ID card No. 13220173, issued by the Ministry of the Interior, Zagreb signed the document with his own hand.
The signature on the document is authentic.
The public notary fee for validation, pursuant to Tariff No. 11 of the Notary Public Charges Act in the amount of 12.00 Kuna has been charged and annulled on the copy of the document which remains in the archive.
The public notary reward in the amount of 50.00 Kuna + 22% VAT has been charged.

No. OV-17112/2006
In Zagreb, 4 December 2006

PUBLIC NOTARY
ZORKA ČAVAJDA
/seal and signature/

CONTRACT ON THE SALE OF APARTMENT

Concluded between **Babić Praljak Nikola** from Zagreb, Istarska 60 as seller, and
Iva Sokol from Zagreb, Gosposvetska 27 as buyer, as follows:

I

Babić Praljak Nikola as seller, and Iva Sokol as buyer, on this day concluded this Contract on the sale of a respective part of property entered in the land registry folio No. 23310, cadastral municipality of the City of Zagreb, which consists of land registry parcel No. 8499/5 with house on the address Kraljevec 35 in Zagreb. The respective part of these properties is inseparably linked with the ownership of a separate part of the property – one two-room apartment in the basement of the building, with an area of 50.65 m2 , in the plan marked red, including the land and common parts of the building, pursuant to the provisions of of Art. 6, Art. 69, Art. 366 and Art. 374, paragraph 4 of the Ownership and Other Proprietary Rights Act.

The subject-matter of sale according to this Contract, in reality is the described two-room apartment, and an appropriate part of common parts of the building and the appertaining land, all on the address Kraljevec 35 in Zagreb.

II

The contracting parties determine by agreement that the price for the property from point I of the Contract amounts to 55,000.00 Euro (in writing: fifty five thousand Euro), the counter value in Kuna by the middle exchange rate of the Croatian National Bank on the day of the transfer.

The buyer has paid to the seller a part of the agreed price – down payment in the amount of 5,000.00 Euro (in writing: five thousand Euro), the counter value in Kuna according to the middle exchange rate of the Croatian National Bank on the day of payment, upon the signing of the Preliminary Sales Contract.

The remaining part of the price (full payment) the buyer is obliged to pay to the seller by means of credit which will be paid directly to the account of the seller No. 248008-3207899896 with RBA, at the latest until 31 May 2009.

III

Upon the receipt of the agreed price in full, the seller shall issue to the buyer a document stating that the agreed price has been paid in full, and issue a valid title deed necessary for the entry of ownership rights of the above property in the land registry on the name and in favour of the buyer.

IV

Immediately upon the receipt of the agreed price in full, the seller shall hand over to the buyer the said property in possession and use.

V

The contracting parties determine by agreement that all expenses relating to the writing and validation of this Contract, property sales tax and costs of registering with the Land Registry shall be borne by the buyer.

VI

The seller guarantees to the buyer that the properties from point I of this Contract are his exclusive ownership, and that they are not burdened with any registered or unregistered encumbrances.

VII

The Contract has been read and explained to the parties, and they sign it with their own hand as sign of acceptance and agreement, stating that they concluded the Contract freely and deliberately.

VIII

The Contract has been made and signed in 3 (in writing: three) identical copies, of which 1 (one) for the seller, 1 (one) for the buyer, while the remaining 1 (one) copy serves for archiving with the public notary.

Zagreb, 2 February 2009

Seller:
Babić-Praljak Nikola
/signed

Buyer:
Iva Sokol
/signed/

I, public notary Pero Džankić, ZAGREB, Korčulanska ulica 3E confirm that
NIKOLA BABIĆ-PRALJAK, born on 24 January 1969, ZAGREB, ISTARSKA 60
acknowledged in my presence the signature on the document as his own.

I determined the identity of the applicant on the basis of personal ID card 102947849, issued by the Zagreb Police Administration. The signature on the document is authentic.

Public notary fee for validation, pursuant to Tariff No. 11, paragraph 4 of the Notaries Public Act in the amount of 10.00 Kuna has been charged and annulled on the copy which remains in the archive. The public notary reward in the amount of 30.00 Kuna + 22% VAT (6.60 Kuna) has been charged. The expenses were 0.00 Kuna + 22% VAT (0.00 Kuna).

No. OV-2610/2009
In Zagreb, 9 March 2009

Public notary
Pero Džankić
/seal and signature - illegible/

I, public notary Pero Džankić, ZAGREB, Korčulanska ulica 3E confirm that this is a copy of the original document after the validation of signature
Contract on sale of apartment

It has been written by other mechanical or chemical means and has 2 sheets.

The original document, according to the client's claim is with the client, and it was brought to me by the client NIKOLA BABIĆ PRALJAK, born on 24 January 1969, ZAGREB, ISTARSKA 60.
NOTE: Two copies of the document were validated

Public notary fee for validation, pursuant to Tariff No. 11 of the Notaries Public Act in the amount of 11.00 Kuna has been paid and annulled on the copy which remains in the archive. The public notary reward in the amount of 20.00 Kuna +22% VAT (4.40 Kuna) has been charged. The expenses were 0.00 Kuna + 22% VAT(0.00 Kuna).

No. OV-2611/2009
In Zagreb, 9 March 2009

Public notary
Pero Džankić
/seal and signature - illegible/

REPUBLIC OF CROATIA – MINISTRY OF FINANCE
TAX ADMINISTRATION – BRANCH OFFICE ZAGREB
LOCAL OFFICE ZAGREB – FOR PROPERTY
Zagreb, Av. Dubrovnik 32

Class: UP/I-410-20/2005-01/**24495**
Zagreb, 19 January 2007

NOTICE TO THE CLIENT
(Art. 65 of the General Tax Act)

PETAR KVESIĆ

You are invited to be present in person, or by means of your lawful representative or plenipotentiary on the day **14 February 2007** at the assessment of the market value of the property, according to the Contract on the sale of property of 4 December 2006 with Babić-Praljak Nikola, which will be carried out by the authorized commission of the Tax Administration – Centar.

To find out the exact time of the commission's visit call on the above date phone No. 01/ 4802-938 between 12.30 – 13.00 hours.

Tax administrator
Volar Martina
/seal and signature/

/Stamp: REPUBLIC OF CROATIA
MUNICIPAL COURT IN ZAGREB
LAND REGISTRY DEPARTMENT
Received: 21 December 2006 at
7:58 hours. Directly. Z-83788/06/

MUNICIPAL COURT
10000 ZAGREB
(Land Registry Department)

Applicant: Kvesić Petar from Zagreb, Ul. Nad Lipom 23/a, represented by Petric Ljubo, lawyer from Zagreb

P R O P O S A L

1 X	For entry into the Land Registry of the transfer of title deed
Power of attorney	(Land Registry folio 23310
Enclosures	cadastral municipality of the City of Zagreb)

1. With the Contract on the sale of property of 4 December 2006, I acquired as my ownership a part of the property registered in the land registry folio No. 23310, cadastral municipality of the City of Zagreb, which consists of land registry parcel No. 8499/5 with family residential house and yard, according to evidence in the Land Registry, Kraljevec No. 35 in Zagreb.

P r o o f: Contract of 4 December 2006

2. I request of the above court to issue the following

D E C I S I O N

On the basis of notarized contract on the sale of property of 4 December 2006 it is hereby granted to transfer the title deed in the Land Registry relating to a respective part of the property, including land and common parts of the building, recorded in the land registry folio No. 23310, cadastral municipality of the City of Zagreb, which consists of the land registry parcel No. 8499/5 with house and yard. The stated co-ownership part of these properties is inseparably linked with the ownership of the respective part of the property which in reality represents one four-room apartment on the ground floor of the building covering an area of 97.60 m^2, in the plan marked yellow, and one four-room apartment in the attic covering an area of 95.78 m^2, in the plan marked blue, from the name Babić Praljak Nikola from Zagreb, Ul. Ante Topića Mimare 11, on the name and in f a v o u r of K v e s i ć Petar from Zagreb, Ul. Nad Lipom 23/a.

Zagreb, 22 December 2006

Kvesić Petar represented by
/signed/

B-D37

REPUBLIC OF CROATIA
MINISTRY OF FINANCE
TAX ADMINISTRATION
BRANCH OFFICE ZAGREB
LOCAL OFFICE ZAGREB

TAX PAYER (BUYER OF PROPERTY)
Kvesić Petar
Zagreb, Kraljevec 35 (formerly Nad Lipom 23/a)
Personal ID No. 0106950330115

APPLICATION FOR THE PAYMENT OF PROPERTY SALES TAX

I report the creation of tax liability – property sales tax – pursuant to the contract concluded on the day Contract on the sale of property of 4 December 2006.

I. DATA ABOUT THE SELLER OF PROPERTY

1. Babić Praljak Nikola, Zagreb, Ul . A. Topića Mimare 11
2. Personal ID No.
3. The seller has acquired the property which he is selling on the basis of Building within the family, Inheritance O-2246/99, Decision of 28 April 1999 and donation to the seller in 2004.

II. DATA ABOUT THE PROPERTY

1. Description (of the building, apartment, business premises ,land or other property)
   One 4-room apartment on high ground floor 97.60 m^2
   One 4-room apartment in the attic 95.78 m^2
2. Area in square metres 193.38 m^2 – both apartments
3. Location of the property (for buildings the year of construction)
   The house Kraljevec No. 35 in Zagreb, built 1993/94.
4. For the land: cadastral municipality City of Zagreb
   Number of land registry folio: 23310
   Number of cadastral parcel: 8499/5

III. SOURCES OF FINANCE FOR THE ACQUISITION OF PROPERTY Family means

IV. PURPOSE OF ACQUISITION OF PROPERTY Residential

V. .....
VI. .....

In Zagreb, 26 December 2006

Petar Kvesić Zagreb
/signed/

Enclosure: Contract on the sale of property of 4 December 2006, Land Registry excerpt, Proof of nationality

IT GOES WITHOUT SAYING THAT THE MONEY WAS PAID ON THE HANDS.

BECAUSE THE MONEY PASSED ALL TAX LEVIES IT IS PURE PERSONAL PROPERTY.

BECAUSE I COULD NOT REGISTER A LEGAL ENTITY "THE DEFENCE OF SLOBODAN PRALJAK (AND DEATH)" AS A JOINT STOCK COMPANY (d.d.) OR LIMITED LIABILITY COMPANY (d.o.o.).

IN SUCH A WAY I WOULD ALSO HAVE TO PAY THE DIRECTOR, TREASURER, ACCOUNTANT, ETC.

ADDED TO THE AMOUNT SHOULD BE THE EXPENSES PAID FOR THE WITNESSES' STATEMENTS AND TRANSLATION OF THE STATEMENTS.

I LEAVE IT TO THE REGISTRAR TO DO THE MATH.

PROBABLY THERE ARE MANY WHO WOULD HAVE PREFERRED A DIFFERENT TYPE OF DEFENCE FROM THE ONE WHICH I HAVE CHOSEN.

SLOBODAN PRALJAK
Kraljevec 35, 10 000 Zagreb, Croatia
Tel. 00385 1 4572-466
Fax /illegible/
GSM: 00 385 98 291 032

REGISTRY OF INTERNATIONAL CRIMINAL TRIBUNAL
FOR THE FORMER YUGOSLAVIA
OLAD – Attn. Mr. Sebastian van de Vliet
P.O. Box 13888
2501 EW The Hague
The Netherlands

Re: *The Prosecutor v. Prlić et al. No. IT-04-74-PT*

Zagreb, 6 April 2006

Dear Mr. Van de Vliet,

Attached please find the specification of all expenses which I have had for the preparation of my defence in the above proceedings.

I believe that these expenses should be taken into account as a deductible item in the assessment of my capabilities of financing of my defence, related to my request of 14 September 2004.

Of course, I remain at your disposal if you need any other additional information.

Respectfully yours
Slobodan Praljak
/signed/

Enclosures
CATEGORIES OF SLOBODAN PRALJAK'S EXPENSES IN THE PREPARATION OF DEFENCE[1]

RECAPITULATION

	Categories of Slobodan Praljak's expenses in the preparation of defence	Amount (Euro)
1.	Direct material expenses	53,395.50
2.	Fees of plenipotentiaries and staff	243,209.90
3.	Debt – unpaid obligations toward the plenipotentiaries	90,000.00
	TOTAL	**386.605.40**

1 All expenses directly related to the preparation of defence since the receipt of the indictment on 4 April 2004 until the day 6 March 2006 when the Registry nominated a defence counsel so that further costs are at the expense of the defendant.

Note: certain categories of expenses relate to time periods specified in appropriate tables.

We, Božidar Kovačić and Nika Pinter, Counsels for Mr. Slobodan Praljak in case before the ICTY signed below, at Mr Praljak's request, related to Registry's request, described in 11 January 2007 letter, state the following:

1. The contract between Slobodan Praljak and Božidar Kovačić was executed on 5 August 2004 (further in text "The basic contract"), concerning representing Slobodan Praljak in his defence before the ICTY, joined by Nika Pinter and Karmen Babić-Praljak as Co-Counsel and Legal Assistant in September 2004:
2. By the basic contract, a Counsel fee has been established (Božidar Kovačić, Nika Pinter and Karmen Babić-Praljak), where Slobodan Praljak guaranteed to organize and finance all expenses of team work, such as, but without limitation; - special office in Zagreb, exclusively for the purposes of defence preparation in case before the ICTY, with all necessary equipment (computers, scanner, fax machine, phone, copy machine etc), - covering of direct material expenses for Counsels, - engagement of technical staff for collecting and electronic processing of documentary material, - targeted investigation issues, - support for the field work and similar.
3. On 2 March 2005, the basic contract was amended in part of fee dynamics payment in order that Slobodan Praljak would, as of 1 March 2005, execute the fee payments (further in text "reduced fees") in amount of 50% of the originally agreed amount by the basic contract, until the ICTY Registry's decision on his request to finance defence would be rendered;
4. Time of payments of remained non-paid fee portion should be agreed after the final decision of ICTY Registry on Slobodan Praljak's request to finance his defence.
5. On 26 September 2005, Slobodan Praljak has terminated the power of attorney, by which he was represented by Božidar Kovačić, Nika Pinter and Karmen Babić-Praljak, due to inability to settle a) the reduced fee and b) non-paid portion of the fee (paragraph 3 above), therefore by a special agreement, executed on 29 September 2005, the following has been established:
    a. On 1 October 2005, demands of Attorneys Božidar Kovačić, Nika Pinter and Karmen Babić-Praljak in relation to Slobodan Praljak are as follows:
        - Božidar Kovačić demands 42.000 €
        - Nika Pinter demands 30.000 €
        - Karmen Babić-Praljak demands 18.000 €
    b. Slobodan Praljak acknowledges demands, as described in the paragraph above (a) of this agreement.
    c. Slobodan Praljak is obliged to pay the amounts specified in para 5a above as soon as possible, but not later than 31 December 2008
    d. Božidar Kovačić, Nika Pinter and Karmen Babić-Praljak will not charge any interests related to amounts due.

Nika Pinter
/signed/

Božidar Kovačić
/signed/

In The Hague, on 14 February 2007

BY VARIOUS EXPRESSIONS THE REGISTRAR HAS CHARACTERIZED ME AS A LIAR, SWINDLER AND THE LIKE.

SO HE ESTABLISHED, ON THE BASIS OF A DOCUMENT FROM THE ZAGREB POLICE ADMINISTRATION, THAT I LIED WHEN I CLAIMED THAT THE FAMILY OF NIKOLA BABIĆ PRALJAK LIVED IN THEIR HOUSE ON KRALJEVEC 35.

I KNOW THAT THEY LIVED THERE, AND I SAID IT OR WROTE IT DOWN.

IF THEY WERE REGISTERED ON THAT ADDRESS, I DON'T KNOW, NOR HAVE I CLAIMED.

WITH AN UNBEARABLE EASINESS OF A LOGICAL DILETTANTE, THE REGISTRAR CONCLUDED THAT I WAS LYING.

I ENCLOSE THE CERTIFICATE WHICH TELLS WHEN KARMEN BABIĆ PRALJAK (NIKOLA'S WIFE) REGISTERED HER OFFICE IN HER HOUSE ON KRALJEVEC 35.

No. 1142/2012

Zagreb, 19 November 2012

/LOGO: H.O.K/
Croatian
Bar
Association

C E R T I F I C A T E

Whereby it is confirmed that KARMEN BABIĆ-PRALJAK, lawyer in Zagreb on 1 November 2000 moved the seat of her lawyer's office from the address **Zagreb, Maksimirska 55** to the address in **ZAGREB, Kraljevec 35**.

BUSINESS SECRETARY
Biserka Barac
/seal and signature/

Koturaška 53/II
10 000 Zagreb
Croatia
Tel. +385 01 6165-200
Fax: +385 01 6170-686
www.hok-cba.hr
e-mail: hok-cba@hok-cba.hr

ON THE SAME TOPIC: LIVE, STAY, HAVE RESIDENCE, BE REGISTERED, I SUBMIT ALSO A DOCUMENT ABOUT WHERE MY GRAND-DAUGHTER LIVED AND WHERE, ACCORDING TO THE LOCATION OF RESIDENCE, SHE WENT TO KINDERGARTEN.

MR. REGISTRAR, YOU SHOULD HAVE EMPLOYED A MORE DECENT, MORE EDUCATED AND MORE MORAL MAN TO DETERMINE THE TRUTH FOR YOU.

I FEAR NOT THE TRUTH ABOUT MY FINANCIAL STANDING, BUT I ABHOR SUCH CONSTRUCTIONS AND INSINUATIONS.

KINDERGARTEN
OF TATJANA MARINIĆ
10000 Zagreb, Pavlinovićeva bb
Tel. 01/3760 133, 3779 352
Tel/Fax: 01/3760 132
E-mail: dvt.marinic@zg.htnet.hr

Ref. No: 626/12
Zagreb, 21 November 2012

C E R T I F I C A T E

We hereby confirm that the girl K[redacted] Babić Praljak, born on [redacted] 1999 with the address in Zagreb, Kraljevec 35, Republic of Croatia, attended our kindergarten (according to the location of residence) from enrolment on 3 September 2001 until her leave on 31 August 2005.

With the certificate we enclose:

- Excerpt from the registry of children, K.B. Praljak under No. 1433 – copy
- Name list of the group "Snails", pedagogical year 2002/2003, K.B. Praljak under No. 2 – copy

Director
Marija Filipović, MA (psych)
/seal and signature/

B-D40

REPUBLIC OF CROATIA
Kindergarten of Tatjana Marinić
Zagreb, Pavlinovićeva bb

NAME LIST OF CHILDREN

S N A I L S

.....
(educational group)

PEDAGOGICAL YEAR 2002/03

Educator:
Lovrenčić

Director
M.Filipović, MA

Ref. No. / Book Reg. No.	DATA ABOUT CHILD	DATA ABOUT PARENTS (GUARDIAN)	
		MOTHER	FATHER
2	Name: K[redacted] BABIĆ PRALJAK Date of birth: [redacted] 1999 Address: ZAGREB,KRALJEVEC 35 telephone: [redacted]	Name: KARMEN B.PRALJAK Profession: LAWYER telephone: [redacted]	Name: NIKOLA PRALJAK Profession: ELECTRICIAN telephone: [redacted]

HEALTH INSURANCE	DATA ABOUT VACCINE AND CHRONIC DISEASES	TIME AND REASONS FOR ABSENCE
Number: 11405562070 A 208	[redacted]	[redacted]

C

DECISION OF THE REGISTRAR (22 AUGUST 2012) OF THE HAGUE TRIBUNAL (WITH EXPLANATION) WHEREBY HE DEMANDS THAT SLOBODAN PRALJAK RETURNS €3,293,347.49 AS REIMBURSEMENT FOR THE COSTS OF HIS DEFENCE

DOCUMENT C-D1

UNITED NATIONS NATIONS UNIES 74593
IT-04-74-T
D74593 - D74516 SF
22 August 2012

INTERNATIONAL CRIMINAL TRIBUNAL FOR THE FORMER YUGOSLAVIA
CHURCHILLPLEIN, 1. P.O. BOX 13888
2501 EW THE HAGUE, NETHERLANDS
TELEPHONE: 31 70 512-5000
FAX: 31 70 512-8637

TRIBUNAL PÉNAL INTERNATIONAL POUR L'EX-YOUGOSLAVIE
CHURCHILLPLEIN, 1. B.P. 13888
2501 EW LA HAYE, PAYS-BAS
TÉLÉPHONE: 31 70 512-5000
FAX: 31 70 512-8637

Case No. IT-04-74-T
Prosecutor v. Slobodan Praljak

DECISION

PUBLIC WITH CONFIDENTIAL *EX PARTE* APPENDIX I & PUBLIC APPENDIX II

THE REGISTRAR,

NOTING the Statute of the Tribunal as adopted by the Security Council under Resolution 827 (1993), as subsequently amended, and in particular Article 21 thereof;

NOTING the Rules of Procedure and Evidence as adopted by the Tribunal on 11 February 1994, as subsequently amended ("Rules"), and in particular Rules 44 and 45 thereof;

NOTING the Directive on Assignment of Defence Counsel, as adopted by the Tribunal on 8 July 1994, as subsequently amended ("Directive"), and in particular, Articles 6, 7, 8, 9, 10, 11(A), 13, 19, and 21(A) thereof;[1]

NOTING the Code of Professional Conduct for Counsel Appearing before the International Tribunal as adopted by the Tribunal on 12 June 1997, as subsequently amended, and in particular Article 9 thereof;

NOTING the Registry Policy for Determining the Extent to which a Suspect or an Accused is able to Remunerate Counsel", as applicable from 8 February 2007 ("Registry Policy"), Appendix II to this Decision;

NOTING that on 5 April 2004, Slobodan Praljak ("Accused") arrived at the Tribunal and announced that he would not request the assignment of Tribunal-paid counsel as he had retained counsel privately to represent him;

NOTING that on 13 September 2004, the Accused submitted a Declaration of Means to the Registry, thereby applying for the assignment of Tribunal-paid counsel on the basis that he did not have sufficient means to remunerate counsel;

CONSIDERING that the Accused's privately retained counsel continued to represent him at that time;

NOTING that between 13 September 2004 and 17 June 2005, there were exchanges between the Accused and the Registry in regards to the documentation that the Accused should provide in relation to his application for Tribunal-paid counsel;

[1] 11 July 2006 (IT/73/Rev.11).

NOTING that on 17 June 2005, the Deputy Registrar issued a decision denying the Accused's request for legal aid on the basis that the Accused had not met his burden of proof to allow the Registry to determine if the Accused was in fact unable to remunerate counsel;[2]

NOTING that the Denial of Assignment was reviewed by Trial Chamber I at the request of the Accused[3] and upheld by that Chamber ("Review Decision");[4]

CONSIDERING that after the Review Decision was issued, the Accused elected to represent himself while requesting a reassessment of his legal aid application in parallel;[5]

NOTING that the case of the Accused was reassigned from Trial Chamber I to Trial Chamber II on 31 October 2005;[6]

CONSIDERING that on 22 December 2005, the Accused's request for a reassessment of his legal aid application was denied as the Accused had failed to provide the outstanding information previously requested, which was necessary to complete an indigency determination;

NOTING that the Accused then applied to Trial Chamber II for the assignment of counsel "in the interests of fairness" on 12 January 2006;[7]

CONSIDERING that on 15 February 2006, Trial Chamber II issued a decision granting the Accused's request, and ordered the Registry to assign counsel in the interests of justice, while ordering the Accused to answer 23 questions in relation to his financial status as "[...] the information so far provided by the Accused remains incomplete and does not enable an adequate assessment of the financial means available to the Accused for his own defence costs" ("Decision on Assignment of Counsel");[8]

CONSIDERING that, pursuant to the Decision on Assignment of Counsel, the Registry assigned counsel to the Accused, and from that point forward the Accused's defence team has been paid full legal aid allotments for the duration of the proceedings ("Decision Assigning Counsel");[9]

CONSIDERING that the Decision Assigning Counsel highlighted that such decision was made without prejudice to Rule 45(E) of the Rules and Article 18 of the Directive;[10]

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[2] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-PT, "Decision [on Assignment of Counsel]" (Public, with Confidential *Ex Parte* Appendix), 17 June 2005 ("Denial of Assignment"). See also Article 8 (B) of the Directive.

[3] See *Prosecutor v. Prlić et al.*, Case No. IT-04-74-PT, "Decision on Assignment of Defence Counsel (Confidential Annex)", 15 February 2006, para. 4.

[4] *Ibid.*

[5] This request was made by way of a letter sent from the Accused to the Registry on 15 November 2005.

[6] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-PT, "Order Reassigning a Case to a Trial Chamber", 31 October 2005.

[7] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-PT, "Request by Slobodan Praljak for the Review of an Opinion of the Registrar of the Tribunal and Request for Assignment of Defence Counsel", 12 January 2006.

[8] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-PT, "Decision on Assignment of Defence Counsel (Confidential Annex)", 15 February 2006, para. 12.

[9] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-PT, "Decision [Assigning Defence Counsel]", 6 March 2006.

[10] Article 18 of the Directive applicable at that time (IT/73/Rev.10, 28 July 2004,) in pertinent part provided that the "[a]ssignment of counsel or partial remuneration of counsel and/or payment of counsel's expenses may be withdrawn by the Registrar if [...] information is obtained which establishes that the suspect or accused has sufficient means to allow him to pay for the cost of his defence." Revision 11 of the Directive currently in force (IT/73/Rev.11, 29 June 2006) similarly provides, in Article 19, that "[w]here counsel has been assigned, the Registrar may withdraw the assignment of counsel if information is obtained which establishes that the suspect or accused has sufficient means to remunerate counsel. In such cases, the Registrar may recover the cost of providing counsel in accordance with Rule 45(E) of the Rules."

NOTING that Ms. Nika Pinter and Ms. Nataša Fauveau-Ivanović are currently assigned as Lead Counsel and Co-counsel to the Accused, respectively;[11]

CONSIDERING that throughout its investigation into the Accused's financial means, the Registry continued to query the Accused to substantiate the existence and disposition of various assets that had come to the Registry's attention during said investigation, and continued to evaluate the complex information regarding the disposition and value of various assets reported by the Accused, as outlined more fully in Appendix I;

CONSIDERNING the complexity of the investigation and its geographical scope spreading over several countries;

CONSIDERING that the Accused was given ample opportunity to comment on the findings of the Registry's inquiries into his means before the Registry made a final determination on his ability to remunerate counsel;[12]

CONSIDERING that according to Article 10(A) of the Directive,

> "The Registrar shall determine whether and to what extent the suspect or accused is able to remunerate counsel by taking into account means of all kinds of which the suspect or accused has direct or indirect enjoyment or freely disposes, including but not limited to direct income, bank accounts, real or personal property, pensions, and stocks, bonds, or other assets held, but excluding any family or social benefits to which he may be entitled. In assessing such means, account shall also be taken of the means of the spouse of a suspect or accused, as well as those of persons with whom he habitually resides, provided that it is reasonable to take such means into account. [...] Account may also be taken of the apparent lifestyle of a suspect or accused, and of his enjoyment of any property, movable or immovable, and whether or not he derives income from it";

CONSIDERING that the eligibility of an Accused for legal aid is determined according to the Registry Policy;

NOTING that according to the Registry Policy, the Registry deducts from the Accused's disposable means the estimated living expenses of his household members for the period beginning on the date of this Decision until the conclusion of the estimated period in which the applicant will require representation before the Tribunal,[13] the amount remaining, if any, being the contribution to be made by the Accused to the cost of his defence;[14]

Principal Family Home

CONSIDERING that the Accused and his spouse reside in a house in Zagreb, Croatia ("Principal Family Home");

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[11] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-T, "Decision [Assigning Defence Counsel]" (Public), 11 April 2011; *Prosecutor v. Prlić et al.*, Case No. IT-04-74-T, "Decision [Assigning Defence Counsel]" (Public), 26 May 2011.
[12] Confidential and *Ex Parte* Appendix I, para. 39.
[13] Registry Policy, Section 10.
[14] Appendix II, Sections 2 and 11.

CONSIDERING that equity in the Accused's Principal Family Home is included in his disposable means to the extent that it exceeds the reasonable needs of the Accused and his spouse;[15]

Items of Extraordinary Value in the Principal Family Home

CONSIDERING that since the Registry is not in a position to ascertain whether the Accused's Principal Family Home contains luxury items of extraordinary value, the Registry includes no equity related to the furnishings in the Accused's disposable means, noting that, in light of the ultimate determination, such exclusion will have no impact on the outcome;[16]

Real Property excluding the Principal Family Home Owned or Freely Disposed of by the Accused

CONSIDERING that the Accused disposed of an apartment and a garage located in Zagreb, Croatia and did not provide satisfactory evidence to demonstrate that he did not have direct or indirect enjoyment of the proceeds thereof, as set forth with particularity in Appendix I hereto;[17]

CONSIDERING that the Accused owns real property in Bosnia Herzegovina;[18]

CONSIDERING that the Accused owns real property in Croatia;[19]

CONSIDERING that the equity in these three assets is included in the Accused's disposable means;[20]

Business Interests

CONSIDERING that the Accused maintains continued control and ownership in a business enterprise ("Enterprise");[21]

NOTING that this interest in the Enterprise includes a substantial interest in real property located in Zagreb, Croatia ("Enterprise Property");[22]

NOTING that there is sufficient reason to believe that the Accused has significant interests in additional enterprises as set forth with particularity in Appendix I attached hereto;[23]

CONSIDERING that the specifically identified portions of equity in the Enterprise and the Enterprise Property are included in the Accused's disposable means;[24]

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[15] Confidential and *Ex Parte* Appendix I, paras. 42-78.
[16] Confidential and *Ex Parte* Appendix I, paras. 75-77.
[17] Confidential and *Ex Parte* Appendix I, paras. 80-99.
[18] Confidential and *Ex Parte* Appendix I, paras. 100-103.
[19] Confidential and *Ex Parte* Appendix I, paras. 104-107.
[20] Confidential and *Ex Parte* Appendix I, paras. 99, 103, and 107.
[21] Confidential and *Ex Parte* Appendix I, paras. 111-124, 125-128, and 129-143.
[22] Confidential and *Ex Parte* Appendix I, paras. 133-142.
[23] Confidential and *Ex Parte* Appendix I, para. 153 *et seq.*
[24] Confidential and *Ex Parte* Appendix I, para. 158.

Principal Family Vehicle

CONSIDERING that the Accused disposed of his Principal Family Vehicle for a *de minimis* sum, the Registry includes no equity related to the Principal Family Vehicle in the Accused's disposable means;[25]

Yacht

CONSIDERING that the Accused has an ownership interest in a yacht as set forth in Appendix I ("Yacht");[26]

CONSIDERING that equity in the Yacht is therefore included in the Accused's disposable means;[27]

Stocks, Bonds, and Bank Accounts

CONSIDERING that the Accused maintained a number of bank accounts both within the former Yugoslavia and in the Federal Republic of Germany;[28]

CONSIDERING that identified equity in bank accounts owned by the Accused are included in the Accused's disposable means as set forth more particularly in Appendix I;[29]

Income

NOTING that according to the Registry Policy, the Registry includes in an applicant's disposable means the income of the applicant, his spouse and the persons with whom he habitually resides and that such income is calculated on the basis that it will continue to be received from the date the Registry files its decision on the extent to which an applicant is able to remunerate counsel until the conclusion of the estimated period in which the applicant will require representation before the Tribunal;[30]

CONSIDERING that the Accused and his spouse are considered to be an inseparable financial unit;[31]

CONSIDERING that both the Accused and his spouse receive a regular monthly pension payment from the Croatian Government;[32]

Liabilities

CONSIDERING that in accordance with the Registry practice, any personal debts on behalf of the Accused and the member(s) of his household are included in the Registry's calculation as an offset to his disposable means, thereby reducing the total contribution;[33]

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[25] Confidential and *Ex Parte* Appendix I, paras. 166-168.
[26] Confidential and *Ex Parte* Appendix I, paras. 169-188.
[27] Confidential and *Ex Parte* Appendix I, para. 189.
[28] Confidential and *Ex Parte* Appendix I, paras. 190-206.
[29] Confidential and *Ex Parte* Appendix I, para. 206.
[30] Registry Policy, Section 7.
[31] Registry Policy, Section 7; Confidential and *Ex Parte* Appendix I, para. 209.
[32] Confidential and *Ex Parte* Appendix I, para. 207. See also, Registry Policy, Section 7.
[33] Confidential and *Ex Parte* Appendix I, paras. 213 *et seq.*

CONSIDERING that the Accused has not proven the existence of any such liabilities, the Registry does not include any such items into the calculation of the Accused's disposable means;[34]

The Accused's Estimated Living Expenses

CONSIDERING that in accordance with the Registry Policy, the estimated living expenses of the Accused and his spouse during the period in which the Accused requires Tribunal-paid representation are deducted from his disposable means, the amount remaining being the contribution to be made by the Accused to his defence costs;[35]

The Accused's Contribution

CONSIDERING that in determining the extent to which the Accused is able to remunerate counsel, the Registry applies the formula in Section 11 of the Registry Policy, which reads:

DM – ELE = C

Where:

DM represents an applicant's disposable means as calculated under Sections 5-8 of the Registry Policy;

ELE represents the estimated living expenses of an applicant, his spouse, his dependants and the persons with whom he habitually resides as calculated under Section 10 of the Registry Policy;

C represents the contribution to be made by an applicant to his defence;

CONSIDERING that by applying the formula, and as of the date of this Decision, the Accused is able to contribute to his defence, at a minimum, €6,456,980.00;

CONSIDERING that the total cost the Tribunal incurred for funding the Accused's defence amounts to €3,293,347.49 which includes payment covering the pre-trial and trial stages of the proceedings;

CONSIDERING that in accordance with the applicable remuneration policies, the Accused's defence team has received full remuneration in the form of a lump sum for any and all work performed on behalf of the Accused until the rendering of the judgement by the Trial Chamber;

DECIDES in light of the foregoing that the Accused is entirely able to remunerate counsel in full and, in accordance with Article 19(B)(ii) of the Directive, that he is ineligible for the assignment of Tribunal-paid counsel;

DECIDES, in accordance with Article 19(A) of the Directive, to withdraw the assignment of counsel as of the date on which the Trial Chamber renders its judgement;

DECIDES that the Accused shall bear the entirety of the costs of his defence, including all funds previously expended by the Tribunal, namely €3,293,347.49;

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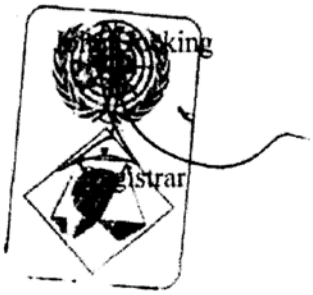
[34] Confidential and *Ex Parte* Appendix I, paras. 218 and 225.
[35] Confidential and *Ex Parte* Appendix I, paras. 228-235.

DECIDES that the Accused shall reimburse the Tribunal in the amount of **€3,293,347.49** and directs the Accused to do so promptly, but in any event within ninety (90) days of the date upon which he is notified of this Decision;

REMINDS the Accused that he may, within fifteen (15) days from the date upon which he is notified of this Decision, file a motion to the Trial Chamber for review of this Decision, in accordance with Article 13(B) of the Directive;

DECIDES *proprio motu* and in the interests of justice, to stay this decision until the expiration of the Accused's time to appeal this decision pursuant to Article 13(B) of the Directive, or, should the Accused choose to exercise his right to appeal under Article 13(B) of the Directive, to stay the withdrawal of counsel until the Trial Chamber has determined such appeal or delivered the trial judgement, which ever comes first;

REMINDS Counsel and Co-Counsel of their obligation under Article 21(A) of the Directive to continue to act after their withdrawal until a replacement counsel has been retained by the Accused or the Accused has elected to conduct his own defence, and of the obligation to protect the Accused's interests pursuant to Article 9(D) of the Code of Conduct.



Dated this 22nd day of August 2012
At The Hague,
The Netherlands.

APPENDIX I

CONFIDENTIAL *EX PARTE*
(FOR DISTRIBUTION TO THE ACCUSED SLOBODAN PRALJAK ONLY)

Table of Contents

I. Introduction

A. Objective

1. The Registrar pursuant to the *Registry Policy for Determining the Extent to which an Accused is Able to Remunerate Counsel* ("Registry Policy")[1] hereby determines the extent to which Mr. Slobodan Praljak ("Accused") is able to remunerate counsel by calculating the Accused's disposable means while considering the estimated living expenses of the Accused's family and dependents for the estimated period during which the Accused will require representation paid for by the International Criminal Tribunal for the former Yugoslavia ("Tribunal").

2. Pursuant to the Registry Policy, the calculation of disposable means considers the income and assets of the Accused, his spouse and the persons with whom he habitually resides,[2] excluding any liabilities, which results in the calculation of disposable means.

B. Preliminary Issues

3. This Appendix is filed confidentially and *ex parte* to ensure that the confidentiality of the information disclosed to and obtained by the Registry during its inquiries is preserved.[3]

4. It is the Registry's standard policy to apply the official United Nations exchange rate of the date when its decision is rendered. Accordingly, all conversions are based on the United Nations official exchange rates for the month of August 2012 for conversion into Euros, except where otherwise specified.

C. Legislative Authority

5. The Tribunal's Statute provides that an accused is entitled to have legal assistance assigned to defend him where the interests of justice so require, and without payment by him in case he does not have sufficient means to pay for it.[4] With respect to legal aid, the Directive is the governing document. The Directive identifies the circumstances in which an accused lacks the means to remunerate counsel (and is therefore entitled to legal aid).[5] The onus of establishing means is on the accused.[6] Accordingly, an accused is required to submit a declaration of his means,[7] and the Registrar is authorised to inquire into those means.[8]

[1] The Registry Policy attached to the Decision as (Public) Appendix II.
[2] Considered are only those income and assets that in the opinion of the Registry exceed the reasonable needs of the applicant, his spouse, his dependents and the persons with whom he habitually resides.
[3] Directive on the Assignment of Defence Counsel ("Directive"), IT/73/Rev.11, Article 17.
[4] Statute, Article 21 (4)(d).
[5] Directive, Article 6(A).
[6] Directive, Article 8(A). The burden of proof is clearly upon the Accused to establish his ability (or lack thereof) to remunerate counsel. The Registrar notes that the Accused has stated, "In this particular case the burden of proof lies on the Registry". See *Prosecutor v. Prlić et al.,* Case No. IT 04 74 PT, Accused Slobodan Praljak's Motion for Review of the Deputy Registrar's Decision Dated 17 June 2005 Regarding the Accused's Request for Assignment of Counsel, 5 July 2005, ("Request for Review") para. 25. However, as was previously declared in this case, "Article 8(A) of the Directive clearly and unambiguously states that 'A suspect or accused who requests the assignment of counsel must produce evidence that he is unable to remunerate counsel'. Furthermore, both the Trial and Appeals Chambers have considered the issue of the burden of proof within the context of investigating the indigency of an accused, and it has been decided unequivocally that the onus lies on the Accused to establish that he lacks the means to remunerate counsel". See *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, Decision on Slobodan Praljak's Request for Review of the Deputy Registrar's Decision Dated 17 June 2005 Regarding the Accused's Request for Assignment of Counsel, 21

6. Various factors are taken into account in determining the Accused's (in)ability to remunerate counsel, such as the means of the Accused himself, and the means of his spouse and those with whom he habitually resides, the apparent lifestyle of the Accused, and his enjoyment of any property.[9] As set forth in *Kvočka, et al.*, "[t]he clear intention of this provision in Article 8(B) is to permit the Registrar to take into account the means of those with whom an accused habitually resided before entering detention and/or those with whom he would be residing were he not in detention".[10] Furthermore, according to the Directive, the Registrar shall take into account "means of all kinds of which the suspect or accused has direct or indirect enjoyment or freely disposes, including but not limited to direct income, bank accounts, real or personal property, pensions, and stocks, bonds, or other assets held, but excluding any family or social benefits to which he may be entitled".[11]

authors remark: enjoying a certain property doesn't mean being the owner of the property - enjoying is a favour which can be denied

7. In exercising this authority, "the Registrar may request any relevant information at any time, including after counsel has been assigned, from any person who appears to be able to supply such information".[12] Where the Registrar has opened an inquiry into an accused's means ("Article 9 Inquiry"), the accused shall provide or facilitate the production of information needed to assess his ability to remunerate counsel.[13]

8. After examining the declaration of means ("Declaration of Means") and any additional information obtained pursuant to the Directive, and after having informed an accused of his findings with respect to those means, the Registrar shall determine whether and to what extent an accused is able to remunerate counsel.[14]

9. The Registrar notes that the process of investigating and determining the means of an accused pursuant to the Directive is an administrative fact-finding procedure.[15] In this regard, the Registrar must "[…] take care that, when deciding something to the detriment of an accused, the information upon which he bases his decision is reliable, but there is no requirement that the information be in the form of evidence which is admissible in a trial".[16]

10. As previously decided in this case, "[…] what is 'relevant' is a matter for the Registry, not the Accused to decide. The process of the Registry in investigating whether the Accused should be assigned legal aid or not is an administrative process, performed in order to ensure the right of the Accused to defence counsel but also, to ensure that the funds of the court are not misspent […]. The duty of the Registrar, apart from being instrumental in guaranteeing

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September 2005, ("Review Decision") para. 10 (citing *Prosecutor v. Krajišnik*, Case No. IT 00 39 PT, Decision on the Defence's Motion for an Order Setting Aside the Registrar's Decision Declaring Momčilo Krajišnik Partially Indigent for Legal Aid Purposes, 20 January 2004 ("Krajišnik Decision").

[7] Directive, Article 7(B). In addition, according to Article 7(E) an accused must update his declaration of means at any time a change relevant to his declaration occurs.

[8] Directive, Article 10(A).

[9] Directive, Article 8(B),(C). Based on Article 10(A), it is appropriate for the Registrar to assess the means of an accused's spouse and persons he habitually resides with "[…] provided that it is reasonable to take such means into account".

[10] *Prosecutor v. Kvočka et al.*, Case No. IT 98 30/1 A, Decision on Review of the Registrar's Decision to Withdraw Legal Aid from Zoran Žigić, 7 February 2003 ("Kvočka Appeal Decision"), para. 46.

[11] Directive, Article 10(A).

[12] Directive, Article 9(B).

[13] Directive, Article 8(B).

[14] Directive, Article 11(A).

[15] Kvočka Appeal Decision, para. 12.

[16] *Id*., para. 43.

the fundamental procedural right of counsel in this instance, is to administer Tribunal funds in order that they are not misappropriated, and in order to do this he has correctly followed the guidelines of the Directive".[17]

11. Once legal aid has been granted, it may be withdrawn by the Registrar if, *inter alia*, he is able to establish that, following the decision to grant legal aid, the Accused has come into means which, had they been available at the time legal aid was requested, they would have caused him not to grant the request.[18] The Registrar in this regard further notes the unique circumstances in the current case, in which counsel was assigned following an order of the Trial Chamber, and not in accordance with standard Registry procedure, as the Trial Chamber considered such an assignment, despite the lack of cooperation on behalf of the Accused, was nonetheless in the interests of justice, considering the complexity of the case, the potential prejudice to his co-accused should he remain unrepresented, and the desire to begin the trial proceedings.[19] Based on these factors, an Article 9 Inquiry had not been completed before the Accused began receiving full legal aid payments on behalf of his assigned Defence team.

12. Finally, the Directive requires the Registrar to give a reasoned decision when withdrawing legal aid.[20] As stated in the Kvočka Appeal Decision, "[b]ecause administrative functions are different in kind from judicial functions, administrative decision makers are not usually required to give reasons for their decisions in the way courts are required. The imposition by the Directive of an obligation upon the Registrar to give a reasoned decision when withdrawing legal aid should not therefore be interpreted in the same way as the obligation upon a Chamber of the Tribunal to give reasons for its decision. What is necessary in relation to the Registrar's decision is that it makes apparent in its reasons that he has considered the issues raised by the accused and it reveals the evidence upon which he has based his conclusion".[21]

D. Procedural History

13. On 3 September 2004, the Accused submitted a Declaration of Means to the Registry of the Tribunal, thereby applying for the assignment of Tribunal-paid counsel on the basis that he did not possess sufficient means to remunerate counsel.[22] In his Declaration of Means, the Accused identified the following information:

    a. His present and permanent address was listed as Kraljevac 37, P.O. Box 10,000, Zagreb, Republic of Croatia;

    b. The address of his wife, Ms. Kaćuša Praljak, was listed as Kraljevac 35, P.O. Box 10,000, Zagreb, Republic of Croatia;

    c. The Accused indicated that he was not presently employed, and that his pension – effective as of 1 January 1995 – amounted to 5,728.87 HRK per month. No other salary or income was identified by the Accused in this context;

[17] Review Decision, para. 19.
[18] Directive, Article 18(A).
[19] *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, Decision on Assignment of Defence Counsel (*Confidential Annex*), 15 February 2006 ("Decision on Assignment of Counsel"), para. 10.
[20] Directive, Article 18(B).
[21] Kvočka Appeal Decision, para. 50.
[22] The Declaration of Means was received by the Registry on 13 September 2004.

d. The Accused identified three assets under the heading of immovable property which were acquired either by the Accused or members of his family with their own means or with means donated, loaned, or borrowed from the Accused:

   i. A country house in Pisak, Croatia built around 1980, which is in use. This house was declared as owned by the Accused with a stated valuation of €32,643.75;

   ii. A house in Čapljina, Bosnia and Herzegovina, built around 1974 and "adapted" around 1997-1999, which is in use. This house was declared as owned by the Accused with a stated valuation of BCM 46,760.00.

   iii. An apartment at Ilica 109, in Zagreb, Croatia, purchased on 27 February 2002, which is in use. This apartment was declared as owned by the Accused's spouse, Ms. Kaćuša Praljak, with a stated valuation of €153,500.00.

e. The Accused identified two assets under the heading of movable property which were either owned or could be freely disposed of by the Accused or members of his family:

   i. A "sail boat" acquired on 11 February 1995, declared as owned by the Accused, with a stated valuation of 19,300.00 HRK;

   ii. A vehicle acquired on 22 October 1996, declared as owned by the Accused, with a stated valuation of €3,476.00.

f. The Accused further identified one account under the heading of bank accounts, stocks, bonds, or other valuables possessed by the Accused or members of his family in the former Yugoslavia or in any foreign country. Said account, registered at the Privredna Banka, repeated the information set forth in paragraph 13(c) indicating that the Accused received 5,728.87 HRK per month in pension benefits (for an annual total of 74,265.73 HRK);

g. The Accused did not identify any bank loan or personal loan that he or members of his family had contracted with any financial, private entity, or person in the former Yugoslavia or in any foreign country.

14. On 29 September 2004, the Registry sent the Accused a letter requesting additional information relating to his financial status ("September 2004 Request").

15. On 20 December 2004, the Accused provided the Registry with some of the documentation requested in the September 2004 Request ("December 2004 Response"). This documentation confirmed that the Accused had ownership interests in the following assets:

   a. A property and a dwelling in Pisak, Croatia, registered in the name of the Accused. The Accused provided a domestic court-appointed expert valuation of the Pisak property at €32,643.75;

   b. A property and a dwelling in Čapljina, Bosnia and Herzegovina, registered in the name of the Accused. The Accused provided a domestic court-appointed expert valuation of the Čapljina property at BCM 46,760.00;

c. An apartment at Ilica 109, Zagreb, Croatia. The apartment was registered in the name of the Accused until he transferred the legal title to his spouse on 27 February 2002. Upon the Registry's request, the Accused provided an expert evaluation of the apartment, valuing it at €153,000.00;

d. A yacht registered in the Accused's name and berthed at Omiš, Croatia. Upon the Registry's request, the Accused provided a domestic court-appointed expert valuation of the yacht at HRK 300,000.00;

e. A 1990 Mercedes Benz automobile, registered in the name of the Accused. Upon the Registry's request, the Accused provided the valuation of a licensed assessor of the automobile at BCM 6,800.00; and

f. The Accused also provided the Registry with documentation showing that he and his spouse receive monthly pension payments of HRK 5,728.87 and HRK 2,276.80, respectively.

16. It should be noted that in the December 2004 Response, the Accused addressed and further clarified the outstanding issue of his permanent address. It was indicated therein that Kraljevac 35, Kraljevac 35A, and Kraljevac 37 were one and the same location. Further, this location was confirmed as the principal residence of the Accused and his spouse.

authors remark: the address has never been disputed

17. Following the December 2004 Response, noting the insufficient information provided therein, the Registrar commenced an Article 9 Inquiry into the Accused's means, requesting and obtaining relevant information and documents from both the Accused and the Croatian authorities. Accordingly, the Registry Investigator conducted on-site inquiries into the Accused's financial means in Croatia and Bosnia and Herzegovina from 31 January 2005 to 7 February 2005 and from 17 May 2006 to 22 May 2006.

18. On 24 February 2005, the Registry sent a letter to the Accused ("February 2005 Letter") stating that, based on the Registry's on-site inquiries, it was apparent the Accused had failed to provide information relating to certain assets; namely, his interests in the companies General Tobacco Industry d.o.o. ("General Tobacco"), Liberan d.o.o. ("Liberan"), Oktavijan d.o.o. ("Oktavijan"), and Pristanište i Skladišta d.o.o. ("Pristanište i Skladišta") (collectively, "Companies"), and a residential property at Kraljevac 35/35A/37 in Zagreb, Croatia ("Kraljevac Property"). In this regard, the February 2005 Letter explained to the Accused that the Registry required further information to determine whether and to what extent the Accused enjoys an ownership interest in the Companies and the Kraljevac Property, which has a direct bearing on his ability to remunerate counsel.

19. On 7 March 2005, the Accused replied to the February 2005 Letter ("March 2005 Response") stating that he was under no obligation to provide the requested information. In his March 2005 Response the Accused stated further that if the Registry wishes to gain further information in relation to the Companies and the Kraljevac Property, it was incumbent on the Registry to make inquiries with the appropriate authorities in Croatia. The Registry renewed its invitation to provide information by letters dated 1 April 2005 and 5 May 2005. However, the Accused refused to provide the required information in response to either letter.

20. By decision dated 17 June 2005, the Deputy Registrar denied the Accused's request for legal aid on the basis that the Accused had refused to provide information relevant for the Registry's determination of his means.[23] The Deputy Registrar found that, by doing so, the Accused had failed to meet his burden of proof and, as a consequence, had failed to show that he was unable to remunerate counsel.[24] However, the June 2005 Decision also provided that the "request for assignment of counsel will be re-examined if and when [the Accused] provides the Registry with the information that the Registry requires to conclude its inquiries into his ability to remunerate counsel".[25]

21. On 5 July 2005, the Accused filed a motion seeking review of the June 2005 Decision arguing that the refusal to assign counsel was depriving him of his right to prepare his defence.[26] The Accused further argued that the Registrar's findings in regards to specific ownership interests were unsubstantiated and speculative.[27]

22. On 21 September 2005, Trial Chamber I upheld the Deputy Registrar's June 2005 Decision, finding that the burden unequivocally lies with the Accused to establish that he is unable to remunerate counsel and that because he had not discharged that burden, he could not be assigned counsel.[28] The Trial Chamber stated that "[g]iven that the Accused has persistently refused to provide the said information, the decision of the Registry is reasonable".[29]

23. On 6 October 2005, the Accused sent a letter to the Registry in which he addressed, *inter alia*, his financial situation ("October 2005 Letter"). However, the October 2005 Letter did not provide the information that the Registry had requested from the Accused to enable it to complete the determination of his ability to remunerate counsel.

24. On 10 October 2005, the Registry wrote to the Accused, stating that because his October 2005 Letter did not provide the information that the Registry required to determine his ability to remunerate counsel, the Registry was not able to proceed with its inquiry.

25. On 28 October 2005, in a telephone conversation with Registry representatives, the Accused indicated that he wished to represent himself. He also stated that he wished the Registry to reconsider his eligibility for the assignment of counsel and requested a meeting to discuss the matter further.

26. On 31 October 2005, the Accused informed the Registrar in writing that he wished to represent himself before the Tribunal.

27. On 2 November 2005, the Deputy Registrar filed a Notification of the Accused's election to represent himself pursuant to Rule 45(F) of the Rules of Procedure and Evidence ("Rules").

28. On 8 November 2005, Registry representatives met with the Accused and explained what information was needed by the Registry in order to proceed with its inquiry into the Accused's eligibility for the assignment of counsel ("November 2005 Meeting"). At the

[23] *Prosecutor v. Prlić et al.,* Case No. IT 04 74 PT, Decision [by the Registrar Regarding Assignment of Counsel], 17 June 2005 ("June 2005 Decision"), p. 2.
[24] *Ibid.*
[25] *Id*., p. 3.
[26] Request for Review, para. 10.
[27] *Id*., paras. 8 11.
[28] Review Decision.
[29] *Id*., para. 22.

November 2005 Meeting, the Registry representatives repeated that the Accused was required to provide the Registry with the information requested during the Article 9 Inquiry, and in particular information regarding his dealings with the Companies and his relationship to the Kraljevac Property. The Registry representatives further informed the Accused that full and substantial information was needed, given the complexity of the Accused's links with the Companies and the Kraljevac Property. The Accused confirmed his full understanding of the above and his willingness to provide the information requested.

29. On 15 November 2005, the Registry received a five page letter from the Accused in which he purported to provide the information requested at the November 2005 Meeting ("November 2005 Response"). However, the November 2005 Response, accompanied by several enclosures, failed to provide the information that the Registry had requested. This is because the enclosures were devoid of substantive material which was responsive to the request for further information relevant to the Article 9 Inquiry, as conveyed during the November 2005 Meeting.

30. On 22 December 2005, the Registry informed the Accused by letter that it was not in a position to consider his November 2005 Response as a request for re-assessment of his eligibility for the assignment of Tribunal-paid counsel, as he had failed to provide the information requested by the Registry at the November 2005 Meeting.

31. On 12 January 2006, the Accused submitted a request before Trial Chamber II, to which the case had been transferred, asking the Chamber to review the decision of the Registrar that the November 2005 Response would not be considered as a request for re-assessment; to find "in the interest of fairness, that [the Accused] cannot defend himself in this trial"; and to "assign [the Accused] defence counsel and award him reasonable means necessary for (a reasonable) preparation of defence".[30]

32. On 15 February 2006, Trial Chamber II issued a decision directing the Registrar to assign counsel to the Accused.[31] The Chamber reasoned that such assignment was in the interests of justice based on the imminent start of trial, the trial's expected length and complexity, and the fact that the Accused was self-represented and had no legal education.[32] The Trial Chamber expressed particular concern that if the Accused was not represented, the interests of his co-accused could be damaged as a result.[33]

33. In the Decision on Assignment of Counsel, the Chamber also reiterated that in accordance with the Directive and Rule 45 of the Rules, "[…] the onus is on the Accused to produce evidence that he is unable to remunerate counsel. In the Chamber's assessment the information so far provided by the Accused remains incomplete and does not enable an adequate assessment of the financial means available to the Accused for his own defence costs. In these circumstances, the Accused will be ordered to provide further information with a view to determining what (if any) financial means are available to the Accused".[34]

[30] *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, "Request by Slobodan Praljak for the Review of an Opinion by the Registrar of the Tribunal and Request for Assignment of Defence Counsel", 12 January 2006 ("Request for Assignment of Counsel").
[31] *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, "Decision to Appoint Defence Counsel", 15 February 2006 ("Decision on Assignment of Counsel"), page 7.
[32] *Id.*, para. 11.
[33] *Id.*, paras. 11 12.
[34] *Id.*, para. 13.

The Chamber ordered the Accused to provide and substantiate answers to the questions set out in the confidential annex to the Decision on Assignment of Counsel within 21 days.[35]

34. On 27 February 2006,[36] the Accused provided information and documentation in response to the 23 questions posed by the Trial Chamber.[37]

35. On 6 March 2006, the Deputy Registrar, considering the Decision on Assignment of Counsel, decided, without prejudice to Rule 45(E) of the Rules and Article 18 of the Directive,[38] to assign Mr. Božidar Kovačić and Ms. Nika Pinter as counsel and co-counsel to the Accused, respectively.[39] However, in spite of the Decision on Assignment of Counsel, the Deputy Registrar noted in his Decision Assigning Counsel that the Accused was still required to establish whether he lacks the means to remunerate counsel, as the burden of proof remained with him.[40]

36. On 10 May 2006, the Deputy Registrar informed the Trial Chamber that, with his 27 February Reply the Accused had, for the first time, complied with his obligation to provide information relevant to his financial status, providing answers to 23 questions given to him by the Trial Chamber.[41] However, the Deputy Registrar noted that the Accused's 27 February Reply still contained a number of deficiencies and requested the Trial Chamber to order the Accused to remedy these deficiencies.

37. On 17 May 2006, following the Deputy Registrar's May 2006 Submission, the Trial Chamber ordered[42] the Accused to remedy the deficiencies in his February 2006 Reply as established by the Deputy Registrar's May 2006 Submission, and to provide answers which would enable the Registry to conclude whether and to what extent the Accused had the means to remunerate counsel.

38. On 14 June 2006 the Accused responded to the Trial Chamber's 1 June 2006 Order and provided additional clarification and documentation.[43] However, the Accused merely reiterated some of his previous unsubstantiated statements and provided several irrelevant documents regarding his interests in Oktavijan and the principal family home.

[35] *Id.*, page 7.
[36] In response to the order to provide or substantiate answers set out in the annex to the Decision on Assignment of Counsel.
[37] *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, Confidential and *Ex Parte* Reply to questions contained in the confidential annex of the Chamber's Decision to appoint defence counsel of 15 February 2006, 27 February 2006, filed on 27 March 2006 ("February 2006 Reply").
[38] The Registry notes that in the Directive in place at the time of the Decision Assigning Counsel (August 2004 IT/73/Rev.10), Article 18 was titled "Ability of suspects or accused to remunerate counsel".
[39] *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, "Decision by the Deputy Registrar", 6 March 2006 ("Decision Assigning Counsel").
[40] *Ibid.*
[41] *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, Confidential and *Ex Parte* Registry Submission pursuant to Rule 33(B) of the Rules of Procedure and Evidence regarding Slobodan Praljak's 27 March 2006 Response to Trial Chamber's 15 February Order and Request for Relief, 10 May 2006 ("May 2006 Submission").
[42] *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, Confidential and *Ex Parte* Order to Comply with the Decision on Assignment of Counsel, 17 May 2006. On 1 June 2006, the Trial Chamber extended the time for the Accused's answer to 15 June 2006. *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, Confidential and *Ex Parte,* Decision on Slobodan Praljak's Request for Extension of Time to Comply with the Trial Chamber's 17 May 2006 Order to Comply with the Decision on Assignment of Counsel, 1 June 2006 ("1 June 2006 Order").
[43] *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, Confidential and *Ex Parte.* Slobodan Praljak's Submission regarding Trial Chamber's 17 May 2006 Order to Comply with Decision on Assignment of Counsel, 15 June 2006 ("June 2006 Submission").

39. Following the Decision on Assignment of Counsel, and through letters dated 11 January 2007, 20 July 2007, 11 December 2008, 26 November 2009 and 1 October 2010 ("Opportunity to Comment Letters"), the Registrar informed the Accused of his findings with respect to his disposable means and invited the Accused to respond accordingly. In light of the foregoing, the Accused, either personally or through counsel, submitted written submissions in response to the Opportunity to Comment Letters, the last of which was dated 18 October 2010.[44] However, the Accused did not provide any substantive information which could effectively assist the Registry in the determination of his ability to remunerate counsel; rather, these responses were obstructive, misleading, and/or devoid of relevant information which could objectively be considered to be responsive to the Opportunity to Comment Letters.

40. Following receipt of the Accused's October 2010 response, the Registry continued its investigation into the Accused's means, notwithstanding that he had only technically but not substantively or meaningfully, complied with the Trial Chamber's 1 June 2006 Order, considering the Decision on Assignment of Counsel. The Registry further pursued its investigation following the receipt of additional information from the Croatian authorities in September 2011.

41. Given the factual and procedural background described above, and in light of the substantive content of the documents cited herein, the Registrar makes the following findings and conclusions regarding the Accused's ability to remunerate counsel.

[44] Letters of 15 February 2007, 27 February 2007, 23 April 2007, 11 July 2007, 22 August 2007, 27 March 2009, 29 April 2009, 4 May 2009, 17 October 2009, 29 October 2009, 25 January 2010, 5 February 2010, 7 June 2010 6 September 2010 and 18 October 2010 ("Responses to the Opportunities to Comment").

II. Calculation of the Accused's Disposable Means

A. Assets

1.A. Real Property

1. Principal Family Home: Kraljevac 35/35A/37

a. Definition

42. In determining a legal aid applicant's disposable means, the Registry includes "the equity in the principal family home that exceeds the reasonable needs of the applicant, his spouse and the persons with whom he habitually resides".[45]

43. The Registry Policy defines "principal family home" as "the principal place of residence of the applicant, his spouse or persons with whom he habitually resides, owned by the applicant, his spouse or persons with whom he habitually resides; usually where the applicant would reside if he were not in custody".[46]

b. The Accused's Use and Enjoyment of the Kraljevac Property

44. According to a 1 September 2004 certificate of residence issued by the Ministry of Internal Affairs, Police Headquarters Office in Zagreb, Croatia, the Accused's registered residence from 29 January 1981 to 22 September 1992 was Kraljevac 35. Said certificate also indicates that the Kraljevac 37[47] Section has been the Accused's registered place of residence since 15 April 2002, and that between 22 September 1992 and 15 April 2002 the Accused was also registered under additional places of residence. Nevertheless, a reasonable basis exists to conclude that the Accused continued to use the Principal Family Home as a residence during this period. In particular, the Registrar is in possession of numerous documents that are dated or issued in the years 1995, 1997, 1999, and 2001, which identify the Kraljevac Property as the Accused's home address.[48] Moreover, according to a 7 July 2004 certificate of residence issued for the Accused's spouse, the

[45] Registry Policy, Section 5(a).
[46] Registry Policy, Section 4.
[47] According to information set forth in para. 63 of this Appendix, the Kraljevac Property was constructed in two parts. While one part is numbered "35", the other part is numbered "35A and/or 37", depending on the institution where the data is recorded.
[48] The following documents identify the Kraljevac Property as the Accused's home: a document dated 11 February 1995 entitled "The Public Sale Record", relating to the Accused's purchase of a yacht; a 13 February 1995 invoice relating to the Accused's purchase of the yacht; a document dated 13 February 1995 entitled "Registry Attestment", concerning the Accused's purchase of the yacht; a document dated 1 December 1995 entitled "Declaration on the Coordination of the [Oktavijan] Limited Liability Company with [the] Law on Companies of Croatia"; a document issued in 1997 entitled "Tax on Property Sales for 1997", relating to the Accused's purchase of a garage at Ilica 109 in Zagreb, Croatia; a document issued in 1997 entitled "1997 Property Sales Tax", addressing the Accused's acquisition of a garage at Gotalovečka 3 in Zagreb, Croatia; a document dated 6 December 1999 entitled "Current Account Contract", concerning a bank account held by the Accused at Privredna Banka d.d. in Zagreb, Croatia; a document dated 10 October 2001 entitled "Decision on Increasing the Basic Capital"; a document dated 10 October 2001 entitled "Decision on Changes to the Founding Statement"; and a document dated 10 October 2001 entitled "Declaration on Taking over the Basic Investment Capital in [Oktavijan]". Moreover, since December 1995, Kraljevac 35 has been consistently listed as the address for Oktavijan, a company founded by the Accused in 1994, including with respect to a Land Register extract dated 4 January 2007, for property that was transferred from the Accused to Oktavijan.

Kraljevac Property, in particular the Kraljevac 35, has been her registered residence continuously since 22 January 1996.

45. With respect to the Accused's present use and enjoyment of the Principal Family Home, the Accused has resided there during periods of provisional release, while he was staying in Zagreb, from September 2004 until the start of trial in April 2006, during summer and winter recesses during trial, and since December 2011 following the conclusion of closing arguments at trial. The Accused has acknowledged that he does not pay the registered owner of the Kraljevac Property any rent in order to reside there.[49] Furthermore, the Accused has stated that he is responsible for paying living expenses incurred at the Kraljevac Property.[50]

46. The Registrar is satisfied that the Accused has been a habitual resident of the apartments at Kraljevac 35 and Kraljevac 35A. Further, as indicated above, it is worth noting that Kraljevac 35, Kraljevac 35A, and Kraljevac 37 are officially part of the same location. According to the Accused's counsel, the Kraljevac Property was constructed in two parts, while one part is numbered "35", the other part is numbered "35A and/or 37" depending on the institution where the data is recorded.[51]

47. Based on the foregoing, and considering his continued use and enjoyment of the residence, the Registrar is satisfied that the Principal Family Home of the Accused is the Kraljevac Property.

authors remark: ARE NOT!

c. Legal Title to the Kraljevac Property

i. Kraljevac 35

48. The Kraljevac 35 Section was constructed pursuant to a building permit acquired by the Accused on 10 May 1972.

49. According to the Croatian authorities, the section of the Kraljevac Property which carries the street number "35" is comprised of four apartments: 1) a two-room basement apartment with a surface area of 50.65 m² ("Basement Apartment"); 2) a four-room mezzanine apartment with a surface area of 97.60 m² ("Mezzanine Apartment"); 3) a four-room ground floor apartment with a surface area of 104.27 m² ("Ground Floor Apartment"); and 4) a four-room attic apartment with a surface area of 95.78 m² ("Attic Apartment").

[49] See February 2006 Reply, page 10, where, in response to the question, "[d]o you now reside at the Kraljevac Property? If yes, do you pay any rent or other fees in consideration for doing so and to whom do you make these payments […]", the Accused stated, in relevant part: "I only pay the overhead costs and nothing else to the owner, Nikola [Babić Praljak, his stepson]". See also *Prosecutor v. Prlić et al.*, Case No. IT 04 74 PT, Confidential and *Ex Parte,* Slobodan Praljak's Submission regarding Trial Chamber's 17 May 2006 'Order to Comply with Decision on Assignment of Counsel', 14 June 2006 ("June 2006 Submission"), p. 3, Annex A, where the Accused states: "[y]es, I do reside in the house in Kraljevec 35 now […] I do not pay the rent".

[50] See fn. 49 *supra*; See also page 3 of Annex A to the June 2006 Submission where, in relation to the Accused's occupancy at the Principal Family Home, the Accused states in the relevant part: "I pay for all belonging communal expenses. Please find enclosed several bill examples for electricity, water and draining that I settle, although the bills are titled to Zoran Praljak, dating from the period the house was in construction, when the connections were contracted". In this context, it is noteworthy that legal title is vested in Mr. Nikola Babić Praljak, the Accused's stepson, the utility bills are in Mr. Zoran Praljak's name (the Accused's brother), with the balances being paid by the Accused.

[51] December 2004 Response, pp. 1 2.

50. Legal title to the Kraljevac 35 Section was registered in the Accused's name in the Land Registry of Croatia ("Land Registry") as of 15 July 1994. Pursuant to a deed of gift dated 27 September 1994, which the Accused concluded with his mother, Ms. Filomena Praljak, the Accused transferred legal title to the Basement Apartment, the Mezzanine Apartment, and the Attic Apartment (collectively "Three Apartments at Kraljevac 35") to his mother ("1994 Kraljevac Deed of Gift"). Legal title to the Three Apartments at Kraljevac 35 was registered in the name of Filomena Praljak in the Land Registry as of 10 November 1994.[52] Legal title to the remaining apartment in the Kraljevac 35 Section – the Ground Floor Apartment – was registered in the names of Messrs. Hrvoje and Domagoj Šošić as of 10 November 1994. As such, the Ground Floor Apartment is not included in the assessed equity of the Accused's Principal Family Home.

51. The Accused's mother died intestate on 27 August 1998. Thereafter, inheritance proceedings were instituted before the Zagreb Municipal Court ("Municipal Court"). On 28 April 1999, the Municipal Court issued an inheritance decision, according to which the Accused, his brother Mr. Zoran Praljak, and his sister Ms. Tanja Kesić, were designated as the legal heirs ("Inheritance Decision"). According to the Inheritance Decision, Mr. Zoran Praljak and Ms. Tanja Kesić waived their statutory shares of the respective estate in the Accused's favour. Therefore, the Accused acquired, *inter alia*, legal title to the Three Apartments at Kraljevac 35. Legal title to the Three Apartments at Kraljevac 35 was subsequently registered in the Accused's name in the Land Registry as of 1 October 1999.

52. Following the registration process outlined above, the Accused transferred legal title to the Three Apartments at Kraljevac 35 to his spouse, Ms. Kaćuša Praljak, pursuant to a deed of gift which was dated 6 February 2002, but which was not notarised until 29 March 2004 ("2002 Kraljevac Deed of Gift"). The Registrar considers that the date on which a contract is notarised is a reliable indication of the date on which the contract was concluded. Therefore, the Registrar is satisfied that the 2002 Kraljevac Deed of Gift was concluded on or about 29 March 2004. Further, the Registrar highlights the proximity of this uncompensated transfer to the public indictment of the Accused on 3 April 2004 by the Prosecutor of the Tribunal.[53] As counsel acknowledged in open court soon after the Accused's transfer to the Tribunal, "[i]t was common knowledge in Croatia for quite a long time that this indictment could well be issued. Mr. Praljak has been aware for a long time that [the] investigation is targeting him and that an indictment is very likely."[54]

53. Thereafter, the Accused's spouse immediately transferred legal title to the Three Apartments at Kraljevac 35 to the Accused's step-son, Mr. Nikola Babić-Praljak, pursuant to a deed of gift dated 1 April 2004 ("2004 Kraljevac Deed of Gift"). Legal title to the Three Apartments at Kraljevac 35 was registered in the name of Nikola Babić-Praljak with the Land Registry as of 10 May 2004.

54. As of today, the ownership of the Three Apartments at Kraljevac 35 Section remains unclear. According to the extract of the Land Registry for the house at this address,[55]

authors remark: I'm not interested in that

[52] The Three Apartments at Kraljevac 35 comprised a grand total of 244.03 m^2.
[53] In this context, the Accused's continued contention that his financial affairs prior to his being indicted have no bearing on his current ability to remunerate counsel are entirely self serving. See, for instance, para. 13 of his Request for Assignment of Counsel where he submits: "The financial situation of the defendant before he was actually indicted before the Tribunal is therefore irrelevant".
[54] Transcript of 19 July 2004, p. 80, Case No. IT 04 74 PT.
[55] See http://e izvadak.pravosudje.hr/. This website is provided by the Croatian Ministry of Justice, where any person can have access to the Croatian Land Registry to check the ownership status of real estates entered in any of the

Mr. Nikola Babić-Praljak sold the "Mezzanine Apartment" and "Attic Apartment"[56] to Mr. Petar Kvesić from Zagreb, Croatia pursuant to a sale contract of 4 December 2006. Mr. Nikola Babić-Praljak remained sole owner of the "Basement Apartment". According to the information of the Land Registry, this apartment was encumbered with a mortgage of €50,000.00 as of 6 February 2009, which Mr. Nikola Babić-Praljak obtained with the Zagrebačka Banka D.D.

55. During the period of investigation, and preparation of this Appendix, information came to the attention of the Registry with respect to the assets of the Accused. Accordingly, on 29 March 2011, the Registry requested official information by the Croatian authorities with respect to the following documents:

a) A certified copy of the sale contract[s] pursuant to which Mr. Nikola Babić-Praljak sold the two apartments at Kraljevac Property, including the applicable property sales tax receipt[s], a certified copy of Credit Contract no. 3215623465 with the Zagrebačka Bank D.D., and a certified copy of entry for the Kraljevac Property from the property records of the Town of Zagreb Cadastral Municipality.

b) A list of natural and legal persons registered at the address Kraljevac 35, 35a or 37 as of 1 January 2004 until present.

c) Information regarding the current registered place of residence of Mr. Nikola Babić-Praljak and his family[57] as well as any relevant title deed and purchase contract for the registered place of residence.

56. On 13 September 2011, Croatian authorities provided[58] a list of registered inhabitants and an outdated certified copy of the entry for the Kraljevac Property, reflecting the ownership as it was on 29 March 2007, at a time when the alleged transfers of the two apartments were not yet registered with the Land Registry. The Croatian authorities did not provide any of the other requested documents in this regard, as the Croatian Tax Administration could not "undoubtedly identify Mr. Nikola Babić-Praljak due to the missing unified identity number."[59]

57. With respect to the list of natural persons registered at address Kraljevac 35, 35a or 37 as of 1 January 2004 until present, the Croatian authorities provided a list which still includes the spouse of the Accused Ms. Kačuša Praljak, whose landlord is Mr. Nikola Babić-Praljak, and Mr. Petar Kvesić as the owner of the apartment, as well as his son Mr. D S – K.[60] The authorities confirmed that Mr. Nikola Babić-Praljak and his family are

cadastral municipalities in Croatia. Data are available online and are constantly updated. It is noted, however, that the Croatian Ministry of Justice classifies the information contained on the website as unofficial and the Registry treats it accordingly.

[56] See paragraph 49.

[57] Mrs. Karmen Babić Praljak, children K B P and G B P.

[58] 13 September 2011 letter of the Republic of Croatia, Ministry of Justice, Office for Cooperation with International Criminal Tribunals.

[59] It must be noted that so called "unified identity number" for Mr. Nikola Babić Praljak is incorporated in the extract from the court register for Oktavijan, which was one of the documents that has been provided by the Croatian authorities on 13 September 2011.

[60] Besides Ms. Kačusa Praljak, Mr. Petar Kvesić (1950), and his son Mr. S K D (1997) five additional persons are registered on this address: Ms. Katarina Mikić Šošić (1975), whose landlord is Šošić Domagoj, Šošić Domagoj (1967) who is registered as a co owner of one apartment (see paragraph 50), Š N (2010) son of

registered at the new address Istarska 60, Zagreb as of 2006/2007.[61] However, it is interesting to note that according to the official register with the Ministry of the Interior, Mr. Nikola Babić-Praljak, his wife and older daughter were never officially registered at the Kraljevac property which is in direct contravention of the claims by the Accused. [62]

authors remark: I wasn't claiming that they were registered

58. Accordingly, the Registry is not in a position to confirm or deny the above mentioned transfer of Mr. Nikola Praljak-Babić's ownership over the "Mezzanine Apartment" and "Attic Apartment" at Kraljevac Property and the mortgaging of the "Basement Apartment" in the amount of €50,000.00, allegedly held by Zagrebačka Bank. The Accused himself in his subsequent letters[63] declined to inform the Registry of any change to the ownership or any other information regarding the status of the Three Apartments at Kraljevac 35.

ii. Kraljevac 35A

59. According to the Croatian authorities, the Kraljevac 35A parcel has a surface area of 502 m². This parcel of land was purchased in the name of the Accused's brother, Mr. Zoran Praljak, according to a contract dated 17 October 1994. Pursuant to a deed of gift dated 27 September 1995, Mr. Zoran Praljak transferred legal title to the Kraljevac 35A parcel together with a house built on this parcel to the Accused's mother, Ms. Filomena Praljak.[64] It should be noted that this deed of gift was not notarised until 28 September 1999; this is noteworthy due to the fact that the mother of the Accused, the beneficiary of the deed of gift from Mr. Zoran Praljak, passed away on 27 August 1998.

60. Following the death of his mother on 27 August 1998, the Accused acquired legal title to the Kraljevac 35A Section pursuant to the Inheritance Decision. Legal title to the Kraljevac 35A Section was registered in the Accused's name in the Land Registry as of 1 October 1999 (at the same time as the Three Apartments at Kraljevac 35).

61. As with the Kraljevac 35 Section, the Accused transferred legal title to the Kraljevac 35A Section to his wife, Ms. Kaćuša Praljak, pursuant to the 2002 Kraljevac Deed of Gift which was later notarised on 29 March 2004, directly before the issuance of the Accused's indictment. Thereafter, Ms. Kaćuša Praljak immediately transferred legal title to the

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Mr. Domagoj Šošić, Mr. Sulić Pero (1928) whose landlord is Mr. Šošić Domagoj, and Ms. Žičkar Andrea (1990) whose tenancy right is not explained.

[61] Mr. Nikola Babić Pralajk is registered at Istarska 60 as of 19 February 2007. His spouse is registered as of 6 October 2006 pursuant to the sale contract of that property. Their children are registered as of 9 August 2007.

[62] In the December 2004 Response, the Accused's counsel indicated that Mr. Nikola Babić Praljak and his wife and daughter were residents of an apartment at Ilica 109 in Zagreb, Croatia. However, in the correspondence of 15 September 2005 ("September 2005 Correspondence"), the Accused's counsel indicated that Mr. Nikola Babić Praljak and his family had moved to the Principal Family Home. See February 2006 Reply, p. 10, in response to the question "[d]o you now reside at the Kraljevac Property? If yes, do you pay any rent or other fees in consideration for doing so and to whom do you make these payments […]", the Accused stated in the relevant part: "I used to live in that house and I still live there with my wife, her son, her daughter in law and her granddaughter but in separate households". This information is not confirmed by the Croatian authorities in their 13 September 2011 letter. According to the official register with the Ministry of the Interior, Mr. Nikola Babić Praljak, his wife and older daughter resided as of 2002 until they changed their residence to Zagreb, Istarska 60 in 2006/2007 at the address Zagreb, Ilica 109 in the apartment owned by his mother Ms. Kaćuša Praljak.

authors remark: To reside and to be registered at is not the same thing

[63] Letters of 15 February 2007, 27 February 2007, 23 April 2007, 11 July 2007, 22 August 2007, 27 March 2009, 29 April 2009, 4 May 2009, 17 October 2009, 29 October 2009, 25 January 2010, 5 February 2010, 7 June 2010, 6 September 2010 and 18 October 2010 .

[64] It should be noted that the records indicate that the house at Kraljevac Property was constructed between 1994 and 1999. While no documentation has been obtained which details the construction *per se*, the Inheritance Decision specifies that the parcel of land includes a house is implicated in the transfer.

Kraljevac 35A Section to her son, Mr. Nikola Babić-Praljak, pursuant to the 2004 Kraljevac Deed of Gift. Just as with the Kraljevac 35 Section, legal title to the Kraljevac 35A Section was then registered in Mr. Nikola Babić-Praljak's name in the Land Registry as of 10 May 2004.

62. Currently, legal title to the Kraljevac 35A Section is still registered in the name of Mr. Nikola Babić-Praljak according to the updated certified entry to the Land Registry provided with the 13 September 2011 communication by the Croatian authorities.

iii. Kraljevac 37

63. As discussed previously, and according to the Accused's counsel, the Kral evac Property was constructed in two parts: one part is numbered "35", and the other part is numbered "35A and/or 37" depending on the institution where the data is recorded.[65] However, the records indicate that these parcels are legally part of the same property. As such, the Registry considers that the analysis above related to the legal title of Kraljevac 35A is equally applicable to Kraljevac 37. When the parcel is described as Kraljevac 37 the chain of title remains as described.

d. Legal Framework

64. In accordance with Article 10(A) of the Directive, the Registrar includes an asset in the disposable means of an applicant for legal aid, even where the applicant is not the registered owner of the asset, as long as the Registrar is satisfied, on the balance of probabilities, that the applicant "enjoys" or "freely disposes" of the asset as a true owner of the asset would. However, according to Section 5(a) of the Registry Policy, only the equity of the Principal Family Home which exceeds the reasonable needs of the applicant and the members of his household will be included in the applicant's disposable means.

65. Pursuant to Section 5(f) of the Registry Policy, the Registrar also includes in the applicant's disposable means assets previously owned by the applicant, his spouse, or persons with whom he habitually resides, where any interest in such asset is assigned or transferred to another person for the purpose of concealing it. The jurisprudence of the Tribunal has reaffirmed that if an applicant has enlarged a family member's – or anyone else's – "assets to avoid his obligations under the Directive, or in general to conceal or obfuscate the extent of his own assets", the Registrar is entitled to take those assets into account.[66] As such, the Accused is incorrect in asserting that his financial circumstances prior to his indictment are irrelevant for the purpose of assessing his ability to remunerate counsel.[67] Moreover, "A visible transfer of assets into the hands of someone the Accused considers immune from the Registry's claims, and for no consideration, falls well within the meaning of concealing".[68]

[65] December 2004 Response, paras. 1 2.
[66] Kvočka Appeal Decision, para.47. See also Krajišnik Decision, para. 22.
[67] See fn. 53 *supra.*
[68] Reference to confidential *ex parte* decision in a different case before the Tribunal can be provided by the Registry upon order by the Tribunal; See also Krajišnik Decision, para. 22. See also Review Decision, para. 20, which states: "[t]he Chamber specifically pays attention to the issue of the reasonable suspicion of the disposal of legal ownership of assets worth millions of dollars for no known consideration. Under the circumstances known to the Registry, including the information given by the Accused, in an attempt to 'pierce the veil', the Registry could consider the material in relation to those transactions 'relevant' for the purposes of assessing the indigence of the Accused".

e. Discussion

66. The Registrar notes that the transfers of the Kraljevac Property were made to close family members of the Accused and for no consideration. In addition, the Accused's use and enjoyment of the Principal Family Home was unaffected by the 2002 and 2004 Kraljevac Deeds of Gift. In particular, and as noted above, the Accused's use of the Principal Family Home as a residence dates back to 29 January 1981.[69] The Accused continues to reside there without paying rent and has claimed responsibility for paying its operational expenses.[70] However, the Accused omitted the Principal Family Home from his Declaration of Means, which he submitted to the Registry in September 2004.

67. Though the motive behind the transfer is not the determining factor, the Registrar has considered the Accused's claim that he held legal title to the Principal Family Home solely to facilitate the transfer of the property from his mother to his step-son to avoid incurring certain taxes.[71] However, the Registrar considers that if this were true, the Accused would have divested himself of legal title to the property soon after acquiring it. Instead, after re-acquiring legal title to the Principal Family Home in April 1999, the Accused continued to hold title to the Principal Family Home as the registered owner for almost five years, before concluding the 2002 Kraljevac Deed of Gift with his spouse on 29 March 2004. His spouse thereafter immediately transferred the property to her son on 1 April 2004. The conclusion of these transfers was not until the time immediately preceding the public issuance of the Indictment against the Accused, the issuance of which, according to his counsel, the Accused was aware in advance.[72] The Principal Family Home was then registered in the name of the Accused's step-son on 10 May 2004. The Registrar is satisfied that the

[69] See para. 44 *supra*.
[70] See fn. 49 50 *supra*.
[71] In correspondence dated 6 August 2005 ("August 2005 Correspondence"), the Accused stated: "[s]he, my mother, became the owner of the house at Kraljevac 35a, she wanted and wished to leave this house to my foster son Nikola Babić Praljak […] [i]f Filomena Praljak wanted to give the house to Nikola Babić Praljak, and they are not in any formalised family relation, then on this house, the donated house […] a significant real estate transfer tax amount should be paid […] [if] Zoran Praljak donates the house in question at Kraljevac; Filomena Praljak donates the house to her son Slobodan Praljak, Slobodan Praljak donates the house to his wife Kaća Praljak and she donates it to her son Nikola Babić Praljak. It is legal and the tax doesn't have to be paid". In the 15 November 2005 Response, the Accused stated: "[t]he house at Kraljevec 35a (37) is not mine. I did not build it nor did I finance its construction. I have sent you specific documents about this. At one point, because of reasons of taxation, I was the owner of that house, but without any right to keep it. I just fulfilled the will and wish of my late mother". At p. 9 of the February 2006 Reply, in response to the question "[h]ave you ever had an ownership interest in residential property/residential properties at Kraljevac 35/35a in Zagreb, Croatia […]", the Accused stated in relevant part, "[i]f Zoran [Praljak] gave the house to Nikola [Babić Praljak] as a gift, as decided by Fila [Praljak], he would have had to pay 5% turnover tax and in order to avoid that, the house was made over as a gift in the following order: Dr Zoran [Praljak] Fila [Praljak] Slobodan [Praljak] Kaća [Praljak] Nikola [Babić Praljak]". At p. 3 of Annex A to the June 2006 Submission, the Accused stated: "[i]t is apparent, based on the land register extracts, that I was registered as formal owner of the part of the house in Kraljevac 35. (not 35A (37)). My late mother Filomena Praljak financed the construction of the house (the construction lasted more than 15 years) and the house was registered into the land register on 15 July 1994 in my name because the construction permit was issued to me […] on 10 November 1994, I transmitted formal ownership of my portion of the Kraljevac 35 house to my mother because she had asked me to, for it was her money the house had been built with. After my mother's death, according to her last wish, the same part of this house in Kraljevac 35 (not 35A (37)) should have belonged to [Nikola Babić Praljak]. It could have been done (without paying transfer taxes) in the following way: [Filomena Praljak] > [Slobodan Praljak] > [Kaća Praljak] > [Nikola Babić Praljak]".
[72] The indictment was served on the Accused on 31 March 2004 and was filed publicly on 3 April 2004. The 2002 Kraljevac Deed of Gift was concluded on or about 29 March 2004. The 2004 Kraljevac Deed of Gift was concluded shortly thereafter. Both Deeds of Gift were reported to the Tax Administration on 5 May 2004. The timing of these transactions also coincided with actions the Accused undertook to conceal his ownership interest in two limited liability companies, discussed *infra.*

registration of the Principal Family Home in the Accused's name for such a lengthy period of time, the absence of consideration being paid for the transfer of the property, and the payment by the Accused of all operational expenses are inconsistent with the Accused's claim that the transfers were effected for the purpose of avoiding taxation. Indeed, the Registrar finds it reasonable to conclude that the Accused continues to have direct enjoyment of Principal Family Home, or in alternative the proceeds stemming from the eventual disposal of the two apartments in Kraljevac 35 Section, and that the asset was transferred to his step-son solely for the purpose of concealing the Accused's true ownership.

68. On the balance of the probabilities, and considering all of the evidence available, the Registrar believes that the transfer of the Kraljevac 35 Section to the Accused's mother by way of the 1994 Kraljevac Deed of Gift does not reflect intent to make a donative transfer. Rather, the evidence available demonstrates that this transaction facilitated the Accused's objective of obtaining a property located at Ilica 109 in Zagreb, Croatia ("Ilica 109 Property").[73] As the Accused had obtained tenancy rights for the Ilica 109 Property from the Croatian Ministry of Defence prior to 16 October 1995,[74] which rights were contingent upon the prospective purchaser not owning another vacant house or flat in the same place of residence (i.e., Zagreb),[75] the Registrar finds it reasonable to conclude that the Accused intended to purchase the Ilica 109 Property from that point in time. Further, the Registrar considers that this also explains why the Kraljevac 35A Section was initially registered in the name of the Accused's brother; while the Accused eventually obtained transparent legal ownership of the Kraljevac 35A Section by way of the Inheritance Decision in 1999, being registered as the owner of that property at an earlier stage would have precluded him from purchasing the Ilica 109 Property. Accordingly, there is a reasonable basis to believe that having the Kraljevac 35A Section titled in his brother's name from the initial point of purchase veiled the Accused's true stake in the property.

69. Based on the foregoing, the Registrar is satisfied that the Accused's transfer of the Principal Family Home to his spouse, and her subsequent transfer of the property to her son (the Accused's stepson), Mr. Nikola Babić-Praljak, immediately preceding the public issuance of the indictment against him, was done to conceal or obfuscate the Accused's true ownership of the property. Accordingly, and considering Section 5(f) of the Registry Policy, the Registrar considers it reasonable to take into account the Accused's ownership of the Principal Family Home.

70. Therefore, the Registrar includes the Principal Family Home in the Accused's disposable assets in accordance with Sections 5(a) and 9 of the Registry Policy.

[73] The Ilica 109 Property will be discussed in further detail in Section II A/1A 2a of this Appendix.
[74] The exact date of the Accused's tenancy right over Ilica 109 Property is not known to the Registry. However, pursuant to a contract of sale and purchase for Ilica 109 Property between the Accused and the Croatian Ministry of Defence dated 18 March 1996, 16 October 1995 is the date when the Accused requested the Ministry of the Defence to purchase the Ilica 109 Property.
[75] According to Article 6 of the 18 March 1996 purchase agreement between the Accused and the Ministry of Defence (for the purchase of an apartment at Ilica 109 in Zagreb), it was stipulated that the buyer agreed that the contract shall be terminated if it were subsequently established that they buyer in fact owns a vacant house or a flat in the same place of residence, or if he had previously purchased another flat under the Law on Sale of Flats Subject to Tenancy Rights (Official Gazette no. 34/92, 69/92, 25/93, 2/94, 44/94 and 58/95).

f. Application of Sections 5(a) and 9 of the Registry Policy

71. Under Section 5(a) of the Registry Policy, the equity in the Principal Family Home may be included in the Accused's disposable means to the extent that the property exceeds the reasonable needs of the Accused and the persons with whom the Accused habitually resides. The Principal Family Home will exceed the reasonable needs of the Accused and the persons with whom the Accused habitually resides if it is of greater value than the average family home in the region in which it is located.

72. According to the Tax Administration, the Principal Family Home measures 649.63 m² and has a value of HRK 5,537,463.39 or €737,124.00.[76] Although the Registrar invited the Accused to submit an appraisal of the Kraljevac Property by a court-appointed expert, the Accused has continually refused to do so. In the absence of such an appraisal, the Registrar considers the estimate of the Tax Administration to be the most reliable indication of the value of the Principal Family Home.[77] Further, it should be noted that this appraisal excludes the value of all common areas which are part of the Kraljevac Property. Such an approach results in a valuation which is necessarily decreased to some degree, and is therefore favourable to the Accused.

73. As indicated above, the Accused's step-son Mr. Nikola Babić-Praljak was never officially registered at the Kraljevac Property along with the Accused and his spouse and his own wife and two daughters. The Registry notes that as of 2007 the family of Mr. Nikola Babić-Praljak is registered at an address different to the Principal Family Home of the Accused. Pursuant to Registry Policy, the Registry takes into account the reasonable needs of the Accused and his spouse as the members of his household in determining the equity valuation of the Principal Family Home.

74. The extent to which the Principal Family Home exceeds the reasonable needs of the Accused and the persons with whom he habitually resides is calculated according to the formula in Section 9 of the Registry Policy:

(V/LS) x LSE - EN = E

Where:

V represents the valuation of the Principal Family Home – in the present case, €737,124.00

LS represents the living space in square meters in the Principal Family Home – in the present case, 649.63 m².

[76] Residential building, Kraljevac 35 three apartments in a four level building, total useful surface of three apartments is 244.03 m^2 and value of HRK 2,337,685.39, i.e. 9,579.00 HRK/m^2 and Residential building, Kraljevac 35a a four level building with a garage, total surface of 405.60m^2 and value of HRK 3,199,778.00, i.e. 7,889.00 HRK/m^2. The competent Zagreb branch office of the Zagreb Regional Office of the Tax Administration appraised the market value of the Principal Family Home on 11 January 2006 and 19 May 2006; the market value of the property was established as it would be for the purpose of establishing the property sales tax base, in accordance with Article 5 of the Law on Property Sales Taxes (Official Gazette, no. 69/97, 26/00 and 153/02) for the purpose of property transactions (purchases, sales, donations etc.).

[77] Updated information on the value of the Principal Family Home was not provided by the 13 September 2011 letter of the Croatian authorities.

EN represents any encumbrances registered against the Principal Family Home – in the present case, zero (€0).

ALS represents the average number of square meters of living space per person in the state in which the Accused's Principal Family Home is located. In the present case, ALS is 24 m², according to information obtained from the official site of the Central Bureau of Statistics of the Republic of Croatia.[78]

M represents the number of persons who habitually reside with the Accused. In this case, M is two (2), the Accused and his spouse, Ms. Kaćuša Praljak.

LSE represents the living space in the Principal Family Home which exceeds the average living space for the number of persons who habitually reside in the property in the state in which it is located, according to official documentation of the governments within the Former Yugoslav Republics. In the present case, LSE amounts to 601.63 m².

LS – (ALS x M) = LSE
649.63 - (24 x 2) = 601.63 m²

LSE = 601.63 m²

E represents the equity in the Principal Family Home which exceeds the reasonable needs of the Accused and the members of his household. This amount is included in the Accused's disposable means in accordance with Section 5(a) of the Registry Policy. In the present case, there is €682,659.00 of equity which exceeds the reasonable needs of the Accused and the members of his household.

Application of the Formula:

$$€737,124.00 \times \frac{601.63}{649.63} = €682,659.22 \approx €682,659.00$$

E= €682,659.00

g. Furnishings Contained in the Principal Family Home

75. In determining the Applicant's disposable means, the Registry includes "the equity in furnishings contained in the principal family home and owned by the applicant, his spouse, or the persons with whom he habitually resides" which exceed their "reasonable needs".[79] In particular, furnishings will be deemed to exceed the habitual residents' reasonable needs if they are "luxury items of extraordinary value", such as art or antique collections.[80]

76. The Accused has claimed that he does not own the furnishings in the Principal Family Home.[81] However, the Registry has been unable to confirm this statement. During the on-

[78] According to the Census of Population, Households and Dwellings dated 31 March 2001, conducted by the State Statistical Institute of Croatia and obtained from the State Statistical Institute of Croatia website (http://www.dzs.hr). This is the most current information available to the Registrar.
[79] Registry Policy, Section 5(b).
[80] *Ibid.*
[81] In the December 2004 Response, the Accused stated, via his counsel: "The Kraljevac building is fully furnished and the inventory of the house is mainly the property of the owner of the house, Mr. Nikola Babić Praljak. Mr. Praljak does

site Article 9 Inquiry performed at the Principal Family Home on 31 January 2005, the Accused did not allow the Registry Investigator to inspect the interior of the property or to take photographs thereof. Such activities (i.e., inspection, photographing, etc.) represent standard Registry procedure during an Article 9 Inquiry.

authors remark: That is not correct!

77. Although the burden remains on the Accused to prove his indigence, at the present time, the Registrar has insufficient information to make any assessment with respect to the equity in furnishings which may be contained in the Principal Family Home to be included in the Accused's disposable means.[82]

h. Conclusion

78. Based on the foregoing, the Registrar includes €682,659.00 of equity in the Principal Family Home in the Accused's disposable assets. Accordingly, this amount will be considered in the overall calculation of the Accused's disposable means.

2. Other Real Property Assets

79. In determining the Applicant's disposable means, the Registry includes "the equity in any other assets, not listed in Section 6 [of the Registry Policy], owned by the applicant, his spouse, or the persons with whom he habitually resides".[83] Section 6 of the Registry Policy provides, *inter alia*, that the equity in assets owned by an applicant's spouse that do not constitute marital property is to be excluded from an applicant's disposable means. However, any assets previously owned by an applicant or his spouse that are transferred for the purpose of concealing those assets are to be included in an applicant's disposable means.[84]

a. Ilica 109 Apartment & Garage

i. Purchase of the Property at Ilica 109

80. The Accused purchased the Ilica 109 Property pursuant to a contract dated 18 March 1996. In this regard the Accused also purchased a garage to accompany the apartment pursuant to a contract dated 26 September 1997. Collectively, the apartment and garage are referred herein as the "Ilica 109 Property".

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not possess any collection of weapons, pieces of art, coins or similar collections that would have some noticeable value. Mr. Slobodan Praljak is rather an ascetic person, a man without of preferences to collect material goods. He possesses numerous books, usually pocket editions. He does not have a single book of special or antique value, not even luxurious binding".

[82] The exclusion of the furnishings of the Principal Family Home in the Registrar's final calculation does not affect the Registrar's ultimate finding, as the Accused's assessed contribution far exceeds the total cost of his defence. As such, the decision not to incorporate the furnishings as indicated above does not prejudice the proper administration of public funds.

[83] Registry Policy, Section 5(e).

[84] Registry Policy, Section 6(e).

ii. Transfer of the Ilica 109 Property

81. The Accused transferred legal title to the Ilica 109 Property to his spouse, Ms. Kaćuša Praljak, pursuant to a deed of gift dated 27 February 2002 ("Ilica Deed of Gift").[85] In this regard, the Accused has claimed that the Ilica 109 Property is not joint marital property, but rather, belongs solely to his spouse.[86] In addition, the Accused claims that although he transferred the Ilica 109 Property to his spouse pursuant to a gift contract, he had already received consideration for the transfer.[87]

iii. Lack of Consideration Received for the Ilica 109 Property Transfer

82. In support of his claim of consideration, the Accused submitted an Annex alleged to have been concluded contemporaneously with the Ilica Deed of Gift ("Annex"), and a written statement given by his spouse on 25 August 2004 ("Written Statement"). The Annex is dated 28 February 2002, one day after the Ilica Deed of Gift. However, while the Ilica Deed of Gift was notarised on the same date, the Annex was not notarised until 1 September 2004, namely 13 days before the Accused submitted his Declaration of Means. According to the Annex and the Written Statement, the Accused's spouse sold an apartment located at Trg Francuske Republike 4 ("Francuske Republike Apartment") that she had acquired during her previous marriage and then transferred the proceeds from the sale to the Accused on the condition that the Accused transfer property to her at a later date.[88]

83. In order to demonstrate that the Francuske Republike Apartment was sold, the Accused submitted a contract entitled "Act of Sale" and dated 13 January 1996 ("January 1996 Contract"). According to the January 1996 Contract, the Francuske Republike Apartment was sold for DM 50,000.00. The property sales tax record on the Francuske Republike Apartment for the year 1996 indicates that the sales contract date was 13 January 1996, that the contracted price was HRK 186,000.00 (DM 50,158.00), and the value assessed by the tax authorities was HRK 223,398.00 (DM 60,243.00).[89]

84. However, despite the Registry's requests, the Accused has not provided any evidence supporting the assertion that he received consideration for the transfer of the Ilica 109

[85] The Accused and his spouse, Ms. Kaćuša Praljak, were married on 17 October 1996 in Zagreb, Croatia.
[86] In the November 2005 Response, the Accused stated, "[t]he flat at Ilica Street 109 belongs to my wife. It is not marital property because I gave that flat to my wife Kaća [Praljak] as a gift in return for the flat that she used to have on Francuske Republike Square in Zagreb which I, with her permission, sold and spent the money. We agreed that I would give her a flat in return. When the Ministry of Defence granted me tenancy rights to the flat at Ilica Street 109, I first had to pay about €30,000 to buy it out and then I repaid my debt to my wife and gave her the flat […]. Even if I had not been obliged to pay off my debt with a flat (or with something of an equivalent value), I had the right to give it as a gift".
[87] *Ibid.*
[88] Article 2 of the Annex states, "[t]he parties in question confirm, by agreement, that Kaćuša Praljak sold the apartment, where she resided at the address Trg Francuske Republike 4, as her own property, and that she handed over the complete amount as selling price to Slobodan Praljak". Article 3 of the Annex states, "[t]he parties in question confirm, by agreement, that Slobodan Praljak donates to Kaćuša Praljak the apartment, pointed out in article one of this Act instead of received resources return, pointed out in article two of this Act, with belonging interests rate". In her Written Statement the Accused's spouse states that she sold the Francuske Republike Apartment at the Accused's request and that the Accused was given the proceeds from the sale on the condition "that, in the future, whenever [the Accused would] be capable of [it], [the Accused] would donate [to her] any real estate whatsoever, which would be exclusively in [her] possession […]".
[89] Conversions into DM based on Croatian National Bank exchange rate in January 1996.

Property to his wife in the form of the proceeds of his wife's sale of the Francuske Republike Apartment.[90]

iv. Subsequent Sale of the Ilica 109 Property

85. In the September 2005 Correspondence, the Accused's counsel stated that the Accused's spouse sold the Ilica 109 Property to Mr. Tugomir Gverić on 21 June 2005. In support, the Registrar was provided with a "Precontract on Purchase of Real-Estate" signed by the Accused's spouse and Mr. Tugomir Gverić ("Pre-Contract"). Article 1 of the Pre-Contract provides that the parties were to conclude a final purchase contract, when payment would be effected for the sale of the Ilica 109 Property, no later than 21 June 2006. Article 3 of the Pre-Contract conditions the conclusion of the final purchase contract upon the buyer's payment of the purchase price of €162,500.00. In the September 2005 Correspondence, the Accused's counsel also indicated that Mr. Gverić had already taken possession of the Ilica 109 Property.

86. In the February 2006 Reply, the Accused claimed that a final purchase contract for the sale of the Ilica 109 Property was concluded and that he had spent the proceeds from the sale on the cost of his defence before the Tribunal.[91]

87. However, in his February 2007 Reply, the Accused stated that while his spouse, Ms. Kaćuša Praljak, had sold the Ilica 109 Property to Mr. Tugomir Gverić, Mr. Gverić needed additional time to make full payment on the property. The Accused enclosed a copy of the contract of sale of the Ilica 109 Property, dated 3 October 2006 ("Contract"). Articles 3 and 4 of the Contract provide that the fixed sale price of this property was HRK 730,000.00 (€97,174.55) and that the contracting parties confirmed that the price has been paid in full by the sale date of the Contract. The appended declaration of the Accused's wife further stated that the Contract was concluded on 3 October 2006 and that under said Contract, the sale price was paid in full. Accordingly, the assertion of the Accused in his February 2007 Reply directly contradicts his prior position conveyed in his February 2006 Reply; namely, that as of February 2006 he had already received the proceeds of the sale of the Ilica 109 Property from his wife and had spent said funds on his defence.

88. Property sales tax records for the Ilica 109 Property indicate that the property was sold to Mr. Tugomir Gverić pursuant to a contract dated 3 October 2006, for a sale price of

[90] For example, at para. 25 of the 11 January 2007 Opportunity to Comment Letter, the Registry expressly requested "[…] documentation which shows that it was you who received the proceeds from the sale of the Francuske Republike Apartment (i.e. bank statements confirming that the funds were transferred to you)". In response, the Accused provided a copy of the January 1996 Contract for the sale of the Francuske Republike Apartment, but no documentation pertaining to his receipt of the proceeds. See Accused's letter of 15 February 2007 ("February 2007 Reply"), para. 25 and Enclosure 1. authors remark: Which document?

[91] According to the February 2006 Reply at p. 11, the Accused states, "[i]n order for me to be on an equal footing with the Prosecutor at least to some degree, I spent the money I received from my wife who sold her flat and garage […]". In the 11 January 2007 Opportunity to Comment Letter at para. 22, the Registry confirmed its understanding that the Accused "claim[ed] that [he] ha[d] spent the funds from the alleged sale of the Ilica Apartment and Garage on the cost of [his] defence before the International Tribunal". The Accused was informed in the 11 January 2007 Opportunity to Comment Letter at para. 96 that the Registrar would "[…] make a determination on [his] ability to remunerate counsel based upon the findings set out above" and that if the Accused considered those findings "or any of the information upon which the findings are based to be inaccurate", he should inform the Registry and provide documentation in support of his claims. In para. 22 of his February 2007 Reply, the Accused responded to this particular assertion solely by stating "I claim".

HRK 730,000.00 or €97,174.55 ≈ €97,175.00. The same records also indicate that Mr. Gverić was due to pay the tax on the sale of the property.

89. In response to the Registry's request for supporting documentation and its inquiry into whether the sale proceeds from the Contract were available to the Accused, he replied that the Registry should ask his wife since it was her money.[92] Again, this assertion directly contradicts the Accused's previous position that he had already received and spent the proceeds from the Ilica 109 Property as of February 2006.

authors remark: That is not correct!

v. Legal Framework

90. In accordance with Article 10(A) of the Directive, the Registrar may take into account means of all kinds of which an accused has direct or indirect enjoyment or freely disposes, including the means of his spouse, provided that it is reasonable to take such means into account.

91. The Registrar considers that the equity in marital property, and property owned by an accused or his spouse which was transferred for the purpose of concealment, are to be included in an accused's disposable means.[93] The Registrar determines whether assets constitute marital property according to the marital property regime of the state in which an applicant and his spouse were wed or reside.[94]

92. Article 247 of the Croatian Family Law Act stipulates that "[m]arried couples may have property, marital property and personal property". Article 248 of the same Act stipulates that "[m]arital property is property that the married couple acquired through work during their marital union or is derived from such property".[95]

93. In addition, where an applicant transfers legal title to an asset to a close family member and for little or no consideration, this will constitute strong evidence that an applicant is the true owner of the asset, and that the transfer was made to conceal an applicant's ownership status.[96]

94. The Appeals Chamber of the Tribunal has affirmed the reasonableness of the Registrar's consideration of property registered in the name of an accused's spouse and other assets owned by a spouse paid for by means that an accused had freely disposed of.[97]

vi. Discussion

95. The Accused has not provided reliable substantiation to show that it was the Accused who received the proceeds from the sale of the Francuske Republike Apartment as part of an agreement with his spouse whereby he would transfer to her another apartment as consideration for said proceeds. A closing transaction for the sale of real property would necessarily involve the deposit or transfer of proceeds upon the sale. The Accused is unable

[92] See 20 July 2007 Opportunity to Comment Letter and the Accused's Reply letter of 20 August 2007 ("August 2007 Reply").
[93] Registry Policy, Sections 5(e), 5(f), and 6(e).
[94] Registry Policy, Section 6(e).
[95] Croatian Family Law Act Official Gazette no. 116/03, 17/04, 136/04,107/07 and 57/11, Articles 247 248.
[96] Krajišnik Decision, para. 22.
[97] *Prosecutor v. Milan Martić*, Case No. IT 95 11 PT, Decision on the Appeal of the Defence against Registry Decision dated 25 September 2002, 3 December 2002, at p. 2; Kvočka Appeal Decision, para. 47.

to provide any evidence of receipt, transfer, or deposit of said proceeds. Moreover, the Annex indicating that the proceeds of Kaćuša Praljak's personal property (i.e., Francuske Republike Apartment) would be given to the Accused in exchange for his later transfer of other property was allegedly made contemporaneously with the 2002 Kraljevac Deed of Gift. However, said Annex was not notarised until just before the Accused submitted his Declaration of Means more than two years later. Furthermore, it should be noted that the Ilica 109 Property was purchased prior to the marriage of the Accused and his spouse,[98] and therefore does not represent marital property of the Accused. The Ilica 109 Property only became "marital" property following the 2002 Ilica Deed of Gift. Accordingly, the Registrar finds that the Accused has not met his burden in showing that the Ilica 109 Property constitutes the non-marital property of his spouse, and further concludes that the Accused transferred his ownership of the Ilica 109 Property to his spouse for no consideration.

96. The Accused has claimed that the Ilica 109 Property was sold for his benefit and the proceeds were expended by him to pay for his defence.[99] However, the Registrar is not satisfied that the Accused has disposed of these funds as he claims. In the 11 January 2007 Opportunity to Comment Letter, the Registry requested that the Accused provide objective documentation to demonstrate that he had in fact incurred and paid the claimed costs of his defence. In his February 2007 Reply, the Accused declined to provide objective documentation of any legal fees or expenses paid. The Accused instead provided a letter from his counsel stating that, by special agreement on 29 September 2005, the Accused and his defence team agreed that as of 1 October 2005, his counsel and staff collectively demanded €90,000.00 in fees, that the Accused agreed to these demands, and that the Accused was obliged to pay the amounts due as soon as possible, but no later than 31 December 2008. However, this submission does not state that the Accused has paid any amounts thus far, or provide any documentation which would support such a conclusion.[100] Indeed, in his most recent correspondence, the Accused claims that this payment scheme has been deferred until 31 December 2010 pending a final decision by the Registry in regard to the Accused's request for remuneration of counsel.[101] As such, the Accused has acknowledged that this alleged debt to his counsel has yet to be paid.

97. As the Accused has claimed that the Ilica 109 Property was sold in order to fund his defence and that he freely disposed of those proceeds, and due to the fact that the Accused has not provided any objective evidence to support his contention that those funds were indeed used for the purpose of his defence, the Registrar concludes that it is reasonable to consider the proceeds in the Accused's disposable means. Further, the Registrar considers that the alleged circumstances surrounding the transfer and sale of the Ilica 109 Property indicate an attempt by the Accused to conceal his assets, thereby reducing any contribution he may have to make to fund his own defence.

98. Based on the foregoing, the Registrar is satisfied, on the balance of probabilities, that the Accused has direct or indirect enjoyment of the proceeds of the sale of the Ilica 109 Property, and that the asset was transferred for the purpose of concealing the Accused's true ownership.

[98] The Accused and his spouse, Ms. Kaćuša Praljak, were married on 17 October 1996 in Zagreb, Croatia.
[99] According to February 2006 Reply at p. 11.
[100] The Registrar will consider the amounts due to the Accused's defence team according to the submission of the Accused's counsel in assessing the Accused's liabilities, discussed *infra*.
[101] Verbal agreement (dated 2 November 2009) attached to the response of 5 February 2010.

vii. Conclusion

99. Based on the foregoing, the proceeds of the Ilica 109 Property are included in the Accused's disposable assets in the amount of €97,175.00. This amount will be considered in the overall calculation of the Accused's disposable means.

b. Čapljina House & Land

100. In determining the Accused's disposable means, the Registry includes "the equity in any other assets [that are readily disposable], owned by the applicant, his spouse, or the persons with whom he habitually resides".[102]

i. Ownership and Appraisal of Čapljina House & Land

101. The Accused has confirmed that he is the owner of a house and a plot of land with surface areas of 47 m² and 135 m², respectively ("Čapljina Property"). In his Declaration of Means the Accused claims that the Čapljina Property has a value of BCM 46,760.18. In support, the Accused supplied the Registrar with a 6 July 2004 appraisal of the property by Mr. Zoran Škobić, a court-appointed expert for construction business. In his appraisal, Mr. Škobić confirmed that the value of the Čapljina Property is BCM 46,760.18 or €23,907.46 ≈ €23,907.00.[103] The Registrar accepts Mr. Škobić's appraisal.

ii. Alleged Encumbrance of Čapljina House & Land

102. The encumbrance that the Accused has alleged is in place on the Čapljina Property will be dealt with below in the liabilities section.[104]

iii. Conclusion

103. As ownership of this asset in not in dispute, and in accordance with Section 5(e) of the Registry Policy, the Registrar includes **€23,907.00** of equity in the Čapljina Property in the Accused's disposable assets. This amount will be considered in the overall calculation of the Accused's disposable means.

c. Pisak House & Land

104. In determining the Applicant's disposable means, the Registry includes "the equity in any other assets [that are readily disposable], owned by the applicant, his spouse, or the persons with whom he habitually resides".[105]

i. Ownership and Appraisal of Pisak Property

105. The Accused has confirmed that he is the owner of a house and a plot of land in Pisak, Croatia, which measure 71.25 m² and 340 m², respectively ("Pisak Property"). In his Declaration of Means the Accused claims that the Pisak Property has a value of €32,643.75. In support, the Accused supplied the Registrar with a 15 July 2004 appraisal of the Pisak

[102] Registry Policy, Section 5(e).
[103] An Appraisal was provided by the Accused as an Appendix to his Declaration of Means.
[104] See paras. 219 to 225.
[105] Registry Policy, Section 5(e).

Property by Mr. Mirko Copić, a court-appointed expert for construction business. In his appraisal, Mr. Copić confirmed the value of the Pisak Property as €32,643.75 ≈ €32,644.00.[106] The Registrar accepts Mr. Copić's appraisal.

ii. Alleged Encumbrance on the Pisak Property

106. The encumbrance that the Accused has alleged is in place on the Pisak Property will be dealt with below in the liabilities section.

iii. Conclusion

107. As ownership of this asset in not in dispute, and in accordance with Section 5(e) of the Registry Policy, the Registrar includes **€32,644.00** of equity in the Property in Pisak in the Accused's disposable assets. This amount will be considered in the overall calculation of the Accused's disposable means.

d. Radnička cesta Property

108. While the Radnička cesta Property is certainly to be considered as "Real Property", the Registrar finds it more appropriate to discuss and analyse this asset in the "Business Interests" section of this Appendix. This is because the initial purchase and financing, subsequent transfer, and capital improvements associated with the Radnička cesta Property are inextricably linked to the Accused's relationship with Oktavijan. Indeed, while the Accused later divested himself of his stake in Oktavijan, he was the sole owner and shareholder when the Radnička cesta Property was acquired.

2.A. Business Interests

109. In accordance with Article 10(A) of the Directive, the Registrar may include an asset in the disposable means of an applicant for legal aid, where the applicant is not the registered owner of the asset, so long as the Registrar is satisfied, on the balance of probabilities, that the applicant "enjoys" or "freely disposes" of the asset as a true owner of the asset would.

110. Where an applicant has held legal title to the asset at issue and subsequently disposed of the asset, the Registrar may disregard the transfer(s) pursuant to Section 5(f) of the Registry Policy if the Registrar is satisfied, on the balance of probabilities, that the asset was transferred for the purpose of concealing an applicant's true ownership of it.[107] An assessment of whether an applicant's true ownership of an asset has been concealed will require an examination of the circumstances surrounding the transfer, and the applicant's relationship to the asset prior to and following the transfer. In conducting such an analysis, in accordance with Article 10(B) of the Directive, the Registrar may also consider information relating to an applicant's enjoyment of other property and the applicant's apparent lifestyle. Where an applicant transfers legal title to an asset, to a close family member and for no consideration, this will constitute strong evidence that the applicant is the true owner of the asset, and that the transfer was made to conceal the applicant's ownership status.[108]

[106] Appraisal was provided by the Accused as an Appendix to his Declaration of Means.
[107] Registry Policy, Section 5(f).
[108] Reference to a Confidential *Ex Parte* decision in a different case before the Tribunal can be provided by the Registry upon order by the appropriate Chamber.

1. Oktavijan d.o.o.

a. The Founding of Oktavijan d.o.o.

111. The Accused founded Oktavijan as a limited liability trade company for the production and sale of films, which was entered into the Register of the Commercial Court in Zagreb on 30 December 1994. As of 1 December 1995, Oktavijan's basic capital was valued at HRK 36,600.00. Accordingly, as the sole member of Oktavijan, the Accused's business share in the company was equal to HRK 36,600.00.

112. On 10 October 2001, in his capacity as the sole member and founder of Oktavijan, the Accused issued the "Decision on Increasing the Basic Capital", further to which Oktavijan's basic capital was increased by HRK 38,071,197.37 (€5,067,878.80) to HRK 38,107,797.37 (€5,072,750.84). This increase was generated through the Accused's transfer to Oktavijan of his legal title to property at Radnička cesta 43 in Zagreb, Croatia ("Radnička Property"). Further, by way of a declaration dated the same day (10 October 2001), the Accused took over the increased amount of Oktavijan's basic investment capital and as such, owned the entire share of Oktavijan's basic capital, which totalled HRK 38,107,797.37 (€5,072,750.84).

b. Transfer of the Accused's Interest in Oktavijan

113. Through a contract on the transfer of business shares dated 20 October 2001, the Accused transferred his share of Oktavijan to his brother, Mr. Zoran Praljak. By the express terms of the contract, the Accused transferred 100% of Oktavijan's business shares to his brother for no consideration.[109]

114. Article 409 of the Companies Act of the Republic of Croatia provides that, "[i]f not otherwise specified in the memorandum of association, a company member's share in the business is determined according to its nominal amount."[110] When the Accused transferred his share of Oktavijan to Mr. Zoran Praljak, the company's operative memorandum of association was a document entitled "Decision on Changes to the Founding Statement [of Oktavijan]" ("Decision on Changes"). According to the Decision on Changes, which was already in force when the Accused transferred his share of Oktavijan to his brother, "[t]he business share of a member is determined by the size of the basic investment capital taken over".[111]

[109] The contract on the transfer of business shares in Oktavijan from 20 October 2001 stipulates in para. 1: "Slobodan PRALJAK from Zagreb, Kralejvac 35, JMBG: 0201945330231, is the sole member and owner of *OKTAVIJAN* d.o.o. for the production and sale of films, Zagreb, Kraljevac 35 and thereby 100% (a hundred percent) of the business shares of the company entered in the court register of the Commercial Court in Zagreb under MBS: 080198119, whose original capital of 38,107,700.00 Kuna (thirty eight million one hundred and seven thousand and seven hundred Kuna). Para. 2 continues: "With this contract on the transfer of a business share, Slobodan PRALJAK transfers 100% (a hundred percent) of the company business share to Zoran PRALJAK without compensation. Zoran PRALJAK hereby becomes the sole member and owner of the company of *OKTAVIJAN* d.o.o. for the production and sale of films."

[110] According to the Companies Act of Croatia, Official Gazette of the Republic of Croatia No.111/93, 34/99, 52/00, 118/03, 107/07,146/08 and 137/09.

[111] The Registrar notes that the English terms "basic investment capital" and "initial share" carry the same meaning and were translated from the same BCS term, "Temeljni Kapital".

115. As with the Decision on Changes, the new operative memorandum of association for Oktavijan issued by Mr. Zoran Praljak listed the corporate headquarters as "Kraljevac 35", the home address of the Accused.[112]

116. The Accused has claimed that the transfer to his brother Mr. Zoran Praljak merely facilitated the truly intended transfer of Oktavijan's basic capital to investors from Germany ("Alleged Financiers").[113] In the October 2005 Letter, the Accused identified Mr. Jure Zlatko Pušić as one of the Alleged Financiers but refused to identify the other Alleged Financiers.[114] Mr. Pušić has never been a registered owner of Oktavijan, nor is there any indication that he ever held a management position at the company. Further, he only acted on behalf of Oktavijan once, which was to facilitate the purchase of the Radnička Property as a so-called "straw-man" intermediary so as to disguise the Accused's true involvement from the Chromos - boje i lakovi d.d. ("Chromos") Supervisory Board. The Accused's involvement in this transaction was required to be disguised from the seller (i.e., Chromos) as he was a member of the Supervisory Board of Chromos at the time, and as such effected the purchase of the Radnička Property for Oktavijan as an "insider".

authors remark: Irrelevant!

authors remark: Incorrect!

117. As of 19 October 2010 the Accused's brother Mr. Zoran Praljak ceased to be Oktavijan's sole owner. According to the Decision on Changes to the founding statement of the company Oktavijan[115] the ownership was completely transferred to the closest family members of the Accused. In particular, Mr. Nikola Babić-Praljak became the main share holder with 51% share or a nominal amount of HRK 19,435,000.00 (€2,587,106.03). The minor share was transferred to Mr. Marko Praljak, Mr. Zoran Praljak's son and nephew of the Accused, with a 49% share or a nominal amount of HRK 18,672,700.00 (€2,485,631.84).[116] On 19 October 2010, the new address of the Oktavijan headquarters was announced in the court register as "Zagreb, Radnička 39."[117]

[112] Statement on Setting up of Oktavijan limited liability company for the production and sale of films, dated 20 October 2001.

[113] In the November 2005 Response, the Accused stated, "[t]he money that third parties sent from Germany to purchase [Chromos Boje i Lakovi d.d.] shares was used to purchase a plot of land in Zagreb […] [t]he money that was sent from Germany was not mine nor was the money with which the land was bought mine nor was I the owner of the plot of land that was entered as the capital stock of [Oktavijan] so I could not have been remunerated adequately when I handed [Oktavijan] over to the investors, that is to say, to the owners of the plot of land. It is true that these people are my friends, it is true that we go back to student days, it is true that they went to Germany early, it is true that they are successful in their business operations, it is true that I advised them to do this, it is true that I represented them in all legal and other affairs, it is true that I gave them my name and handed the company over to them, it is true that we concluded no contracts about this because we grew up at a time when a pledged word and a forty year long friendship were highly valued, etc." At p. 5 of the February 2006 Reply, the Accused stated, "[a]round 4,000,000.00 DM was paid for the land and I, on behalf of ['a group of men from Germany'], appeared as the buyer of half of it, with their money and for them. Half of the land purchased was sold to the Slovene company [Mercator] which built a supermarket on it […] [b]y agreement, I was supposed to register the remaining half of the property as basic capital in [Oktavijan] and then turn the company over to its real owners, the people with whose money the property was purchased […] [t]hat is what I did. I turned over the ownership and running of [Oktavijan] to others".

[114] In the October 2005 Letter, the Accused stated, "I can't, I'm not allowed to, I do not want to and I will not mention the names of the rest of them, but since Dr. Pušić has been mentioned on the poster, which means that he already agreed to go public, I am free to say that he is the citizen of the Federal Republic of Germany, that he's been working in that country more than 35 years".

[115] Decision on Changes to the founding statement of the company Oktavijan, dated 19 October 2010, provided by the Croatian authorities with the 13 September 2011 letter.

[116] The overall basic capital was only slightly decreased to HRK 38,107,700.00, which is only HRK 97.37 (€12.96) less than the nominal amount of the basic capital as established by the Accused in 2001.

[117] According to the extract of the Court Register issued on 14 July 2011 and submitted to the Registry by the Croatian authorities with the communication of 13 September 2011 it is not evident if the address of the headquarters was changed exactly at the time when the change of ownership came into force or on an earlier date.

c. Indicia of the Accused's Continued Ownership and Control of Oktavijan

i. The Accused's Management Position in Oktavijan

118. Despite ceding his entire share of Oktavijan to his brother Mr. Zoran Praljak on 20 October 2001, the Accused retained the authority to control Oktavijan as Director-Board Member of the company. According to an extract from the Court Register of the Commercial Court in Zagreb, as a Director-Board Member of Oktavijan, the Accused had the authority to represent Oktavijan "individually and independently". The Accused assumed this position on 1 December 1995 and was not withdrawn until 29 August 2005. His withdrawal occurred 511 days after the Accused was transferred to the seat of the Tribunal and only came after the Registrar had argued, in litigation concerning the Accused's eligibility for Tribunal-assigned counsel, that the Accused's ongoing relationship with Oktavijan was evidence of his true ownership interest in the company.[118] In correspondence to the Registrar, the Accused's counsel claimed that the Accused's association with Oktavijan had in fact ceased well before the commencement of the proceedings against the Accused before the Tribunal. However, the Accused's counsel did not identify a precise date, or period, when the Accused's association with Oktavijan allegedly ceased prior to the withdrawal decision of 29 August 2005.[119]

119. In his February 2006 Reply, the Accused claimed that he stopped "running" Oktavijan as of the date that he transferred the company to his brother (i.e., 20 October 2001).[120] However, this assertion is not supported by the facts before the Registrar. In particular, the Registrar is in possession of seven agreements which the Accused concluded on behalf of Oktavijan, four of which were entered into after the transfer of shares to his brother. The agreements are dated 19 April 2000, 20 September 2000, 21 September 2000, 29 October 2001, 1 April 2003, 2 October 2003, and 20 January 2004, and pertain to the development of the

[118] See Request for Review at para. 21. The Registrar's position concerning the Accused's ongoing relationship with Oktavijan was based upon an extract from the Court Register of the Commercial Court in Zagreb which showed that the Accused was still a Director at Oktavijan as of 12 January 2004 [see Annex XII to *Prosecutor v. Prlić et al.,* Case No. IT 04 74 PT, Registry Submission Regarding Slobodan Praljka's 5 July 2005 Request for Review of the Deputy Registrar's Decision Denying Assignment of Counsel, 22 July 2005, ("July 2005 Submission")]. Thereafter, in the September 2005 Correspondence, the Accused's counsel stated that "[a]s soon as Mr Praljak learned about this error he requested the companies' management to rectify the Commercial Court Register's record which has been done accordingly". Attached to the September 2005 Correspondence was a decision withdrawing Mr Praljak's assignment as a Board Member Director at Oktavijan as of 29 August 2005.

[119] In the December 2004 Response, the Accused's counsel states, "Mr Slobodan Praljak is neither owner, nor a shareholder, a company manager, nor he is in any manner associated with [Oktavijan]." See also the September 2005 Correspondence at para. 6: "[t]he Accused acknowledges the documents that the Registry attached to its 22 July 2005 Submission regarding Slobodan Praljak's 5 July 2005 Motion for Review, particularly annexes XII and XVI that show that Mr. Praljak is still registered as one of the directors of the said companies [(i.e. Oktavijan and Liberan].). After additional checking in Zagreb Commercial Court Register, Mr. Praljak established that he is registered director of the said companies due to the procedural and /or administrative error. In fact, as Mr. Praljak has claimed from the outset, in reality he was not performing any formal and/ or informal functions of the director of the said companies for a long time, particularly not a time of commencement of these proceedings against him. Similarly and more importantly, in the same period Mr. Praljak has not had any shares in or income of any kind from those companies nor any other relationship. As soon as Mr. Praljak learned about this error he requested the companies' management to rectify the Commercial Court Register's record which has been done accordingly."

[120] According to the February 2006 Reply, p. 6, the Accused states, "[b]y agreement, I was supposed to register the remaining half of the property as basic capital in [Oktavijan] and then turn the company over to its real owners, the people with whose money the property was purchased […] [t]hat is what I did. I turned over the ownership and running of [Oktavijan] to others".

Radnička Property. On the basis of these agreements, it is apparent that the Accused continued to act on behalf of Oktavijan despite transferring his shares to his brother and until two months prior to the indictment against him being issued. Further, the Accused's involvement in these contractual obligations on Oktavijan's behalf indicates that he continued to exercise managerial authority long after the transfer of his shares to his brother.

ii. Oktavijan's Current Management Consists Entirely of the Accused's Family Members

120. The management positions of Oktavijan are held entirely by family members of the Accused.[121] In particular, the Accused's step-son Mr. Nikola Babić-Praljak is Director of Oktavijan.[122] The Accused's spouse and his nephew Mr. Marko Praljak are Procurators of Oktavijan.[123] The Accused's niece Ms. Helena Kesić was formerly a Board Member-Director of Oktavijan.[124] Of the persons who have held management positions at Oktavijan, only one – a former Oktavijan Procurator named Mr. Marko Bojović – was not related to the Accused.[125]

121. Moreover, only the Accused, his spouse and his step-son have had the authority to release funds held in Oktavijan's bank accounts. The Accused and his spouse had the authority to release funds from two accounts held by Oktavijan at the Payment Transactions Bureau since April 2000, until Oktavijan's use of the Payment Transactions Bureau ceased on or about 26 March 2002. Since that point in time, the Accused's spouse has had the authority to release funds from an account opened at the Raiffeisenbank Austria Zagreb d.d. ("Raiffeisenbank") in Oktavijan's name as of 26 March 2002. As of 6 April 2004, the Accused's step-son has had the authority to release funds from this account. While the Accused no longer had the direct ability to access this account, the authority of his spouse and step-son to release the funds indicates that the Accused retained a degree of control over the company.

122. The Accused claimed that he handed over ownership and control of Oktavijan to the Alleged Financiers. However, documentary evidence clearly demonstrates that his close family comprises the totality of the current management board.

123. The Accused's interest in Oktavijan was transferred to a close family member for no consideration, yet he continued to control the company as if he were the true owner up until the point in time when his indictment was imminent.

[121] According to the extract from the Court Register issued on 14 July 2011 and submitted to the Registry by the Croatian authorities with the communication of 13 September 2011.
[122] Mr. Nikola Babić Praljak was appointed as a Director Board Member at Oktavijan as of 6 February 2004.
[123] The Registrar is not aware of the exact date on which the Accused's spouse was appointed as a Procurator at Oktavijan. However, the Registrar is satisfied that it was no later than 10 April 2000, because on that date, the Accused's spouse acquired the authority to release funds from an account in the name of Oktavijan held at the Payment Transactions Bureau. Mr. Marko Praljak was appointed as a Procurator at Oktavijan as of 6 February 2004.
[124] It is unclear when Helena Kesić became a Director Board Member at Oktavijan, but her appointment ceased as of 28 January 2004.
[125] It is unclear when Mr. Marko Bojović became a Procurator at Oktavijan. However, Mr. Bojović ceased to be a Procurator at Oktavijan as of 6 February 2004.

124. Based on the foregoing, the Registrar is satisfied, on the balance of probabilities, that this arrangement has continued to facilitate the Accused's ability to retain control, and accordingly imputed ownership of Oktavijan.[126]

iii. The Accused's Continued Exercise of Control over Oktavijan's Subsidiary, Pristanište i Skladišta d.o.o

125. The accused was appointed as a Procurator of the joint stock company Pristanište i Skladišta, a subsidiary of Oktavijan, on 16 April 2003.[127] Oktavijan first acquired an ownership interest in Pristanište i Skladišta on 21 January 2002, when it purchased 37,389 shares in Pristanište i Skladišta from the Central National Fund d.d. (95.76% of the total basic capital of Pristanište i Skladišta).[128] On 28 May 2002, Pristanište i Skladišta was transformed from a joint stock company to a limited liability company.[129] As of 31 December 2004, Oktavijan held a 99.75% ownership share in the basic capital of Pristanište i Skladišta which amounts to HRK 25,484,000.00 (€3,392,323.65).[130] Oktavijan's 21 January 2002 purchase was made with funds that were held in Mr. Zoran Praljak's bank account at the Raiffeisen Bank in Zagreb, Croatia. The evidence before the Registrar indicates that the funds released from Mr. Zoran Praljak's bank account on 20 and 21 January 2002 to effect the purchase of the shares of Pristanište i Skladišta likely originated from the Accused via transfers made between 1999 and 2002.

126. As a Procurator, and according to an extract from the Court Register of the Sisak Commercial Court, the Accused had the authority to represent Pristanište i Skladišta "individually and independently". Further, the Accused was entitled to use the company's American Express credit card, while a company vehicle was made available for his personal use.[131] Based upon the information before the Registrar, the Accused was still a Procurator at Pristanište i Skladišta in September 2011.[132] By contrast, the previous registered owner of Oktavijan, Mr. Zoran Praljak, has not held a management position at Oktavijan or its subsidiaries.

127. After ceding his share of Oktavijan to his brother, Mr. Zoran Praljak, the Accused was credited with making a payment on an obligation which Pristanište i Skladišta had assumed from Oktavijan. The payment was related to the cost of connecting an electrical supply at

[126] Which is further confirmed by the abovementioned transfer of the 51% ownership's share to the Accused's stepson.
[127] According to the 21 June 2005 report of the Sisak Regional Office for Tax-Administration.
[128] According to the 21 January 2002 Agreement on the sale and transfer of shares through the Varaždin market of securities OTIS system between company ICF, Central National Fund as vendors ordering party and company Credos d.o.o which was representing Oktavijan represented by Mr. Marko Bojović as purchaser (signed by and sealed by ICF and Credos) and 21 January 2002 agreement on counselling for making a bid for the takeover of Pristanište i Skladišta in the name of Oktavijan signed by procurator Mr. Marko Bojović.
[129] According to the copy of the extract from the Court Register from the Sisak Commercial Court provided by the Croatian authorities with their communication from 10 June 2005.
[130] According to the information of Pristanište i Skladišta sent to the Sisak Commercial Court on 18 January 2005 on the register of company members, Oktavijan's share in the basic capital of Pristanište i Skladišta is HRK 29,336,400.00 or 99.75%. Pursuant the 28 June 2006 decision of the Assembly of the Company, basic capital was then decreased to the new lower value of HRK 25,484,000.00. The difference of HRK 3,926,100.00 was used to cover the loss from the company's business. As a result, the value of the shares was decreased.
[131] According to the 21 June 2005 report of the Sisak Regional Office for Tax-Administration. This is undisputed by the Accused. See February 2007 Reply, para. 55.
[132] According to data from the official website administered by the Croatian Ministry of Justice "Judicial register of companies in the Republic of Croatia" – https://sudreg.pravosudje.hr, accessed on 30 September 2011. As of 20 July 2012, however, it appeared that the Accused was no longer a Procurator in the company. Mr. Nikola Babić Praljak is indicated as a director of the company and Mr. Gjuro Bojović is indicated as a Procurator, both as of 19 January 2012.

the Radnička Property. Oktavijan had incurred this obligation pursuant to two prior agreements dated 20 and 21 September 2000 ("Electricity Agreement"). Then, pursuant to an agreement concluded on 27 December 2002 ("Cession Agreement"), Pristanište i Skladišta assumed the obligation to pay the outstanding amount which Oktavijan owed under the Electricity Agreement, HRK 455,476.00. According to Pristanište i Skladišta's financial statements, and in accordance with the Cession Agreement, this obligation was paid accordingly. Nevertheless, according to Oktavijan's financial statements, on 15 January 2003, Oktavijan incurred an obligation to the Accused corresponding to the outstanding amount owed under the Electricity Agreement, or HRK 455,476.00.[133] The Registrar considers that the Accused would not have been credited with such a payment unless he exercised control over both Oktavijan and its subsidiary Pristanište i Skladišta.

128. Based on the foregoing, the Registrar is satisfied, on the balance of probabilities, that the Accused has in fact maintained control over Oktavijan's subsidiary, Pristanište i Skladišta.

iv. The Accused's Personal Loans to Oktavijan after the Transfer

129. The financial statements of Oktavijan refer to a large number of loans which the Accused made to Oktavijan. The Accused regularly transferred funds to Oktavijan from early 2000 until February 2004, immediately before his indictment was issued.

130. The Accused has loaned Oktavijan a total of HRK 3,539,763.87 (€471,198.58). The Accused transferred these funds to Oktavijan by way of 28 separate loan payments. Of the loaned amount, as of 30 April 2006, HRK 272,410.24 (€36,262.11) had been repaid to the Accused.[134] The following list provides the amount and date of each individual loan transfer that the Accused has made to Oktavijan, and the amount and date of each individual repayment that Oktavijan has made to the Accused. All of the following transactions are listed in the financial books of Oktavijan, and the Accused has never contested the existence of these loans.[135]

Loan #	Date	Loan Amount	Sum Repaid
1	01-Mar-00	79,000.00	79,000.00
2	08-Jun-00	27,000.00	
3	31-Jul-00	58,500.00	
4	16-Oct-00	55,000.00	
5	04-Dec-00	34,000.00	
	08-Feb-01		30,000.00
	03-Mar-01		20,000.00
	08-Mar-01		20,000.00
	23-Mar-01		11,192.17

[133] Oktavijan's financial statements record this obligation as "PAYMENT HELP LOAN PRALJAK".
[134] The Accused has confirmed that he has not received any further repayments since 30 April 2006. See February 2007 Reply, para. 65.
[135] February 2007 Reply, para. 61, in which the Accused stated in response to the list of his loans made to Oktavijan, "[a]lthough I can no longer remember it, there is no reason to doubt it. This was not my money; it was money from the same source my brother, this time". However, the Accused provided no objective documentation to support this assertion. Moreover, the Accused's claim does not comport with Oktavijan's financial records which include other loans specifically made by Mr. Zoran Praljak, while the loans listed above were specified as having been made by the Accused.

	29-Mar-01		8,050.51
6	09-Apr-01	20,000.00	
	07-May-01		10,000.00
7	21-May-01	10,000.00	
8	13-Jun-01	12,000.00	
9	12-Jul-01	3,600.00	
	06-Aug-01		6,459.56
10	17-Aug-01	3,700.00	
11	22-Aug-01	7,500.00	
12	14-Sep-01	110,000.00	
13	12-Nov-01	50,000.00	
14	25-Jan-02	5,000.00	
15	29-Jan-02	17,987.87	
	31-Jan-02		3,882.62
	13-Mar-02		7,394.02
16	14-Mar-02	110,000.00	
	22-May-02		10,000.00
17	01-Nov-02	889,100.00	
	05-Nov-02		10,384.36
	31-Dec-02		3,955.80
18	15-Jan-03	455,476.00	
19	21-Jan-03	77,000.00	
20	10-Mar-03	77,000.00	
21	17-Jul-03	149,000.00	
22	07-Oct-03	528,850.00	
	06-Nov-03		50,000.00
23	02-Dec-03	50,000.00	
24	16-Dec-03	152,800.00	
25	12-Jan-04	76,650.00	
26	28-Jan-04	137,700.00	
27	30-Jan-04	114,300.00	
28	13-Feb-04	228,600.00	
	02-Sep-04		2,091.20
Totals - HRK		**3,539,763.87**	**272,410.24**
Totals - Euros		471,198.58	36,262.11
Balance - HRK		**3,267,353.63**	
Balance - Euros		434,936.47	

131. Aside from the company's financial statements, the Registrar is in possession of six of the loan contracts identified in the table: contracts dated 21 January 2003;[136] 10 March 2003; 17 July 2003; 7 October 2003; 16 December 2003; and 12 January 2004. The other loans can be identified from Oktavijan's ledger of short-term loans, which were then later converted into long-term loans. The Accused's spouse, Ms. Kaćuša Praljak, acted as Oktavijan's representative in these transactions. The Accused declined to provide any other loan contracts the Accused has concluded with Oktavijan.[137] As the funds for the listed loans to Oktavijan were drawn directly from the account of the Accused, this is clear evidence which demonstrates that the Accused is the creditor of said loans.

132. Accordingly, the Registrar finds, on the balance of probabilities, that the Accused has given the above loans to Oktavijan in his name and thus can claim a total of HRK 3,267,353.63 or €434,936.47 from Oktavijan, excluding interest.[138]

v. The Accused's Financing of the Purchase of the Radnička Property

133. While the Accused was the owner and director of Oktavijan, he also was a member of the Supervisory Board of Chromos, a joint stock company. Chromos was the owner of the Radnička Property, prior to the transfer of that property to Oktavijan.

134. On 8 June 1999, in his capacity as a Supervisory Board member of Chromos, the Accused participated in a meeting where he advocated the proposal to sell the company's interest in the Radnička Property and a second plot at Radnička cesta 43 ("Second Radnička Plot").[139] The Supervisory Board subsequently gave its unanimous consent to the sale of both parcels. On 27 September 1999, Mr. Zlatko Pušić, an acquaintance of the Accused, submitted a bid of DM 4,500,000.00 in the name of Oktavijan to purchase the Radnička Property and the Second Radnička Plot, at which time the Accused was still a member of the Supervisory Board of Chromos. It is noteworthy that Mr. Zlatko Pušić never had any formal role within Oktavijan, yet he purported to represent the company in the bidding exercise. Also of note is the fact that the Accused did not sign the bid on behalf of Oktavijan; rather, this was done by the company's attorney, Mr. Baburak Zdravko. On 29 September 1999, the Accused's membership on the Supervisory Board of Chromos ceased. On 6 October 1999, the Supervisory Board of Chromos passed a decision to accept Oktavijan's bid and instructed the management of Chromos to attempt to collect the full amount of the purchase price up-front by offering Oktavijan a discount.[140]

[136] This loan is dated 21 January 2003 in Oktavijan's financial statements. However, the loan contract is dated 20 January 2003.

[137] See February 2007 Reply, paras. 62 63, where the Accused cites his detention and lack of involvement with Oktavijan as reasons why he cannot provide documentation related to his loans to Oktavijan. This position is seemingly undermined by the fact that the Accused's brother, spouse, and stepson are/were registered owners and/or managers of Oktavijan who visit the Accused in detention regularly. Moreover, the Accused has returned on provisional release to his home which until recently shared the registered address of Oktavijan numerous times since this information was requested.

[138] The Registrar notes that under Croatian law, where a loan contract does not provide for interest, as in the instant case, a statutory rate applies. Statutory interest on amounts owed to the Accused has not been included in the calculation of his assets, which is favourable to the Accused to the extent that these funds are to be included in his disposable means.

[139] According to the Minutes of the 23rd session of the Supervisory Board of Chromos from 8 June 1999, the Accused, in his role as member of the Supervisory Board together with the Board member Mr. Frano Ljubas, advocated the decision to sell the company's interest in the Radnička Property and the Second Radnička Plot.

[140] 15 July 2005 Official note from the Croatian Ministry of Finance, Tax Administration, Zagreb Regional Office, Tax

135. The Radnička Property and the Second Radnička Plot were purchased from Chromos pursuant to a joint ownership agreement (in the names of the Accused and Mr. Zlatko Pušić as buyers), on the basis of the bid submitted by Mr. Zlatko Pušić on behalf of Oktavijan. The purchase was made pursuant to a contract between the above stated parties dated 12 October 1999 ("October 1999 Contract").[141] A price of DM 4,400,000.00 was paid for the property, reflecting the discount for full payment at the closing table. According to documents issued by Chromos dated 12 and 13 October 1999, the purchase price was paid in the following manner: 1) the equivalent of DM 1,542,682.30 (i.e., HRK 6,018,492.70) was paid to Kaptol Banka d.d. in Zagreb, Croatia in satisfaction of a loan which Chromos had received on 13 February 1998;[142] 2) the equivalent of DM 1,211,282.05 (i.e., HRK 4,725,595.24) was paid to Kaptol Banka in satisfaction of a loan which Chromos had received on 17 September 1998;[143] and 3) the remaining balance of DM 1,646,035.65 was transferred to the giro account of Chromos at the Zagrebačka Banka in Zagreb.[144]

136. On 28 October 1999, the Accused and Mr. Pušić dissolved their joint ownership arrangement ("Dissolution Agreement"). By way of the Dissolution Agreement, the Accused retained legal title to the Radnička Property while Mr. Pušić was to retain legal title to the Second Radnička Plot. Nevertheless, on 14 December 1999, the Accused paid a property sales tax assessment of HRK 858,000.00 that was levied against the Radnička Property and the Second Radnička Plot. The funds that were used to pay the tax assessment were drawn from the Accused's account at the Raiffeisenbank.

137. On 26 November 1999, Mr. Pušić sold the Second Radnička Plot to a joint stock company, Team d.d. Engineering and Technical Services ("Team"), for DM 5,263,200.00 ("November 1999 Contract"). During this transaction, the Accused represented Mr. Pušić as his authorised agent. Furthermore, the November 1999 Contract provided for the purchase price to be paid directly into the bank account of the Accused. As such, it was the Accused who

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Crime Investigation Department and Transformation and Privatisation Audit Report of August 2003 by the State Audit Office of R. Croatia.

[141] As of 12 October 1999, the Radnička Property was comprised of land and buildings marked in the Land Registry as cadastral plot 69/5 and a share of a jointly owned road on cadastral plot 69/15. In addition, as of 12 October 1999, the Second Radnička Plot was comprised of land and buildings on cadastral plot 69/13 and a share of a jointly owned road on cadastral plot 69/14.

[142] Article 1 of an agreement dated October 1999 to which the Accused, Kaptol Banka and Chromos were parties ("Payment Agreement"), provides that on 13 February 1998, the Accused made a term deposit of DM 1,500,000.00 at Kaptol Banka ("February 1998 Term Deposit"). Article 1 of the Payment Agreement also notes that Chromos received the First Loan on 13 February 1998; that it was issued in the amount of HRK 5,280,450.00 (approximately DM 1,500,000.00) and that the Accused agreed to act as Chromos' guarantor. Article 6 of the Payment Agreement provides for the First Loan to be repaid with the Accused's February 1998 Term Deposit. As of 12 October 1999, the Accused's February 1998 Term Deposit was equal to the full amount which Chromos owed on the First Loan (HRK 6,018,492.70 or DM 1,542,682.30).

[143] Article 2 of the Payment Agreement states that on 7 October 1998, the Accused made a term deposit of DM 1,200,068.40 at Kaptol Banka ("October 1998 Term Deposit"). Article 2 of the Payment Agreement also notes that Chromos received the Second Loan on 17 September 1998; that it was issued in the amount of HRK 4,383,009.82 (approximately DM 1,200,068.40); and that the Accused agreed to act as Chromos' guarantor. Article 6 of the Payment Agreement provides for the Second Loan to be repaid with the Accused's October 1998 Term Deposit. As of 12 October 1999, the value of the Accused's October 1998 Term Deposit was equal to the full amount which Chromos owed on the Second Loan (HRK 4,725,595.24 or DM 1,211,282.05).

[144] With respect to the remaining balance of the purchase price of the Radnička Property and the Second Radnička Plot, according to documentation which the Registrar has obtained from the Croatian authorities, on 14 October 1999, an amount of DM 1,650,225.00 was withdrawn from the Accused's foreign currency account at the Raiffeisenbank. These funds appear to have been used to pay the remaining balance of the Radnička cesta purchase price as the outstanding balance was transferred to Chromos's account at the Zabrebačka Banka in Zagreb.

received the bulk of the proceeds from the sale, in the amount of HRK 20,924,747.00 (€2,785,414.93) amounting to 99.39% of the purchase price, while Mr. Pušić was nominally remunerated with HRK 128,000.00 (€17,038.82) for his role as a "straw man" in the transactions related to the Radnička Property.[145]

138. Legal title to the Radnička Property was registered in the Accused's name in the Land Registry as of 4 September 2000. Then, on 10 October 2001, the Accused transferred legal title to the Radnička Property to Oktavijan. As previously stated, on that same day, the Radnička Property – valued at HRK 38,071,197.37 – was entered in Oktavijan's basic investment capital. Thereafter, the Accused took over the increased amount of Oktavijan's basic investment capital which amounted to HRK 38,107,797.37 (€5,072,750.84).

139. The Accused originally claimed that the purchase of the Radnička Property and the Second Radnička Plot was financed by a group of Alleged Financiers from Germany.[146] In his October 2005 Letter, the Accused identified Mr. Pušić as one of the Alleged Financiers, while refusing to identify the others.[147] Although the Accused claimed that he turned Oktavijan over to the Alleged Financiers, the Registrar notes that Mr. Pušić has never been a registered owner of Oktavijan. Further, there is no indication that he ever held a management position at the company, nor did he hold an ownership or a financial interest of any kind. Later, in the February 2006 Reply the Accused claims that in addition to the Alleged Financiers, his brother Mr. Zoran Praljak financed the purchase of the Radnička Property and the Second Radnička Plot.[148]

140. The Registrar reiterates that the burden of proof is upon the Accused to establish that he lacks the means to remunerate counsel. The Registrar is satisfied from the documentary evidence before him that the purchase of the Radnička Property and the Second Radnička Plot was financed personally by the Accused. In reaching this conclusion, the Registrar finds the following factors to be persuasive:

(1) The Accused has made inconsistent claims concerning his role in the purchase of the Radnička Property and the Second Radnička Plot.[149]

[145] Pursuant to article 3 of the November 1999 Contract, the purchase price was to be paid to the Accused's local currency account at the Raiffeisenbank. According to records which the Registrar has obtained from the Croatian authorities, on 14 December 1999, 28 December 1999 and 24 February 2000, Team transferred the following amounts to the Accused's account at the Raiffeisenbank, respectively: HRK 2,047,305.11; HRK 18,716,018.89; and HRK 289,423.92 in total HRK 21,052,747.00. From 14 December 1999 until 1 June 2005, according to the documentation before the Registrar, the Accused made a single transfer to Mr. Pušić of HRK 128,000.00 on 25 February 2000.
[146] See fn. 113, *supra*.
[147] See fn. 114, *supra*.
[148] See June 2006 Submission, Appendix B, which contains a statement from Mr. Zoran Praljak dated 12 June 2006. Therein, Mr. Zoran Praljak states in relevant part, "[t]he group of people from Germany and I, Zoran Praljak, took care about all finances related to the real estate purchase from [Chromos], Zagreb. Two names from the group were publicly disclosed. I, Dr. Zoran Praljak and Dr. Zlatan Pušić. With the rest of the group we were bound through the partnership contract, therefore I have neither right nor intention to disclose their names publicly […] [f]or us (the group) and on behalf of us (the group) [Slobodan Praljak] did the technical (administrative) jobs of plot purchase and transmission of the half of plot to [Oktavijan] as basic capital […] [n]ominally, I am the only owner of [Oktavijan], whereas in the reality, the owner is a group of people bound through the partnership contract".
[149] See February 2006 Reply at p. 5, where, in addressing the matter of the purchase of the Radnička Property and the Second Radnička Plot from Chromos, the Accused states, "[a]round 4,000,000.00 DM were paid for the land and I, on behalf of this group of people, appeared as the buyer of half of it, with their money and for them". Previously, in the October 2005 Letter the Accused had stated, "['a group of Croats from Germany'] purchased the plot for a certain amount of money, they sold a half of the purchased plot to a company from Slovenia for a certain amount of money,

(2) The Accused has made inconsistent statements concerning the identity of the persons he claims were actually responsible for financing the purchase of the Radnička Property and the Second Radnička Plot. In particular, the Accused first claimed that the Alleged Financiers were from Germany. Later the Accused claimed that his brother and Mr. Pušić were responsible for financing the purchase of the Radnička Property and the Second Radnička Plot.[150]

(3) The Accused has not produced credible evidence in support of his claim that the purchase of the Radnička Property and the Second Radnička Plot was financed by the Alleged Financiers and Mr. Zoran Praljak.

(4) The Accused falsely claimed that he was not associated with Chromos when the company decided to sell the Radnička Property and the Second Radnička Plot.[151] In fact, the Accused was a participating member of the Supervisory Board of Chromos when the board unanimously consented to the eventual sale of the Radnička Property and the Second Radnička Plot, while he remained a member of the Supervisory Board when Chromos received Oktavijan's bid to purchase the property. The Accused's assignment as a Supervisory Board Member of Chromos was withdrawn only one week prior to Chromos' acceptance of Oktavijan's bid.[152] Further, in a meeting of the Supervisory Board of Chromos on 8 June 1999, the Accused personally advocated the sale of the Radnička Property and the Second Radnička Plot.

(5) The purchase of the Radnička Property and the Second Radnička Plot was financed with funds drawn from bank accounts held by the Accused. The Accused has provided no evidence explaining the source of those funds held in his own accounts which coincide with the proceeds from the sale of the two properties in amount and timing. In the absence of reliable evidence to the contrary, the Registry finds it entirely reasonable to consider that these funds belonged to the Accused. Additionally, the Accused's payment of the tax assessment for the Radnička Property and the Second Radnička Plot is another indication of ownership and control.

(6) Finally, though Mr. Pušić momentarily held legal title to the Second Radnička Plot, the Accused received the bulk of the proceeds (99.39%) from the sale of this parcel.[153] Further, this sale was carried out completely by the Accused who was allegedly acting as an agent for Mr. Pušić.

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and they duly paid the transaction taxes. Then they brought half of the land with half of the total value of approximately 2 million German marks, approximately 1 million Euro, into 'Oktavijan' at my proposal".

[150] See para. 139, *supra*.

[151] See February 2006 Reply at p. 5, where the Accused states, "[a]fter the new owner [of Chromos] came, I left [Chromos] and once again I was only a pensioner. Five or six months later, the new owner of [Chromos] decided to sell a plot of land at Radnička Cesta Road. I advised the same group of men who had brought money from Germany to Croatia to buy the land and later on use it to build office buildings. We submitted a tender for ownership of the [DOM] fund and purchased the land".

[152] See paras. 134 135, *supra*.

[153] See para. 137, *supra*.

vi. The Accused's Continued Involvement in Developing the Radnička Property

141. Despite ceding his share of Oktavijan to his brother on 20 October 2001, the Accused remained the registered owner of the Radnička Property in the Land Registry. In fact, the process of registering the Radnička Property in Oktavijan's name in the Land Registry only commenced on 20 January 2004, shortly before the indictment against the Accused was issued.[154] The Registrar considers that the Radnička Property would not have been registered in the Accused's name in the Land Registry for such a lengthy period of time following his transfer of the property to Oktavijan on 10 October 2001, unless the Accused continued to exercise control of Oktavijan. Further, the Accused's knowledge that he was the target of an investigation by the Tribunal prior to the issuance of the indictment against him sheds light on the motive for the transfer of legal title to Oktavijan.[155] Moreover, as mentioned, following the ceding of his share, the Accused continued to enter into contracts on behalf of Oktavijan pertaining to the development of the Radnička Property.[156]

142. The Accused also obtained a building permit in May 2004 for the construction of the *Poslovni Centar 2000 Complex* on the Radnička Property, consisting of two business premises, a garage, catering premises, and business hotel ("Business Complex").[157] Additional building permits issued in early 2005 confirmed that Oktavijan could commence the construction of the Business Complex, consisting of a nine-floor commercial building with offices, a garage, and supporting construction.[158] These building permits, and other relevant documentation, continue to list the home in which the Accused resides as the registered business address of Oktavijan.[159]

vii. Conclusion

143. The Registrar considers that, on the balance of the probabilities, these circumstances constitute evidence of the Accused's continued ownership and control over Oktavijan.

d. Discussion

144. The Accused was the sole shareholder of Oktavijan until he transferred his entire share of the company to a close family member for no consideration. The Accused has made significant investments in Oktavijan by way of the purchase and transfer of real estate and the extension of numerous personal loans. After ceding his share, the Accused continued to act on behalf of Oktavijan while maintaining control of its investments. This was facilitated by the Accused's retained ability to exercise managerial control over Oktavijan. The other management positions of Oktavijan are filled by close family members of the Accused.

[154] The Accused's indictment was filed publicly on 3 April 2004.
[155] See para. 52, *supra*.
[156] See para. 119, *supra*.
[157] Specifically, by letter dated 22 March 2004 (approved 7 May 2004), the Zagreb City Bureau for Spatial Planning, Construction, Housing and Communal Affairs and Traffic, issued its decision on the application for a permit in principle for "Slobodan PRALJAK of Zagreb, Kraljevec 35," represented by a Zagreb based architect.
[158] On 17 May 2004, "Oktavijan d.o.o., Zagreb, Kraljevec 35" submitted a request for the issuance of a building permit, which was approved by the Zagreb City Office for Urban Planning, Civil Engineering, Housing Utilities and Transportation on 3 January 2005.
[159] See 27 February 2006 Reply Evidence III Extract form the Court Register issued by the Zagreb Commercial Court on 17 February 2006.

Further, the Accused maintained control and authority in Pristanište i. Skladista, a subsidiary of Oktavijan. Lastly, while Accused transferred 100% of his share of Oktavijan to his brother, Mr. Zoran Praljak, there was no associated assumption of a management position or exercise of authority in or control over either Oktavijan or its subsidiaries on the part of Mr. Zoran Praljak.

145. Pursuant to Article 8(A) of the Directive, the onus is on the Accused to provide the Registrar with any information he may have which disputes the above evidence. The Accused has consistently failed to provide any plausible alternative basis to explain his continued ownership position of Oktavijan despite being given ample opportunity to do so by the Registry.[160] In light of the foregoing, the Registrar is satisfied, on the balance of probabilities, that the Accused holds a true ownership interest in Oktavijan which he attempted to conceal by, *inter alia*, transfer of his interest in the company to close family members.

146. Therefore, in accordance with Section 5(f) of the Registry Policy, the Registrar will include the value of the Accused's true ownership interest in Oktavijan in the Accused's disposable assets.

e. Valuation of the Accused's Ownership Interest in Oktavijan

147. In order to determine the value of the Accused's ownership interest in Oktavijan and thus his disposable financial assets, all factors creating economic value in relation to Oktavijan have to be assessed for their ability to be attributed to the Accused. This includes economic factors defining the value of Oktavijan, such as the Radnička Property and Oktavijan's ownership of 99.75% of Pristanište i Skladišta, as well as the personal loans of the Accused to Oktavijan.

i. Oktavijan's Basic Capital as Increased by the Radnička Property

148. The Radnička Property is comprised of land and buildings on cadastral plots, including plot 69/5 ("Part 69/5"),[161] plot 69/22 ("Part 69/22"), and plot 69/27[162] ("Part 69/27"). In May 2004, the Accused's initial building permit was approved for the construction of the Business Complex, while further permits were issued in early 2005.

149. In April 2006, Raiffeisen Consulting provided the property valuation of the Business Complex for Oktavijan ("Raiffeisen Assessment"). The Raiffeisen Assessment evaluated the land and construction work completed on the Business Complex on Parts 69/5, 69/22 and 69/27 to determine its market value as of 5 April 2006, as well as its market value upon complete construction as anticipated. The Raiffeisen Assessment concluded that the market value of the Radnička Property amounted to €19,994,600.00 as of 5 April 2006, and €27,271,000.00 upon completion of the anticipated construction.

[160] The Accused was last given the opportunity to dispute the information the Registrar had obtained regarding the Accused's ownership position by the Registrar's Opportunity to Comment letter to the Accused of 26 November 2009, in addition to the three letters sent prior to that date.
[161] As of 17 June 2002, Part 69/5 was divided into two separate plots: cadastral plots 69/5 and 69/22.
[162] According to the records of the Land Registry, on 7 July 2006, Part 69/5 was again divided into two plots, namely, cadastral plots 69/5 and 69/27.

150. The most up-to-date evaluation of Oktvijan is provided by FINA - the Financial Agency of the Republic of Croatia ("FINA evaluation") - through the BON 1 and BON PLUS reports on the creditworthiness and financial rating of Oktavijan for the business year 2010, and by providing the 2010 balance of profit and losses.[163] According to these reports, Oktavijan's overall assets amount to HRK 184,551,759.00 or €24,566,759.43, and fixed assets amount to HRK 180,894,920.00 or €24,079,976.30. Out of these fixed assets the value of the Radnička Property amounts to HRK 161,399,870.00 or €21,484,876.66.[164] Oktavijan's long term liabilities amount to HRK 139,590,671.00 or €18,581,727.16.[165] Oktavijan's business income amounts to HRK 26,754,479.00 or €3,561,444.51and its net profit (after taxation) is HRK 38,908.00 or €5,179.27. According to the FINA evaluation, Oktavijan has a substandard rating and increased risk of insolvency. Accordingly, the FINA evaluation recommends caution to potential business partners when dealing with Oktavijan. Finally, the FINA evaluation assessed a 77.7% likelihood that Oktavijan will not have solvency problems in the following business year (2011).

151. The Registrar is aware that Part 69/5 of the Radnička Property is encumbered by a mortgage of €9,000,000.00 held by the Raiffeisenbank.[166] This mortgage was registered in the court register pursuant to the Insurance Agreement on establishment of mortgage on real estates and business shares which entered into force on 6 July 2006. The Accused refused to provide any additional information pertaining to the amortisation schedule or interest rate although he was given the opportunity to do so by the Registry. Pursuant to the Directive, the onus is on the Accused to provide the Registrar with any information on the mortgage encumbered upon the Radnička Property or any other amortised value in relation thereto.[167]

ii. The Accused's Personal Loans to Oktavijan

152. As discussed previously, the Accused has personal loans to Oktavijan which remain outstanding and thus is owed a total of HRK 3,267,353.63 or €434,936.47, excluding interest.[168]

iii. Oktavijan's Subsidiary, Pristanište i Skladišta

153. The shares in Pristanište i Skladišta are owned almost entirely by Oktavijan, accounting for 99.75%. On the basis of the Accused's transfer of his ownership stake of Oktavijan to his brother, it can be said that Mr. Zoran Praljak is the majority owner of Pristanište i Skladišta. However, as indicated previously, the Registrar considers that the Accused still exerts control over Pristanište i Skladišta and acts as *de facto* owner. Further, the Accused was still the registered Procurator of Pristanište i Skladišta as of 2011 and had full authority to represent the company. Pristanište i Skladišta's basic capital is registered as HRK 25,484,000.00. The Registry has no information indicating that its market value is any less

[163] The 13 July 2011 FINA evaluation was provided to the Registry by the Croatian authorities.
[164] This value refers to the book value of Radnička Property. However, such value is not equal to the respective real market value which can only be established by a court appointed expert for construction business. Such expert would typically be engaged by the credit institution in case a company wants to take a bank loan and accordingly mortgage its own property. The Accused has failed to provide such valuation; however the Registrar notes that any adjustment to the current value from such information would have no impact on the conclusion.
[165] They include bank loans and personal loans of the Accused and his brother Mr. Zoran Praljak.
[166] According to the Extract issued on 14 July 2011 and submitted to the Registry by the Croatian authorities.
[167] Directive, Article 8 (A).
[168] See fn.138, *supra*.

than this amount. The value of Octavijan's shares in Pristanište i Skladišta can therefore be estimated at HRK 25,484,000.00 (€3,392,323.65).

iv. Assets Associated with Oktavijan to be Included in the Accused's Disposable Means

154. In order to determine how much of the assessed value is to be attributed as disposable assets to the Accused, the Registrar takes note of the fact that it is not entirely clear whether all economic and thus value-defining transactions of Oktavijan were carried out under the sole responsibility of the Accused. Therefore, the Registrar takes a conservative approach on the assessment of the value of Oktavijan. Accordingly, the two main assets associated with the Accused's continued involvement in Oktavijan which are taken into account in the determination of disposable means are:

1) First, the amount of the basic capital of Oktavijan immediately after transfer of the Radnička Property. The basic capital of Oktavijan can definitively be attributed to the Accused. On 10 October 2001, as the founder and sole member of Oktavijan, he increased Oktavijan's basic capital to HRK 38,071,197.37. This increase resulted from the transfer of legal title of the Radnička Property to Oktavijan. Therefore, as of 10 October 2001, the Accused's ownership of Oktavijan was valued at HRK 38,107,700.00 or €5,072,737.87.[169]

2) Second, the value of the loans given to Oktavijan by the Accused in his name and which remain outstanding, excluding statutory interest. As previously explained, the financial books of Oktavijan show that as of 1 April 2006, the Accused was entitled to repayment of his personal loans in the amount of HRK 3,267,353.00 (€434,936.47).[170]

155. This approach does not take into account the market value of the Radnička Property as of 5 April 2006, nor its market value upon completion of construction. Such an assessment would amount to €27,271,000.00. Nor does the Registry take into account the most up-to-date book value (€24,566,759.43), or business income (€3,561,444.51), or its net profit (€5,179.27), as assessed through the FINA evaluation for business year 2010. Further, the Registry does not take into account that Oktavijan is the 99.75% owner of Pristanište i Skladišta, worth HRK 25,484,000.00 or €3,392,323.65. While strong indications exist that point to the Accused still maintaining control and ownership over Oktavijan's subsidiary, Pristanište i Skladišta, the Registrar has determined not to include this asset in the calculation of the Accused's disposable means.[171]

156. In light of the above, the above described assets of the Accused total HRK 41,375,053.00 (€5,507,674.26 ≈ €5,507,674.00).[172]

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[169] The Accused increased the company's initial capital of HRK 36,000.00 by HRK 38,107,797.37 to HRK 38,107,797.37 and then decreased it to HRK 38,107,700.00.

[170] See paras 129 132, *supra*.

[171] This conclusion was reached because, due to the complex web of transactions by which the Accused transferred money from accounts outside of Croatia, there remains slight uncertainty as to his ownership or control. It should be noted that such a circumstance was likely the goal of the Accused in making these transfers, and while the assets cannot be attributed 100% to him, the funds do not fall from his reach, having been diverted into his brother and his sister's personal accounts through said transactions.

[172] This figure represents the sum of personal loans to Oktavijan, amounting to HRK 3,267,353.00 (€434,936.47), and the basic capital of Oktavijan immediately after transfer of the Radnička Property, HRK 38,107,700.00 (€5,072,737.87).

f. Conclusion

157. To briefly summarise, the Accused founded Oktavijan independently, he contributed significant capital directly from his own personal resources, he entered into financial transactions on the company's behalf, he made personal loans to the company, and then he transferred his entire share (which consisted of 100% ownership) to his brother Mr. Zoran Praljak, who obtained no control or management role upon such transfer and who himself later transferred his ownership share to Mr. Nikola Babić-Praljak, the Accused's step-son, and to Mr. Zoran Praljak's own son (the nephew of the Accused). These factors, combined with the Accused's failure to credibly dispute these conclusions throughout the duration of the investigation into his means, leads the Registry to conclude that the Accused maintains a *de facto* ownership interest in Oktavijan. In addition, on the balance of the probabilities, the Registrar is satisfied that the Accused continues to manage and control Oktavijan by way of its management board members who are all his close relatives.

158. Accordingly, the Registrar includes **€5,507,674.00** of equity in Oktavijan in the Accused's disposable assets. This amount will be considered in the overall calculation of the Accused's disposable means.

2. Liberan d.o.o.

a. Introduction

159. Liberan was established on 1 October 2001 by the Accused and Messrs. Tihomir Penavić, Zlatan Pušić (previously mentioned in the context of the purchase of the Radnička Property and the Second Radnička Plot), and the Accused's brother Mr. Zoran Praljak. Upon its founding, the Accused held a single share in Liberan amounting to 25% of the company's basic investment capital. The Accused was appointed as a Director of Liberan on 1 October 2001. On 1 March 2004, two days prior to the issuance of the indictment, the Accused transferred his 25% share of Liberan to his brother, Mr. Zoran Praljak, for no consideration. The Accused continued to act as a Director at Liberan following the transfer and was only withdrawn as Director on 29 August 2005.

b. Accused's Ownership Interest in Liberan

160. The Registrar is satisfied, on the balance of probabilities, that the Accused holds a true ownership interest in Liberan. In this regard, the Registrar notes that the Accused transferred his share of Liberan to a close family member for no consideration two days prior to the issuance of the indictment.[173] Additionally, the Accused continued to act as a Director at Liberan following the transfer. The Accused was appointed to this position on 1 October 2001 and was withdrawn on 29 August 2005, after the Registrar had argued, in litigation concerning the Accused's eligibility for Tribunal-assigned counsel, that the

[173] In addition to disposing of his share of Liberan for no consideration immediately before the indictment was issued, the Accused took steps to conceal his ownership of other property around the date of his indictment. In particular, after the indictment was issued, the Accused transferred legal title to the Principal Family Home to a close family member and for no consideration. And, shortly before his indictment was issued, the Accused limited his proprietary contacts with Oktavijan.

Accused's ongoing relationship with Liberan was evidence of his true interest in the company.[174]

161. The Registrar is satisfied that the Accused is still able to exert control over Liberan because the sole manager of the company is Mr. Nikola Babić-Praljak, the Accused's step-son. Mr. Babić-Praljak became a Director at Liberan on 18 March 2004. Furthermore, the Accused's residence, the Principal Family Home, is the registered business address of Liberan.

162. However, the Registrar possesses limited information concerning the manner in which Liberan's investments have been funded. Further, based upon the information at the Registrar's disposal, it appears that the Accused's 25% ownership interest in the company is near worthless in a monetary sense and therefore insignificant in the determination of disposable means.

163. Liberan's only important asset is a share in another company, which is registered in their financial books[175] as a fixed term financial asset worth HRK 1,237,030.00 or €164,668.26. It was established that this asset relates to 22 March 2002 purchase of the company General Tobacco[176] from Ljubuški, Bosnia and Herzegovina. It was established that Mr. Zoran Praljak and Liberan concluded a loan contract[177] whereby Mr. Zoran Praljak loaned HRK 1,237,030.63 to Liberan for the purchase of General Tobacco. In this regard, the Registry was not able to establish a connection to the Accused with respect to that transaction.

164. Based on the foregoing, the Registrar considers it reasonable to exclude the Accused's ownership interest in Liberan from the calculation of his disposable assets.

c. Conclusion

165. The Accused's ownership interest in Liberan is excluded from the Accused's disposable assets. Accordingly, no value will be considered in the calculation of disposable means related to this business interest.

3.A. Personal Property

1. Principal Family Vehicle: Mercedes Benz Auto

166. In determining the Applicant's disposable means, the Registry includes "the equity in the principal family vehicle […] that exceeds the reasonable needs of the applicant, his spouse and persons with whom he habitually resides".[178]

167. The Accused stated in his Declaration of Means that he owned a personal vehicle, namely a Mercedes Benz 300 with the estimated value of BCM 6,800.00 (€3,476.69), which he supported with the evaluation of a licensed assessor.[179] The Accused thereafter informed the

[174] See para. 118 and fn.119, *supra*.
[175] According to the trial balance statement for Liberan for the period of 1 January 31 December 2005.
[176] According to the contract on the assignment and transfer of the initial capital of General Tobacco from 22 March 2002.
[177] According to 18 March 2002 loan contract between Mr. Zoran Praljak and Liberan.
[178] Registry Policy, Section 5(c).
[179] Evaluation from Croatia Osiguranje from Ljubuški for the Accused's Mercedes Benz automobile dated 2 August 2004 and provided by the Accused as appendix XXIII to his Declaration of Means.

Registry that he sold this car on 2 August 2005 for BCM 1,000.00 (€511.28), and provided supporting documentation for the sale.[180]

168. Based on the information provided and on the *de minimis* value of the vehicle, the Registrar does not include this asset or its sale price in the Accused's disposable assets. Accordingly, no value will be carried forward for the calculation of disposable means related to this automobile.

2. Yacht

a. Introduction

169. The Accused purchased a yacht by the name "Kala Hari", which was subsequently renamed to "Katarina Kosača" ("Yacht"), at an auction in Split on 11 February 1995 for HRK 19,300.00. The Yacht had previously been damaged by a mortar shell in Dubrovnik. In the following years, the Yacht was restored, increasing its value considerably. Pursuant to a formal sale agreement dated 29 August 2005, the Accused transferred ownership of the Yacht to his cousin, Mr. Vanči Mimica. The sale agreement was notarised on 5 July 2007.

b. Legal Framework

170. In accordance with Article 10(A) of the Directive, the Registrar may include an asset in the disposable means of an applicant for legal aid, where the applicant is not the registered owner of the asset, so long as the Registrar is satisfied, on the balance of probabilities, that the applicant "enjoys" or "freely disposes" of the asset as a true owner of the asset would.

171. Where the applicant has held legal title to the asset at issue and subsequently disposed of the asset, the Registrar may disregard the transfer pursuant to Section 5(f) of the Registry Policy if the Registrar is satisfied, on the balance of probabilities, that the asset was transferred for the purpose of concealing the applicant's true ownership. Where an applicant transfers legal title to an asset to a close family member and for no consideration, this will constitute strong evidence that the applicant is the true owner of the asset, and that the transfer was made to conceal the applicant's ownership status.[181]

c. Discussion

172. In his Declaration of Means, the Accused acknowledged that he was the owner of the Yacht which he purchased on 11 February 1995 for HRK 19,300.00. At that time, the Accused claimed that the value of the Yacht was equal to its purchase price.

173. In the September 2004 Request, the Registrar informed the Accused that he did not consider the purchase price of the Yacht to be an accurate reflection of its value. Consequently, the Accused was asked to provide the Registrar with an appraisal of the Yacht by a licensed assessor from an insurance company or another authorised body. Attached to the December 2004 Response was an 8 November 2004 appraisal of the Yacht by Mr. Srečko Favro, a licensed and court-appointed expert and evaluator for maritime traffic and transport from Split, Croatia ("Expert"). According to the Expert's appraisal, the Yacht has a value of HRK

[180] See September 2005 Correspondence.
[181] Reference to the aforementioned decision can be provided by the Registry upon order by the Tribunal due to its confidential *ex parte* classification.

300,000.00 (€39,934.74).[182] However, in the December 2004 Response, Accused's counsel reiterated that the Accused's ownership interest in the Yacht was limited to its purchase price, or HRK 19,300.00. The Accused's counsel claimed that the Accused's cousin, Mr. Vanči Mimica, held an ownership interest in the Yacht that was equal to "the remaining portion of the equity up to the market value of the sailboat, because he exclusively invested his mens [sic] (in kind and capital) that were needed in order to make the boat sailable". The Accused's counsel also stated that "Mr. Mimica is taking care about permanent mooring of the boat, her maintenance and servicing (including inventory and equipment) without any financial or other support of Mr. Slobodan Praljak".

174. Prior to the December 2004 Response, the Accused had submitted a handwritten agreement ("Written Agreement") that he allegedly concluded with Mr. Mimica, according to which the Accused and Mr. Mimica agreed that the latter would be responsible for the maintenance of the Yacht, while both the Accused and Mr. Mimica would be entitled to use the Yacht.[183] The Written Agreement is dated 1996, but bears only Mr. Mimica's signature and was only notarised on 1 September 2004, two days before the Accused applied for Tribunal-paid counsel. Consequently, the Registrar is satisfied that the Written Agreement was concluded on or about 1 September 2004.

175. During an interview with the Registrar's Financial Investigator on 4 February 2005, Mr. Mimica claimed that "tak[ing] into consideration financial investments only, [the Accused and Mr. Mimica] invested about 50% of the money in the boat, although reconstruction, equipment and maintenance (painting, cleaning) were done exclusively by [Mr. Mimica]". Mr. Mimica also stated that he had "not kept any bills or other evidence of [his] investment […]" and did not produce any other evidence for his investments.

176. In the September 2005 Correspondence, Accused's counsel claimed that the Accused had "transferred all his rights related to the [Yacht] to […] Mr. Vanči Mimica, who paid [the Accused] HRK 30,000 […] and became a sole owner of the boat". In support, a "Contract on Ownership Title Transmission" dated 29 August 2005 was supplied to the Registrar ("August 2005 Contract").[184] Paragraph 2 of the August 2005 Contract stipulates that at the signing date of the contract Mr. Mimica paid the amount of HRK 19,300.00 to the Accused, increased by HRK 10,700.00 in interest, totalling HRK 30,000.00. The August 2005 Contract was not notarised and did not bear the stamp of the Tax Administration.

177. In the Opportunity to Comment Letter of 11 January 2007, the Registrar informed the Accused that he was not satisfied that the Accused was not still the sole owner of the Yacht. In taking this position, the Registrar had satisfied himself that the Accused had not met his burden of proof, as the evidence before the Registrar did not show that Mr. Mimica made

[182] Expert appraisal of the Yacht dated 8 November 2004 was performed by a permanent court expert and evaluator for the maritime traffic and transport Mr. Srečko Favro, licensed engineer from Split, Croatia ("Expert").
[183] The Written Agreement was appended to the Accused's Declaration of Means.
[184] Article 3 of the August 2005 Contract provides "that Vanči Mimica improved, remounted and repaired the [sail boat], described in Article 1 of this Contract, and therefore increased the value of the [sail boat] from the previous amount of 19,300.00 kunas to 30,000.00 kunas by his work and investment". Article 4 of the August 2005 Contract provides that "[o]n day of signing this Contract, Vanči Mimica pays to Slobodan Praljak his share invested in purchase of the [sail boat], described in Article 1 of this Contract, in amount of 19,300.00 kunas, increased for interest rate of 10,700.00 kunas, that in total says 30,000.00 kunas, and Slobodan Praljak transmits the ownership title over the [sail boat] […] on Vanči Mimica". Article 5 of the August 2005 Contract provides that "Slobodan Praljak gives to Vanči Mimica, after the payment of 30,000.00 kunas, the unconditional inscription right of the ownership title over the [sail boat] in subject, on his own name in public records and documents where the [sail boat] is inscribed and evidenced".

investments in the Yacht, or that the Accused transferred legal title to the Yacht to Mr. Mimica.[185] With respect to the former, the Registrar notes that the Written Agreement was concluded shortly before the Accused applied for Tribunal-paid counsel, which suggests that it was produced to facilitate the Accused's access to Tribunal legal aid. Additionally, neither the Accused nor Mr. Mimica submitted objective proof in support of their claims concerning the extent of Mr. Mimica's investments in the Yacht. With respect to the latter, the Registrar notes that legal title to the Yacht could not have been conferred upon Mr. Mimica pursuant to the August 2005 Contract because, as stated above, the contract was not notarised and does not bear the stamp of the Tax Administration. Further, the Accused did not submit proof that he received HRK 30,000.00 from Mr. Mimica on or around 29 August 2005.

178. In the Opportunity to Comment Letter of 11 January 2007, the Registrar further invited the Accused to produce documentation which confirmed that the Yacht was sold to Mr. Mimica for HRK 30,000 on 29 August 2005, i.e. a notarised copy of the August 2005 Contract which bears the stamp of the Tax Administration, the latest registration permit for the Yacht, and/or bank statements showing that Mr. Mimica transferred HRK 30,000 to the Accused on or about 29 August 2005.

179. In his February 2007 Reply to the Registry, the Accused merely reaffirmed the assertion in his September 2005 Correspondence that he is no longer the owner of the Yacht and added that the only reason for the Accused's official ownership over the Yacht was that he bought it in his own name on an auction.[186] The Accused subsequently contributed some material for the reconstruction of the Yacht, while Mr. Mimica worked on the boat for four years. The Accused further asserted that Mr. Mimica, "a pensioner with a small pension", needed "time to save up the money to pay the turnover tax and transfer the Yacht to his name".[187] The Accused alleged that the purchase is already settled with Mr. Mimica, who is, according to the Accused, the legal owner of the Yacht.[188] However, the Accused did not submit any proof for work performed or any material contributed by Mr. Mimica on the Yacht.

180. On 11 July 2007 the Accused provided the Registry with a notarised copy of a "Contract on Ownership Title Transmission" from the Accused to Mr. Mimica, also dated 29 August 2005, which was notarised on 5 July 2007 by the public notary from Omiš ("Notarised Contract"). The Notarised Contract bears the stamp of the Ministry of Finance, Tax Administration, Branch Office Omiš, proving that Mr. Mimica paid the taxes in the amount of HRK 5,000.00 on 5 July 2007, and that price of the Yacht used as the tax base was estimated at HRK 100,000.00 or €13,311.58. The Notarised Contract represents an altered version of the August 2005 Contract the Accused had submitted on 15 September 2005; the main alterations are the price paid by Mr. Mimica and the omission of the value of the Yacht in the amount of HRK 300,000.00 as assessed by the Expert.[189]

[185] As claimed in the September 2005 Correspondence by the Accused.
[186] Response to the Opportunity to Comment Letter of 15 February 2007, page 13, para. 82: "That boat the yacht, was hit by a 120 mm mortar shell in Komolac Marina, Dubrovnik. I bought her at auction for HRK 19,300.00 (€2,569.13). That is the reason and the only reason why the boat is in my name".
[187] *Id.*
[188] *Id.,* "Mr MIMICA is now retired (with a small pension) and needs time to save up the money to pay the turnover tax and transfer the yacht to his name. But he settled with me and THE ENTIRE BOAT IS HIS." However, in the same paragraph the Accused adduces: "When Mr. MIMICA saves the money and pays the turnover tax, I will send you the document.", which suggests that as of 15 February 2007 there was no sales contract as yet.
[189] Specifically, Articles 2 4 have been altered: Articles 2 and 3 of the 29 August 2005 Contract as submitted to the Registrar on 15 September 2005 are entirely omitted; Article 4 has been altered to the extent that in the Notarised Contract Mr. Mimica had paid at the date of signing of the contract HRK 19,300.00 instead of HRK 30,000.00, as claimed in the 29 August 2005 Contract.

181. The documents sent by the Accused on 11 July 2007 are supportive of his claim that he is not the legal owner of the Yacht, at least formally, as of 5 July 2007. However, the Registrar is in receipt of an Official Note of the Department of Economic Crime of the Zagreb Police Administration of 19 June 2002, containing the transcript of an interview of officers of the above Department with the Accused pertaining to the reconstruction of the Yacht at the Šibenik Repair Shipyard ("Interview").[190] In the Interview, the Accused states that Mr. Vladimir Lipović, the director of the Šibenik Repair Shipyard, had offered him to repair the Yacht. The offer was subsequently accepted by the Accused. The Accused further stated in the Interview that he had delivered all required materials and equipment to the Shipyard himself, sometimes with the help of his cousin, Mr. Mimica.[191] Although the Accused asserts in the Interview that not even 50% of the agreed repair work had been finished when the Accused picked up his Yacht from the Shipyard, he does not claim that any of the work on the Yacht had been carried out by Mr. Mimica or that Mr. Mimica had purchased any of the materials subsequently used for the repair works on the Yacht.[192] Moreover, the Special Report of the Šibenik-Knin Police Administration of 28 June 2002 states that "only several final jobs of making the boat seaworthy remained unfinished". This circumstance supports the position that the main part of the repairs had been carried out by the Šibenik Repair Shipyard.[193]

182. The Registrar is further in receipt of an Investigation Request from the Deputy County State Attorney of Šibenik against Mr. Vladimir Lipović ("Investigation Request").[194] Mr. Lipović is suspected to have committed the criminal offence of Abuse of Office and Official Authority by, *inter alia*, repairing the Accused's Yacht in the Šibenik Repair Shipyard at the expense of the company and for no consideration paid by the Accused.[195]

183. The Deputy County State Attorney concluded in its report that Mr. Lipović and the Accused agreed in 1995 that the Accused would tow his damaged Yacht to the Šibenik Repair Shipyard and that the Shipyard would repair the Yacht at its own expense.[196] In line with that agreement the Yacht was repaired in the Shipyard until the Accused picked it up on 17 June 1997. The Deputy County State Attorney alleges that the value of used material and works on the Yacht amounts to HRK 501,324.28.[197]

184. The Accused submitted two documents, both titled "Contract on Ownership Title Transmission", the latter in a notarised version (August 2005 Contract and Notarised Contract, *supra*). The Notarised Contract, although allegedly signed on the same date as the August 2005 Contract, contains substantial alterations and omissions concerning both price and value of the Yacht, which lowered the taxes due upon notarisation of the contract by a

[190] Official English translation of the Official Note on an interview with Slobodan Praljak on 19 June 2002 on the official premises of the Department of Economic Crime of the Zagreb Police Administration, p. 1.
[191] *Id*., p. 2. During the Interview, which actually concerned the question of whether the Accused had received any services by Mr. Lipović which were unpaid, the Accused "rejects that he has taken even a single kuna more than he took to the Shipyard. He adds that he is the one who is out of pocket […]".
[192] *Id*.. "[The Accused] says decidedly that the Shipyard never bought any materials at all for restoring the yacht. He [the Accused] bought everything and took it there, and sometimes Vanči Mimica took the material instead of him."
[193] Šibenik Knin Police Administration, Crime Police Department, Number: 511 13 04 47 07 33/KU/ 356/2002 LJM LJB of 28 June 2002, p. 11.
[194] Ref. No.: K DO 24/06 of 16 June 2006, ZI/ZI, received by the Registrar on 9 May 2007.
[195] Article 337 Paragraph 4 in connection to Paragraph 3 and 1 of the Criminal Code of the Republic of Croatia.
[196] The State Attorney refers to the criminal complaint of the Šibenik Knin Police District KU 356/2002 of 28 June 2008 and its attachments, and the statement of Mr. Lipović himself, see Investigation Request, *supra,* para. 191.
[197] See Investigation Request, *supra,* para. 191.

significant amount. The Registrar concludes that the Notarised Contract does not contain the actual agreement of the parties and is void by law under the applicable legal provisions.[198] Accordingly, the Registrar concludes, on the balance of probabilities, that the Notarised Contract is not legally binding.

185. Furthermore, regardless of whether or not the Notarised Contract was considered as formally valid, the Registrar is satisfied, on the balance of probabilities, that the legal title to the Yacht was transferred for the purpose of concealing the Accused's true ownership of it. The Accused has continually failed to submit to the Registry evidence of any payment for the Yacht by Mr. Mimica to the Accused.

186. The evidence before the Registrar does not show that Mr. Mimica made any investments in the Yacht which may have granted him any sort of ownership rights. Considering the Accused´s Interview and the content of the Investigation Request, the Registrar is satisfied that the Yacht was entirely repaired in and by the Šibenik Repair Shipyard on the order and for the benefit of the Accused alone and that Mr. Mimica's involvement and contribution to the reconstruction of the Yacht is insignificant. The evidence demonstrates that Mr. Mimica did not accrue any ownership rights on the Yacht previous to the signing of the Notarised Contract.

187. In light of the foregoing, and pursuant to Section 5(f) of the Registry Policy, the Registrar is satisfied, on the balance of probabilities, that the Accused transferred legal title to the Yacht for the purpose of concealing his true ownership of it, and disregards the Accused's assertions pertaining to Mr. Mimica's legal ownership thereof.

188. Although the Investigation Request alleges that the value of works on the Yacht and used material amounts to HRK 501,324.28 and that thus the value of the Yacht could be considered, at a minimum, at HRK 501,324.28, the Registrar considers the evaluation of the Expert a sufficiently reliable source and thus assesses the value of the Yacht pursuant to the evaluation of the Expert.[199] According to the Expert's appraisal, the Yacht has a value of HRK 300,000.00 or €39,934.74 ≈ €39,935.00.

d. Conclusion

189. In accordance with Section 5(e) of the Registry Policy, the equity in an asset owned by the Accused may be included in his disposable means. Accordingly, the Registrar includes **€39,935.00** of equity in the Yacht in the Accused's disposable means. This amount will be considered in the overall calculation of the Accused's disposable means.

3. Bank Accounts

a. Commerzbank

[198] Civil Obligation Act of the Republic of Croatia, Official Gazette of the Republic of Croatia no.35/2005 and 41/2008, Articles 273 and 285.
[199] To the benefit of the Accused.

190. In his February 2007 Reply, the Accused denied being the owner of any bank account at the Commerzbank in Frankfurt, Germany ("Commerzbank").[200]

191. However, the Registrar is aware that on 7 June 1999 and 5 July 1999, the Accused made bank transfers which totalled DM 1,689,480.65 from one of his accounts at the Commerzbank to Mr. Pušić's foreign currency account at the Raiffeisenbank. Furthermore, the Registrar is aware that on 5 July 1999 and 6 September 1999, the Accused made bank transfers totalling DM 546,713.65 from another account which he held at the Commerzbank to Mr. Pušić's foreign currency account at the Raiffeisenbank. The Registrar was, at that time, satisfied by documentary evidence that two bank accounts were open in the Accused's name at the Commerzbank.

192. In the Opportunity to Comment Letter of 15 February 2007 the Registrar requested that the Accused confirm whether the two accounts were still open, and if so, to provide the Registrar with the latest bank statements for the accounts. If the Accused were to claim that the accounts had been closed, the Accused was asked to provide the Registrar with proof in support of his claim.

193. While the Registrar is convinced that it would be reasonable to consider the accounts identified above in the calculation of the Accused's disposable means, there is no information currently available related to the current balance of these accounts. Accordingly, no assets related to these accounts can be included to the disposable means of the Accused.[201]

b. <u>Privredna Bank</u>

194. The Registrar is aware that a current account at the Privredna Banka Zagreb d.d. ("Privredna Banka") was opened in the Accused's name on 6 December 1999 (and that the Accused maintains further bank accounts with the Privredna Banka). In the Opportunity to Comment Letter of 11 January 2007, the Registrar requested the Accused to confirm whether the account was still open, and if so, to submit the latest bank statement for the account. If the Accused were to claim that the account had been closed, he was asked to provide the Registrar with proof in support of his claim.

195. In his Response to the Opportunity to Comment Letter of 15 February 2007, the Accused stated that funds in his three bank accounts in Privredna Banka represent his regular monthly income (more specifically his pension which is invoiced to his current account). In his further communication of 23 April 2007 the Accused provided statements from Privredna Banka showing that his current account is used only for receiving his pension. The second account is inactive as of 2002 with a minimal balance of HRK 1.34. On the third account (per the Accused's bank book) there is no activity as of 2006 with a *de minimis* balance of HRK 61.01.

[200] In his response letter the Accused said, "I do not know anything about it. Have the Registrar send me proof of the accounts with Commerzbank in Frankfurt. I have never been in Frankfurt and I did not open any accounts. Let the Registrar tell me how he came about this information; otherwise, I will write to Commerzbank in Frankfurt and ask them to explain to me how you obtained this information. I will write to the embassy of the Federal Republic of Germany in Zagreb asking them to respond to that question". This statement was only reiterated in his later correspondence with the Registry in his 5 February 2010 Response to 26 November 2009 Opportunity to Comment Letter.

[201] The Registrar notes that inclusion of any such bank balances would not affect the final conclusion.

196. Accordingly, and noting that the Accused's pension is taken into account in the Income Section, no equity is included in the Accused's disposable means in regard to these bank accounts.

c. Raiffeisenbank

197. The Registrar is aware of two accounts opened with a Raiffeisenbank, Zagreb, Republic of Croatia. One is a foreign currency account and another a sight deposit/current account in HRK. The Accused never informed the Registrar of, or provided any information pertaining to, his accounts with the Raiffeisenbank. Nevertheless, the Registry is aware of the Accused's transactions on these two accounts in the period between 1 January 2000 and 4 July 2006 in the foreign currency account and the transactions on the sight deposit account in the period between 1 January 1998 and 21 September 2005. In the Opportunity to Comment Letter of 11 January 2007, the Registrar noted that larger sums of money have moved through foreign currency account of the Accused. For example, as of 31 December 2000, a total of approximately DM 17,936,356.58 was transferred into the Accused's foreign currency account, and a total of approximately DM 17,936,132.17 was withdrawn. Furthermore, in 2001, approximately DM 5,031,124.92 was transferred into the Accused's foreign currency account, and approximately DM 5,031,345.10 was withdrawn. The Registrar also observed that in 1999, a total of HRK 20,763,324.00 was transferred into the Accused's sight deposit/current account, and a total of HRK 20,763,318.89 was withdrawn.

198. The Registrar informed the Accused in the Opportunity to Comment Letter of 11 January 2007 that he considers the abovementioned funds on both Raiffeisenbank accounts to be *de minimus*, and as such, is satisfied that the funds are no longer available to the Accused.[202]

199. Accordingly, no equity is included in the Accused's disposable means in regard to these bank accounts.

d. Dresdner Bank

200. The Registrar is aware that the Accused holds three accounts with the Dresdner Bank of Frankfurt am Main ("Dresdner Bank"). Specifically, the Accused holds one current account with a balance of €823.23, one time deposit with a balance of €65,059.69 and a savings account with a balance of €1,055.57. The balances of these accounts remain largely unchanged since the beginning of 1998. The Accused never informed the Registrar of or provided any information pertaining to his accounts with the Dresdner Bank.

201. Upon being questioned about all three accounts at Dresdner Bank (total balance of €66,938.49), the Accused expressed shock and alleged that he did not own these funds.

[202] In particular, the Registrar is satisfied that the Accused held only the minimum balance required as of 31 May 2005 in his foreign currency account at the Raiffeisenbank (€247.07; US$1.23; and CHF 32.02) and on his sight deposit/current account as of 1 June 2005 (HRK 36.19).

While he did not claim ownership, the Accused instructed his attorney to transfer the sum to his step-son Mr. Nikola Babić-Praljak pending a determination of its ownership.[203]

202. On 26 September 2010, the Accused provided the Registry with an additional explanation regarding the funds on Dresdner Bank. The Accused reiterated his prior explanation from 5 February 2010 that the funds in the account do not belong to him and that he did not have any knowledge of how the funds were transferred in his account. Furthermore, the Accused stated that it took him a year to ascertain to whom this money belongs and for what purpose it had been put into the account. His letter included a notarised statement by Mr. Milenko Malić ("Malić Statement"), from Zagreb, who stated that he had received Euro 69,400.00 from Mr. Nikola Babić-Praljak on 20 March 2010 as return of funds gathered in the early 1990s for the Croatian Defense Council for the procurement of radio communication equipment. Mr. Malić further stated that the funds were not spent at the time for the intended purpose, and that the funds accordingly remained in the Accused's account. According to Mr. Malić, the funds were deposited into account by a person named Stanko Ramljak.

203. Through letter dated 1 October 2010, the Registry requested the Accused to provide verifiable and reliable evidence which would enable the Registry to verify the veracity of the Malić Statement.[204] The Accused provided a response on 9 October 2010 in which he reiterated his previous statements, namely that the money was not his, that he does not have any knowledge of this money, and that the money has been given back to the owner.

204. Therefore, lacking any reasonable and verifiable explanation by the Accused, and in light of clean evidence that the Accused has ownership and control of the funds, the Registrar finds, on the balance of the probabilities, that these funds belong to the Accused.

205. Accordingly, €69,404.33 ≈ €69,404.00 will be considered to be part of the Accused's disposable means.

206. The Registrar includes the above assets in their entirety of **€69,404.00** in the Accused's disposable means. This amount will be considered in the overall calculation of the Accused's disposable means.

[203] According to 5 February 2010 response to the Opportunity to Comment Letter of 26 November 2009, page 5 of Annex I, the Accused states that "[t]his is not my money, I did not deposit it. I cannot send it either. The money was deposited by Mr. Kovačić with Mr. Nikola Babić Praljak. I am trying to find out who deposited the money most probably for the defence of Croatia. It is hard for me to find out who deposited this money as soon as I find out I will let you know."

[204] I.e. evidence that Mr. Ramljak indeed deposited money into the respective bank account. Such evidence may be in the form of a bank statement, and/or notarised or certified agreement between the Accused and Mr. Ramljak, or between the Accused and Mr. Malić, dated around the year 1990, which would demonstrate that the funds were indeed deposited for the purpose as claimed in the Malić Statement, or any other reliable and independent evidence which would indicate the transaction (for instance a bank statement showing withdrawal of such amount of money from Mr. Malić's bank account at that time, a bank statement proving that the money was withdrawn from Mr. Nikola Babić Praljak's bank account in the amount of €69,400.00 on or close to 20 March 2010 when the funds were allegedly returned to Mr. Malić, a bank statement proving that Mr. Malić deposited the funds received by Mr. Babić Praljak into his own bank account or transferred the funds to any other account owned or controlled by him around the time of the alleged hand over, and evidence proving that Mr. Malić, prior to 20 March 2010, made a demand for or claim to the funds deposited into the respective account).

4. Income

207. The Accused receives a monthly pension of HRK 6,966.51 (€927.35) from the Croatian Institute for Pension Insurance.[205] The Accused's spouse receives a monthly pension of HRK 2,985.77 (€397.45) from the Croatian Institute for Pension Insurance.[206]

208. In accordance with the marital property regime of Croatia, the income of the Accused's spouse constitutes marital property; therefore, it belongs to the Accused and his spouse.[207]

209. Under Section 7 of the Registry Policy, all salaries, wages and commissions of the Accused and his spouse shall be included in the Accused's disposable means. In calculating income for the purpose of determining the Accused's disposable means, the Registrar considers that the Accused will receive his income from the date of this decision until the conclusion of the estimated period in which the Accused will require representation before the Tribunal.

210. For the purpose of calculating the Accused's income, the Registry estimates the period in which the Accused will require representation before the Tribunal, beginning from the date of this decision, as five (5) months.[208] In the absence of proof to the contrary, the Registrar considers that the Accused will continue to receive his income for the duration of this period.

211. On this basis, the total income to be received by the Accused over the period in which the Accused will be given Tribunal-paid representation is €6,624.00 [(€927.35+ €397.45) x 5 months].

212. Accordingly, the Registrar includes **€6,624.00** of income in the Accused's disposable means. This amount will be considered in the overall calculation of the Accused's disposable means.

B. Liabilities

1.B. Expenses Incurred in Preparation of the Accused's Defence

213. In correspondence dated 6 April 2006 the Accused claimed that he incurred costs totalling €296,605.41 in relation to the preparation of his defence ("Defence Costs"). According to the Accused, the Defence Costs were comprised of the following:

- €22,000.00 in rental fees for office space between April 2004 and February 2006;
- €21,755.00 in office expenses/utility fees between April 2004 and February 2006;
- €9,640.50 in travel expenses between 1 July 2004 and 31 October 2005;

[205] According to an October 2009 certificate provided by the Accused with his 5 February 2010 correspondence. Note that this figure represents an update as compared with that provided originally in the Accused's Declaration of Means.
[206] *Ibid.*
[207] See The Law on the Family of Croatia, Articles 248 and 249.
[208] The Registry notes that the Accused was given Tribunal funded representation in the case of *Prlić et al*. for a period of 77 months, as of 15 February 2006 (when Trial Chamber II issued its Decision on Assignment of Counsel) until the date of the current decision. The cumulative income received by the Accused over this period totals €102,009.60**.** For the purposes of this decision, however, the Registry is following its usual practice of calculating the income and the estimated living expenses of the Accused (discussed in in Section III) beginning from the date of the decision until December 2012 (the estimated date of conclusion of the trial). This approach is favourable to the Accused as it results in a reduction of the income calculation of €102,009.60.

- €142,000.00 in attorney fees from 1 July 2004 to 31 October 2005;[209]
- €43,032.31 in fees for permanent staff that the Accused employed from 4 April 2004 to 6 March 2006; and
- €58,177.60 in fees for temporary staff that the Accused employed from 4 April 2004 to 6 April 2006.

214. In the Opportunity to Comment Letter of 11 January 2007, the Accused was informed that the Registrar could only take the Defence Costs into account in assessing the Accused's ability to remunerate counsel if the Registrar was satisfied that the Accused in fact incurred the Defence Costs. This would mean that the Accused had actually incurred a debt, liquidated assets, or spent cash that he was holding in order to cover the Defence Costs.

215. As the burden of proof is upon the Accused to demonstrate his means or lack thereof, he was invited in the Opportunity to Comment Letter of 11 January 2007, to provide the Registrar with proof that he in fact incurred the Defence Costs (a notarised lease agreement for rented office space, utility bills, receipts for airline tickets, contracts concluded with attorneys, income tax returns filed by attorneys, etc.), and an explanation, supported by objective documentation, as to the manner in which the Accused raised the funds to meet the Defence Costs.

216. In his February 2007 Reply, the Accused declined to provide the requested documentation. The Accused only provided a letter from his counsel stating that, by special agreement on 29 September 2005, the Accused and his defence team agreed that the Accused will pay a total of €90,000.00 in back fees as soon as possible, but no later than 31 December 2008. However, this submission does not state that the Accused has made any financial contribution to his defence thus far, nor does it provide any objective documentation that would support such a conclusion. Further, in the letter of 5 February 2010, the attached annex indicates that the agreement was modified to defer the outstanding payment until 31 December 2010, at the latest.[210] The agreement indicates that this deferral was as a result of a final determination having not been arrived at by the Registrar in relation to the Accused's disposable means. The Registrar believes that this agreement is yet another attempt by the Accused to minimise the total assets that can be attributed to him in the determination of his ability to remunerate counsel.

217. The Registry is not aware that any payments have actually been executed in regard to these alleged liabilities. In light of the various amendments of previous agreements between the Accused and his Defence as outlined above, it is yet unclear whether the obligations of the Accused in the agreement of 5 August 2004 which was subsequently amended on 2 March 2005, 29 September 2005, 4 February 2007, and 2 November 2009, will be satisfied as allegedly agreed. Accordingly, the Registrar finds that the Accused has not met his burden of proof for the existence of the above liabilities.

218. Accordingly, as the Accused has not met his burden of proof that he incurred any of the above Debts to counsel or paid any of the Defence costs, the Registrar does not take the alleged liabilities into consideration in the calculation of the Accused's disposable means.

[209] According to the Accused, this figure represents €42,000.00 owed to Lead Counsel, €30,000.00 owed to Co Counsel, and €18,000.00 owed to Ms. Karmen Babić Praljak.
[210] Verbal agreement (dated 2 November 2009) attached to the response of 5 February 2010.

2.B. Encumbrances on Real Property

a. Čapljina Property & Pisak Property

219. In the February 2006 Reply, the Accused claimed that the Čapljina Property is encumbered by a mortgage.[211] Since the burden of proof is on the Accused to show that he is unable to remunerate counsel, the Registrar requested that the Accused submit proof to support his claim concerning the alleged mortgage on the Čapljina Property, namely, the Land Registry extract which pertains to the Čapljina Property and/or the loan contract that the alleged mortgage was intended to secure.[212] While the Accused provided documentation related to the Čapljina Property, the copies of the Land Registry extract provided do not indicate any encumbrances on this property.

220. The Accused later acknowledged that there was no mortgage on the property, but provided a copy of a contract dated 9 January 2006 ("Loan Repayment Contract") with the company Pristanište i Skladišta ("Lender") to which he is allegedly indebted. The Loan Repayment Contract stipulates that the Accused borrowed the amount of HRK 327,474.60 (€43,592.05)[213] by contract of 1 January 2005 ("1 January 2005 Loan Contract"), and that the Lender will be allowed to register a mortgage on the Čapljina Property two years after the signing of the contract if the Accused has not yet repaid the loan by that time.[214] In his February 2007 Reply, the Accused stated that he has not repaid this debt as yet. To date, however, the Accused has provided no objective evidence that the Čapljina Property is actually encumbered by a mortgage.

221. In fact, in his response to 26 November 2009 opportunity to Comment Letter, the Accused claimed that because the alleged debt had not been repaid, he had been formally informed by the creditor that they would file the request for recording the mortgage in the Land Registry. On 7 July 2010 the Accused provided a notarised Annex to the "Loan Repayment Contract" in which the Accused accepts that his original loan of HRK 327,474.60 has been increased by interest accrued until 31 December 2009 amounting to HRK 75,742.57 and that he furthermore allows the Lender to secure his claim with a mortgage on the Čapljina Property. Under the annex, the Accused permits the Lender to have the unconditional right of entering into books the right of pledge into-landownership without any further accordance or consent. However, the Accused did not provide to this date any evidence from the Čapljina Land Registry in relation to the actual execution of such agreement.

222. Additionally, the Registrar is not satisfied that the loan extended to the Accused comported with legal requirements and therefore is unable to conclude that the Loan Repayment Contract is valid. Article 431 of the Croatian Law on Trading Companies[215] provides that a limited liability company may only grant loans to management board members, procurators, and their respective family members on the basis of a decision taken by the Supervisory Board of the limited liability company, or, where the limited liability company does not have a Supervisory Board, by a decision of the company membership. The Accused was the

[211] See 27 February 2006 Reply at page 11, where the Accused states that he "took a mortgage on [his] small house in Čapljina to service the debt with [Pristanište i Skladišta] of Sisak".
[212] 11 January 2007 Opportunity to Comment Letter, para. 28.
[213] At a rate of 4% interest per annum. The amount of HRK 327,474.60 equals €43,592.05.
[214] See February 2007 Reply, para. 28.
[215] According to the Companies Act of Croatia, Official Gazette of the Republic of Croatia No.111/93, 34/99, 52/00, 118/03, 107/07,146/08 and 137/09 Article 431.

procurator of Pristanište i Skladišta at the time the loan was made, but the 1 January 2005 Loan Contract does not reference any decision of either the Supervisory Board or the company membership of Pristanište i Skladišta. The Registrar requested the Accused to confirm whether a decision was taken by either the Supervisory Board or the membership of Pristanište i Skladišta which would allow the company to extend the Accused a loan.[216] In response, the Accused declined to provide this information.[217]

223. The Registrar highlights the conclusion herein related to Oktavijan's subsidiary, Pristanište i Skladišta. While the information available was insufficient to calculate the Accused's exact financial interest in the subsidiary, it is clear that he maintains control and ownership over Pristanište i Skladišta. Considering this, the Registrar concludes, on the balance of the probabilities, and in absence of any objective evidence to the contrary, that this alleged encumbrance is an attempt by the Accused to minimise the assets which can be attributed to him in the calculation of his disposable means.

224. In addition to alleging that the Čapljina Property is encumbered as a result of a loan the Accused received from the Lender, he also contends that the same loan serves as a basis for the Pisak Property to be encumbered.[218] However, no documentation has been provided by the Accused which would serve to substantiate his claim in this regard. On the contrary, according to the updated certified entry to the Land Registry of 19 July 2011 for the Pisak Property that was provided with the 13 September 2011 communication by the Croatian authorities, it is evident that there are no encumbrances on the Pisak Property which are registered with the Land Registry.

225. Based on the foregoing, the Registrar is satisfied that there are in fact no encumbrances on the Čapljina Property or the Pisak Property. Accordingly, the €56,551.00[219] of equity with respect to these properties will be included in the Accused's disposable means.

C. Conclusion of Disposable Means

226. **DM** represents the Accused's disposable means. The Accused's disposable means is the sum total of his income and assets, minus liabilities, that the Registrar can reasonably consider on the balance of the probabilities for the purpose of calculating the extent to which the Accused is able to remunerate counsel.

Assets:

Value of the equity in the Principal Family Home (Kraljevac Property)	€682,659.00
Proceeds from the sale of the Ilica 109 Property	€97,175.00
Value of the Čapljina Property	€23,907.00
Value of the Pisak Property	€32,644.00
Value of the Oktavijan (including the Radnička Property and loans)	€5,507,674.00
Value of the Yacht	€39,935.00
Value of the income (Pension only) of the Accused and his spouse	€6,624.00

[216] See 11 January 2007 Opportunity to Comment Letter, para. 59.
[217] See February 2007 Reply, para. 59.
[218] According to the letter of the Accused to the Registry dated 7 June 2010, Annex I, Articles I, III and IV.
[219] This value represents the aggregate of both properties, namely the Čapljina Property (€23,907.00) and Pisak Property (€32,644.00).

Value of the assets from Dresdner Bank accounts	€69,404.00
Total Value of the Accused's Disposable Assets	**€6,460,022.00**

Liabilities:

Total Value of the Accused's Liabilities	**€0.00**

Overall Calculation of the Accused's Disposable Means:

Total value of the Accused's Disposable Means	**€6,460,022.00**

227. In the present case, DM is **€6,460,022.00**. This value will be considered in determine the Accused's contribution to his defence on the basis of the Registry formula.

III. The Accused's Estimated Living Expenses

228. According to the Registry Policy, the estimated living expenses of the Accused and the members of his household are to be deducted from the Accused's disposable means.

229. The estimated living expenses of the Accused and the members of his household are calculated according to the formula in Section 10 of the Registry Policy:

$$\left[\frac{AE}{2.99^{220}} \times (M + D) + EE\right] \times T = ELE$$

Where:

AE represents the average monthly expenditure for an average household obtained from official documentation of the government of Croatia. The average monthly expenditure index includes accommodation and living costs. The most up-to-date statistics that are available from the Central Bureau of Statistics of the Republic of Croatia show that the average expenditure of an average household per month in Croatia was HRK 6,833.00 or €909.58 during the period in which the Accused will be given Tribunal-paid representation.[221] As such, in the present case AE is determined to be €909.58.

EE represents additional monthly living expenses of the Accused and the members of his household. The Accused claims that due to his detention he has increased costs due to the need for €100.00 per week for telephone cards and €80.00 for other costs in the DU canteen. These additional costs are not to be considered, since his basic needs are covered by the DU weekly allowance of €15.88, while other costs of living are included in the AE component as if he actually lived in Croatia. Therefore, in the present case, EE is zero (€0.00).

[220] According to 2001 Census in the Republic of Croatia the average household in Croatia has 2.99 members. This is the most current official information available to the Registrar.
[221] According to the web page of the Central Bureau of Statistics of the Republic of Croatia, htpp://www.dzs.hr and their Statistical Yearbook for the relevant period along with the applicable Consumer Price Index.

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M represents the number of people who habitually reside in the Principal Family Home and constitute a common, indivisible financial unit, meaning sharing the costs of life - in the present case, two (2), the Accused and the Accused's spouse.

D represents the Accused's dependents who do not habitually reside in the Principal Family Home – in the present case, zero (0).

T represents the estimated period in which the Accused will require representation before the Tribunal. In the present case, T is 5 months, beginning from the date of this decision until the projected end of the trial.[222]

ELE represents the estimated living expenses during the period in which the Accused will be given Tribunal-paid representation. In the present case, ELE is €3,042.00.

Application of formula:

$$\frac{[AE \times (M + D)}{2.99} + EE] \times T = ELE$$

$$\frac{[€909.58 \times (2)}{2.99}] \times 5 = €3,042.07 \approx €3,042.00$$

ELE = €3,042.00

230. The estimated living expenses of the Accused and the members of his household during the period in which the Accused will be given Tribunal-paid representation (**€3,042.00**) are deducted from the Accused's disposable means.

IV. Calculation of the Accused's Contribution

A. Application of the Formula

231. The formula in Section 11 of the Registry Policy is used to calculate the extent to which the Accused is able to remunerate counsel:

DM – ELE = C

Where:

232. **DM** represents the Accused's disposable means. In the present case, DM is **€6,460,022.00**.

233. **ELE** represents the estimated living expenses of the Accused and the members of his household over the period in which the Accused will be given Tribunal-paid representation. In the present case, ELE is **€3,042.00**

234. **C** represents the amount the Accused is able to contribute to his defence - in the present case, **€6,456,980.00.**

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B. Conclusion Related to the Accused's Contribution

235. The Registrar finds that the Accused is able to remunerate counsel in the amount of **€6,456,980.00**.

[222] See fn. 208 *supra*.

APPENDIX II

PUBLIC

REGISTRY POLICY FOR DETERMINING THE EXTENT TO WHICH AN ACCUSED IS ABLE TO REMUNERATE COUNSEL

1

Entry into force

This policy applies from 8 February 2007

2

General provisions

Without prejudice to discretion afforded by Article 10 of the Directive on Assignment of Defence Counsel ("**Directive**"), the Registry uses the following policy to determine the extent to which an applicant for legal aid is able to remunerate counsel. When an applicant for legal aid submits a declaration of means pursuant to Article 7(B) of the Directive, the Registry assesses the income and assets of the applicant, his spouse and the persons with whom he habitually resides. In doing so the Registry may rely on the applicant's declaration of means or undertake an inquiry into the applicant's means pursuant to Article 9 of the Directive. From the established pool of income and assets, the Registry calculates the applicant's disposable means, according to Sections 5-8 of this policy. From the disposable means, the Registry deducts the estimated living expenses of the applicant's family and dependents during the estimated period in which the applicant will require representation before the International Tribunal. The amount remaining is the contribution to be made by the applicant to his defence.

3

Legislative Authority

The legislative authority for this policy is enshrined in Articles 8 to 10 of the Directive.

4

Definitions

Under this policy, the following terms shall mean:

Accused:	a person against whom one or more counts in his indictment have been confirmed in accordance with Rule 47 of the Rules of Procedure and Evidence;
Applicant:	an accused who has applied for legal aid before the International Tribunal;
Child:	a person under 18 years of age who habitually resides in the principal family home;
Contribution:	the extent to which an applicant is able to remunerate counsel. That is, the amount the applicant is expected to contribute to his defence;

Dependent: a person who derives his or her main financial support from the applicant, his spouse or persons with whom he habitually resides but who does not habitually reside in the principal family home;

Disposable means: income and assets of the applicant, his spouse and the persons with whom he habitually resides that in the opinion of the Registry exceed the reasonable needs of the applicant, his spouse, his dependents and the persons with whom he habitually resides. The Registry's calculation of the disposable means is based on Sections 5-8 of this policy;

Estimated living expenses:

the living costs likely to be incurred by the applicant, his spouse, his dependents and the persons with whom he habitually resides during the period from when the Registry issues its decision on the extent to which an applicant is able to remunerate counsel until the conclusion of the estimated period in which the applicant will require representation before the International Tribunal, as calculated under Section 10 of this policy;

Marital property: Property acquired by the applicant and his spouse during their marital union, excluding gifts made to one spouse specifically;

Persons with whom he habitually resides:

individuals who usually live with the applicant or who would live with the applicant if he were not in custody, and with whom the applicant is financially co-dependent; meaning, that there is evidence of a pooling of financial resources such that the applicant and the individual constitute one financial unit;

Principal family home:

the principal place of residence of the applicant, his spouse or persons with whom he habitually resides, owned by the applicant, his spouse or persons with whom he habitually resides; usually where the applicant would reside if he were not in custody;

Principal family vehicle:

a vehicle habitually used as a primary form of transport for the applicant, his spouse and persons with whom he habitually resides, owned by the applicant, his spouse or persons with whom he habitually resides;

Readily disposable asset:

an asset owned by the applicant, the applicant's spouse or the persons with whom he habitually resides that can be sold, mortgaged or leased in order to raise money for the applicant's defence;

Spouse: an adult who is living with the applicant as husband or wife, regardless of legal marital status;

Tools of the trade: standard tools or equipment needed in a particular trade, profession or business.

5
Assets included in disposable means

In determining the applicant's disposable means, the Registry includes the following:

(a) the equity in the principal family home that exceeds the reasonable needs of the applicant, his spouse and the persons with whom he habitually resides. The principal family home will exceed the reasonable needs of the applicant, his spouse and the persons with whom he habitually resides, if it is of greater value than the average family home in the region in which it is located. The Registry determines the extent to which the principal family home exceeds the reasonable needs of the applicant, his spouse and the persons with whom he habitually resides in accordance with the formula in Section 9;

(b) the equity in furnishings contained in the principal family home and owned by the applicant, his spouse or the persons with whom he habitually resides that exceed the reasonable needs of the applicant, his spouse and the persons with whom he habitually resides. The furnishings in the principal family home will exceed the reasonable needs of the applicant, his spouse and the persons with whom he habitually resides if they are luxury items of extraordinary value, including but not limited to art collections, antique collections;

(c) the equity in the principal family vehicle or principal family vehicles that exceeds the reasonable needs of the applicant, his spouse and persons with whom he habitually resides. The principal family vehicle or principal family vehicles will exceed the reasonable needs of the applicant, his spouse and the persons with whom he habitually resides if their combined value is greater than the value of one average automobile in the state in which the applicant's family resides. In determining the value of the average automobile in the state in which the applicant's family resides, the Registry relies on official documentation from the governments of the republics of the former Yugoslavia;

(d) the equity in stocks, bonds or bank accounts owned by the applicant, his spouse and persons with whom he habitually resides, including but not limited to the applicant's TULP account at the United Nations Detention Unit, less allowances paid by the United Nations into that account;

(e) the equity in any other assets, not listed in Section 6, owned by the applicant, his spouse or the persons with whom he habitually resides;

(f) any assets previously owned by the applicant, his spouse and persons with whom he habitually resides, including those listed in Section 5(a)-(e), where the applicant, his spouse or the persons with whom he habitually resides assigned or transferred any interest in those assets to another person for the purpose of concealing those assets.

6
Assets excluded from disposable means

In determining the applicant's disposable means, the Registry excludes the following:

(a) the equity in the principal family home to the extent that the principal family home is reasonably necessary for the applicant, his spouse and the persons with whom he habitually resides;

(b) the equity in furnishings contained in the principal family home and owned by the applicant, his spouse or the persons with whom he habitually resides, to the extent that those furnishings are reasonably necessary for the applicant, his spouse and the persons with whom he habitually resides;

(c) the equity in the principal family vehicle to the extent that the principal family vehicle is reasonably necessary for the applicant, his spouse and persons with whom he habitually resides;

(d) the equity in assets owned by the applicant, his spouse and persons with whom he habitually resides that are not readily disposable;

(e) the equity in assets owned by the applicant's spouse that do not constitute marital property, including those assets listed in Section 5. The Registry determines whether assets constitute marital property according to the marital property regime of the state in which the applicant and his spouse were wed or reside unless proof is offered to the contrary;

(f) the equity in tools of the trade owned by the applicant, his spouse and persons with whom he habitually resides that are reasonably necessary to the livelihood of the applicant, his spouse, his dependents or the persons with whom he habitually resides.

7
Income included in disposable means

In determining the applicant's disposable means the Registry considers that the applicant, his spouse and the persons with whom he habitually resides will continue to receive their personal income from when the Registry issues its decision on the extent to which an applicant is able to remunerate counsel until the conclusion of the estimated period in which the applicant will require representation before the International Tribunal at the pre-trial, trial or appeals stage.

In determining the applicant's disposable means, the Registry includes the following income of the applicant, his spouse and the persons with whom he habitually resides:

(a) salaries, wages and commissions;

(b) business income after deducting reasonable expenses;

(c) investment income;

(d) government pensions;

(e) government allowances other than welfare payments;

(f) workers' compensation payments;

(g) alimony, separation and maintenance payments owed to the applicant;

(h) regular payments received under any annuity, pension or insurance scheme;

(i) regular payments received from a mortgage, agreement of sale or loan agreement;

(j) any other regular income that is not excluded in Section 8.

8
Income excluded from disposable means

In determining the applicant's disposable means the Registry does not include the following income of the applicant, his spouse and the persons with whom he habitually resides:

(a) government welfare payments;

(b) earnings of the applicant's child or children;

(c) alimony, separation or maintenance payments owed to the applicant's spouse, his dependents or persons with whom he habitually resides.

9
Formula for calculating the extent to which the equity in the applicant's principal family home exceeds the needs of the applicant, his spouse and the persons with whom he habitually resides

Given the official data available from the governments within the republics of the former Yugoslavia, the following formula is used to determine the extent to which the applicant's principal family home exceeds the needs of the applicant, his spouse and the persons with whom he habitually resides:

$$\left(\frac{V}{LS} \times LSE\right) - EN = E$$

Where-

V represents the valuation of the principal family home obtained by the Registry;

LS represents the living space in square meters in the principal family home;

EN represents any encumbrances registered against the principal family home;

E represents the equity in the principal family home that exceeds the reasonable needs of the applicant, his spouse and the persons with whom he habitually resides. If this amount if greater than zero, it is included in the applicant's disposable means in accordance with Section 5(a);

LSE represents the living space in the principal family home that exceeds the average living space for the number of persons who habitually reside in the principal family home in the state in which it is located, according to official documentation of the governments of the republics of the former Yugoslavia. The following formula is used to calculate LSE:

$$LS - (ALS \times M) = LSE$$

Where-

ALS represents the average number of square meters of living space per person in the state in which the principal family home is located, obtained from official documentation of the governments of the republics of the former Yugoslavia;

M represents the number of persons who habitually reside in the principal family home, including the applicant, the applicant's spouse and the persons with whom he habitually resides.

10
Formula for calculating the estimated living expenses

The following formula is used to calculate the estimated living expenses of the applicant, his spouse, his dependents and the persons with whom he habitually resides:

$$\left[\frac{AE}{4} \times (M + D) + EE\right] \times T = ELE$$

Where-

AE represents the average monthly expenditure for a four-person household, obtained from official documentation of the governments of the republics of the former Yugoslavia. The index includes accommodation and living costs;

EE represents additional monthly living expenses of the applicant, his spouse, his dependents and the persons with whom he habitually resides. These additional living expenses are expenses that are particular to the applicant, his spouse, his dependents and the persons with whom he habitually resides and are accordingly not foreseen in the AE index. Additional living expenses will include but not be limited to tuition fees and the costs of extraordinary medical care.

M represents the number of people who habitually reside in the principal family home, including the applicant, the applicant's spouse and the persons with whom he habitually resides;

D represents the applicant's dependents who do not habitually reside in the principal family home;

T represents the period from when the Registry issues its decision on the extent to which an applicant is able to remunerate counsel until the conclusion of the estimated period in which the applicant will require representation before the International Tribunal at the pre-trial, trial or appeals stage;

ELE represents the estimated living expenses for the applicant, his spouse, his dependents and the persons with whom he habitually resides, during the period from when the Registry issues its decision on the extent to which an applicant is able to remunerate counsel until the conclusion of the estimated period in which the applicant will require representation before the International Tribunal at the pre-trial, trial or appeals stage.

11

Formula for calculating the extent to which an applicant is able to remunerate counsel

The following formula is used to calculate the extent to which an applicant is able to remunerate counsel:

DM – ELE = C

Where-

DM represents the applicant's disposable means as calculated under Sections 5-8;

ELE represents the estimated living expenses for the applicant, his spouse, his dependents and the persons with whom he habitually resides as calculated under Section 10;

C represents the contribution to be made by the applicant to his defence.

12

Deduction of Contribution

The Registry shall deduct the value of the contribution from defence team allotments.

****

D

SLOBODAN PRALJAK'S RESPONSE TO THE ARGUMENTS AND CONCLUSIONS IN THE REGISTRAR'S DECISION OF 22 AUGUST 2012

DOCUMENT D-D1

Content

SLOBODAN PRALJAK'S RESPONSE TO THE REGISTRAR'S CONCLUSIONS OF 22 AUGUST 2012

C. Legal sources

5.

a) Slobodan Praljak acknowledges that the "burden of proof of how large these assets are (the assets of the defendant) lie on Slobodan Praljak".
b) Slobodan Praljak gave a statement of his financial standing.
c) Slobodan Praljak declared that the statement of his financial standing is accurate and true, and that he (Slobodan Praljak) is morally responsible and financially liable for the truthfulness of his statement.
d) Slobodan Praljak has been answering (for years) every inquiry as well as the additionally requested clarification by the Court Registry – and has said everything that Slobodan Praljak knows.
e) Slobodan Praljak stressed several times that he is not capable (being in detention), neither does he have authority, nor is he allowed to (according to Croatian law), nor does he want to conduct investigations into other physical persons and legal entities.
f) The Registrar of the Court can examine whatever he wants, and whatever his authority allows – but the Registry and its investigators have the duty of establishing accurate facts.
g) In earlier correspondence the Registry often used expressions such as "we believe" (that something is as the Registry claims), "we think" (that something is as the Registry claims).
h) Slobodan Praljak abides by the position that a certain statement
   - is true or - is not true
   and that the truthfulness or untruthfulness of a certain statemnt cannot be determined by the notions:
   "I believe" - that something is true
   "I think" - that something is true

C. Legal sources

6.

a) The Registrar alleges: ". . . . the standard which Slobodan Praljak by all means enjoys, . . ." This is an example of a statement which makes Slobodan Praljak faint and his heart beat arythmically
b) Which and of what kind is this standard which Slobodan Praljak enjoys?
   What kind of standard should Slobodan Praljak be enjoying? Judging by "what" and by "whom" Slobodan Praljak enjoys a high (or whatever) standard?
   The Registrar doesn't tell us a word about that.
c) What kind of standard did Slobodan Praljak enjoy before April 2004 (beginning of detention)?
   What was he doing? How much was he working?
   How much was he paid for that work? The Registrar can investigate the financial books of "Chromos" or any other legal entity for which it can be claimed (and this can be established) that it was Slobodan Praljak's employer.
   Where did Slobodan Praljak travel (for rest or enjoyment), what kind of clothes did he wear, which expensive watches, which pieces of fine art or other precious items did he buy, etc. etc.?
d) What kind of standard does Slobodan Praljak enjoy after April 2004?
   - In detention, detention standard.
   During the time when he was on temporary release Slobodan Praljak wasn't allowed to leave Zagreb, had to report to the police or was under police surveillance for 24 hours a day.
   The Croatian government regularly sent to The Hague reports about the behaviour of the detainee.

LET ME GO ITEM BY ITEM:

1. White and red wine which I enjoyed was a gift.
2. Likewise, I received as a gift prosciutto and some meat and tomatoes from the Neretva valley, along with dried bacon and kale.
3. I also got several bottles of top-class "Hennessy".
4. I never went to cinema.
5. I do not have to pay for going to the theatre (professional status).
6. I accepted one among a dozen invitations to lunch or dinner.
7. I was driven in a police car.
8. The clothes I wear is, in the words of my wife …. I will skip over this expression.
9. The house in which my wife and I are living (when I am in Zagreb) is not in the ownership of either of us. And it never was (I will return to this issue later).
10. The informers of the Registry should be precise so as to enable the Registrar to accurately define what exactly is this "standard which the accused by all means enjoys…"

C. Legal sources

9.

I quote the Registrar:

"In connection with this, the Registrar must [ ] take into account that making a decision on something which is at the expense of the accused, information on which he bases his decision must be reliable, but there is no condition that these pieces of information must be in the form of proof admissible in a court trial"

How this is to be done is written one line above: "it represents an administrative procedure of establishing the factual state of affairs."

Questions:

a) Such a manner of establishing truth and justice during the Turkish reign in the Balkans was called: "Cadi (Muslim judge) accuses you, cadi judges you"
b) This means that the informers of the Registry have no obligation to prove their claims.
c) This means that the informers of the Registry are believed upon their word.
d) This means that the Registry accuses, investigates and passes judgements.
e) Why then do we have judges at all, and how they, the honourable judges, ruled e.g. in the Krajišnik case.
f) I don't want to delve on the purpose and reasons of overthrowing the dictatorship of Saddam Hussain in Iraq, but the informers – spies gave wrong information on the existence of chemical weapons.
   The decision to attack was taken on the basis of assessment of an informer – an Iraqi chemist and defector (who made it all up).
   The French spies claimed otherwise.
   Is the Registry guided by such principles?
g) The last text produced by the Registry about my financial standing of 22 August 2012 (I received the translation on 22 September 2012) and which contains an "*ex parte*" part, was commented in the Croatian newspapers "Aktual" (a weekly) and "Jutarnji list" (a daily).
   The Registrar can easily be convinced how many facts from the "*ex parte*" part of his text were published in these texts which saw the light of day by the end of August 2012.
h) Who supplied the information to them? Who is lying to the Registrar?
   Who is directing a small, dirty play on the relation Croatia – the Registry?
   Who are those who supply information to the Registry (information not valid in Court), and then publish the Registrar's texts "*ex parte*" in their newspapers?!

C. Legal sources

12.

a) Slobodan Praljak is not a lawyer and is not able to comment the decision following an appeal in the Kvočka case "As the administrative functions by their nature differ from judicial functions, the authors of administrative decisions are usually not required to give an argumentation of their decisions in the way courts must do. Therefore, the obligation of the Registrar prescribed by the Directive to present an argumented decision in cases of termination of provision of legal aid shouldn't be interpreted in the same way as the obligation of the council of the International Tribunal to argument any of its decisions. As far as the Registrar is concerned, he should in the argumentation of his decision clearly state that he considered the questions put forth by the defendant and to submit proofs on which he based his conclusion".

b) Slobodan Praljak notes that in the sentence "As far as the Registrar is concerned, he should in the argumentation of his decision clearly state that he considered the questions put forth by the defendant and to submit PROOFS (underlined by Slobodan Praljak) on which he based his conclusion" – the key word here is PROOFS.

c) Using his logical mind Slobodan Praljak asks:
   1. Must the proofs be accurate?
   2. Are the proofs based on accurate and true information?
   3. Must the method of bringing forth the proofs be logically correct?
   4. Who judges whether the proofs of the Registry satisfied the criteria under 1), 2) and 3)?

D. History of the procedure

13

a) and b)

I stated the residence addresses as they are written in our IDs. As my wife Kaćuša Praljak and I lived together, I was wondering how the different addresses of residence came about.

I don't know how the administrative error occurred.

But for this whole problem this fact is completely irrelevant.

D. History of the procedure

13. e)

a) The Registrar claims under e) that Slobodan Praljak stated:
   ["sailboat" acquired on 11 February 1995,..... , and its value is 19,300.00 Kuna]

b) Slobodan Praljak didn't say that, Slobodan Praljak said that he bought the "sailboat" ("Kala Hari") for that amount at a public auction in Split, organized by the Croatian Automobile Club.

c) About who and how repaired this wreck hit by a mortar grenade and sunk (it stayed for two years at the bottom of the "Komolac" Marina in Dubrovnik) I will speak later on.
   I will also speak about its maintenance and use, photographs will be attached and statements will be given, in addition to those given already – all with the purpose of enabling the Registrar to have a full and accurate insight into the value of this sailboat today, how much its value was in 1995, and what is Slobodan Praljak's share in this value.

d) Slobodan Praljak feels the need to stress once again that he never said anything concerning the sailboat "Kala Hari" (today "Katarina Kosača"), which is not true and accurate, and he will additionally clarify the new "disputable" allegations by the Registrar.

D. History of the procedure

16.

a) Slobodan Praljak requests an explanation of the expression "main residence", because such an expression is meaningless.
   What would be the "main residence" unless there is a "side residence" or a "less than main residence"?

b) I propose a term which is accurate and in use in the Croatian evidentiary system – "the residence address".
c) Slobodan Praljak never claimed "that Kraljevec 35, Kraljevec 35A and Kraljevec 37 are the same location" – as stated by the Registrar.
d) It is wrong to use the word "location" to denote a residential address because this word in Croatian colloquial meaning means – part of the town, hill or part of the hill, forest or part of the forest, etc., in essence, it denotes a larger or smaller geographic area.
e) The notion "Kraljevec 35" means/denotes a house in Kraljevec Street on number 35.
f) The notion "Kraljevec 35A" and "Kraljevec 37" means/denotes one and the same house in Kraljevec Street, and this house is identified in one document with the number 35a and in another with 37.
g) Slobodan Praljak is not responsible for the confusion in numbers which identify that house.
h) The houses are beside each other, 35 and 35a (37).
i) Slobodan Praljak and his wife lived on the address Kraljevec 35 until 1991 /1992 – *I cannot remember exactly now*
After that (1991/92) I lived with my wife in her apartment on the Francuske Republike Square, Sveti Duh, Ilica 109 – it is hard for me to specify all the places where I had residence in that period, because I was in the war and was only rarely at home, and I don't remember such facts anyhow.
j) In the spring of 2002 Slobodan Praljak and his wife moved into the house on the address Kraljevec 35a (37) where they have been living to this day.
[Kaćuša Praljak remained registered on No. 35, because she would have to change all the documents: personal ID, passport, driving licence, health insurance card, and the houses are beside each other – the postman knows. Unfortunately – an administrative bourgeois negligence of the lady in question]
k) Since April 2004 Slobodan Praljak has been in detention.
l) I will present some facts about the relation between residence address and ownership over a property later in the text.

D. History of the procedure

18. and 19.

a) The Registrar states which information I was supposed to submit.
b) Slobodan Praljak submitted all the information which he knows or can reliably know.
c) E.g. Slobodan Praljak can claim that he has no ownership share in "General Tobacco Industry d.o.o." from Ljubuški – BiH – because he knows this.
How is Slobodan Praljak going to prove this? How? He is not allowed to travel to Ljubuški, and even if he could, on the basis of which law can he demand of the management board to give him information on the ownership structure. This is for Slobodan Praljak an illegal action.
Can Slobodan Praljak give the power of attorney to a lawyer to investigate this and what is the legal basis for such a power of attorney. These are illegal acts and no one is going to do this.
If my statements that I have nothing with the ownership structure of the above company were not true, why did the Registrar give up on the issue that I possess shares.
Unless he came to the same knowledge – the facts which I said.
So how then can he claim that I didn't submit accurate information.
The same is true of "Liberan" – as the Registrar was convinced himself.
d) The same is true for other mentioned companies and properties.
e) I informed the Registrar in detail what exactly I was doing, when, how much and in which way I was involved in the mentioned companies and properties and when my role ceased. We will return to these questions later, one by one.
f) I instructed the Registrar to request these data, facts, information from the competent institutions in Croatia (or BiH), because the Registry has the right to do so and obtain the required information.
g) What is it that Slobodan Praljak was hiding or suppressing? Slobodan Praljak could only beg for these data (and why should he beg) without any guarantee (even if he got the requested data) that they are accurate.

D. History of the procedure

36.

a) I asked the owners to enable me to get some information proving my innocence, because the imperial power of the Registry became too great for me, so I, the slave of God, had no other way left.
b) In the attachment of this defence, Slobodan Praljak will submit to the Court the full correspondence between Slobodan Praljak and the Registrar.

38.

a) It would be nice and fair and professionally correct if the Registrar wrote down which are these Slobodan Praljak's "unsubstantiated statements".
Name these statements, Mr. Registrar, and tell us in which sense they are "unsubstantiated" and with what should they be substantiated.
b) It would be nice and fair and professionally correct if the Registrar named which "irrelevant" documents I submitted about my share in the company "Oktavijan" and about my "main family residence".
Why are they irrelevant?
And which are the documents that are relevant – the Registrar can get all the relevant documents from the Croatian institutions.
By comparing the documents which he obtained by investigation with those that I submitted he could show which ones among those that I submitted are irrelevant.
c) I don't know how it sounds in English and I don't know what it means in English, but I know that the "main family residence" in Croatian doesn't mean a thing.
A third-rate pretentious illogical phrase. Fog and deception.
d) As the Registrar repeats himself, so will Slobodan Praljak.
Slobodan Praljak has no "main family residence", but lives in a house which is not his. Nor it ever was.
The same is true of Mrs. Praljak.

39.

a) The Registrar writes that "… on the contrary, these answers (Slobodan Praljak's answers) were obstructive, deceptive and/or didn't contain relevant information which could objectively be regarded as an answer to the letters by which Slobodan Praljak is given the opportunity to give his comments".
b) The Registrar accuses Slobodan Praljak, passes value judgements, lectures, insituates, concludes, but doesn't give evidence.
c) It would be nice and fair and professionally correct (and this ought to be a duty), if the Registrar would itemize those of Slobodan Praljak's answers which are:
- obstructive
- deceptive
- do not contain relevant information.
d) It seems that on this Court, apart from judges, the Registrars are passing judgements too.
e) In the footnote No. 44 the Registrar quoted 15 (fifteen) answers, whether given by Slobodan Praljak or his lawyers, starting from 15 July 2007 until 18 October 2010 (I think there were earlier answers too), so one would expect the Registrar to state precisely what it is in these answers that is "obstructive" and "deceptive", and "irrelevant information".
f) As the Registrar doesn't offer proof for his accusing statements I deem his qualifications to be out of place, as a matter of fact, I see them as an arrogant use of power.

II An overview of the means at Slobodan Praljak's disposal

A Property

1A Immovable property

1 Main family home: Kraljevec 35/35a/37

42.

a) I will not be occupied any more with the determination and content of the expression "Main family home", but I would like to know what are the "reasonable needs of the applicant". How is this being determined, according to which criteria is this defined, remains unclear. Except as a note, for further facts this question is unimportant.

43.

a) I wish to stress that the persons living in a joint household may, but do not have to have any relation to the ownership of this "joint household". Namely, people can live in a "joint household" also in a rented flat or house, or there can be one owner of the flat or house in which the persons of the "joint household" reside. The most important and vital for the determination of Slobodan Praljak's possession is to determine the owner of the property in which Slobodan Praljak lived in a joint household with his wife Kaćuša Praljak, and would be living now if he was not in detention.

b) Let's look at the statistics: how many young Croats or Italians do not leave the home of their parents even when they are 35; this is relevant for the understanding of the notion of a "joint household".
Though they remain with their parents in a "joint household", it doesn't mean that they become owners of the "main family home". Simply – either they cannot find work or their mothers are good cooks, pamper them, especially the sons, and they don't want to leave. In different cultures (states) the situation (statistics) is different.
Is it possible, as the Registrar persistently keeps suggesting with the formulations "main family home" and "joint household", in case that you demand money from the son (who lives with the parents) to sell the flat or the house of the parents?

b. Use and enjoyment of the real estate on Kraljevec on the part of the defendant

44.

a) Slobodan Praljak never claimed that he didn't use and enjoy the real estate on Kraljevec. Precisely said, Slobodan Praljak lived both in the house on Kraljevec 35 and in the house Kraljevec 35a (37).

b) Slobodan Praljak has no reason to doubt the data which the Registrar received from the Zagreb Police Administration.

c) Slobodan Praljak has no reason to doubt the facts which the Registrar states in footnote 48.

d) In spite of the data obtained from the police which say "that from 22 September 1992 until 15 April 2002 the defendant was registered on other places of residence" the Registrar claims that "irrespective of that, there exists a reasonable foundation to conclude that the defendant during this period continued to use his main family home as a place of residence".
Which "main family home", Kraljevec 35 or Kraljevec 35a (37)? And why is that important?
The use and enjoyment of a certain possession (apartment, house, car, computer, arable land…) are notions separate from the ownership of these possessions.
Isn't it a duty both of the Registrar and Slobodan Praljak to determine the ownership over these two houses?
The Registrar has no need to state which is the "reasonable foundation" for his conclusion that in the period 1992 until 2002 I resided on Kraljevec 35.
Who determined that? Which investigator and which small spy whispered this in his ear?
Does the Registrar verify the statements of his informers?
But all of this is unimportant for the crux of the matter.
The Registrar keeps stubbornly trying to turn a place of residence into a "main family home" and to make the "main family home" the ownership of Slobodan Praljak.
The Registrar keeps adding apples and oranges.
There is no good reason which could link a certain address declared in the personal ID and the actual place of residence, especially in a country at war, and Slobodan Praljak participates in that war.

e) Slobodan Praljak doesn't care where he was registered, and whether he was registered at all, because Slobodan Praljak had much greater worries over his head to occupy himself with such details.

f) It would be good if the Registrar found out that the Republic of Croatia cannot to this day sort out the voting lists, so that on these lists there are several hundreds of thousands people registered on addresses on which they don't live.
In times of war and its aftermath when Croatia accommodated 700,000 – 800,000 refugees, when on some addresses more than a hundred persons were registered – probably in a "joint household". This is how the Registrar, erroneously, could interpret it.

g) I underline once again that the entire effort to determine the place of residence, habitation, whereabouts, residence address, locality of residence is to obscure the essential question which is:
Is Slobodan Praljak the owner of the property in which Slobodan Praljak lives, resides, dwells?
Is Slobodan Praljak's wife the owner of the property in which Slobodan Praljak lives, resides, dwells and (as an additional condition) did the wife of Slobodan Praljak bring this property into their marriage as her ownership or was the property a joint acquisition and in which proportion.
In the Republic of Croatia this is being determined by the court when people get divorced.

45.

a) Slobodan Praljak "uses and enjoys" the house on Kraljevec 35a (37) when he is in Zagreb, does not pay rent to the "registered owner", but pays: electricity, water, gas and garbage disposal.
Slobodan Praljak doesn't understand what are "the costs of living for the property on Kraljevec".
Property is not a living being, and there are no costs of living for inanimate things. Property can have maintenance expenses, which is something entirely different.

46.

a) Slobodan Praljak repeatedly claims that Kraljevec 35 is one house and Kraljevec 35a (37) another house and that these two houses "officially" and unofficially do not "constitute the same location" as claimed by the Registrar.
Although it is completely unclear, as I already explained it, what is the word "location" supposed to mean when determining an address.

47.

a) Slobodan Praljak does not "permanently enjoy the property" on Kraljevec, but only as long as the owner allows him to.

b) Slobodan Praljak is likewise, not in the group of "protected tenants".

c) 30% of the housing stock of former Yugoslavia was social ownership, and the tenants who got a social apartment and lived in those apartments had the "tenant right" until the end of their lives (there were legal grounds on which they could lose that right). These tenants, the carriers of the tenant rights, permanently used and enjoyed this property, but the property was not their ownership, they could not sell it or estrange it in any other way. This property could not be used as a collateral for a loan, it could not pass as inheritance onto their children or other family, nor could it serve to compensate possible debit claims against the carriers of the "tenant right".
Because the state (society) was the owner.

d) From the fact that the French president lives in the palace on Champs-Elysees for six or twelve years (e.g. Francois Mitterand, Jacques Chirac), that he uses and enjoys on that "location" there doesn't proceed, in a logical way, the conclusion and "conviction" that it is his "main family home" and that by selling of this property potential claims against presidents can be compensated.

e) The same is true for the persons who "live and enjoy" in the White House or in Downing Street 10, etc.

f) The notions such as "conviction", "opinion", "thinking", "believing"… are used in psychology, sociology, religion, etc. and can motivate us to search for a certain fact or truth, but these notions can replace neither a fact nor truth.
The Registrar can be "convinced" that the real estate on Kraljevec 35 and/or Kraljevec 35a (37) is mine, but he didn't prove that it is mine, because this real estate is not my ownership.
None of these houses is Slobodan Praljak's "main family home", because the essential criterion in this definition is not met, and that is – OWNERSHIP.

c. The right of ownership over the real estate on Kraljevec

i. Kraljevec 35

48.

Accurate

49.

Accurate

50.

Accurate

51.

In at least two of my responses until now, I informed the Registrar that my late mother left a will.

She determined precisely which part of her overall possession belongs to whom.

This is law in our family – the will of my late mother is law for her children.

When the Registrar says "the mother of Slobodan Praljak died on 27 August 1998 without leaving a will", he probably means that the will was not deposited in the competent court or with a lawyer. But this is not the only way to carry out the will and desire of the deceased.

In my cultural and civilizational environment, in our family, it is not customary.

We don't do it that way.

Otherwise, why would, for God's sake, my brother Dr Zoran Praljak and my sister prof. dr Tanja Kesić, university professor, renounce their inheritance right in the favour of the defendant, unless there was a will.

52.

a) In the letters I explained to the Registrar, and now I will repeat the premises:

1. My late mother left her ownership in the part of the house Kraljevec 35a to Nikola Babić-Praljak.
2. Nikola Babić-Praljak is not a biological son of Slobodan Praljak.
3. Nikola Babić-Praljak is not even legally adopted by Slobodan Praljak.
4. Legally speaking, Nikola Babić Praljak and Slobodan Praljak are not in any family connection.
5. If my late mother left by will her part of the ownership of the house on Kraljevec 35 directly to Nikola Babić Praljak, in that case Nikola Babić Praljak would have to pay 5% sales tax on the value of received property (because he doesn't have the right of inheritance by consanguinity), and this is not a small amount of money.

   Conclusion:

   In order to fulfil the will of my late mother, in order for Nikola Babić Praljak to get a part of the house on Kraljevec 35, in order to avoid paying the sales tax and to do it all according to Croatian law, it had to be done in the way in which it was done.

   Filomena Praljak leaves the ownership over a part of the house on Kraljevec 35 to Slobodan Praljak. Slobodan Praljak donates this to his wife Kaćuša Praljak, and Kaćuša Praljak donates the same to her son Nikola Babić Praljak. This is how it was done.

b) The Registrar states: "as the lawyer (Mr. Božo Kovačić) confirmed at an open session soon after Slobodan Praljak's transfer into the International Tribunal, 'it is an open secret in Croatia ( ) that such an indictment might be filed (….) Mr. Praljak has been aware for a long time that an investigation against him was under way, and that this investigation would probably result in indictment'".

The Registrar writes a conclusion: "The Registrar believes that the date (29 March 2004) of validation of this contract (deed of donation of 6 July 2002 by which Slobodan Praljak transfers the ownership over the property on Kraljevec 35 to his wife Kaćuša Praljak) is a reliable indicator of the date on which this contract was concluded."

Slobodan Praljak's questions:

1. Is it legally binding to validate contracts in Croatia with the public notary?
2. Are only those contracts which were validated with the public notary legally valid?
3. If Slobodan Praljak was aware for a long time that he would be going into The Hague (as the Registrar claims that Mr. Božo Kovačić has said), why did he wait with the validation of the deed of donation until 29 March 2004, why didn't he do all this "hiding" of property earlier and with much more cunning, in a legally permissible way which would leave no trace of Slobodan Praljak's ownership.

E.g.
- Off shore companies
- Transfer of property to a lawyer's office
- Concluding secret partnership contracts

a) Therefore:

1. The date of validation of the contract is not indicative of the date of the conclusion of the contract.
2. Slobodan Praljak did not know, before the indictment was handed to him (3 April 2004) that he was under an investigation.
3. Slobodan Praljak was told on 2 April 2004 to come to receive the indictment the next day (3 April 2004).
4. Slobodan Praljak was convinced that he didn't do anything that could result in an indictment.
5. Slobodan Praljak doesn't know on the basis of what Mr. Božo Kovačić said what he said.
6. Until the filing of the indictment Slobodan Praljak was doing many jobs, fixing deals and papers when he could and if he wanted to, travelled to Paris (to see Rodin and have a coffee), Reykjavik (on the foster-daughter's marriage), Amsterdam (connected with the business between "Chromos" and "Sigma"), whether on business or as a tourist and did not expect any indictment from anyone.
7. Slobodan Praljak was not hiding his property.

53.

Accurate, except the word "foster-son Nikola Babić-Praljak", this is how I call him, actually I call him "son", I introduce him as my son, but with regard that we are dealing with a legal meaning, this word "foster-son" is not correct.

54., 55., 56.

Has no connection with Slobodan Praljak.

It is completely unclear why the Registrar (his investigator) occupies himself with these people. Probably the man is justifying his pay.

57.

a) My claim, which the Registrar quotes in footnote 62, that at one time Nikola Babić-Praljak lived in the house on Kraljevec 35 with wife and granddaughter (not in a joint household) cannot be refuted by the Registrar's claim that "Mr. Nikola Babić-Praljak, his wife and older daughter were never officially registered on the address of the property on Kraljevec, which is in direct contradiction with the claims of the defendant".
   In this case the Registrar believes the data of the Zagreb Police Administration.
   In the former case, when these data relate to me, the Registrar doesn't believe the Zagreb Police Administration.
   The Registrar does as he pleases.
b) I never claimed that they were "registered", but that they lived.
   To live at a certain address and be registered on that address are two completely divorced matters, especially in Croatia.
   The number of such persons in Croatia runs into hundreds of thousands and this is easily verified.
c) There is nothing that contradicts the claims of Slobodan Praljak, directly or indirectly.
d) Example:
   The lawyer's office of Karmen Babić-Praljak is, to this very day, registered on Kraljevec 35. Loads of mail arrive at this address, and my wife is a bit annoyed with all that, because she must receive the mail, and often carries the mail to her daughter-in-law out of fear that the deadline of some paper might expire, etc. Karmen Babić - Praljak only laughs at that, and I am completely indifferent in all these matters, who is registered, when is he or she registered, where is he or she registered.

58.

The Registrar writes: "the defendant himself in his subsequent letters (footnote 63) refused to inform the Registry on any change in ownership or to supply any kind of information on the status of three apartments on the address Kraljevec 35".

Slobodan Praljak submitted to the Registrar all relevant facts about the three apartments on Kraljevec 35.
Let me recapitulate the facts:

1. On 27 September 1994 Slobodan Praljak donates to his mother Filomena Praljak part of the house on Kraljevec 35.
2. On 27 August 1998 Filomena Praljak dies.
3. On 28 April 1999, on the probate proceeding, according to the will of the deceased, part of the house on Kraljevec 35 (three apartments) of which she was the owner, belongs to Slobodan Praljak. Slobodan Praljak's sister, Dr Tanja Kesić, university professor and mother of two children, does not object. Dr Zoran Praljak, dental surgeon and prosthetist, co-owner (with his wife Dr Kata Praljak, orthodontist) of the dental clinic in Makarska, does not object.
4. On 6 July 2002, fulfilling the will of his late mother, for the above mentioned reasons Slobodan Praljak donates the part of the house on Kraljevec 35 to his wife Kaća Praljak.
5. On 29 March 2004 this contract is validated in a public notary's office.
6. On 1 April 2004 Kaća Praljak donates the part of the house (always the same part) on Kraljevec 35 to her son Nikola Babić-Praljak.
   Working full-time on his defence, Slobodan Praljak has no idea what happened further with this property; he cannot (and thinks that he is not obliged to) give any relevant information on this matter. Nikola Babić-Praljak, by his will, gives to the Registrar documents about the sale of the part of the house (three apartments) on the address Kraljevec 35…the three apartments left in his inheritance by Filomena Praljak.

ii. Kraljevec 35a

59.

The Registrar states accurately the date when my brother Dr Zoran Praljak bought the land plot on Kraljevec, and in the footnote 64 states (probably correct) the time of construction.
It is not clear to me what kind of documentation about the construction of this house the Registrar expects – because he writes: "although no documentation was received on the details of the construction…", is the Registrar investigating the financial standing of my brother and his wife?
Does the Registrar expect me to force my brother Dr Zoran Praljak to submit the documentation about the construction?
What kind of right are we talking about?
The Registrar writes: "we ought to mention that this deed of donation (contract of 27 September 1995 by which Dr Zoran Praljak donates the house on Kraljevec 35a (37) to his mother Filomena Praljak) was not validated by a public notary until 28 September 1999…"
Does the Registrar know that in Socialist Croatia there was no institution of public notary?
Does the Registrar know when the institution of public notary was introduced in Croatia?
Does the Registrar know how much time is needed for people to get used to the institution of public notary?
Does the Registrar know how much the services of a public notary cost? – they are proportionate to the value stated in the contract.
Does the Registrar know that contracts are notarized only if a problem is expected in the performance of the contract, because it makes matters easier on the court if it comes to court?
Does the Registrar know that in the Socialist Republic of Croatia every sale of property was burdened by a sales tax in the amount of 33% of the value of property which is being sold?
Does the Registrar know that in the Socialist Republic of Croatia 90% of the property that was sold was not registered in the Land Registry (due to enormously high tax), even after changing several owners?
The contracts were signed by parties in a transaction along with one or two witnesses.
Does the Registrar know that it created a chaos in the Land Registry of Croatia which will not be disentangled for the next ten years, although the European Union helped Croatia with several dozen million Euro to solve this problem?
In what was social ownership (after 1991 state ownership) the situation is even worse – because, why keep the land books in order when all of this is "our" social ownership.

One should actually know well the situation in a certain country to draw the correct conclusions, and not judge from the perspective of England, France, Germany…

60.

Accurate.

61.

a) Accurate.
b) Footnote 62
   The Registrar thinks that the concepts "to reside" and "be registered" are one and the same.
   This is not true.
   To reside means to live in a certain room, apartment or house, a shorter or a longer time.
   To be registered means to go to a Police Administration in the location of residence and, after standing for several hours in a queue, register the place of residence, i.e. state the new address.
   In that case it is necessary to get the new personal ID (new address), one ought to obtain a new driving licence (new address) and many other things. If, therefore, someone knows that he or she will not reside for long at the new address, he / she will not bother to change all these documents and stand in the queue for days – hours.
c) Since 1992, until he moved to Kraljevec 35a (37) in 2002 (claim supported by the Zagreb Police Administration – paragraph 44 of the Registrar's text) Slobodan Praljak certainly resided on probably more than 100 locations. Slobodan Praljak knows that he never registered any of these locations with the police.
   - the places of residence were temporary,
   - I had too many obligations,
   - I don't relish waiting in queues and administration in general.
d) Due to all of the above Slobodan Praljak claims that there is no inaccuracy in his statement or that his statement is contradictory to the facts as suggested by the Registrar.

62.

Although this does not concern Slobodan Praljak, Nikola Babić Praljak submitted the contracts on the sale of three apartments in the house on Kraljevec 35 (*see attachment*).

Note:

The Registrar writes:

"Along with this, the defendant stated that he is paying the living expenses for the property on Kraljevec".

The syntagma "living expenses for the property" is complete nonsense.

- Property is an inanimate object, is not alive and cannot have expenses of living.

Expenses can be had by a man, family or a group of people (even pets have living expenses). It should be written as I stated: "I pay utility bills for the property on the address Kraljevec 35a (37).

iii. Kraljevec 37

63.

a) The Registrar writes: "However, it is transparent from the records that these land plots (land plots on the location "Kraljevec") officially make one and the same property".
   This is not correct and is not transparent from the records.
b) These two houses were built on two separate land plots, bought in different time by various owners, built in different time by different people, differently financed, changed ownership depending on the financing and will of the late Filomena Praljak. These two houses are not connected with any corridor or tunnel, have separate entrances, separate water, gas and electric meters, etc. etc.
   These two houses do not make the same property.
c) A wrong premise will always lead to the wrong conclusion. When the Registrar on the basis of wrong premises, applies the analysis he conducted for the house on Kraljevec 35 to the house on Kraljevec 35a (37) and when from his premises "the same sequence of ownership rights is presumed", it is neither a good logical analysis nor does it correspond with the facts.

d) The Registrar already stated when the house on Kraljevec 35 was built. This house was largely financed and built by my parents – and myself in a lesser part (shooting that one film, and I lost this lesser part).
e) The Registrar already stated when and who financed and built the house on Kraljevec 35a (37) – Dr Zoran Praljak.
It is self-understood and factual that I assisted him (organization-wise and administratively) whenever I could.
f) Everything else has already been said and is visible from the documents which the Registrar refers to.

d. Legal framework

64.

a)

- With regard to the fact that Slobodan Praljak attended the course on mathematics for two years at the Faculty of Electrical Engineering in Zagreb (ETF),
- With regard to the fact that Slobodan Praljak, as a secondary-school student took part in competitions in mathematics,
- With regard to the fact that Slobodan Praljak, after having completed nine semesters on ETF concluded his studies with very good marks and defended his diploma thesis with the mark "excellent", thus acquiring the title of engineer of electrical engineering, subject area – electro-communications (according to present-day law Slobodan Praljak can, if he wanted to, call himself a Master in EE),
- With regard to the fact that Slobodan Praljak worked as the head of the electronic laboratory in the best secondary electro-technical school in Croatia (probably the best in former Yugoslavia),
- With regard to the fact that the defendant later (in the 1980s) lectured in one college the following courses:
  - Foundations of electrotechnics,
  - Theoretical electrotechnics,
  - Theory of automatic regulation,
  - Essentials of computer science and foundations of Boole's mathematics,

Let me be allowed to debate on:
"The criterion of greatest probability", which criterion should serve the Registrar as a conviction (proof) that Slobodan Praljak disposes (therefore that it is his, that he can sell it, that it can be confiscated from him) of a certain property "in the way in which its rightful owner would do".

b) The theory of probability originates from gambling problems, precisely hazardous games.
The first to write about probability was Girolano Cardano, a scientist, gambler, intellectual genius and an incurable corrupt person. In 1654 Chevalien de Mere asked Blaise Pascal what is the best way to distribute the roles in a hazardous game that was interrupted. Pascal wrote to Fermat and together they conjured up the answer.
Fermat printed that answer in 1657 in the first book fully dedicated to the theory of probability – Christijan Huygens: *"On understanding hazardous games"*.
Probability as a special field of mathematics originates from the publication of Laplace's *"Analytics of the Theory of probability"*.
Laplace defined: *"the probability of a certain event is the number of ways in which it can be realized, divided with the total number of possible events – with the presumption that all are equally probable"*.

Example:
If we ask ourselves what is the probability that a coin falls on the side which carries the number, the answer is 50%. In mathematics this is written as ½, because we have two possibilities; the coin can fall on the side on which there is usually a symbol, seal or similar, or on the side on which there is the number.
It proceeds from the above that number 1 denotes a complete certainty of an event.

The presuppositions for the above claim are the following:

1. The density of metal out of which the coin is made must be equal in the entire volume. ["fake" dice have the center of gravity on one side (greater density) and when they are rolled on the table they always come up with the same number.]
2. We must exclude the possibility that the coin, upon tossing will stand upright – on its edge (although this possibility cannot theoretically be excluded, and it is greatly increased if the ground upon which the coin falls is of dense viscosity – mud, lard, honey)
3. We also exclude the possibility that the coin flies towards the Moon – although in a strictly theoretical sense we should also take that into account – e.g. if we were tossing the coin on a certain body whose mass is much smaller than that of the Earth – and the gravitation would be smaller too.

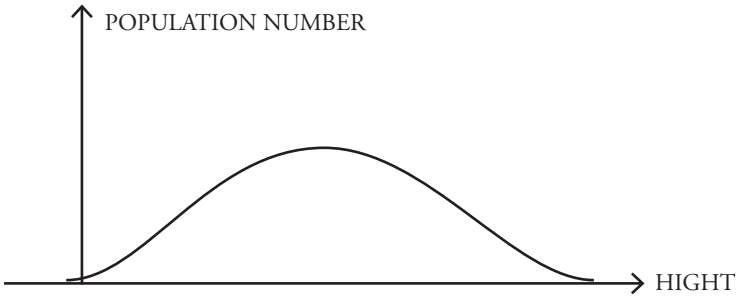
Let's analyze *"the criterion of greatest probability"* in roulette.
Let us observe one table and notice that the ball fell 7 times in a row on red (R).
RRRRRRR
What is the probability of such an event?
The probabilities of red (R) and black (B) are equal
The value: Red R = ½ Black =B ½
The probability of the ball falling twice in a row is R ½ x ½ = ¼ or 25%.
This is because in two spins we have four combinations of possible events – RR, RB, BR, BB, each being equally probable.
Therefore, the probability of getting red (R) 7 times in a row is:
½ x ½ x ½ x ½ x ½ x ½ x ½= 1/128 .
The probability of getting red (R) 8 times in a row is 1/128x1/2 = 1/256
We must therefore spin the wheel 128 times for the event 7 x red (R) to be <u>equally probable</u> (not certain) to other combinations of (R) and (B) in a series of 7 events.
If we wish to add to the desired series only one more (R) in order to have red (R) 8 times in a row, we need another 128 tries, i.e. a total of 256 tries.
(Certainty of the event is not thereby guaranteed).
This is where gamblers come in with an "intuitive" feeling for a "chance".
They, the gamblers "know" that the probability of black (B) after having red (R) 7 times in a row is greater than getting (R) again. The gamblers "feel" that the interruption of the series (7 times R) must begin because the calculus of probability says that out of a hundred attempts the distribution of red (R) and black (B) will be around 50% of one and 50% of the other, meaning:
[47xR ; 53xB] , [48xR ; 52xB] , [49xR ; 51xB]
The gambler "believes", "thinks", "feels" according to the "calculation of greatest probability" that if "the greatest probability" required 128 tries to get 7 times (R), then the probability of the eighth red (R) in a row is substantially reduced and he puts his money on black (B). The gambler is wrong, mathematical analysis says otherwise, i.e. the probability of the eighth (R) in a row is ½ - the same as black (B) - ½ irrespective of the series of earlier outcomes, i.e. the "disturbance" in favour of one side – in favour of one colour.

Conclusion: one shouldn't gamble trusting the "calculus of greatest probability"

The *Gauss* distribution curve

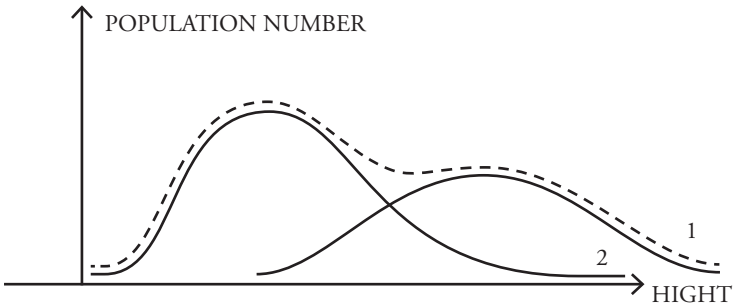
c) The practical branch of probability is statistics, and a large part of statistics turns around the so-called "normal distribution (Gaussian bell-shaped curve) which follows the proportions of the population (group) with some distinctive characteristic.

Fig.1



We see that average is the "greatest probability"
But if we superimpose two normal distributions we can get a two-peaked curve:

Fig.2



The first curve is the normal distribution of the population of basketball players in NBA league by height.
The second curve is the normal distribution of the population of 14-year olds in French schools.

We see that the "greatest probability" (the area of the greatest probability) does not appear on the same place – here we have two "greatest probabilities" of the group peaks – players of the NBA league and French 14-year olds.

d) An example of the possible and impossible.
An economist can investigate the impact of taxation policy on the economy of a country. The economist cannot investigate different taxation policies on the same economy under the same circumstances. Such a controlled experiment in a society is not possible.

e) It is not possible to determine at the same time the position and speed of electrons, so physicists say that the position of the electrons is determined by the probability of its wave equation. E.g. the probability that the electron is positioned on one place is 45%, on another 32% and on the third 23%.

f) If an investigation shows us that in a certain society 55% of women cheat on their husbands (this is from a male perspective) shall we, after reading such a study, come home and seek a divorce or start beating the wife?

g) After relevant studies showed that in some European countries up to 30% of children are raised by fathers (married) who are not biologically connected with these children ("the syndrome of cockoo's nest"), and they don't know it – shall we, upon reading the study, according to the calculation of "greatest" or "great probability" seek the DNA analysis for every child?
Is the child biologically ours?
If we want to know, the answer is "yes", if we want to be sure, the answer is "yes" or we can go on believing that the wife didn't cheat on us in claiming that you are her husband, the father of her child.
The probability of something can inspire us to search for truth (probability 1), can inspire us to determine a fact because we "think", "suppose", "believe", "have indications of a greater or lesser

probability" that something might be as it is, that this fact exists.
But probability will never, be it greater or lesser, replace certitude, the firmness of a fact or event or truth.
This is how science functions.
This is how the court functions.

h) This is what binary mathematics are for, and this is how we think in the greatest part of time when we think at all:
a. The door is open or closed,
b. I was in the cinema or I was not,
c. It rains or it doesn't rain,
d. I had lunch or I didn't have lunch, etc., etc.
I could write many more pages, but this is enough.

i) It is necessary therefore to establish:
1. Does Slobodan Praljak have money to pay for his defence?
2. Did Slobodan Praljak have money to pay for his defence when the indictment was handed over to him?
3. Did Slobodan Praljak have the money to pay for his defence before receiving the indictment and did he transfer this money (or immovable estate) to third persons in order to deceive the Court, knowing that he would be indicted?
This is what needs to be determined, and for the determination of that we cannot use any probability, not even the "criterion of the greatest probability", as the Registrar wants it (except if the criterion of the greatest probability is not the number 1 which in mathematics stands for the certainty of an event).

For this reason I will repeat once again:

a) The house on Kraljevec 35 was not my property even before 1994.
After 1994, neither formally, nor actually.

b) The house on Kraljevec 35a (37) was never my property.

65.

a) In this part of the Registrar's text the principle question is not clear to me (although it does not relate to Slobodan Praljak), and it proceeds from two claims.
1. I quote the Registrar: "…in order to escape his obligation on the basis of instruction or to generally hide the trace or to conceal the volume of his own means"
2. I quote the Registrar: "…if it is evident that the defendant transferred property to someone for whom he believes not to be subject to the demands of the Registry, and to do so without compensation is considered concealment".

In one response to the Registrar I asked until which year I was a free man.
Presumption:
Slobodan Praljak disposes with his property in 1981 or 1999 or 2002.
What is he allowed to do with his property?
Is he allowed to gamble in Monte Carlo?
Is he allowed to buy expensive diamonds for his lover?
Is he allowed to drink away his property with the most expensive French archive wines? (This I would do gladly) ?
What would be allowed to the later defendant when he is free and until when is this allowed him?
I would like to know the answer in principle.

66.

a) The Registrar repeatedly goes on with incorrect information:
1. Although I explained why (and the Registrar quotes my explanation in footnote 71), who cares and who has the right to care why I donated "without compensation" in 1994 part of the house on Kraljevec 35 to my mother?!

2. Who cares and who has the right to care what we – Filomena Praljak, Dr Zoran Praljak and I, Slobodan Praljak, Master in EE – agreed before her death and why we respected the will of our mother on the division of movable and immovable property?
   - Did the sister, Dr Tanja Kesić, oppose the will and objected to it?
     She did not!
   - Did the brother, Dr Zoran Praljak oppose the will and objected to it?
     He did not.

   And all of that in 1999 (underlined by Slobodan Praljak)
3. Who cares (and who has the right to care) why my brother Dr Zoran Praljak donated his house on Kraljevec 35a (37) which he was building since 1994 when he bought the land plot, to his mother Filomena Praljak on 17 October 1995?
4. Who cares (and who has the right to care) whether some of my family (or anyone else for that purpose) will allow me to live in his/her property with compensation or without it?!
5. In all these activities the laws and regulations of the state in which it happens were respected, and the imposition of value, cultural and civilizational patterns – so as to please the Registrar, I deem unacceptable.

b) That's why I didn't and I am not going to list either the house on Kraljevec 35, or the house on Kraljevec 35a (37) as my "main family home" as the Registrar would have it, because they are not my property, I cannot sell them, nor alienate them in any way – and this is the condition for something to be "the main family home", as this meaningless concept is defined by the Registrar, and that is the truth!

Probability 1.

c) I will use and enjoy that house:
   - Until I am kicked out,
   - Until I die,
   - Until I rot in jail,
   - Until due to the Registrar's permutation of the same and incomprehensible theses I do not end up in hospital.

67.
The Registrar keeps repeating the same. I have answered all of that.
68.
The Registrar is involved in speculation and arrogant insinuations.
I expect him to submit the facts and conclusions to the investigative organs of the Republic of Croatia so they could file an indictment against me.
Why wasn't it done until now?

g. Furniture in the main family home

75.
I understand.
76.
The Registrar claims that: "….the defendant (…January 2005) did not allow the investigator of the Registry to inspect the interior of the property and to photograph it".
This is incorrect and does not correspond with truth.
The investigator of the Registry appeared on Kraljevec 35a (37) arrogantly like a sheriff or a powerful debt collector, he didn't sit on the offered place, but was only turning around in the room asking: "Whose house is this?"
To a polite investigator I would probably answer, but like that … and I said: "Your question ought to be – is this your house, Slobodan Praljak?", because I am not your investigator, you investigator, you have all the evidence in public and (to you) accessible books of the institutions of the Republic of Croatia.

But on this I wrote to the Registrar long ago. It is true, however, that this apartment contains my books (several thousand) and paintings and that he is free to inspect it and determine the value – if he wants to. To this, he can add the tableware and clothes and an occasional piece of furniture (no antique value), bedlinen and …… one ought to make a list.
The rest is not mine and can be photographed with the consent of the owner.
The investigator demanded of me to organize a meeting with Nikola Babić Praljak, with Dr Zoran Praljak, Mr. Marko Bojović, ….
In the true style of the secret communist police, the investigator of the Registry wanted me to be his investigator – informer.
This demand irritated me so much that I left the apartment and the investigator stayed with my wife.
This is how it was.
77.
If the Registrar so wishes Slobodan Praljak will (with the help of his wife) compile a list of things which are his property in the house on Kraljevec 35a (37).
78.
If the logic is out of place, so is the calculation.
79.
I agree.

2. Other disposable real estate
a. Apartment and garage on the address Ilica 109
i. The purchase of property on the address Ilica 109.
80.
Correct.

ii. Transfer of ownership rights over the property in Ilica 109.
81.
Correct.
Footnote 86. The Registrar accurately states what I said, and what I said is true.

iii. There is no proof of the receipt of compensation for the transfer of ownership rights over the property in Ilica 109
82.
The legal question of contract and validated contract – the Registrar either doesn't know it or doesn't want to know.
83.
Correct.
84. + Footnote 90

- I don't know which country the Registrar comes from and I don't know what are the customs and legal regulations in France, England, Australia, nor am I interested in it, but I do know:
  1. There is no legal regulation in the Republic of Croatia which obliges me to give any kind of receipts to my wife for the conceded money (unless she requests it).
  2. There is no legal regulation in the Republic of Croatia which obliges me to conduct financial transactions between me and my wife through a bank.
  3. In my cultural environment, in the relationships husband – wife, father – son – mother – brother – friends until recently (new market social relationships) it was unthinkable that someone gives a receipt for received money to somebody from the family, and the bank was used only when this was the only way to complete the transaction.
  4. The option of any kind of receipt that Kaćuša Praljak would receive from Slobodan Praljak for the money from the sale of the apartment on Francuske Republike Square is therefore out of the question.

5. For the spending of this money I didn't need a bank.
6. All of that is happening in 1996.

– The Registrar's claim is completely unusual.
If, therefore, certain actions (the Registrar claims) were not done as the Registrar thinks they should have been done, this constitutes proof that Slobodan Praljak lies and hides his property.

What can I say to this without sounding very rude?

85.

Correct – but this is of no concern for the defendant, because this apartment is the pre-marital acquisition of my wife.

86.

Footnote 91.

I think I didn't say "that I, Slobodan Praljak spent the money from the sale to cover the expenses of my defence…" but I said that "the money from the apartment was spent….it wasn't me who was spending it because it is not my money and I didn't dispose of it but Kaćuša Praljak did and she paid the expenses of the defence according to her will, with her money".

In any case, it is unimportant.

The owner of the apartment (pre-marital acquisition) Kaćuša Praljak spent, by her own will, the money from the sale of her apartment on the financing of my defence.

87., 88., 89.

Dr Tugomir Gverić moved into the apartment in Ilica 109 and is registered on this address from 12 December 2005 – I submit the document of the Zagreb Police Administration.

He gave the money to Kaćuša Praljak, and when they did the paperwork for their person-to person deal is another story.

Slobodan Praljak's statement from February 2006 is correct and true.

96.

I will present the calculation of the expenses of my defence later.

v. The legal framework

Paragraphs 90, 91, 92, 93, 94 — let the lawyers comment on that.

vi. Discussion

95.

a) The Registrar writes:
   1. "Slobodan Praljak did not support in a reliable way his claims that he was the one who received the proceeds from the sale of the apartment on Francuske Republike Square", and continues:
   2. "The final transaction in the sale of property would necessarily imply a deposit or transfer of money upon the completed transaction."

Nothing of the above is clear to me.

1. How will Slobodan Praljak support his claims if his wife gives him the money on the hands or pays the expenses of the husband's defence in cash?
2. And why wouldn't she give him the money on the hands, is there a law or regulation forbidding that?
3. And which is, after all, the connection between the handing over of the money by Kaćuša Praljak to Slobodan Praljak and the sale of Kaćuša Praljak's apartment to a third person?

I don't know how this transaction was done, but I don't understand what is meant by "implying a deposit" – deposit into what, where, deposit according to which regulation? I don't find it clear what the Registrar thinks when he says "the transfer of money" – the transfer how, through a bank, a lawyer, from hand to hand? What is the necessary (legally binding) way which the Registrar would perceive as satisfactorily. The Registrar ought to write, retroactively, the laws on the way transactions should be done in Croatia.

96.

At the very beginning of the process the honourable judges advised the defences that, to save time, as many

witnesses as possible should give their statement in written form.
Slobodan Praljak's team, which was financed, among other, with the money which Kaćuša Praljak placed at his disposal after she sold the apartment and garage in Ilica 109, took statements of 220 witnesses.
The witnesses are in two countries – Croatia and BiH, and nearly all lived on locations outside Zagreb.
What does it look like in practice?
Firstly one ought, by telephone or otherwise, find the witness and get in touch with him.
After the witness agrees to give a statement, a meeting is arranged, one ought to travel into the place of residence of the witness and take his statement on audio tape.
Then, upon return to Zagreb, in the office, the audio tape should be transcribed onto paper.
Then, with the statement written in such a way, one ought to arrange another meeting with the witness, travel to his place of residence and give him the statement for inspection, to correct if he wishes to correct something, to sign the place where the correction was made, to sign each page of the statement and to sign that he is giving the statement for the Court in The Hague, by his free will.

The Registry of the Court in The Hague then, at that time, acknowledged neither the public notaries nor courts in Croatia and BiH as reliable institutions and didn't acknowledge the validation by these institutions. {*Sic*}

For this reason, these statements were not validated, neither with the public notaries nor with the courts in Croatia and BiH – at the moment of the witness's signing of the statement.
The Registry demanded that the correctness of the statement be confirmed by a competent person designated by the Registry.
Knowing what volume of work this means and how much it costs and how much time it takes to do it, I asked my lawyer Mr. Božidar Kovačić to submit to the Registry a list of the first hundred statements in order to be able to do our work on time.
What happened next is what I had foreseen; the Registry, faced with such financial expenses, within one week since the receipt of the request changed its view about the reliability of public notaries and courts in Croatia and BiH.
The Registry of the Court in The Hague changed its decision saying they were not going to do that, and let the defences do it; in other words, they will accept statements validated either by a public notary or a court. {*Sic*}
The investigators of Slobodan Praljak's office had to contact the witnesses for the third time, arrange an appointment, travel, go with the witness to a public notary or to a court, validate the statement and pay the expenses of the validation.
And in such a way, 220 people were visited on 220 adresses in some 50 to 60 locations in two states.
Let the Registrar do the math – how much it costs.
The Registry determined for each of the defendants the number of pages which will be translated by the court services.
This number of pages was not sufficient even for the documents I was going to show to the honourable judges, not to mention the translation of the statements of witnesses.
The number of pages of the 220 witnesses which I had was over 10,000 (pages).
We paid the translation into English for all the statements.
How much does it cost?
I am kindly asking the Registrar to make a calculation.
Furthermore, I collected (my team, actually) for the needs of the trial more than 60,000 documents, seven hundred hours of war video footage, we bought more than 300 kg of military maps, etc, etc, etc.
All of this is on my web site, everything can be viewed and checked for accuracy.
Not to mention the work of computer professionals to achieve visibility, quick search, easy access of the required document.
For all of that, for this entire work (apart from certain details), for all this manpower there were no accounts, everything was paid in cash.
This is the custom, this is the way business is done there.
The Registrar ought to know (he should be informed) that 30% of all payments in Croatia is not done through accounts.

In BiH 50% of all payments are done in cash, bypassing all accounts.
And Slobodan Praljak can do nothing about it.
I was doing it to be at least up to a certain measure equal to the Prosecutor whose means and resources are unlimited.
The Registrar who objects that each of my contracts was not validated with a public notary – specifically starting with the year 1994 when the public notaries didn't even exist – does not acknowledge these same public notaries as reliable all up to the years 2006-2007.
Paying from the beginning the lawyers, paying the office, telephones, faxes, computors, paying 15 employees, translations and all those innumerable travels to collect statements, my wife and I, Mr. Registrar, came to the point of being practically beggars.
The means granted for defence, if I want a quality defence, are far from adequate.

97., 98., 99.
The Registry ought to pay me at least those expenses which I can prove by statements – of lawyers, at least the part for the period when the Registry was not paying for my defence, and I had defence.
This was paid:

a) By loans,
b) My wife's money from the sale of the apartment which was not marital property,
c) My wife's pre-marital acquisitions cannot be counted as joint property.

b. House and land in Čapljina
i. Ownership over the house in Čapljina and the assessment of its value

101.
Slobodan Praljak reported the house in Čapljina and submitted to the Registrar the assessment of value by a court expert for construction.
Statements by the Registrar are correct.
Slobodan Praljak is also a citizen of BiH and 47 m2 of space he considers the necessary minimum for living when he gets out of detention.
All of that under the hypothesis that he manages to return the borrowed money (redeem the mortgage on the house, providing the creditor doesn't in the meantime sell the above house to compensate his claims).

c. House and land in Pisak
i. Ownership of the house and land in Pisak and the estimate of their value

105.
Slobodan Praljak's explanation as under 101 stands.
The Registrar's statements are correct.
Slobodan Praljak is a citizen of Croatia and the house in Pisak is the only place where he can live by his inalienable right.
Slobodan Praljak can live in other places due to emotional bonds with the owner, but not according to right.
The house (vacation house – one should check the actual classification of this property) is under mortgage, and the question is when the creditor will sell this house to compensate his claims.

d. Property on Radnička cesta in Zagreb

108.

a) It is difficult to understand the Registrar's statement.
The Registrar writes:
"Although the property in Radnička cesta can assuredly (underlined by Slobodan Praljak) by considered "immovable estate"…!
In Croatian language "assuredly" and "certainly" are not synonyms.
The word "assuredly" means "maybe we can consider them" or "maybe we cannot consider them" or "probably they are" or "probably they are not".

b) A property is a property and always has its value.
The value of a property can also be negative.
If for some reason you must demolish a property, then the property represents a loss proportionate to the price of demolishing.
Example:
When as the director of "Chromos" I went to Amsterdam to confer with our business partners "Sigma Coating" (a large producer of dyes) one of the directors told me that they managed to erect a new factory outside Amsterdam and tear down the old factory before new rigorous laws on the disposal of chemically contaminated construction materials came into force.
He told me that the disposal of waste which remained after the demolished factory according to new laws would cost only a bit less than the entire new factory.
The same situation was when in the tearing down of old "Chromos" facilities in Radnička.
I will speak about this later.

c) Real estate is often part of the basic capital of a company.
Hotels and hotel chains have their capital mostly in real estate, and "Apple" doesn't.
Banks have part of their basic capital in real estate – and everybody can go bankrupt.
Both the hotel chain and a bank and "Apple" and then the owners remain without anything, but the real estate maintains its value depending on what the market says.
In that case the real estate is sold to compensate the claims – debts.

d) "Oktavijan" is a company which has real estate included in the assessment of company value. This assessment is also made of short-term and long-term financial obligations, state of the market, quality of management, etc., etc.

e) The Registrar writes that the creation of "Oktavijan" and all that is inseparably (underlined by Slobodan Praljak) linked with the relations between the defendant and "Oktavijan".
The creation of "Oktavijan", as I had already explained to the Registrar, in detail is linked with Slobodan Praljak, but not "inseparably"; the role of Slobodan Praljak has already been described, and I will repeat it once again later.

2.A. Business shares

109.

a) The Registrar always and again uses notions (at least so it seems in Croatian translation) whose meaning is completely unclear.
What means the notion "enjoys"?
If Slobodan Praljak is driving a borrowed car, is he "enjoying" that car?
If Slobodan Praljak lives in another person's apartment (apartment whose owner he is not), is he "enjoying" that apartment?
If Slobodan Praljak flies in an airplane, if he lives in detention…does Slobodan Praljak "enjoy" and how does he "enjoy" these things?

b) "Free disposal" with certain funds or things belongs only to the owner of these funds or things.
The owner may sell, donate, gamble away, etc. or can in a legally prescribed way empower another person to "freely dispose" with his property.
Here there isn't the slightest chance of concluding according to "criterion of greatest probability", because in such cases the proof of ownership (or proof of the transfer of ownership) is the exclusive criterion of truthfulness.

110.

a) Slobodan Praljak knows that property (drugs, mafia) may be hidden, but cannot understand since when he was hiding property, which property he was hiding and why would he be hiding it.

b) Slobodan Praljak explained everything about "Oktavijan" in crystal clear terms to the Registrar.

c) Slobodan Praljak cannot understand that he, Slobodan Praljak, would work after the war in "Chromos dyes

and lacquers" one year for 1,000.00 DM per month, and after that for 1,500.00 DM per month, while having millions of DM for the purchase of real estate.

d) The Registrar never explained to Slobodan Praljak which is that property that he (as owner)… "the applicant enjoys some other property, as well as on the standard that he, by all appearances, enjoys". Slobodan Praljak knows which standard he enjoys, and if the Registrar has evidence to the contrary, he should prove it.

e) The Registrar writes: "in case when an applicant had the right of ownership over a contentious property, and later disowned this property, the Registrar may, pursuant to section 5(f) of the Prosecution Guidelines, ignore such an act of transfer if on the basis of the criterion of greatest probability he is convinced that the transfer of ownership over this property was done with the aim of disguising the real ownership of the applicant over the same". It is all unclear in principle.
Is he referring to the citizen Slobodan Praljak until 3 April 2004, or Slobodan Praljak since 3 April 2004 – the applicant and defendant.
Slobodan Praljak was not before 3 April 2004 an applicant with any kind of claim towards the Registrar or the Court.
So that the question of what Slobodan Praljak was free to do until 3 April 2004 remains open.
And Slobodan Praljak is saying again that even before 3 April 2004 he didn't hide anything from anyone, neither had the reason to hide, nor was he afraid of anything of anyone.

f) If "the transfer of property to a member of the inner family (without compensation, or with a small compensation)" would constitute a firm proof that the giver remained the real owner and that it is an act of concealment, in Croatia a third of the population would be concealing something.
In more patriarchal environments the percentage would be even greater.

1. OKTAVIJAN d.o.o.

Due to a disordered expositon of the facts, repetitions, imprecise dates, insinuations, in the following paragraphs of the Registrar's text, Slobodan Praljak will not answer every paragraph individually.
On 24 February 2006 I answered accurately, truthfully and precisely all questions of the Registry about "Oktavijan" and "Liberan".
I offered proofs.
I attach this response (letter) because I have nothing to add.

1. By the end of 1995 Slobodan Praljak goes into retirement.
2. In 1996 Slobodan Praljak doesn't do anything – there is no money for the films, and Slobodan Praljak is not in his top shape either.
3. Slobodan Praljak said in an interview in 1994 that an "organized production of chaos in Croatia has begun". I stand by that claim even today.
4. In a series of attacks on me too, at one moment I printed a poster (to defend myself from lies) which my nephews were posting all over Zagreb.
   a) Marko Praljak, brother's son – then the student of law – today a lawyer in Zagreb (*attachment*)
   b) Tomislav Kesić – sister's son, today a graduated economist, employed in a bank.
5. Večernji list of 11 November 2000 reported on such an unusual and uncommon way of defence. (*attachment*)
6. From the facsimile of documents which I put on the poster everything concerning "Chromos", "Oktavijan", purchase of land, financing and my role in all of that was visible. Every particular part of the poster is an exhibit for itself.
   Additional clarifications:
7. What is Chromos SOUR and how many OURs were there.
   Within the composition of the SOUR (complex organization of allied labour) there were more than ten factories – OURs (basic organization of allied labour).

No one had ever registered the property of an individual factory+especically the land – in the Land Registry.
All of it was "ours" – social.
Chaos is not resolved to this day.

8. On Radnička cesta there were "Chromos dyes and lacquers", "Chromos metals" (in bankruptcy), "Chromos pigments" (in bankruptcy) and one more OUR of Chromos (I think "Chromos Real Estate") in bankruptcy – for two years there went on the negotiations on the division of common ownership on Radnička. To "Chromos dyes and lacquers" went the land plots Nos. 69/13 and 69/5 and the production facilities built on those plots in which nothing was being produced any more.
9. The reason for the sale of that property were taxes on land and facilities in Radnička which burden the balance sheet of the company, and serve no one.
10. Administering other people's money that had been put at my disposal, primarily for the purchase of 43% of the basic capital of "Chromos dyes and lacquers" (this deal didn't go through), and later for the purchase of land and plants that do not work, Slobodan Praljak conducted the necessary legal and financial activities for the investors:
    - Sorting out of legal and ownership relations
    - Land Registry
    - Procuring of the building conditions
    - Location permit
    - Procuring allowance for demolishing of existing objects
    - Disposal of chemically contaminated construction waste
    - Removal of the surface layer of chemically contaminated land
    - Procurement of energy approval, etc., etc.
11. Was Slobodan Praljak rewarded for his work?
    YES!
12. What is the amount which Slobodan Praljak received for his work?
    Slobodan Praljak will tell that to the honourable judges if and when they will ask him.
13. In 2001 Slobodan Praljak was not the owner of "Oktavijan" and was not "seeking funds" from the Registrar.
14. Who is Dr Zlatko Pušić, where he worked, what he did, how much he worked, whose national he is, what are the connections between Dr Zlatko Pušić and Slobodan Praljak – I will explain all of that to the honourable judges, if and when they will ask me.
15. The same goes for Dr Zoran Praljak.
16. They authorized me to disclose our connections and present certain data about their lives.
17. About other investors I won't say a word, because they forbade me to do so.
18. What were the financial deals between those who paid for the property on Radnička I don't know, I was paying the money according to instructions, taking care not to infringe any laws of Croatia, and I succeeded in doing so. Frequent financial and tax controls didn't find any ommissions in our business dealings.

Who is it who informs the Registrar and what are we actually talking about?
In the weekly "Nacional" of 31 October 2000 the journalist Jasna Babić wrote a text about "Chromos dyes and lacquers", about my role in that company and some other things.
I submit that text to the Registrar.

"Nacional" refused to print my response on Jasna Babić's text.
What was left to me to do?

a) I printed a poster with responses to Jasna Babić's lies.
b) I pasted Zagreb with these posters.
c) I sued Jasna Babić at the competent court in Zagreb.

The daily "Večernji list" on 11 November 2000 featured a text under the title: "*Slobodan Praljak: with posters I fight for truth*".
The poster with which I fight for truth has been delivered to the Registrar earlier on.
I submit to the Registrar the text from "Večernji list".
The journalist Jasna Babić never responded to any hearing at the court in Zagreb.
The statute of limitations has expired.
How is that possible?
It is possible?!
I wrote my response to the journalist Jasna Babić on the poster and this is also my answer to the Registrar's informer.
Nothing has changed in that dirty game to this day.
That same group published by the end of August 2012 also the "ex parte" parts of the Registrar's memorandum about my financial standing in the weekly "Aktual" and the daily "Jutarnji list".
Check out, Mr. Registrar, how your information is leaking, who is doing it, check your informer.

Responses to some of the Registrar's claims
112.
Half of the land bought on Radnička was sold, and the other half entered the basic capital of "Oktavijan".
Question?
How is it possible that the total price of the land paid for (+plants that do not work) on Radnička is 4,400,000 DM, and the price for only half of that land (+plants that do not work) 38,071,197.37 Croatian dinars (5,067,878.80 Euro)?
Half of the land was paid 2,200,000 DM (1,100,000 EUR).

The plants of the chemical factory must be demolished (and construction material safely deposited according to strict rules), which substantially lowers the value of the land.

A) How did the accredited assessor work?
   Apart from the land, he assessed the building value of the property that must be demolished?!
a) In order to build on that land the plants without value had to be demolished and the waste properly managed.
   Why didn't I lodge a complaint on such assessment?
   Because it suited me (suited the investors) to have the basic capital as high as possible – because on the basis of the basic capital credits for further building can be obtained from a bank.

113.
Precisely!
According to the agreement of investors, and not to hide something from the Registrar on 20 October 2001.
I keep repeating myself as a parrot – before that date I was not the owner of the means stated by the Registrar, and on 20 October 2001 this was also legally formalized.
115.
In paragraph 44 the Registrar writes that he got from the Zagreb Police Administration the data about the residence of the defendant :

a) 29 January 1981 – 22 September 1992: Kraljevec 35
b) 15 April 2002: onwards Kraljevec 35a/37
c) 29 September 1992 – 15 April 2002: the defendant is registered on other places of residence (addresses).

The Registrar in this paragraph claims that the registered (20 October 2001) company headquarters of "Oktavijan" is Kraljevec 35, the home address of the defendant.
What kind of information is the Registrar dealing with?
Who are the Registrar's informants, if not those same "producers of chaos in Croatia", against whom I had to defend myself by pasting the city with posters.
A question in principle.

What would change in the determining of my property if Dr Zoran Praljak from Makarska registered the headquarters of "Oktavijan" (which has only the land + plants destined for demolition) on the address of my brother's residence?
Which law or regulation determines what is the permitted and and what is the unpermitted address of the headquarters of a company and which conclusions ("of the greatest probability") can be drawn from such an information?

116.

a) With the sale of a half of the land bought on Radnička cesta to the Slovenian "Mercator" for a price greater than what they paid for the entire land, the investors made a very good profit.
   What kind of an agreement they had between themselves, how they divided the profit, I don't know and I don't care.
b) Was Dr Zlatko Pušić registered as the owner of "Oktavijan", and whether he still is, in which way, openly or under a (legally allowed) secret partnership contract - I don't know and I don't care.
c) The executive position in a company has no relation with ownership or part of the ownership of that company. The ownership and the management structure in the greatest majority of companies in the West is represented by different groups of people.
d) The Registrar is acquainted with the documents on the way the property of "Chromos dyes and lacquers" on Radnička cesta in Zagreb were sold.
   The poster with facsimiles of relevant documents was submitted to the Registrar.
   The Registrar could have sought an authentication through the competent authorities in Croatia – because Slobodan Praljak cannot investigate the documentation of "Chromos dyes and lacquers".

The documents say:

1) Due to the already explained reasons – the Supervising Board of "Chromos", acting on the proposal of the Management Board, announces the sale of property on Radnička cesta in "Večernji list" of 18 June 1999.
   The tender was published also in one other daily paper – I cannot remember which.
   – The Supervisory Board consists of seven members
   – The President of the Supervisory Board is Slobodan Praljak
   – The decision is unanimous
   On the insisting of Slobodan Praljak, at the end of the tender a clause was put:
   "The seller retains the right not to accept any of the offers…"
   In the contrary (without that clause) the seller would be obliged to accept the best offer.
   On my proposal, the Supervisory Board turned down the offer by Dr Zlatko Pušić (representative of the group of investors), irrespective of its correctness, as I was warned that I would most certainly be accused of giving preferential treatment.
   Neither the management of the company nor the members of the Board were happy with this.
   The property on Radnička cesta costs a lot of money every month without making any income, and the company is still struggling to extract itself from the catastrophic situation in which it found itself.
2) At that time "I.C.F." d.o.o. became the owner of 43% of shares of "Chromos" which the state sold by voucher privatization.
   How many more shares "I.C.F." d.o.o. bought from small shareholders I don't know, but I do know that "I.C.F." d.o.o. became the majority owner of "Chromos" d.o.o.
3) Due to a change of the ownership structure of "Chromos dyes and lacquers" the president of the Supervisory Board Slobodan Praljak on 6 July 1999 submits his resignation – written by hand. See facsimile printed on the poster.
4) Since then I have had no connection at all with "Chromos dyes and lacquers".
5) The new owner and the new Supervisory Board (probably for the same business reasons) on 15 September 1999 announce the sale of the same property on Radnička cesta in "Jutarnji list". This was two months and

eight days since my withdrawal from the position of the president of the Supervisory Board of "Chromos dyes and lacquers".

– Look in the announcement to whom the offer should be sent. See the poster.

Therefore, when the Registrar writes:

"Apart from that, he (Dr Zlatko Pušić) only once acted in the name of "Oktavijan" in order to enable the purchase of property in Radnička as a so-called "fictitious screen", mediator, in order to hide the actual involvement of the defendant from the Supervisory Board of "Chromos dyes and lacquers", Inc. (hereinafter "Chromos"). The participation of the defendant in this transaction had to be hidden from the seller (i.e. "Chromos") because he was at that time the member of the Supervisory Board of the same company, and therefore realized the purchase of property in Radnička for "Oktavijan" by means of illegal use of information which he acquired in his official capacity."

He, the Registrar, not only speaks the untruth, not only does he insinuate and insult, he is making an accusation ("fictitious screen") against a citizen of the Federal Republic of Germany, Dr Zlatan Pušić.

In civilized countries this is punishable by law.

But what can I do?

Write, deny, explain, sue.

I don't know if Dr Zlatan Pušić will sue the Registrar and whether this is at all possible?

117.

If, according to the wish of the Registrar, my whole family is not accused, then the defendant (Slobodan Praljak) has nothing to do with it, nor is he interested.

And if my whole family is accused, I should be told that.

c. Indications that "Oktavijan" continued to be in the ownership and under the control of the defendant.

118.

The Registrar quotes accurate facts and then makes false conclusions because either he doesn't understand or does not want to understand the relationship between the owner and the director.

a) It is accurate that I (Slobodan Praljak) am not the owner of "Oktavijan" since 20 October 2001;
b) It is inaccurate that "Oktavijan" has a Management Board;
c) "Oktavijan" has no employees;
d) "Oktavijan" is not paying salaries to anyone, not even Slobodan Praljak;
e) "Oktavijan" has no office, only the address on which the mail arrives;
f) I described earlier on what I (Slobodan Praljak) as director of "Oktavijan" am supposed to do, in agreement with the owners: prepare everything that is necessary in order to build on Radnička
g) And that is all.

Every director represents his company "individually and independently" and the Registrar concludes: "… (the Registrar) established that the relationship of the defendant with "Oktavijan" continued, which proves that he (Slobodan Praljak) was the real owner of a business share in that company".

A completely incomprehensible claim.

From the Registrar's way of thinking and concluding it proceeds that every director who represents the company "individually and independently" (and how else is he going to represent the company?) is by that very fact the owner of the company.

From the attached document the Registrar will see when Helena Kesić ceased to be the director of "Oktavijan", and was replaced in this function by Nikola Babić Praljak.

119.

It is possible that the Registrar didn't understand correctly what was said when I wrote that since 20 October 2001 Slobodan Praljak "ceased to manage "Oktavijan".

I wrote: "I handed over the company "Oktavijan" into the ownership and management of other persons".

Precisely.
I, Slobodan Praljak, cannot, because I am not the owner, sell the land (without the authorization of the owner), cannot decide what will be built there (without the authorization of the owner), cannot burden the company with credits (without the authorization of the owner), etc.
A director works within the framework of the law, performing executive functions in accordance with the demands and decisions of the owner.
Clarification:
All the time while I worked as director in "Chromos dyes and lacquers" (for the salary of 1,000 DM per month) I represented the company "individually and independently" – this formulation implies that I am criminally liable if I work against the law.
But a director cannot, without the decision of the Supervising Board which represents the owners, sell a part or the whole company, cannot undertake any major investments (usually in the company statute a limit is stated up to which the director can go without seeking consent by the Supervising Board), cannot cannot borrow money against the company's assets, cannot make a decision about a merger with another company, etc., etc.
This is the authority of the owners of a company.
It is not, therefore, as the Registrar writes, "an indication" that I (Slobodan Praljak) fixed the paperwork and other transactions which preceded the building of objects on Radnička, but this is factual truth.
But I am not the owner of "Oktavijan".
If I had been the owner of "Oktavijan", the owner of such sums of money, I (Slobodan Praljak) would, take note Mr. Registrar, employ some smart young guy or a girl from the army of unemployed young educated people in Croatia to run through all those offices and collect dozens of various certificates and decisions, for a salary of 800 Euro per month.
In the meantime, Slobodan Praljak would fish on the sea, read, sip wine and once a month glance at the report on the work done.

ii. The current management of "Oktavijan" consists entirely of the defendant's family members
120.
In this paragraph the Registrar is preoccupied with my family and not with the substance of the problem.
Does the Registrar know who is the holder of procuration, what he does and which authorities he has?
Why wouldn't these activities be accomplished by the persons of trust of the owners of "Oktavijan"?
The Registrar pathetically concludes: "Of all the persons who occupied executive (underlined by Slobodan Praljak) positions in "Oktavijan" only one – the former holder of procuration Mr. Marko Bojović – was not in a family relationship with the defendant".
In "Oktavijan" at any given time there was only one leading person – director Slobodan Praljak, followed by director Helena Kesić, and finally Nikola Babić Praljak.
Director Slobodan Praljak was not receiving any salary in "Oktavijan".
No other person was receiving salary in "Oktavijan".
Holders of procuration were nominated in order to complete some specific job within the scope of preparation for building.
For a long time now only Nikola Babić Praljak works in "Oktavijan", he is director.
"Oktavijan" doesn't have a management. It never had one.
All these questions and their clarification is merely a piling up of papers devoid of any connection with the subject matter – the search for my property.

Footnote 125.
In the true spirit of some secret police structure the Registrar writes: "It is not clear when Mr. Marko Bojović became the holder of procuration in "Oktavijan". However, Mr. Bojović since 6 February 2004 was not any more the holder of procuration in "Oktavijan".
And what would the Registrar become familiar with if he clarified when Mr. Bojović became the holder of

procuration in “Oktavijan”.
What would be discovered if it became known when the citizen Mr. Marko Bojović, a person of age, without a criminal record, was engaged to carry out the job of the holder of procuration during the time of preparations for the building of objects on Radnička?
I don’t understand this police investigation?!
What is it all about?
Imagine: “It is not clear…”
What a secret police construction!
And what would happen if it were clear?

What would be discovered if it were known when the citizen Marko Bojović, a person of age, without a criminal record, was engaged to carry out the job of the holder of procuration at the time of building of immovable property on Radnička cesta?
Is some investigation under way against Mr. Marko Bojović?
What kind of job is the job of building?
How many deals, agreements, contracts, controls, accounts…

121.
It is all true, Mr. Registrar, but if my brother and friends trusted me with their money for the purchase of property on Radnička and the preparation for building, to whom shall I give the right of access (to the money), if not to the people of my greatest trust.
What would you have done?
The Registrar writes: “Although the defendant didn’t have any more a direct possibility to access that account, the fact that his wife and foster-son were empowered to dispose with the money on that account shows that the defendant kept a certain degree of control over this company”.
Which degree of control? What kind of degree of control?
The basic job of a director is to administer other people’s money.
I could have, of course, withdraw the money from the account and flee to Monte Carlo.
The Registrar claims that the basic capital of “Oktavijan” is my property, but that would be far more than the “certain degree of control” which the director has.
What is my control?
Control of the owner?
Advisory control?
Control over ownership?

122.
“Oktavijan” doesn’t have a management board.
“Oktavijan” has a director.
Director is nominated by the owners and he is responsible to the owner.
Director must work according to the law.

123.
On which date did it “become clear that against him (Slobodan Praljak) the indictment has been filed?”

124.
Wrong premises, incorrect dates, ignoring of the facts, lead the Registrar to the “criterion of greatest probability”, and all of that leads further to “supposed ownership” over this company (“Oktavijan”).

iii. The defendant's continued exercise of control over Oktavijan's subsidiary, Pristanište i skladišta d.o.o.

125.

If the Registrar in writing his text had consulted someone who knows economy, he wouldn't draw conclusions which have no economic logic.

a) The company "Dock and warehouses" are not an affiliate company of "Oktavijan".
b) "Oktavijan" is the owner of 99.75% of shares of "Dock and warehouses".
c) "Dock and warehouses" are an independent legal and economic entity.
d) Affiliate companies or branch offices are part of a network of one company and they are involved in the development of the basic activity of the mother company.
e) The company "Dock and warehouses" produces nothing, this company rents old warehouses if and when someone needs to store something.
f) The Registrar doesn't differentiate the notion "basic capital" from the notion "value of a company"
g) "Basic capital" is an item in accountancy (it can be increased by capitalization or reduced by the decision of shareholders), but when a company goes bankrupt, the basic capital in most cases cannot cover even 10% of the claims against the company.
h) How many examples does the Registrar want me to quote – in banking, construction, in specific countries.
i) Footnote 128.
The Registrar accurately states the way in which 95.76% of shares of "Dock and warehouses" were bought.
j) Why were 95.76% of shares of "Dock and warehouses" sold at a public offering, on the Varaždin Stock Exchange for approx. 800,000 DM (400,000 Euro) if the value of the basic capital (and this is for the Registrar the relevant value of the company) is 3,392,323.65 Euro?
A great, lucrative deal?
You buy for 400,000 Euro, go to the company and collect the basic capital of 3,392,323.65 Euro.
And you make 3,000,000 Euro in one swing.

It doesn't function in that way, Mr. Registrar, and it is not possible that you don't know it.
How about the company's debts?
How about the existence or non-existence of perspectives for development?
How about the economic environment?
How about the existence of a brand?
How about the market positioning of the company?
Etc., etc.
On all of that the Registrar either knows nothing, or is badly informed, or badly advised.
I have no idea what the company "Dock and warehouses" is doing now and how it runs its business, but regarding the economic situation in Croatia, I wouldn't advise anyone to pay even 1 Euro for a company like that.
Because, irrespective of whether you have income, you have the outlays, you must insure the company by law, you must pay the electricity meter, whether you use electricity or not, you must pay to the state various forms of taxation (culture tax, land tax, utility duties, etc.).
And at the end, the Registrar says that the money for the purchase of shares of "Dock and warehouses" probably (underlined by Slobodan Praljak) some time in 1999, comes from Slobodan Praljak.
The money doesn't come from me, but these Registrar's "probabilities" make my blood pressure go up.
In principle, I ask again, from which date does the Registrar think that I am culpable and with which right does he think so?

126.
I already explained what the holder of the procuration is.
I explained to the Registrar earlier on what I was doing as a holder of procuration for "Dock and warehouses" (D&W).
Questions:
What is Slobodan Praljak doing as a holder of procuration in D&W?
He arranges:
- transport and storage of construction sand from Slavonski Brod to Sisak,
- storage of colza,
- storage of sugar,
- possible loading of lubricant oil from the Sisak Refinery for Serbia (parking of the trailer trucks inside the D&W premises) and the like.
D&W doesn't produce anything, it has old warehouses and that is all.
Why is Slobodan Praljak, the owner of everything, the man who disposes with millions, doing such a job?
Why doesn't he collect rent and enjoy on "his" yacht at sea?!
Why does he bother to talk about colza, construction sand, lubricants, trailer trucks…(I have nothing against any kind of work – but I wouldn't be doing it if I didn't have to and every informer from Croatia knows that).
Why does Slobodan Praljak (the owner both of "Oktavijan" and thereby the D&W) go to business dinners with people he respects, because if he really possessed what the Registrar says he possesses – he would never come into contact with them.
Every informer from Croatia who knows a bit knows that Slobodan Praljak would be on the sea (fishing, reading, writing) or in Zagreb drinking with actors and actresses, theatre directors, painters, writers and similar individuals from the margins of the business world.

127 – 132.
The directors of "Oktavijan" Mrs. Helena Kesić, Slobodan Praljak, Nikola Babić Praljak had control over "Oktavijan".
They had a certain control also over the "Dock and warehouses" in Sisak because the owner of "Oktavijan" Dr Zoran Praljak and others bought the "Dock and warehouses" in Sisak.
Directors manage companies (exert control) according to the instructions and demands of the owners and in accordance with legal regulation of business operations.
The director of "Dock and warehouses" Gjuro Bojović has control over "Dock and warehouses" in the above stated way.
The holders of procuration (various and at various times), Slobodan Praljak, Kaćuša Praljak, Helena Kesić, Marko Bojović conduct business in accordance with the agreement of the owners and/or director, in accordance with Croatian laws.
Control is an inaccurate word and an inaccurate concept to describe the business operations of a business entity.
The "control" which the director has, has no connection with ownership.
In order to understand "Oktavijan" as a business entity, all relevant documents were submitted to the Registry.
Investors and owners, Dr Zoran Praljak, Dr Zlatko Pušić and others bought the land in Radnička with the intent to build.
In order to build, hundreds of prior actions (I mentioned some) have to be done, and all of this costs money.
Demolition costs, energy approval costs, architects costs, utility infrastructure costs, there are payments to the City, etc., etc.
Investors and owners place the money at Slobodan Praljak's disposal, and he in turn pays whatever is necessary, recording the payments as an input of capital - of those who own the money.
And this money is not Slobodan Praljak's money or the director's money.
With regard to a relationship of trust (brotherly relation) between Dr Zoran Praljak (and others) and Slobodan Praljak, this input of capital is, upon the completion of the agreed job, returned to the owner by cession agreement.
And this is how it was done.
On this topic the Registrar will receive documents with explanations – additional documentation.

When the money ran out on my account – the money placed at my disposal for executing the job in the name of the owner, Dr Zoran Praljak borrowed me from his account.
With regard to the fact that Dr Zoran Praljak does not live in Zagreb, this created difficulties and the money would again be transferred on my account.
This is how it is done everywhere in the world, with more or less paperwork, depending on the degree of trust between the investor and director.

v. The defendant's financing of the purchase of the Radnička property

133.
Incorrect.
According to Croatian law it is not possible to be both a director of a company and a member of the supervisory board.
Slobodan Praljak was firstly the director of "Chromos dyes and lacquers" (about one year), and then the president of the Supervisory Board and advisor to the director of "Chromos dyes and lacquers" – until 6 July 1999.

134.

a) There is no reason to doubt that on 8 August 1999 the meeting of the Supervisory Board of "Chromos dyes and lacquers" was held;
b) I was not only a member of the Supervisory Board of "Chromos dyes and lacquers", but the President of the Supervisory Board;
c) Footnote 139.
   Mr. Franjo Ljubas was not a member of the Supervisory Board, but was the director of "Chromos dyes and lacquers";
   The director, Mr. Franjo Ljubas proposed to the Supervisory Board of "Chromos" the sale of property in Radnička and argumented this decision.
   This property is burdening "Chromos's" balance sheet with large amounts, and nothing is produced any more in these ruins.
   Due to earlier enormous debts, due to redundancy payments which should be paid to the workers when severing their work contracts (too many workers compared to production), "Chromos dyes and lacquers" must sell this property.
d) The Supervisory Board of "Chromos dyes and lacquers" unanimously accepted the director's proposal.
   By conducting a smear campaign against me, portraying me as a criminal and thief, the Registrar writes fabrications on the basis of information which he receives from communist – KOS (secret service of the JNA /Yugoslav People's Army/) structures ("the producers of chaos") in Croatia.
e) The same fabrications were found in the writing of Jasna Babić in "Nacional". I responded to these fabrications which represent the same style and manner of manipulating the facts by a poster that was pasted all over Zagreb. It is surprising that the Registrar repeats the same arguments produced by the journalist Jasna Babić in "Nacional" in the year 2000.
f) On 18 June 1999 the sale of property in Radnička was announced – "Večernji list" – 18 June 1999.
g) Upon insistence of the president of the Supervisory Board, the defendant Slobodan Praljak, the clause on the right of "Chromos dyes and lacquers" not to accept any offer was entered into the tender.
h) So, the offer of a group of people represented by Dr Zlatko Pušić was rejected.
   - although I have already explained it, I will repeat:
i) I wasn't waiting for the new owner of "Chromos dyes and lacquers", Inc., the private company "I.C.F." d.o.o. to dismiss me from the position of the President of the Supervisory Board, on 6 July 1999 I submitted my resignation.
   Likewise on the position of advisor.
   I successfully completed my role in the stabilization of "Chromos dyes and lacquers" and in the saving of

this company from bankruptcy.
I had had enough and I never set foot in that company any more.

j) It is therefore incorrect and an untrue claim of the Registrar that I left the office of the President of the Supervisory Board and advisor to the Management Board on 29 September 1999.

k) As far as I know, there was no discount on the offered price for the property in Radnička and the claim of the Registrar is illogical "…and the instructions to the Management Board of "Chromos" to try to collect the full amount of the purchase price in advance by offering 'Oktavijan' a discount". Namely, the buyer cannot enter into ownership and register the property on his name unless he pays the agreed price and fulfils the provisions of the contract in advance and without any discount. Maybe they asked for the payment before the defined deadline or similar, but these are the agreements between the buyer and the seller.

Footnote 140.
The Department for the Detection of Taxation Crimes of the Regional Tax Administration Bureau in Zagreb didn't find any contraventions of the law in the purchase of property on Radnička cesta.
The Ministry of Finance of Croatia didn't find any contraventions of the law in the purchase of property on Radnička cesta.
The Report on the revision of transformation and privatization by the State Audit Office on 2 August 2003 didn't find any irregularities in the entire deal.
And so on to this very day.

Attachments – proofs:

1. Text of the journalist Jasna Babić in "Nacional" of 31 October 2000;
2. Poster printed by Slobodan Praljak;
3. Text in "Večernji list" of 11 November 2000 which speaks about the way of fighting for truth;
4. Statement – "Opera";
5. New letter by the Registrar – "Aktual" – "Jutarnji list", my answers, letter to the legal advisor, Ms. Osure.

135, 136, 137, 138, 139 and 140.
For the above stated facts, Slobodan Praljak will not occupy himself with the Registrar's quotation of financial transactions, rude insinuations about the "screen role" of Dr Zlatko Pušić and other financiers, nor the mutual squaring up of the investors.
He will not occupy himself with the ignorance on the part of the Registrar who thinks that the investor must be in the managerial structure of the company in which he invested his money, nor the conclusions which proceed from this ignorance.
There is nothing more to say.

vi. The defendant continued to participate in the building of objects on Radnička cesta

141.

a) After having completed, for an agreed amount of money, part of the job related to the purchase of property on Radnička cesta, Slobodan Praljak, according to the decision of those who financed the purchase, transferred "Oktavijan"on 20 October 2001 to Dr Zoran Praljak.
When the owner will enter his property into the Land Registry is completely irrelevant in relation to the ownership registered by a court.
This right belongs to the owner, and not Slobodan Praljak.
Slobodan Praljak took part, according to a previous agreement with investors, in the prepaprations for the building of an object on Radnička cesta.
This was the ultimate reason for the purchase of property.
– Procurement of the building permit for the demolition of the plant on Radnička cesta
– Finding the contractor who will do the demolition.

- Fulfilling the regulations on the recovery of chemically contaminated land
- Procurement of the building conditions
- Procurement of the energy approval
- Procurement of the location permit
- Finding of a high-quality architectural office and dozens of other jobs which precede the building.

b) The Registrar thinks: "that the property in Radnička would not remain in the Land Registry on the name of the defendant for such a long time after he transferred on 10 October 2001 the ownership of the property to "Oktavijan", if Slobodan Praljak didn't continue to exert control over "Oktavijan".
It is all rather unclear:
If I transferred on 10 October 2001 the property to "Oktavijan", and "Oktavijan" to Dr Zoran Praljak, it is immaterial (and not Slobodan Praljak's worry any more) when the owner(s) will enter their property into the Land Registry.

c) Slobodan Praljak finds it completely unclear what the concept of "control" which the Registrar so frequently uses means in the legal sense, and what in the business sense.

d)

- Evidently the Registrar is ill informed about the catastrophic state of the Land Registry in Croatia, for whose ordering Croatia received dozens of millions of Euro from the EU.
- The Registrar evidently doesn't know that the notion of "social ownership" in a communist state leads to the complete irrelevance of the Land Registry.
- The Registrar obviously doesn't know that in the SFRJ /Socialist Federative Republic of Yugoslavia/ the selling and bying of real estate was burdened by sales tax in the amount of 30% - 35% and that people didn't transfer property (after a signed purchase contract) in the land books in order not to pay the enormously high tax.

e) It is impossible that the Registrar doesn't know that to sign contracts on behalf of a company bears no relation to the ownership of the company. Slobodan Praljak signed a thousand contracts on behalf of "Chromos dyes and lacquers", and according to the Registrar's logic this would be a sure proof that he is the owner of "Chromos dyes and lacquers" d.o.o.

f) Slobodan Praljak didn't "abandon his share" in "Oktavijan", but transferred the share to Dr Zoran Praljak, the financier.
As has already been explained Slobodan Praljak continued to conclude the contracts on behalf of "Oktavijan" connected to the building of property.

g) It is completely untrue that Slobodan Praljak knew that an investigation against him was under way in the International Tribunal.
The Prosecutor insinuates without any proofs.
Nobody from the Prosecution of the International Tribunal, neither from the Croatian judiciary ever contacted me before the handing over of the indictment on 3 April 2004.

142.

a) The Registrar states correctly what could have been built on Radnička cesta.

b) In footnote 157 we again have an imprecise quotation of facts:

- Slobodan Praljak has not been living on the address Kraljevec 35 for a long time
- The headquarters of "Oktavijan" is registered on the address Kraljevec 35
- Slobodan Praljak from Zagreb was receiving mail concerning "Oktavijan" on the
- address Kraljevec 35

143.

Slobodan Praljak is saying that by no logical reasoning, not even the "criterion of greatest probability" can the conclusion be drawn from the presented facts that Slobodan Praljak "continues to be the owner of 'Oktavijan' and that he has control over that company'".
This simply isn't true.

144.
On the basis of everything presented so far, I do not find it necessary to repeat that the presented facts, explanation of these facts and the logic of these facts are sufficient to disprove the Registrar's conclusion.
145.

a) Slobodan Praljak gave to the Registrar all relevant facts and in 15 (fifteen) letters answered all the relevant questions.
b) Slobodan Praljak was not in the position of the owner of "Oktavijan" – because it is completely unclear what it is and what kind of position the owner of "Oktavijan", or of any other company in the world for that matter, would have to have.
c) It is evident that if things are not arranged in a way the Registrar thinks they should be – Slobodan Praljak is guilty.
   And according to which legal regulation or business manner things would have to be the way the Registrar thinks they should be – the Registrar feels no need to explain that.

146.
The Registrar can do whatever he pleases.

e. The value of Slobodan Praljak's ownership share

147.
If the Registrar needs to determine the value of a company of which I am not the owner, I don't mind at all and I agree that "all factors influencing the economic value of 'Oktavijan' must be evaluated…"
How this value can be attributed to Slobodan Praljak is an entirely different question.

i. The increase of basic capital on the basis of property on Radnička

Let me be permitted to comment on the financial state of "Oktavijan" on the basis of evidence which the Registrar collected from the competent institutions in Croatia.
148.

a) In May 2004 "Oktavijan" (not Slobodan Praljak, as the Registrar claims) was granted "the initial building permit"
b) In the line of permits which should be procured before the beginning of construction there is nothing that is called "initial building permit".
c) In footnote 158 the Registrar states that the building permit for the construction on Radnička cesta was issued on 3 January 2005 by the City Office for Strategic Planning, Development of the City, Civil Engineering, Utility Affairs and Traffic.

149.
There is a visible difference between the value of long-term property of "Oktavijan" amounting to 24,079,976.30 Euro and the value of property on Radnička amounting to 21,484,876.66 Euro.
I presume that the difference is made by the value of "Dock and warehouses" which is in "Oktavijan's"ownership.
150.
If the data quoted by the Registrar are correct (and I have no reason to doubt their correctness), it is transparently clear that the situation with "Oktavijan" is no good at all.
The economic situation in Croatia is rapidly deteriorating, and especially bad is the state in construction and real estate. I will take the trouble to submit certain data to the Registrar.

a) The number of unsold flats in Zagreb – statistical – official
b) How much did the prices of real estate in Zagreb fall in the last two years and what is the trend?
c) What are the interest rates for mortgages?
d) How many tens of thousands of square meters of office space are not rented?
e) How many companies in Croatia are in a blockade?
f) What is the amount of unpaid tax and how many companies and physical persons owe tax?

Footnote 164.
The real market value is not determined by the authorized court expert for construction but the market – the moment of sale – offer – demand.
The authorized court expert for construction determines how much it would cost to build the object which he is evaluating right now – diminished by the state and age of the building.
The bankers have their own assessment.
If the buildings are owned by a company, the only reliable assessment of the value is the assessment of the value of the company which unfortunately includes the liabilities, state on the market, etc., etc.
Insurance companies have their assessment, and a potential buyer has his assessment.
Real estate in Spain or Greece can now be bought for 40% of the price three years ago, and they will continue to fall.

Conclusion:

I. The owner of "Oktavijan" with regard to credit liabilities and state on the market owns practically nothing.
II. With regard to the state of Croatian economy and the situation on the property market we can expect (unless it happened already) that "Oktavijan" will not be able to meet the credit obligations.
III. As the banks don't want to take over the property, they prolong the deadlines for the repayment of the principal and collect only the interest, which, due to reduced rating, both of the banks and Croatia as a whole, is rising all the time.
IV. People work more and more for a salary which is smaller and smaller – we are falling into debt bondage.
V. If I had a capital of e.g. 100,000 Euro and someone offered me ownership of "Oktavijan", to guarantee the survival of "Oktavijan" with my personal capital, I wouldn't subscribe to that.
VI. I don't think the Registrar would too.

151.
The Registrar is turning "instructions" into "witchcraft law".
If Slobodan Praljak doesn't give him the information he seeks, on anything, irrespective of the real role of Slobodan Praljak in the matter of his interest – Slobodan Praljak is guilty, Slobodan Praljak conceals, hides, uses "screens"…
If Slobodan Praljak would collect, illegally, the information on the matter of interest for the Registrar, this would constitute a prime proof of ownership or any other hidden connection between Slobodan Praljak and what the Registrar is claiming.
I don't subscribe to this game.

ii. Slobodan Praljak's personal loans to "Oktavijan"

152.
The loans I was giving to "Oktavijan" was the money given to me my investors in order to pay the bills in the preparation of the land in Radnička for construction.
These are tens upon tens of bills and it is highly impractical to take the investor to the bank for each and every one of them.
Ultimately, there is the element of trust.
According to the agreement, at the end of the work for which I was engaged, I transferred the debit claims against "Oktavijan" to the owner of the money.
I submitted documentation on that.
As far as interest on such loans is concerned, it is not allowed in Croatia – interest cannot be charged.

iii. Oktavijan's subsidiary, Pristanište i skladište d.o.o.

Note: the use of the word "affiliate company" is wrong; the company from Sisak was bought by "Oktavijan", but it is not "Oktavijan's" affiliate company.

153.

a) I find it amazing that the Registrar writes about the same things and facts, repeatedly, on various places in his text. For this reason I repeat my answer to the same questions on so many various places.
b) At the end of my response I will make a summary – comprehensible and clear.
c) The purchase of "Dock and warehouses" – all of this has been precisely evidenced.
d) On 21 January 2002 the market value of "Dock and warehouses" was ca 800,000 DM. What is the value today?
e) With regard to the fact that Dr Zoran Praljak is registered as the owner of "Oktavijan" in 2001 and that "Oktavijan" bought the "Dock and warehouses" (as the Registrar states in footnote 128) on 21 January 2002, the Registrar's claim that "…we can say that Zoran Praljak is the majority owner of 'Dock and warehouses'" does not stand – because Dr Zoran Praljak is the majority owner of "Dock and warehouses".
f) Slobodan Praljak finds it completely unclear what the Registrar thinks when he writes: "…the Registrar thinks that Slobodan Praljak continues to have control over 'Dock and warehouses' and figures as a *de facto* owner".
   I. What kind of control?
   II. Control since when?
   III. Control until when?
   IV. Can Slobodan Praljak sell the "Dock and warehouses"?
   V. What means the word "figures"? – this means that someone else is the owner and Slobodan Praljak only "figures", "acts" as the owner.
   VI. The Registrar, unfortunately, doesn't understand what it means to be a "holder of procuration" in a company. The holder of procuration is a hired man or woman, paid by the percentage of jobs brought it, a person without employment and without guaranteed income.
   So the sentence that the holder of procuration Slobodan Praljak "…had full capacity to represent the company" means absolutely nothing in terms in which the Registrar would want it to have.
   VII. It is true that the holder of procuration represents the company e.g. in the negotiations over the storage of soya or colza keeping the price approved to him by the director of the company. If he succeeds in these negotiations, he gets a percentage of the job minus expenses of the business credit card and costs of the car he uses.
g) The question of basic capital of "Dock and warehouses"
Although in Croatia the basic capital is often calculated wrongly, and the buildings (plants and warehouses) are evaluated irrespected whether they are in use or should be demolished (expense) [I explained all that on the example of demolishing the objects on Radnička cesta], the question remains what do we do with a company's liabilities?
h) The Registrar seems to think that the basic capital can be taken, and the liabilities left to someone else. Where is that possible?
You take the credit, make a building, a hotel… you enter the value of that building, the hotel…, into the basic capital, take the basic capital and go to Paris to spend it, while the credit (and other liabilities) will be serviced by someone else…who?
i) Why, for God's sake, would someone sell the company valued at 3,392,232.65 Euro on the Varaždin Stock Exchange to a single bidder (no one else showed up) for 800,000 DM (400,000 Euro)?
j) With considerable certainty, regarding the state of economy in Croatia (and particularly in Sisak), and with regard to the quantity of fiscal and parafiscal obligations against companies, I am able to claim that the price (value) of "Dock and warehouses" is today significantly lower, if it has any worth at all.
k) But this is only my assessment on the basis of accessible (in detention) TV and newspaper information.
l) When the Registrar writes: "The basic capital of 'Dock and warehouses' is recorded in the amount of 25,484,000 Kuna. The Registry has no information which indicates that the market value of the company is lesser than that amount. Therefore the value of "Oktavijan's" shares in 'Dock and warehouses' is estimated at 25,484,000.60 Kuna (3,392,323.65 Euro)" ...
It is a climax of arbitrariness and economic ignorance. This is difficult to comment with a decent vocabulary.

iv. Property connected with "Oktavijan" which should be included into Slobodan Praljak's disposable means

The Registrar made two mistakes:

I. Conclusion that the property he is speaking about is Slobodan Praljak's property
II. Conclusion that this property is worth as much as the Registrar calculates.

154.
The Registrar establishes that the "control of transactions" necessary means, "according to the calculation of greatest probability", that the person doing the transactions is the owner of the object of transaction – money, real estate, basic capital, shares…
Directors of large and small corporations, directors of banks, department heads, brokers, investment fund managers, managers of retirement and health funds and hundreds of other people daily conduct transactions worth thousands of billion Euro (10^{12} €) of other people's, not their own money.
Sometimes with business success, sometimes with failure.

1 – a
My, Slobodan Praljak's basic capital in "Oktavijan" from 1994 was ca 5,000 Euro and I explained its genesis.
What happens further?
Slobodan Praljak participates in the defence Homeland War, concluded with the operation "Storm" and by the end of 1995 he goes into retirement.
After one year he works in "Chromos", as has already been said, for the salary which is already known (and can be verified).
"Oktavijan" is not doing anything, conducts no trade, has no employees, nothing.
And then, Slobodan Praljak, according to Registrar's claims, on 10 October 2001 possesses (becomes the owner) of 5,072,737.87 Euro basic capital in "Oktavijan"!?
Slobodan Praljak, after the war works for a salary of 1,000 DM (500 Euro) per month, followed by a salary of 1,500 DM (750 Euro) per month until 7 July 1999, and then has 5,000,000.00 Euro?
This is not going to be like that, this thesis cannot pass, it is not true and the logic and way of concluding of the Court Registrar is wrong.

1 – b
On the other hand, as I have already explained, this basic capital is a fiction.
If a land was paid 2,200,000 DM (part which entered the basic capital of "Oktavijan") and this is how much it was paid, then it could be the basic capital. But even this is not the actual basic capital, because on this land, in order to build something, you had to demolish chemical plants and recuperate the land.
And this costs money.
The price which has to be paid to prepare the land on Radnička for construction reduces the value of what was paid on the market - 2,200,000.00 DM (1,100,000.00 Euro).
I don't remember any more how much this recuperation cost, but I am sure that it cost more than 500,000 Euro.
So what is the real basic capital?
And this capital is not mine.

iv. Property connected with "Oktavijan" which should be included in Slobodan Praljak's disposable means

154. One more time

1. I have already clearly and precisely explained how the basic capital of "Oktavijan" was calculated, I explained clearly and precisely whose the basic capital of "Oktavijan" is, and when "Oktavijan" was handed over to the owner – the investors.
   I explained clearly and precisely what "basic capital" means in relation to the value of a company – the assessment – and financial liabilities.

Due to all that the basic capital definitely cannot be attributed to the defendant; if Slobodan Praljak were the owner of the basic capital, as the Registrar claims, this money could be obtained only with the sale of "Oktavijan" and, after covering the financial obligations, we would see what is left.
But in the current circumstances nothing would be left, which is clear to the Registrar too, because in point 150 he himself states that "Oktavijan" is facing insolvency.
I am writing all of this for the benefit of the Registrar's understanding of economic concepts.

2. "Oktavijan's" debt towards me I carried over to the investor whose money I had managed and whose money I had invested.
The penalty interest in such a relationship is not charged in Croatia.

155.
Although the Registrar withdraws from a possible assessment of the value of property on Radnička cesta, and upon the completion of building which would amount to 27,271,000.00 Euro, the Registrar doesn't say what else, according to the plan of the investors and the received building permit should have been built.
And it has not been built.
A hotel should have been built, but as far as I know, the subterranean part and the ground floor concrete construction is all that is completed.

f. Conclusion
The investors invested significantly less money into the "basic capital" of "Oktavijan" from the entry in the accounting books.
As far as I see from the Registrar's data they built everything else by credit money.
With regard to the magnitude of "Oktavijan's" financial liabilities, the situation on the property market, the solvency of the company is questionable. In other words, bankruptcy.
And after all, what does it have to do with Slobodan Praljak.
157.
The Registrar's conclusion is incorrect, doesn't correspond to truth, it is arbitrary and not based on facts.

3.A. Personal property
1. Main family vehicle: a Mercedes – Benz
166, 167 and 168.
Slobodan Praljak confirms that the stated facts are accurate.

2. The yacht
a. Introduction
169.
A sailboad anchored in the Dubrovnik Marina "Komolac" (such type of boat is not called "yacht"), of a foreign owner unknown to me, was hit by a mortar grenade of the JNA /Yugoslav People's Army/ and was sunk.
I don't know when it was pulled out from the sea, but from the size of shells which were growing on the hull. it must have spent at least 2 years in the sea.
In the same Marina several dozen of various vessels were sunk.
My cousing and friend (we spent together the summers in Omiš) went to take a look at the boats in Dubrovnik, because the Croatian Automobile Club (HAK) announced an auction. And we were both interested.
Joint investment, agreed use:
The care of the boat, mooring and maintenance will be up to him – Mr. Mimica lives on the sea and his knowledge of the boats, maintenance, mooring, preparations for winter, are incomparably greater than mine.
He will use the boat freely from March until the end of the season – as much as the weather permits. I will sail, with him or without him, when I catch the time for vacation.

Note 1.
If I had been alone in this, the keeping of the boat in one of the marinas would cost me yearly between 3,000 and 3,500 Euro.
Note 2.
Until going into The Hague I sailed on this sailboat a total of approx. 20 days.

After having gone to Dubrovnik and assessed that the boat can be repaired, and that a major part of works he can do by himself, Mr. Mimica persuaded me to undertake this investment.
With regard to my love for the sea and desire to sail, it wasn't a difficult persuasion.
On 11 July 1995 at an auction in Split, this boat was bought on my name for 19,300.00 Kuna (ca 2,500 Euro).
I paid that amount.
I returned to my work in the Ministry of Defence in Zagreb, and Mr. Mimica, with my power of attorney, went to Dubrovnik with his nephew to set up the boat for towing.
How many days they had to work on the basic cleaning of the boat inside and out, on the mending of large holes left by the grenade, as well as dozens of small holes made by shrapnel, I don't know.
I don't even know how much it would cost if I had paid someone else.
After that Mr. Mimica engaged the help of his friends in Omiš who sailed with a stronger boat to Dubrovnik and towed the "Katarina Kosača" into Omiš.
How much does it cost?
Slobodan Praljak paid nothing.
In Omiš, on the estuary of the Cetina River into the sea, there is an area where the residents of Omiš drag out their boats on land – when they mend them or do any other kind of work (polishing, applying putty, painting).
Mr. Mimica pulled out the "Katarina Kosača" with a crane onto the land and worked on that boat until autumn 1995.
How much does it cost?
Slobodan Praljak paid nothing.
In the summer of 1995 Mr. Luković, the director of the Ship-repairing yard in Šibenik (formerly a ship-repaining yard of the JNA), offered me a further mending of the boat at a very favourable price.
They hardly had any business, barely surviving from month to month. A deal was struck that I pay them in some material which they needed and I can get it at a better price than they can.
The deal was that they will complete the sailboat until the end of March 1996.
Why?
Because I made a deal with Mr. Mimica to charter the boat in the summer of 1996, himself being the skipper when needed.
As a skipper he could make about 100 DM per day, and the boat could earn 3,500 – 4,500 DM per week – depending on the month of the year in which it is rented.
With this money the costs of the repair in Šibenik would be covered.
Was the boat ready by March 1996, repaired? It wasn't!
Was the boat "Katarina Kosača" ready in the Ship-repairing yard in Šibenik by March 1997? It wasn't!
I will later describe in more detail how I took the boat from the Ship-repairing yard in Šibenik, with whom I did it, where did I tow the boat and in what state I found it after 20 months of "repair".
After agreement with Mr. Luković, Mr. Mimica towed "Katarina Kosača" from Omiš into the Ship-repairing yard in Šibenik in August 1995.
How much does it cost?
Slobodan Praljak paid nothing.
On 17 June 1997 I "kidnapped" the "Katarina Kosača" from the Ship-repairing yard in Šibenik – after they had been repairing it for 20 months.
My friend Dr Zlatko Reljica, surgeon in the "Dubrava" Clinical Hospital (former Military Hospital), by origin from Pirovac (on the sea) where he has a house, our mutual friend "Meka" and "Barba"… the owner of trabaccolo and me, on 17 June 1997 towed "Katarina Kosača" to Vodice.

In the Šibenik shipyard they did nothing, or to be precise, they did miserably little.
I didn't pay them a thing.
I told them to sue me.
Another summer of possible chartering of the boat fell through.
They made a fool of me.

How a ship-repairing yard works, or how is it supposed to work:

- For every ship under repair an account book is being kept
- How many hours were spent on the repair – plasticians, electricians, machine engineers, carpenters, upholsterers – everything is entered into the book
- How much material and what kind of material was spent, and what had to be bought
- All other activities and work must be precisely described

Question:
Do they have this specification? They don't!
They lied to me, deceived me.
Where is the specification of work carried out on the boat "Katarina Kosača" in the Court file?
What did they ask of me while the boat was with them, either Mr. Luković, or his technical director?

a) 4 m³ of oak board, 7 cm thick.
   Conveniently, for a small amount of money, I bought that board, put it into a rented van and drove to Šibenik.
   It was winter while I was driving (-15°C), the rear doors were open due to length of the boards – and I froze like an idiot.
   For the reason which I can't remember any more, my wife went with me.
   I presumed they needed oak board for the repair of some wooden boat or ship.
b) 3 barrels of 100 litres each of plastic which I bought at a wholesale price from another "Chromos's" factory – unrelated to "Chromos dyes and lacquers".
   50 kg of plastic, by the way, was enough to repair the "Katarina Kosača"
c) 20m² of impermeable plywood for the partition in the hull.
d) 1 m² of oak board cut according to measures which they sent me.

Apart from the money which I paid at the auction, these were until 17 June 1997 all my investments into the sailboat "Katarina Kosača".
When I came to Šibenik with three men and a trabaccolo to take the boat:

a) The engine was taken out, staying out in the open and was in the same condition as when I brought it to Šibenik
b) The mast was lying out on the open
c) The rigging shrouds were rolled up in the hull
d) They made three partitions in the hull
e) They mended the hole by the mortar grenade which Mimica had already mended
f) They painted the part of the boat below the water line
   And nothing more.
   We gathered the small things, loaded the engine and the mast and towed the boat to Vodice.

I called Mr. Mimica and sent to hell him and the boat. I've had enough of everything.
– Mr. Mimica with his friends and came with another boat to Vodice and towed "Katarina Kosača" to Omiš.
How much does it cost?
Slobodan Praljak didn't pay a thing.
Mimica and God knows who else worked on that boat.

From the purchase on 11 February 1995 until 1998 three and a half years of torture with the repair of that boat have passed.
[in the light of the above, one ought to consider the Registrar's comment about Slobodan Praljak's "lifestyle"]
What else did I buy for the boat "Katarina Kosača"?
– One storage battery of 12 V (120Ah),
– Eight or ten roof lamps for the hull,
– I got free of charge 0.7m² of teak wood flooring strips for the recovery of the deck on the place where the mortar grenade struck.
This is the entire investment of Slobodan Praljak into the boat "Katarina Kosača"
And that is the truth!
It is all verifiable.

What should one know about the relation of the price of material for the boat and the price of work for the installing of this material:

I. To mend the lighting on the boat you need a storage battery, 200-300 metres of electric cable, 8-10 roof lamps, the junction box.
This costs a little bit of money.
Dozens of hours of work are necessary to drag it all through the mast, on the stern, on the bow, on the side of the boat, to fix these lamps to the roof of the hull, to take this down because it stands in your way, and put it back when you're finished.
This is what Mr. Mimica was doing.

II. If someone gives you 0.7m² of teak wood or you buy 0.7m² of teak wood (flooring strips) it is not any great expense.
But while you take down the remains of the old teak wood, and grind the place where you will install these flooring strips, fix the ends of the old and new teak wood, bend the flooring strips according to the line of the boat (each has to be bent to a different curvature), then the glueing, filling the spaces between them, polishing and coating with flax oil.
This is what Mr. Mimica was doing.

III. To mend the engine you should buy O-rings for the motor head, oil filter, diesel filter, and calculate twenty or more times the value of the work.

IV. Then the connection of the engine and the clincher.
Then the connection of the diesel meter in the tank, oil pressure meter, rotation speed meter.
Then the instrument panel.
The relationship of the cost of materials and the cost of work on boats is hugely in favour of the work, etc., etc.
Mr. Mimica was doing all this.

Apart from listening to what was being done, I, Slobodan Praljak, didn't come even close to the boat until Mimica was finished.
Therefore I claim, as I had claimed before and will claim in the future – this boat is mine in the amount which I had stated.
Mr. Mimica mended it, the overhaul of this boat is his work, he is mooring it, he takes it every two years in a marina, pulls it out with a crane, polishes, paints, returns to the sea and takes it home.
And this costs money, because two men cannot do this work in five days.
I hope that the Registrar knows something about boats, or at least will take the trouble to become informed.
Mr. Mimica is navigating that boat, paying the harbour fees for the boat, paying tax – it is not my boat, it is not Slobodan Praljak's boat, and because of all that I "sold" the boat to Mr. Mimica.
In the papers it stands that Slobodan Praljak is the owner.
Slobodan Praljak is the owner of something that was sold at the auction, but Slobodan Praljak is not the owner of what the assessor has estimated.
And that is it!

b. The legal framework

170.

a) The notions "enjoys", "freely disposes", "criterion of greatest probability" which are (I don't know that), as the Registrar writes, in accordance with the Article 10 (A) of the Guidelines, form the basis of his conclusions.
b) In the period of Turkish rule on the Balkans the people called this logic "Cadi (Muslim judge) accuses you, cadi judges you"!
c) In the times of communism in former SFRJ, if there was a lack of evidence, the courts acted according to the principle "we know what you think"!

171.

a) Slobodan Praljak wasn't concealing anything.
b) The Registrar writes:
"In cases when the applicant executes a transfer of ownership over property to a member of his inner family and without compensation, this represents sound proof that the applicant is the real owner of the property and that the transfer was done in order to conceal the status of the applicant as the owner:"
Note: Dr Zoran Praljak, Slobodan Praljak's brother, is not a member of Slobodan Praljak's "inner family", according to Croatian law.
c) Although Slobodan Praljak did not, of the property which the Registrar states, donate anything to anyone, because he was not the real owner, the question remains:
From which date and which year, until which date and which year I was not allowed to act according to Croatian law (which precisely regulates the transfer of ownership), but instead had to act according to the Registry Guidelines?

c. Discussion

172.

I claimed that my share in the value of the yacht is equal to the value which I paid at the auction. My subsequent investment is irrelevant and is lesser many times over from what I would pay for twenty days of sailing if I had rented the boat "Katarina Kosača".

173.

This is so.

174.

Oral agreement, written contract, written contract with signatures of the witnesses, written contract validated at a court, written contract validated by a public notary (after the institution of public notaries was introduced in Croatia) – are equally valid forms of concluding contracts in Croatia.
One validates a contract with a public notary only if there is an expectation that disagreements might occur, consequent to which the parties would end up in court.
The price of validation of a contract with a public notary is proportionate to the value which is the subject matter of the contract – and this is a lot of money.
I was never before a court, nor can I imagine it, with the members of my inner or greater family or with my friends. And many oral agreements were concluded.

175.

a) Slobodan Praljak doesn't know what Mr. Mimica had to buy for the boat "Katarina Kosača", but stated accurately what he invested into that boat.
The Registrar says that Mr. Mimica: "…didn't submit any other proof about his investments".
b) Investments into what? What investments? Why investments?
Did Mr. Mimica have to collect evidence about who and how restored the sailboat under the name

"Katarina Kosača" for sailing in the Komolac Marina.
How and where he slept, how much plastic, and how much putty he spent, how much of polishing paper?
Where did he get the linen for upholstery, who sawed it, washed?
Did I, Slobodan Praljak, have to keep the cash register receipt for the roof lamps, for the storage battery (by the way, I think I got a second-hand one in good repair) or should I explain what is the relation between Dr Zlatko Reljica and me, or what is the human relation between Dr Reljica and Barba…the owner of the trabaccolo with whom I "captured" "Katarina Kosača" from the Ship-repairing yard in Šibenik, tied it to the trabaccolo, towed it to Pirovac.
This misunderstanding of certain societies, social relations, imposing of a wrong sociological and social-psychological analysis I find insulting.
It is a frequent case with analysts coming from the so-called West, who boil down to the logic that the good, correct, normal…is only what they have learnt in the patterns of social behaviour in the countries which they come from.
I, Slobodan Praljak, the defendant, refuse with indignation such attitudes, logic, claims and conclusions which proceed from such attitudes and such logic.
An excessive reduction of a social being is impermissible, if we want to know the truth.
It is impermissible to declare various cultures and civilizational norms bad, wrong, deceitful, only because they are different from what we think is correct.
Maybe the Registrar could ask himself why Slobodan Praljak, the owner of houses and companies, the owner of three million Euro which he switches hither and thither, why didn't he give to Nikola Babić Praljak or his sister Tanja Praljak or his brother Dr Zoran Praljak the money to buy a motor boat – yacht – on their name and then sail across the Adriatic Sea and drink wine, now that he knows that detention waits for him in The Hague?
Why does Slobodan Praljak work like a horse for a small pay?
Why is Slobodan Praljak screwing around for years with that wreck of a boat, and according to the claim of the Registrar – he knows what is awaiting him – The Hague.
I apologize for my expression in the above sentence, but this tormenting has been going on for more than 7 years.

176.
When the buyer will take the contract to the tax office, when the tax administration will appoint the assessor of the subject matter of the contract, when the assessor will complete his job, when the buyer will pay the sales tax, when he will register the ownership to him – it is all a matter of the buyer.
The seller, Slobodan Praljak, has no connection with this at all.
And even the Registrar knows that all of that was done, as he states in Article 180.
And the tax people assessed the value of the sailboat to 13,311.58 Euro.
This is the only regular assessment.

177.
I received the money from Mr. Mimica and spent it on the preparation of my defence.

178.
The story about the contracts must be repeated.

179.
The boat "Katarina Kosača" has been in repair for three and a half years, of which for 20 months it lay in the shipyard in Šibenik. What else.
If the Registrar has one witness who can testify that I worked myself even one hour on that boat, or that someone else except Mimica (on my order and for my money) worked on the boat, let him name him. Let the Registrar's investigators and informers name him.

184.
The tax administration in Croatia has its own assessment of the subject matter of a contract. They have their rules and their experts.
The tax administration takes no account of the price quoted by the parties in a contract.
The expert's assessment who assessed the sailboat "Katarina Kosača" at 300,000 Kuna means nothing to the tax authorities.
We now have the following situation:

1. A tax administration expert assesses the value of the boat "Katarina Kosača" at 13,311.58 Euro.
2. Another expert assesses the value of the same boat "Katarina Kosača" at 39,935.00 Euro.
3. The "Ship-repairing yard in Šibenik" claims that the value of the work which they have done and material which they built in amounts to 501,324.78 Kuna or ca 67,000.00 Euro.
   And all of that is official, verified by stamps and signatures.
   Question?
   If the "Ship-repairing yard in Šibenik" really did so much work on the boat "Katarina Kosača" and if I, Slobodan Praljak didn't pay a cent for their work, but captured "my" boat, how come I wasn't in any way punished?
   This is a fraud.
   An investigation was conducted, a court procedure was conducted, and how did it end?
   How is it possible that they spend ca 20,000.00 Euro more than the estimated value of the boat 6 – 7 years later, or ca 54,000.00 Euro more than the assessment of the tax expert?
   All these stories are good for nothing.

181.
The Registrar writes:
"apart from that, in a special report of the Šibenik – Knin Police Administration of 28 June 2002 it is said that 'only minor final works were left to be done in order to render the boat capable of sailing'". This supports the view that the majority of works were done.
Did the police inspector make this assessment himself, or does he quote somebody's statement?

Footnote 193.
When did they, the policemen, reach that conclusion, in which year? 2002 or 2001?
And I took the boat in the summere of 1997.
Who recorded the state of the boat, at the time I towed it away from Šibenik?
Where is the log book for works on the boat?
Why am I not in a double prison, in The Hague and Šibenik? Why wasn't I convicted?
I have nothing more to say to any remaining points stated by the Registrar. I was giving accurate information and I was speaking the truth.
I don't agree either with the logic or with the conclusion of the Registrar.

3. Bank accounts
200.

d) Dresdner Bank
There is nothing more to say here, so I repeat my response of 6 September 2010:

Den Haag, 6 September 2010
Dear Mr. Registrar
The Court in The Hague
Mr. John Hocking

The money which existed on the account of Dresdner Bank in Frankfurt am Main on my name, was not my money.
I was not even aware of the existence of this money.
After the war in Croatia and BiH, for reasons which I already explained, I would have spent that money ten times over.
I was never in Frankfurt am Main.
Almost one full year I and my friends searched to find out why this money was deposited on the account and who deposited it, in order to return it.
The money has been returned.
I am sending you the proof.
I am not a hypocrite concerning money, because money keeps life going, but I don't have the habit of taking other people's money, never and under no circumstances.
Likewise, I perseveringly wish that you return to me the money which I spent on my defence before the Court took the decision that you bear the costs of the court proceedings.
I have indebted myself and I want to return my debts.
I answered all your inquiries and investigations.
I am expecting your decision.

Sincerely yours
Slobodan Praljak

4. Income

207.

a) The Registrar didn't determine the exact amount of my pension.
The amount is smaller and depends on the pension tax. If the pension is above a certain amount.
b) With regard to the fact that the Registrar presented the amount of my and my wife's pensions as income, in the table of incomes, in the overall amount it seems as if I have no outlays.
Am I and my wife living on thin air?!

B. Outlays

213 – 218.

I have no illusion that I can prove to the Registrar, in the way in which he prescribes, my expenditures in the preparation of defence and during the defence.
I have no illusion that I will ever get the money spent on my defence in front of the Court.
Still, for the sake of information, I submit to the Registrar the table of outlays and the amount of debt which I still haven't covered.
To all of this one should add all the money spent on getting witnesses' statements, especially the expense which was created when the Registry gave up on verifying the authenticity of the witnesses and the testimonies given – I already wrote about that.
I also wrote about the expenses of translating 10,000 pages of testimonies into English language.
There were many other costs which I never wrote about.
Yes, Mr. Registrar, it was all paid in cash, without receipts, with the money from the sale of the apartment in Ilica, by credit taken from "Dock and warehouses", money which I earned doing the preparatory works for building in Radnička for "Oktavijan", for the owners – investors.
I wish to note that I spent a greater amount of the earned money before the filing of the indictment.
As to when and how I spent the money, before the filing of the indictment, I will answer to the honourable judges if they ask me.

2B. Encumbrance on property

a) Property in Čapljina and property in Pisak

219 – 235.

a) Although I already answered all the questions related to these two properties, I will repeat:

1. The properties are my ownership.
2. There exists an estimate of their value.
3. The current market price is at least 30% lower than the estimated price.
4. I borrowed money from "Dock and warehouses" – Sisak.
5. The money was borrowed in accordance with Croatian laws and regulations.
6. If the Registrar and his informer from Croatia (former agent of the communist civil police) think otherwise, they must sue the director of "Dock and warehouses".
7. Being unable to return the money I signed a document whereby I give the right to the director of "Dock and warehouses to claim encumbrance against the property in Pisak and Čapljina as security for repayment of the loan.
8. When the director will register this in the mortgage register is exclusively his decision.
9. Is Slobodan Praljak allowed to sell these properties? Yes, he is, but he must mention to the buyer the amount of debt with which these properties are encumbered. It would be a serious violation of the law – fraud, to deny this fact to a buyer.
10. I spent the money which I borrowed from "Dock and warehouses" on defence in front of the Court in The Hague.
11. On all other guesswork in which the Registrar engages, I wrote enough.

C. Conclusion about disposable means

1. Maybe the value of the main family home (property on Kraljevec) is 682,659.00 Euro.
   a) But this (Kraljevec 35a / 37) was never my property, neither it is now.
   b) Kraljevec 35 (only a part) was my property until 1994.
   After that it is not my property.
   You have all the necessary proofs.
2. I donated the apartment in Ilica 109 to my wife Kaćuša Praljak on 27 February 2002 as a return for the apartment which she sold and gave me the money.
   The apartment which Mrs. Praljak sold is her acquisition from the first marriage – and so is the apartment in Ilica 109 her acquisition from the first marriage.
   You have all the necessary proofs.
3. The value of the property in Čapljina 23,907.00 Euro
4. The value of the property in Pisak 32,644.00 Euro
   a) these properties are under a mortgage – irrespective of whether it is registered or not.
   b) today the market value of both propereties is at least 30% less from the estimated value.
   c) how about the minimum of space which cannot be taken away from me and my wife.
   You have all the necessary proofs.
5. The value of "Oktavijan" (including properties in Radnička and loans) 5,507,647.00 Euro.
   a) While I was the owner of "Oktavijan" this company didn't have property.
   The basic capital was the legal minimum – irrelevant.
   b) Since 2001 I am not the owner of "Oktavijan", either of its basic or non-basic capital, nor of the credits or property built by these credits – nothing.
   I prepared the conditions for building, paying dozens upon dozens of bills which accompany such preparation, with the money placed at my disposal for this purpose.
   And all is settled in the end – "Oktavijan" doesn't owe me a thing, because I never lent anything which belongs to me to "Oktavijan".
   You have all the necessary proofs.

6. The value of the yacht 39,935.00 Euro
   a) It is not a yacht, but a sailboat.
   b) For my investment I got approx.. 30,000.00 Kuna (ca 4,000 Euro) and I spent that money on defence.
   You have all the necessary proofs.
7. The value of income (pensions only) of the defendant and his wife 6,624.00 Euro
   a) In the Registrar's opinion, Kaćuša Praljak and Slobodan Praljak live on thin air.
8. The value of money on the accounts of the Dresdner Bank 69,404.00 Euro.
   a) I was never in Frankfurt am Main.
   b) I never deposited this money in the bank.
   c) This is not my money.
   d) After one year of search, I returned the money to the owner.
   You have all the necessary proofs.

Slobodan Praljak, Master in EE,
graduated theatre and film director

E

THE ROLE OF HELPERS FROM CROATIA IN THE GATHERING OF INFORMATION ABOUT SLOBODAN PRALJAK'S PROPERTY AND OTHER LIES AND DEFAMATIONS

DOCUMENTS E-D1 TO E-D9

LIES IN "NACIONAL"

THE TEXT PUBLISHED IN THE WEEKLY "NACIONAL" ON 31 OCTOBER 2000 IN WHICH THE JOURNALIST JASNA BABIĆ PUBLISHES FABRICATIONS ABOUT MY ROLE IN "CHROMOS", THE MEANS OF PURCHASE OF LAND IN RADNIČKA AND SOME OTHER MATTERS.

THE SAME ACCUSATIONS – LIES ARE REPEATED TO THIS VERY DAY IN THE TEXT COMING FROM THE COURT REGISTRY.

NAMELY, BOTH JASNA BABIĆ AND THE REGISTRY'S INFORMER BELONG TO THE SAME COMMUNIST ASSEMBLAGE.

IF THE REGISTRAR SO DESIRES, I CAN HELP HIM WITH PROOFS THAT THAT IS SO.

AS HEAD OF THE SUPERVISORY BOARD OF "CHROMOS" SLOBODAN PRALJAK CLAIMED THAT HE WAS GOING TO PURGE THE COMPANY OF THIEVES: IN THE END IT WAS HE WHO ACQUIRED "CHROMOS'" PROPERTY

By the end of last year general Slobodan Praljak became the owner of land and property on Radnička cesta 43 which until then belonged to the company 'Chromos – dyes and lacquers': old Chromos' buildings are already being demolished and a new commercial centre is rising

Text: **Jasna Babić**
Photos: **Nacional's documentation**

By the end of last year Slobodan Praljak became the owner of land and property on Radnička cesta 43 which until that moment belonged to the company "Chromos-dyes and lacquers". As witnessed by the sales contract of 12 October 1999 which Nacional has in its possession, Praljak and a certain Jure Zlatko Pušić bought four cadastral plots or 30,000 square metres of factory yard with appertaining buildings. Two weeks later, on 28 October 1999, the retired general and his business partner suspended the co-ownership relations and divided the newly acquired property between themselves. After that, with an appropriate annex to the contract of 27 January 2000 Jure Zlatko Pušić ceded a part of his land to Slobodan Praljak. In such a way the retired HV /Croatian Army/ general captured the only value which remained from the devastated and grossly indebted company which was breathing its last: the terrain on the crossing of Radnička and Vukovarska streets where already now the old, ruined Chromos' facilities are being demolished and new office blocks are being erected.

According to some sources, it was Praljak himself who began with a lightning transformation of the old "socialist" factory into a modern commercial complex of huge earning potential. According to other sources, immediately after the January elections Praljak resold the former Chromos' land to a Slovenian buyer who began to build a huge commercial centre, and the construction works are not any more related to the retired HV general. Allegedly, buying these 30,000 square meters for 3.5 million Deutsche Marks Praljak and Pušić profited many times over in its resale. Nacional cannot prove the accuracy of one or the other information, because the copy of the sales contract that we possess does not contain the price.

Still, this document finally uncovered the real goal of Praljak's mission in the company "Chromos – dyes and lacquers" lasting several years. To remind the readers, by the end of 1995 the former commander of the HVO /Croatian Defence Council/ Main Staff and a retired HV general entered "Chromos" in the capacity of member of the Supervisory Board and advisor to the president of the Board Frane Ljubas. According to his explanations from that time, he took upon himself this responsibility only to wage war against the former

"communist" directors – looters and thieves, as he loved to put it, who were clearing out the money and property of the company in plain sight. On his call the financial police arrived, criminal charges were filed, fictitious business contracts were identified, and Praljak in a pose of Herzegovinian Robin Hood roared in front of journalists: "Someone will perish here, they or I."

And really, with the help of his political connections in the right-wing fraction of HDZ /Croatian Democratic Union/ and to an extent with the help of court cases with "Chromos'" creditors, but mainly thanks to the credits of Kaptol Bank, Slobodan Praljak seems to have fulfilled his mission. While six former working units of the SOUR /Self-managing organization of allied labour/ "Chromos" went into bankruptcy, the company "Chromos – dyes and lacquers" tenaciously survived even with inherited debts, very expensive raw stuff suppliers from abroad and a miserable market. Ruling the company with a typical general's dictate – more inherited than acquired in his short-lived military career – Praljak managed to preserve the majority of jobs, prevent the sale of property, ensure almost regular salaries, reduce the expenses and dissolve unprofitable business arrangements.

Unbroken tie

Although on the Zagreb circuit there were rumours about a new, non-aggressive tactics for a silent and roundabout tycoon acquisition of "Chromos" today it is completely clear that Praljak, a practical math man, was not in the least interested in Chromos' shares. What would he do with the entire company which staggers with inherited debts, unsold stocks and workers' salaries when the land and property are its only real value? On the other hand, if such a company went into bankruptcy, this only value would go into the insolvent estate to compensate the creditors and not Slobodan Praljak.

In brief, with the decision of the Croatian Privatization Fund, 40 percent of completely worthless shares of "Chromos" which avoided bankruptcy thanks to political manoeuvring, was left to the victims of the Homeland War and Croatian War Veterans. The same shares in 1998 were transferred into the portfolio of the Private investment fund "Dom" owned by the count Jacob Eltz, a former, allegedly independent parliamentary representative. At the same moment Praljak left the Supervisory Board and the function of advisor in the Board of Frane Ljubas. But the ties of former boss and Board advisor with the company were not severed. Following months of Praljak's lobbying in the Private investment fund "Dom", the signature on the sales contract of 12 October 1999 testifies that it was precisely Frane Ljubas who sold Chromos' land to his former advisor and supervisor. It was one of Ljubas's last moves as the head of the Board. Soon afterwards he was dismissed from the company.

According to Nacional's oral sources, the sale of Chromos' cadastral plots was done in accordance with formal legal provisions. With the consent of representatives of "Dom" who comprise the majority of the current Supervisory Board, firstly a real estate agency was engaged which announced the public tender in Chromos' name. Praljak and Pušić submitted, allegedly, the only bids. Praljak did that in person, while Pušić, introduced as a businessman from Germany, remained invisible to the Chromos people. Even when the sales contract of 12 October 1999 was signed, Pušić was represented with power of attorney by the lawyer Zdravko Baburak from Zagreb.

Working excursions

Praljak's German partner, albeit with Croatian citizenship and place of residence appeared in Zagreb seven days later in order to negotiate in person the "Agreement on dissolution of co-ownership" with the retired general. Thus, their joint property was divided into two approximately equal halves. With the annex to the same contract, 220 square metres of the former reservoir for solvents of Chromos' inks was added to Praljak's half of the land. This part is supposed, one day, according to plans, to become a road and visitor's registration desk. By ceding the reservoir Pušić was only apparently relieved of a big problem with poisonous chemical waste. According to the sales contract of 12 October 1999, this greatest expense in the privatization of the run-down factory facility was taken over by the company "Chromos" itself. It is not difficult to deduce from the above that by the sale of land not a Lipa of real profit for the business balance of the company was realized. As it transpires from the contract, by selling its 30,000 square metres the company acquired funds only for the payment of debt to the Kaptol Bank, but on the other hand it had an enormous expense in the management of toxic waste.

In Article 6 of the contract it says: "The seller is obliged, prior to the delivery of objects which are the subject matter of the contract to clean the spaces from waste, at the latest until 30 November 1999." In Article 10 of the same contract it says: "The seller guarantees to the buyers that the property which is the subject-matter of this sale is its exclusive ownership and that it is not burdened by rights and obligations toward third parties, except the encumbrance in favour of Kaptol Bank, Inc. which the seller will discharge with the payment of the agreed price."

In other words, although with this sales arrangement the former head of the Main Staff of HVO and retired HV general maybe did nothing illegal, the story about "Chromos" testifies about his personal, business, political and military morale. Namely, it can be concluded from the entire story that Praljak defended the company only to get his hands on its property. The other question is much more interesting and more complicated: from which sources did Slobodan Praljak pay for these 30,000 square metres, even if he had bought them at a very low price.

Just like the majority of HDZ politicians, Slobodan Praljak often emphasized that his extraordinary financial standing is a result, if not of family inheritance, than at least his personal cleverness, hard work and ability. Stubbornly concealing the fact that during the communist regime he enjoyed certain material privileges thanks to his father who was a high ranking agent of the Herzegovinian SDB /State Security Service/, Praljak often told the story about his working excursions in Germany. According to the same legend, he graduated on the Faculty of Electrical Engineering, School of Humanities and Social Sciences and Academy of Dramatic Arts financing himself with seasonal work in German restaurants.

Magic

Even before the breakup of Yugoslavia, he was, allegedly making so much money as part time "guest worker" that with his first savings he bought a Mercedes, one of the first on the streets of Zagreb. In the same way, without a dinar of socialist credits, as early as in the mid-1970s he built a huge house on Kraljevec.

This Praljak's house was a memorable place in the generation of the 1970s: mass parties, lasting for several days were held in it, so that a large part of the Croatian metropolis was at least once in a lifetime Praljak's guest. That's why there are numerous witnesses who remember that Praljak's building was not erected by magic, but was built little-by-little, in the usual architectural and financial pace of those times.

Magic began to happen only with the beginning of the Croatian-Muslim war. First as a rumour, and then as a generally known fact, the story reached Zagreb that Praljak captured the monopoly in the cigarette trade in Herzegovina. Praljak's factory in Čapljina which was transferred in the last several months to Ljubuški, functions for years as a local office of the Croatian tobacco industry, of course, with much lower tax burdens, much lower market prices, but also with a much greater profit for its owner and distributor. Praljak's first licence for the distribution of Croatian cigarettes was allegedly procured by the late Mate Boban, the founder of Herceg Bosna, while he was a member of the Management Board of the Zagreb Tobacco Factory. The beginning of Praljak's business with the tobacco chain in Herzegovina, and since recently in the entire BiH /Bosnia and Herzegovina/, overlaps, by all means, with the time when he left the Croatian Democratic Party and joined the HDZ. This makes it plain that Praljak's Herzegovinian wealth is a result of a mediocre making do in domestic time and space – namely, the allegiance to one political party, and not to his above-average business intelligence and acumen.

In so far it is clear from which financial sources Slobodan Praljak bought "Chromos'" property: by the sources he doesn't have to justify with tax forms because formally they are under the competence of a neighbouring country.

POSTER – RESPONSE TO LIES IN "NACIONAL"

I RESPONDED WITH A LENGTHY TEXT TO JASNA BABIĆ AND "NACIONAL" ON THEIR LIES AND SLANDERS.

THEY DIDN'T PUBLISH MY TEXT.

REFORMED COMMUNISTS, THOSE WHO CAME TO POWER IN 2000, CONTINUED THEIR PRACTICE OF ONE-SIDED TRUTHS.

DETERMINED IN MY INTENT NOT TO BE PUBLICLY DEFAMED WITHOUT PROOF, AND WITHOUT ANY POSSIBILITY TO EXPRESS MY VIEWS AND FACTS IN A PUBLIC INFORMATION MEDIUM, I PRINTED A POSTER.

I AND MY TWO NEPHEWS WERE PASTING THIS POSTER ALL OVER ZAGREB.

THIS POSTER CONTAINS FACSIMILES OF FACTS ABOUT MY ROLE IN "CHROMOS" AND THE SALE OF LAND ON RADNIČKA CESTA.

THEN – AS WELL AS TODAY – THERE IS ONLY ONE TRUTH.

PRALJAK

WHY AM I ADDRESSING THE PUBLIC IN THIS WAY?
BECAUSE JASNA BABIĆ FROM "NACIONAL" IS LYING.

BECAUSE THEY DO NOT PUBLISH MY RESPONSE, OR IT IS EXCESSIVELY CURTAILED, OR PRINTED SOMEWHERE WHERE NO ONE READS. BECAUSE I HAVE FRIENDS AND ACQUAINTANCES AND I CARE THAT THEY COME TO KNOW AT LEAST A PART OF THE TRUTH ABOUT MY WORK IN "CHROMOS DYES AND LACQUERS", INC., ZAGREB.

STATE IN WHICH THE COMPANY WAS FOUND

THE MANAGEMENT BOARD (PRALJAK, LJUBAS, LJUBIĆ) WAS NOMINATED BY THE SUPERVISORY BOARD ON 4 OCTOBER 1995. **PRODUCTION IN 1995 WAS 3,431 TONNES**, WITH A DOWNWARD TENDENCY. THE NUMBER OF EMPLOYEES IN 1995: 496. **PRODUCTION PER EMPLOYEE 7 TONNES**. COMPETITION 30-35 TONNES PER EMPLOYEE. IN THE WEST 50 TONNES PER EMPLOYEE. **LOSSES 18.2 MILLION KUNA. UNPAID SALARIES FOR 5.5 MONTHS**. IMPOSSIBILITY TO IMPORT THE RAW MATERIAL WITHOUT PAYMENT IN ADVANCE. COMPLETE MISTRUST ON THE PART OF THE BANKS AND OTHER BUSINESS PARTNERS. QUALIFIED PERSONNEL ARE LEAVING.

PROPERTY RIGHTS AND LEGAL ACTS OF THE COMPANY IN COMPLETE DISORDER.

IT CAN BE VERIFIED IN THE FINANCIAL POLICE HOW MANY MONTHS THEY INVESTIGATED THE BUSINESS OF THE COMPANY AND WHAT THEY FOUND. I AM QUOTING ONLY ONE DOCUMENT ABOUT "THE LEASE OF SEVERAL PAINTINGS WHICH AMOUNTS TO 200,000 DEUTSCHE MARKS". (see facsimile)

THE MEASURES FOR THE STABILIZATION OF THE COMPANY

IN MID-1996 THE REGULAR PAYMENT OF SALARIES WAS ESTABLISHED, ALONG WITH REGULAR PAYMENTS TO THE SUPPLIERS AND A RELATIVELY SATISFACTORY LIQUIDITY OF THE COMPANY. THE PRODUCTION WAS INCREASED FROM 3,431 TONNES IN 1995 TO **4,221 TONNES IN 1996, 5,131 TONNES IN 1997 AND 5,642 TONNES IN 1998. THE PRODUCTION PER EMPLOYEE WAS INCREASED FROM 7 TONNES IN 1995 TO 11 TONNES IN 1996, 19 TONNES IN 1997 AND 24 TONNES IN 1998**. RELATIONS WITH THE COMMERCIAL BANK ARE BACK ON TRACK. RATIONALIZATION OF BUSINESS OPERATIONS BY CLOSING UNPRODUCTIVE REPRESENTATIVE OFFICES – DUSSELDORF, MOSCOW, BRATISLAVA, SPLIT AND RIJEKA. PROPERTY RIGHTS ARE RESOLVED. THE BOARD AND PRODUCTION MOVED TO A NEW BUILDING ON ŽITNJAK. CHANGES IN THE BOARD WERE EFFECTED ON 10 JUNE 1996 – **SLOBODAN PRALJAK'S** CEASED TO BE THE MEMBER OF THE BOARD AND WAS NOMINATED INTO THE SUPERVISORY BOARD AND ON THE POSITION OF ADVISOR TO THE MANAGEMENT BOARD. LJUBAS WAS NOMINATED PRESIDENT OF THE BOARD, AND LJUBIĆ BECAME HIS DEPUTY. THE COMPANY AND PRESIDENT OF THE BOARD SLOBODAN PRALJAK AGREED THAT THE REWARD FOR SLOBODAN PRALJAK'S WORK FROM 30 NOVEMBER 1995 UNTIL 10 JUNE 1996 WHEN PRALJAK CEASED TO BE THE PRESIDENT OF THE BOARD AMOUNTS TO A KUNA EQUIVALENT OF 1000 DEUTSCHE MARK PER MONTH. S. PRALJAK RENOUNCED THE SEVERANCE PAY IN THE AMOUNT OF 324,000 KUNA WHICH HE WAS ENTITLED TO RECEIVE UNDER THE PROVISIONS OF THE CONTRACT.

THE SALE OF THE "RADNIČKA CESTA" LOCATION

IN THE FALL OF 1997 A GROUP OF CROATS FROM GERMANY OFFERED THE CROATIAN PRIVATIZATION FUND (HFP) 4,000,000 (four million) DM IN CASH FOR THE PURCHASE OF 43% OF SHARES OF "CHROMOS DYES AND LACQUERS". THE OFFER WAS TURNED DOWN – CHECK THE DOCUMENTATION IN THE HFP.

THE COMPANY BOARD, WITH THE CONSENT OF THE SUPERVISORY BOARD ON 18 JUNE 1999 ANNOUNCES A SALE. THE SUPERVISORY BOARD, OF WHICH S.PRALJAK IS A MEMBER, DIDN'T ACCEPT ANY OF THE OFFERS, INCLUDING THE MOST FAVOURABLE ONE SUBMITTED BY ZLATKO PUŠIĆ AND SLOBODAN PRALJAK. ON 6 JULY 1999 SLOBODAN PRALJAK CEASES TO BE A MEMBER OF THE SUPERVISORY BOARD AND ADVISOR OF THE BOARD OF CHROMOS, INC. A PRIVATE INVESTMENT FUND I.C.F. D.O.O. BECOMES THE MAJORITY OWNER OF CHROMOS, INC., A NEW SUPERVISORY BOARD IS NOMINATED, AND SINCE 6 JULY 1999 S. PRALJAK DOES NOT HAVE ANY RELATIONS WITH CHROMOS, INC.

ACCORDING TO THE DECISION OF THE SUPERVISORY BOARD AND THE MANAGEMENT, I.C.F. D.O.O. ANNOUNCES AGAIN THE SALE OF "RADNIČKA CESTA" ON 11 SEPTEMBER 1999 IN "JUTARNJI LIST" AND 15 SEPTEMBER 1999 IN "VEČERNJI LIST". ACCORDING TO THE REPORT TO THE MANAGEMENT AND TO THE SUPERVISORY BOARD OF I.C.F. D.O.O. OF 5 OCTOBER 1999, THE MOST FAVOURABLE OFFER WAS SUBMITTED BY THE COMPANY "OKTAVIJAN" D.O.O. (OR MR. PUŠIĆ).

THESE ARE THE **F A C T S**

PRALJAK - DOCUMENTS

WORK CONTRACT OF 30 NOVEMBER 1995

"CHROMOS – DYES AND LACQUERS", Inc., Zagreb, Radnička cesta 43, represented by the President of the Supervisory Board, Mr. Zdenko Rinčić, Master in economics (hereinafter: Company)

and

Mr. Slobodan Praljak, Prof., Master in electrical engineering, citizen of Croatia, having residence in Zagreb, Sveti Duh 137 (hereinafter: President)

concluded on 30 November 1995 in Zagreb the following

W O R K C O N T R A C T

WHEREBY

a) Mr. Slobodan Praljak, prof., Master in EE, has been proposed and nominated for the position of President of the Board of the Company pursuant to the decision of the Supervisory Board taken at the meeting of the Supervisory Board of the company, held in Zagreb on 4 October 1995 which entered into force on the same day;

b) Mr. Slobodan Praljak, prof., Master in EE, accepted the nomination and will discharge his duties in accordance with conditions and provisions of this Contract since the day of nomination.

PURSUANT TO THE ABOVE, THE FOLLOWING HAS BEEN AGREED:

1. Duration

1.1. Mr. Slobodan Praljak, prof., Master in EE, will perform the duty of the President of the Board for a period of five (5) years, starting with 4 October 1995.

1.2. The contracting parties agree by mutual consent that the President is employed in the Company for an indeterminate period.

3. Salary and material rights of the President

3.1. The President /handwritten: Slobodan Praljak/ and the Company agree that the salary of the President shall be defined retroactively, within an appropriate time frame, depending on the achieved results in stabilizing of the state of the Company, expressed in the production volume, sales, employees' wages, liquidity and particularly the Company's profits.

SLOBODAN PRALJAK'S RESIGNATION ON THE MEMBERSHIP IN THE SUPERVISORY BOARD OF CHROMOS DYES AND LACQUERS. DATE OF RESIGNATION: 6 JULY 1999

/handwritten/

Zagreb, 6 July 1999

As of today, I am not any more a member of the Supervisory Board of the company "Chromos – dyes and lacquers", Inc. ;Radnička cesta b.b. – Žitnjak.

Slobodan Praljak

To the notice of:

1. Members of the Supervisory Board
2. Small shareholders who elected me
3. Workers and employees of the Company
4. The Board

THE FIRST PUBLIC ANNOUNCEMENT ON THE SALE OF "RADNIČKA CESTA" WHEN THE SUPERVISORY BOARD, IN WHICH SLOBODAN PRALJAK WAS A MEMBER, REFUSED ALL BIDS

CHROMOS DYES AND LACQUERS, Inc.

ZAGREB – Žitnjak b.b.

announces

THE SALE OF REAL ESTATE
by means of bids in writing

1. The seller sells real estate in Zagreb, Radnička cesta 43, specifically:
   a) real estate in cadastral municipality Trnje, cadastral plot No. 69/5 – land and related buildings of an area of 13,175 m^2
   b) real estate in cadastral municipality Trnje, cadastral plot No. 69/13 – land and related buildings of an area of 13,997 m^2 with appertaining traffic areas (roads and a rail line) of an area of 5,813 m^2 – co-ownership part in ¼.
2. The bid can be submitted for both properties or only one. The bidder who offers to purchase both properties is in no advantage over the bidder who offers to purchase only one property, and vice versa. The seller is at liberty to assess the acceptability of bids for both or only one property.
   Bids may be submitted by all legal entities and physical persons who can acquire real estate on the territory of the Republic of Croatia, in accordance with Croatian law.
   The bid must contain general information about the bidder, the offered price, time frame and means of payment with attached bank guarantee for unconditional payment of the offered amount on the first call.
3. The property is sold in the condition "as is" and complaints on grounds of quality and quantity are excluded. The property sales tax and expenses of ownership transfer shall be borne by the buyer. Ownership shall not be transferred until the payment of the full price.
4. For detailed information and for the viewing of the real estate please contact Mr. Zlatko Turčin on tel. 2404-119.
5. Bids shall be received 8 days since the publication of this announcement, and they should be sent to the address: *Chromos Boje i lakovi, d.d., Zagreb, Žitnjak b.b. with a notice "Bid offer".*

The seller retains the right not to accept any of the offers and has no subsequent responsibility towards the bidders.

Večernji list, 18 June 1999

THE SALE
OF BUILDING LAND
IN ZAGREB, RADNIČKA CESTA 43

1. Building land covering an area of 13,175 m^2 (cadastral plot No. 69/5) with appertaining roads and buildings of the following gross built area:
   - office space 3,289 m^2
   - restaurant 824 m^2
   - production area 2,579 m^2
   - brick warehouse 1,920 m^2
   - warehouse – shed 1,017 m^2

2. Building land covering an area of 13,997 m^2 (cadastral plot No. 69/13) with appertaining road tracks and buildings of the following gross built area:
   - brick warehouse 4,366 m^2
   - warehouse – shed 406 m^2

- The building land is in the ownership of ***CHROMOS – DYES AND LACQUERS, Inc.***
- According to the General City Plan of the City of Zagreb this property is located in **ZONE 4** ("working zone" in which all types of buildings for commercial activity can be built), with an added option of building combined residential-commercial buildings.
- Both plots have the possibility of using a rail track.

Please send the bids within 15 days to the address:

I.C.F. d.o.o., 10000 Zagreb, Alexandera von Humboldta 4b
with a note
"BID FOR THE CHROMOS REAL ESTATE"

The bid must contain: data about the bidder, to which plot the bid relates, the offered price and means of payment. The seller is not obliged to accept any offer.

For detailed information and viewing of the property please contact us on
tel.: **01/611 89 48 or fax 01/611 93 03.**

/sketch of the property/

VEČERNJI LIST, 15 September 1999

REPEATED ANNOUNCEMENT ABOUT THE SALE WHEN SLOBODAN PRALJAK WAS NOT IN CHROMOS ANY MORE AND WHEN THE NEW SUPERVISING BOARD GIVES CONSENT FOR CHOOSING THE BEST BID

/A ART DEVJ LOGO/

PRELIMINARY PROTOCOL

FIRST SEQUENCE

The company "Chromos dyes and lacquers" and A ART DEVJ will support the development of painting which is in the function of increased production of dyes and lacquers on the market.
/handwriting underlined/

SECOND SEQUENCE

For this purpose the offices of the director general of "Chromos dyes and lacquers" must have a representative character, because they represent the reputation of the company. For this reason, the director's premises must be upgraded with artistic paintings.

THIRD SEQUENCE

The company "Chromos dyes and lacquers" wishes to establish a long-standing cooperation with A ART DEVJ which is for this purpose obliged to a permanent business cooperation, especially in designing advertising materials and providing conceptual ideas for such design, which requires an artistic level, superior to the level of ordinary factory design.

The price of these services shall be defined subsequently, in accordance with the price of artwork.

FOR A ART DEVJ
CORPORATION PRESIDENT

Josip Demirović Devj
/signature and seal/

FOR "CHROMOS DYES AND LACQUERS"
DIRECTOR GENERAL

Radivoj Bajer
/signature and seal /

/A ART DEVJ LOGO/

SECOND SEQUENCE

A ART DEVJ IS OBLIGED FOLLOWING ITS SYNTHESIS AS A SCIENTIFIC FINE ARTS LITERARY ARCHITECTURAL MUSICAL THEATRE AND FILM MEDIUM AND USING A RICH REPERTORY OF ITS CONCEPTION OF THE MOST MODERN MARKETING AND CONSULTING IN THE WORLD TO CONCEIVE IN SUCH A WAY INCLUSION IN THE MOST PURPOSEFUL MANNER CREATIVE EFFORT IN THE SERVICE OF DEVELOPMENT PROCESSES OF "CHROMOS DYES AND LACQUERS" WITH A MAXIMUM UTILIZATION OF BUSINESS POTENTIALS FOR A HIGHER QUALITY AND QUANTITY CONTENT WHICH SHALL BE BASED ON THE TECHNOLOGY OF EXISTING QUALITY OF PRODUCTION POTENTIAL AND BY DEVELOPMENTAL PATHWAYS TO PROVIDE CREATIVE-PRODUCTION APPLICATIONS ON A LONG-TERM AND UPGRADED BASIS TO CREATE NEW PRODUCTS AND A STABLE NEW MARKET

/A ART DEVJ LOGO/

THIRD SEQUENCE

"CHROMOS DYES AND LACQUERS" IS OBLIGED AS A MEMBER OF THE CORPORATION A ART DEVJ TO INCLUDE BY ITS PROTOCOL ITS PRODUCTION PROGRAMMES IN A CONSTRUCTIVE ASSIMILATION OF MODERN MARKETING WHICH LEADS FROM THE PRODUCTION PROCESS TO THE CHOICE OF MATERIALS FOR PURPOSE-BUILT PROGRAMMES WHICH FOLLOW A NATURALIZATION OF THE HUMAN BEING ONTO ITS GROUND CONFIGURATION TO THE REPERTORY OF A NECESSARY AFFIRMATION LEADING TO THE END USER AND RESULTS IN A CYCLE OF CONSTANT INCOME-GENERATING CAPACITY

AN ILLUSTRATION OF HOW THE OLD BOARD WAS RUNNING BUSINESS AND WHAT WAS THE SITUATION IN CHROMOS DYES AND LACQUERS UNTIL SLOBODAN PRALJAK ARRIVED: COPIES OF "CONTRACTS" ON THE BASIS OF WHICH CHROMOS WAS PAYING THE LEASE OF SOME PAINTINGS 200,000 DEUTSCHE MARKS PER YEAR

MS. **JASNA BABIĆ LIES** ABOUT MY WORK IN CHROMOS. SHE **LIES** ABOUT EVERYTHING ELSE, TOO: ABOUT MY FATHER, MY PARTY AND POLITICAL AFFILIATION, ON THE WAY I BUILT MY HOUSE, SHE **LIES** ABOUT THE GLAM PARTIES IN THAT HOUSE, ABOUT THE TOBACCO FACTORY IN ČAPLJINA, ABOUT MY PRIVILEGES DURING SOCIALISM. JASNA BABIĆ'S **LIES** ARE STUPID, VULGAR, WRETCHED AND MEAN; SHE **LIES** AND SPEWS IN A WAY WHICH IS DISGUSTING AND DEPLORABLE ABOUT EVERYTHING ELSE TOO: ABOUT THE WAR IN BiH / BOSNIA AND HERZEGOVINA/, ABOUT PEOPLE AND EVENTS, ABOUT THE HVO /CROATIAN DEFENCE COUNCIL/, ABOUT GENERALS AND FIGHTERS.

THIS IS THE KIND OF PERSON JASNA BABIĆ IS.

HER EMPLOYERS LIKEWISE.

SLOBODAN PRALJAK

"VEČERNJI LIST" – THERE WAS A POSTER

IN THE BEST-SELLING DAILY IN CROATIA – "VEČERNJI LIST", ON 11 NOVEMBER 2000 THE TEXT: SLOBODAN PRALJAK: "WITH POSTERS I FIGHT FOR TRUTH" WAS PUBLISHED.

NAMELY, THE REGISTRY MIGHT SUSPECT THAT I PRINTED THE POSTER RECENTLY IN ORDER TO DECEIVE THE REGISTRY.

READ, AND YOU WILL SEE THAT IT IS YOUR INFORMER WHO IS DECEIVING YOU.

"Večernji list", 11 November 2000

SLOBODAN PRALJAK: WITH POSTERS I FIGHT FOR TRUTH

FORMER MEMBER OF THE BOARD AND SUPERVISORY BOARD OF "CHROMOS" REACTS IN AN UNUSUAL WAY ON THE ARTICLES ABOUT HIS WORK

Reacting on an article about his work in "Chromos", published in "Nacional", the former member of the Board and Supervisory Board of that company, Slobodan Praljak sent to the editorial boards of daily papers the posters in which he refutes the allegations from the weekly. For the author of the article Jasna Babić he plainly says that she is lying about his work, history, political party affiliation, as well as other issues she is writing about. In a telephone conversation with "Večernji list" he confirmed that he was the author of the posters in which, on a large format, he denies the claims from the weekly and describes his work in "Chromos".

- Yes, the posters are mine! I am writing them because I have no other way to tell the truth. Denials in the press are being curtailed or published on unusual places. I will not let anyone spit on my work, and I worked like crazy three and a half years for practically no money – explains Praljak.

- He came into the company, he says, at the moment when it had accumulated losses equalling 18.2 million Kuna, and 500 workers didn't receive a salary for five months. He claims that for many months he was receiving 1000 Deutsche Marks per month and he renounced the possibility of receiving severance pay equal to 30 salaries.

- I found Croats from Germany who were offering 40 million Marks for 43% of "Chromos'" shares, and now I am being spit upon only because in my statements I stepped on somebody's toes – he said and announced he would continue to fight for truth with posters.

A SIMILAR CAMPAIGN BY THE SAME JOURNALISTIC FIGURES AGAINST ME CONTINUED.

WHEN I SUED THE JOURNALIST JASNA BABIĆ, SHE SIMPLY DID NOT APPEAR IN COURT. NOT ONCE.

ALTHOUGH THE POLICE "LOOKED FOR" JASNA BABIĆ, ALTHOUGH THE COURT SCHEDULED 7 (SEVEN) HEARINGS, SHE DID NOT COME ONCE, ALTHOUGH IN THE MEANTIME SHE PUBLISHED CONTINUOUSLY.

THE STATUTE OF LIMITATIONS HAS EXPIRED.

I ENCLOSE THE PROOF, SO YOU CAN UNDERSTAND HOW ONE CAN MANIPULATE A COURT IN CROATIA.

AND JASNA BABIĆ AND HER LIES SERVED TO THE INVESTIGATOR JOVANOVIĆ OF THE REGISTRY IN THE HAGUE TO "DETERMINE" THE TRUTH ABOUT MY FINANCIAL STANDING.

DANAJA DEBICKI

Attorney at law
10 000 Zagreb, Babonićeva 84
Tel. 4833-830, Fax. 4633-832

K-164/2002

In Zagreb, 3 June 2002

TO THE MUNICIPAL COURT IN ZAGREB

The private plaintiff **SLOBODAN PRALJAK** from Zagreb, Kraljevec 37, represented by attorney at law Danaja Debicki /signature – illegible/

pursuant to Article 199, paragraph 2 and Article 200, paragraph 2 of the Penal Code of the Republic of Croatia and Article 14 of the Public Information Act submits to the court

A PRIVATE CHARGE

Power of attorney
Enclosure

/stamp: MUNICIPAL COURT IN ZAGREB
RECEIVED
5 June 2002
in 3 copies
Fee_____Kuna/

Against: **I** Editor-in-chief of "Nacional" **SINA KARLI** – Nacional, Zagreb, Vlaška 40, other data unknown
II Author of the text, journalist **JASNA BABIĆ**, Nacional, Zagreb, Vlaška 40, other data unknown

due to perpetration of criminal acts from Article 199, paragraph 2 and Article 200, paragraph 2 of the Penal Code of the Republic of Croatia

whereas:

- with the intent of insulting and slandering of the private plaintiff Slobodan Praljak, in the weekly magazine "Nacional" No. 334 of 9 April 2002, on pp. 10 and 11, the weekly being printed in Zagreb, the **first defendant** SINA KARLI as Editor-in-Chief of the magazine "Nacional" allowed the publication of the text and **second defendant** JASNA BABIĆ as journalist of the magazine "Nacional" wrote the text under the title "DUE TO LIES

IN THE HAGUE, PRALJAK POTENTIAL DEFENDANT" and subtitle: "For more than a year The Hague has been conducting investigation against Praljak due to massacre in Stupni Do" and subtitle "Document about the Stupni Do massacre" in which in an insulting and untrue manner it is claimed against the plaintiff as follows:
"….it is plainly clear to the Hague Prosecution that, defending the accused Mladen Naletilić called Tuta, the witness produced a heap of easily provable lies."
"…As it says in one of HIS /Croatian Intelligence Service/ reports from 1993 – today allegedly in the possession of the Hague Prosecution – Praljak was factually banished from the HVO /Croatian Defence Council/. After an action in which a large number of members of the Kažnjenička battalion were killed, Naletilić pronounced him as the main culprit for the death of his soldiers, because they got from Praljak's scouts and intelligence men wrong data about Muslim positions. Escorted by selected followers, in a convoy of three Jeeps, Naletilić rushed to Posušje, broke into Praljak's office, took out a gun and, in front of terrified witnesses ordered the Head of the HVO Main Staff to leave Herzegovina immediately. "If you don't disappear, I'll kill you, you Tito's cow" screamed the mad Naletilić holding the barrel of the gun on Praljak's temple. The spectacle was probably unusual as well as educational in terms of weighing out their respective political strength. Praljak, a mountain of a man, squatted down with fear in front of three times smaller Naletilić's figure.
"…Fearing new conflicts between the Kažnjenička battalion and Praljak's men in the Main Staff, Zagreb decided to nominate a new boss of the HVO. The official dismissal Praljak received on 8 November 1993."
"…The failed action was not forgiven to Praljak for years. Naletilić continued to call him "Tito's cow", describing him as a political convert and war profiteer dealing in cigarettes. He threatened to liquidate him whenever they met."
"…while against Praljak for more than a year the investigation for the Stupni Do massacre has been going on."
"…According to this, Praljak's lies in the Hague courtroom were not only in vain, but maybe lethal. Although Praljak's Hague show, as an example of heroic duel with The Hague Prosecution undoubtedly impressed HDZ's right-wingers in Herzegovina, for the witness himself such a stand might come out as doubly troublesome: we are not speaking only of perjury but aggravating circumstances in the potential criminal charges for Stupni Do. After giving his testimony in the "Naletilić case" Praljak will be in pains to deny responsibility for liquidation of an entire Muslim village, because every attempt at defence will sound as the falsehood of a declared liar."
"…By the end of last year the Prosecution of The Hague Tribunal came into possession of a document which proves that the Stupni Do massacre was ordered personally by Slobodan Praljak, the then Head of the HVO Main Staff."

therefore:

- by means of press they stated and transmitted falsehoods which may harm his honour and reputation, and insulted another by means of press,

whereby:

- they committed a criminal act against honour and reputation – by means of slander – described and punishable pursuant to Article 200, paragraph 2 of the Penal Code of the Republic of Croatia and the criminal act – insult – described and punishable pursuant to Article 199, paragraph 2 of the Penal Code of the Republic of Croatia.

We therefore propose:

1. that the main and public hearing be conducted in front of the Municipal Court in Zagreb as the locally competent court
2. to hear the defence of the defendants at the main hearing and to hear in capacity of witness the plaintiff Slobodan Praljak, to carry out probation by examination of the incriminated text, and other evidence which will be proposed according to need
3. to pronounce the defendants guilty and convict them according to law, and to oblige them to compensate the expenses which the private plaintiff has had in engaging the plenipotentiaries
4. to order a publication of the court decision in full, in the same way, at the expense of the defendants.

Praljak Slobodan

MUNICIPAL COURT IN ZAGREB
10002 ZAGREB – Ulica grada Vukovara 84
P.O. Box 303

No. XIX K-164/02

M I N U T E S
of 31 March 2004

from the main hearing at the Municipal Court in Zagreb

Present from the Court:

MLADEN ŽERAVICA
(President of the panel – judge)

(Member of the panel)

(Member of the panel)

JASMINKA POPOVIĆ
(Keeper of the minutes)

Criminal case:

PRIV.PLAINT. SLOBODAN PRALJAK
(Plaintiff)

SINA KARLI, JASNA BABIĆ
(Defendants)

Due to criminal act from Art. 199/2 and 200/2 of the Penal Code

President of the panel – judge, opens the hearing at 11.15 hours and declares the matter of the main hearing

1. Plaintiff: PRIVATE PLAINTIFF SLOBODAN PRALJAK IN PERSON WITH PLENIPOTENTIARY LJILJANA BILBIJA, ATTORNEY-AT-LAW IN ZAGREB, LEGAL REPRESENTATIVE DANAJA DEBICKI, ATTORNEY-AT-LAW IN ZAGREB
2. Injured party
3. Defendants: First defendant absent, Second defendant absent
4. Witnesses

It is determined that the first defendant Sina Karli, for whom the summons was signed by authorized person in Nacional did not attend, while for the second defendant Jasna Babić the summons was returned three times with a note: informed, did not collect mail.

The Court reaches the

decision

Due to failure of the first and second defendants to attend, the main hearing will not be held, and the next is scheduled for

29 April 2004 at 12.30 hours

The present private plaintiff and plenipotentiary take this upon their knowledge and will not be summoned. They are warned that the proceedings will be suspended if they fail to attend. The police shall be instructed to bring the first defendant Sina Karli, and the second defendant Jasna Babić will be summoned by mail.
Completed in 11.20 hours.

Keeper of the minutes
/Slobodan Praljak – signed/

Judge
/signature illegible/

MUNICIPAL COURT IN ZAGREB
10002 ZAGREB – Ulica grada Vukovara 84
P.O. Box 303

No. XIX K-164/02

M I N U T E S
of 29 April 2004

from the main hearing at the Municipal Court in Zagreb

Present from the Court:

MLADEN ŽERAVICA
(President of the panel – judge)

(Member of the panel)

(Member of the panel)

JASMINKA POPOVIĆ
(Keeper of the minutes)

Criminal case:

PRIV.PLAINT. SLOBODAN PRALJAK
(Plaintiff)

SINA KARLI, JASNA BABIĆ
(Defendants)

Due to criminal act from Art. 199/2 and 200/2 of the Penal Code

President of the panel – judge, opens the hearing at 12.30 hours and declares the matter of the main hearing

1. Plaintiff: PRIVATE PLAINTIFF SLOBODAN PRALJAK ABSENT, PLENIPOTENTIARY KRISTINA SAMARDŽIĆ, LEGAL REPRESENTATIVE DANAJA DEBICKI, ATTORNEY-AT-LAW IN ZAGREB
2. Injured party
3. Defendants: First defendant absent, Second defendant absent
4. Witnesses

It is determined that the plaintiff Slobodan Praljak did not attend for the reason that in the meantime he had to go to The Hague.

The first defendant Sina Karli, who excused herself by telephone to the judge due to business obligations was absent, while the mail receipt for the second defendant Jasna Babić was not returned into the case file. The legal representative submits the copy of the full article published in Nacional for the case file.

The Court reaches the

decision

Today's hearing will not be held and the next will be scheduled by mail.

Completed in 12.40

Keeper of the Minutes

Judge

MUNICIPAL COURT IN ZAGREB
10002 ZAGREB – Ulica grada Vukovara 84
P.O. Box 303

No. XXII-K-164/02

M I N U T E S
of 4 January 2006

of the main hearing held in the Municipal Court in Zagreb

Present from the Court:

SAŠA LUI
(President of the panel – judge)

(Members of the panel)

Ivana Trupčević
(Keeper of the minutes)

Criminal case:

Private plaintiff: Slobodan Praljak
Defendants: **KARLI SINA**
BABIĆ JASNA

Due to criminal act from Art. 199/2 and 200/2 of the Penal Code

The President of the panel – judge opens the hearing at **10.00** hours and declares the matter of the main hearing
It is ascertained that the hearing is attended by:

1. The plaintiff: in person, along with plenipotentiary Karmen Babić Praljak
2. Injured party:
3. Defendants: First defendant absent, defence counsel Siniša Salajster acting for attorney-at-law Čedo Prodanović, second defendant absent
4. Witnesses:
5. Expert:

It is determined that the first defendant Karli Sina did not attend today's main hearing, receipt of the summons regular. Legal representative of the defence counsel submits the certificate from "Nacional" for the case file from which it is evident that the first defendant has taken a yearly vacation leave from 2 until 8 January 2006.

Also the power of attorney for legal representation of the first defendant by the attorney-at-law Čedo Prodanović is submitted for the case file.

The second defendant Jasna Babić did not attend, summons was attempted by means of "Nacional", returned with a note that she is not employed any more in that company. Summons attempted again by court delivery on the address of residence in Zagreb, returned with a note that the recipient was not found on the address, and the summons was nailed to the apartment door.

The Court reaches a

decision

due to absence of the first and second defendants today's main hearing is adjourned and the next is scheduled for the day

2 February 2006 at 14.30 hours

what the parties present take upon their knowledge and will not be summoned, while the first defendant will be summoned on the address of "Nacional" and for the second defendant a field check will be required by means of competent police station on the address in Zagreb, D. Zbiljskog 2, and will be summoned via the company "Europa Press Holding".

Completed in 10.10 hours

Keeper of the minutes	Slobodan Praljak	Judge
/signature - illegible/	/signed/	/signature illegible/

E-D4

/coat-of-arms/
REPUBLIC OF CROATIA
MINISTRY OF THE INTERIOR
ZAGREB
ZAGREB POLICE ADMINISTRATION
IV POLICE STATION ZAGREB

/stamp:
MUNICIPAL COURT IN

RECEIVED
17 January 2006/

No. 511-19-30/8-51-69/06
Zagreb, 12 January 2006

MUNICIPAL COURT IN ZAGREB

Re: BABIĆ JASNA
field check, report

Ref. your No. XXII-K-164/02 of 4 January 2006

We hereby inform you that we acted on your orders, the number and date as above, and performed a field check for Babić Jasna, on the address in Zagreb, Davora Zbiljskog 2.

During the check the person was not found at this address. It was determined that she lives in apartment No. 9 on the fifth floor of entrance No. 1 of the residential building on the address Davora Zbiljskog 2.

Conversation was held with the tenants' representative Pletikapić Vladimir and neighbour Dropuljić Nediljko, who stated that the person lives in the described apartment on the stated address, but they see her only rarely because as a journalist she often travels on business and is frequently absent for days at a time.

It has been determined that the person is registered at the address in Zagreb, Davora Zbiljskog 2, since 25 June 1999.

Respectfully yours

H E A D

Joso Žugaj
/seal and signature – illegible/

/coat-of-arms/
REPUBLIC OF CROATIA
MUNICIPAL COURT IN SPLIT

POM-35/06

MUNICIPAL COURT IN ZAGREB
ZAGREB

/stamp:
MUNICIPAL COURT IN ZAGREB
RECEIVED
10 February 2006/

Ref: your No. XXII-K-164/02

In the enclosure of this letter we return your letter of request under the above No. received in this court on 3 February 2006 as unsatisfied, and our delivery bill signed by the court deliverer and the summons for the hearing at your court on the day 13 February 2006 for BABIĆ JASNA.

Namely, the court deliverer did not succeed to hand the summons to the defendant BABIĆ JASNA from Split, because on the delivery bill there is a note saying **"that on the stated address – Slobodna Dalmacija - newspaper, the man on the reception desk said that Babić Jasna is not on the list of employees of that company, but that she works in the correspondent bureau of that paper in Zagreb".**

In Split, 10 February 2006

Senior court advisor

Miranda Pelaić Morić
/seal and signature/

MUNICIPAL COURT IN ZAGREB
10002 ZAGREB – Ulica grada Vukovara 84
P.O. Box 303

No. XXII-K-164/02

M I N U T E S
of 2 February 2006

of the main hearing held in the Municipal Court in Zagreb

Present from the Court:
SAŠA LUI
(President of the panel – judge)

(Members of the panel)

Ivana Trupčević
(Keeper of the minutes)

Criminal case:
Plaintiff: Slobodan Praljak
Defendants: **KARLI SINA**
BABIĆ JASNA

Due to criminal act from Art. 199/2 and 200/2 of the Penal Code

The President of the panel – judge opens the hearing at **14.30** hours and declares the matter of the main hearing
It is ascertained that the following persons are in attendance:

1. Plaintiff: Slobodan Praljak, with plenipotentiary attorney-at-law Karmen Babić Praljak
2. Injured party:
3. Defendants: First defendant absent, second defendant absent
4. Witnesses:
5. Expert:

It is ascertained that before the beginning of the main hearing the private plaintiff Slobodan Praljak submitted through his plenipotentiary a document dated 30 January 2006 informing the court that he withdraws the private charge in relation to the first defendant Sina Karli.

With respect to the above the court has taken a decision to suspend the criminal proceedings in relation to the first defendant, but due to shortage of time this decision was not sent to the parties. The decision is handed to the plaintiff and his plenipotentiary, while it will be sent by regular means to the first defendant and the defence counsel of the first defendant.

It is ascertained that the second defendant Jasna Babić is absent from today's main hearing. The delivery of the summons was attempted in "Večernji list", but was returned with a note that she is not employed there. Thereupon, a field check was ordered at the address in Zagreb, D. Zbiljskog 2, and entered into the case file with a note that she lives on this address, but from conversation with the neighbours it became apparent that she is frequently absent. Delivery was repeated by means of court deliverer on the house address of the defendant. It was returned with the note: "Recipient was not found, the summons is nailed to the apartment door".

It is ascertained that the plaintiff claims that, according to his knowledge, Babić Jasna works as journalist in "Slobodna Dalmacija".

The Court reaches the

decision

due to absence of the second defendant today's main hearing is adjourned and the next is scheduled for the day

13 February 2006 at 14.30 hours

The here present plaintiff and his plenipotentiary acknowledge this information and will not be summoned, while the summons of the second defendant will be attempted at "Slobodna Dalmacija" by means of court deliverer in Split, together with the private charge, as well as on the residence address in Zagreb and in the correspondent bureau of "Slobodna Dalmacija" in Zagreb, all by means of court deliverer.

Completed in 14.40 hours

Keeper of the minutes
/signature – illegible/

Judge
/signed/

MUNICIPAL COURT IN ZAGREB
10002 ZAGREB – Ulica grada Vukovara 84
P.O. Box 303

No. XXII-K-164/02

M I N U T E S
of 13 February 2006

of the main hearing held in the Municipal Court in Zagreb

Present from the Court:
SAŠA LUI
(President of the panel – judge)

(Members of the panel)

Ivana Trupčević
(Keeper of the minutes)

Criminal case:
Plaintiff: Slobodan Praljak
Defendants: **KARLI SINA**
BABIĆ JASNA

Due to criminal act from Art. 199/2 and 200/2 of the Penal Code

The President of the panel – judge opens the hearing at **14.30** hours and declares the matter of the main hearing
It is ascertained that the following persons are in attendance:

1. Plaintiff: Slobodan Praljak, with plenipotentiary attorney-at-law Karmen Babić Praljak
2. Injured party:
3. Defendants: First defendant absent, second defendant absent
4. Witnesses:
5. Expert:

It is ascertained that the regularly summoned defendant Jasna Babić is not attending today's main hearing.

The delivery of the summons for today's main hearing, along with the private charge, were effected by the court deliverer at the residence address in Zagreb, D. Zbiljskog 2, and the address of "Slobodna Dalmacija" in Zagreb, Preradovićeva 44, both delivery bills were signed by the defendant personally.

It is ascertained that the plenipotentiary of the plaintiff submits to the case file the documentation with the following enclosures: ad 1) the request for release from the duty of private plaintiff, ad 2) indictment No. IT-04-74-PT, as well as documentation related to the attack on Stupni Do.

Until the beginning of the main hearing, the defendant did not justify her absence.

The Court reaches a

decision

due to non-attendance of the defendant today's main hearing is adjourned and the next is scheduled for the day

22 February 2006 at 8.45 hours

The parties present acknowledge this information and will not be summoned, while the defendant will be summoned under the threat of bringing by force. Summons will be delivered by means of court deliverer on the residence address in Zagreb and the address of "Slobodna Dalmacija".

Completed at 14.45 hours

Keeper of the minutes
/signature – illegible/

Slobodan Praljak
/signed/

Judge
/signed/

E-D4

MUNICIPAL COURT IN ZAGREB
10002 ZAGREB – Ulica grada Vukovara 84
P.O. Box 303

No. XXII-K-164/02

M I N U T E S
of 22 February 2006

of the main hearing held in the Municipal Court in Zagreb

Present from the Court:
SAŠA LUI
(President of the panel – judge)
(Members of the panel)

Criminal case:
Plaintiff: PRALJAK SLOBODAN
Defendant: BABIĆ JASNA

Due to criminal act from Art. 199/2 and 200/2 of the Penal Code

Ivana Trupčević
(Keeper of the minutes)

The President of the panel – judge opens the hearing at **08.45** hours and declares the matter of the main hearing

It is ascertained that the following persons are in attendance:

1. Plaintiff: Slobodan Praljak, with plenipotentiary attorney-at-law Karmen Babić Praljak
2. Injured party:
3. Defendant: absent
4. Witnesses:
5. Expert:

It is ascertained that the defendant Jasna Babić is absent from today's main hearing. The delivery of the summons under the threat of bringing by force from the residence address in Zagreb, D. Zbiljskog 2 and from the address of "Slobodna Dalmacija" was regular, signed by the defendant personally.

Until the beginning of the main hearing she didn't justify the absence.

It is ascertained that the plenipotentiary of the plaintiff submits a motion for the case file with a harmonized private charge.

The Court reaches a

decision

due to absence of the defendant today's main hearing is adjourned and the next is scheduled for the day

10 March 2006 at 08.15 hours

The parties present acknowledge this information and will not be summoned, and the police will bring by force the defendant from her residence address in Zagreb and the address of "Slobodna Dalmacija".

Completed at 08.55 hours

Keeper of the minutes

Judge
/signed/

/coat-of-arms/
REPUBLIC OF CROATIA
MUNICIPAL COURT IN ZAGREB
Ulica grada Vukovara 84

No. XXII-K-164/02

O R D E R

The Municipal Court in Zagreb, with judge of this court Saša Lui officiating in the criminal case against the defendant **Babić Jasna** due to criminal act from Article 199/2 and other of the Penal Code, following a private charge pursuant to Art. 89, paragraph 1 of the Criminal Procedure Act, on the day 22 February 2006

o r d e r e d

1. The bringing by force of the **defendant BABIĆ JASNA, daughter of Matija, born on 13 February 1957 in Zagreb, from the address in Zagreb, Davora Zbiljskog 2**

   to the main hearing scheduled on

   10 March 2006 at 08.15 hours

   Room No. **605 – VI floor**

2. The bringing by force will be executed by the IV Police Station **Maksimir – Peščenica.**

In Zagreb, 22 February 2006

President of the panel – judge

Saša Lui
/signed/

MUNICIPAL COURT IN ZAGREB
10002 ZAGREB – Ulica grada Vukovara 84
P.O. Box 303

No. XXII-K-164/02

M I N U T E S
of 10 March 2006

of the main hearing held in the Municipal Court in Zagreb

Present from the Court:
SAŠA LUI
(President of the panel – judge)

(Members of the panel)

Ivana Trupčević
(Keeper of the minutes)

Criminal case:
Plaintiff: PRALJAK SLOBODAN
Defendant: BABIĆ JASNA

Due to criminal act from Art. 199/2 and 200/2 of the Penal Code

The President of the panel – judge opens the hearing at **08.15** hours and declares the matter of the main hearing

It is ascertained that the following persons are in attendance:

1. Plaintiff: Slobodan Praljak, with plenipotentiary attorney-at-law Karmen Babić Praljak
2. Injured party:
3. Defendant: absent
4. Witnesses:
5. Expert:

It is ascertained that the defendant Babić Jasna was not brought to today's main hearing, in spite of the order for her bringing by force from the residence address in Zagreb and the address of "Slobodna Dalmacija".

Before the beginning of the main hearing the I Police Station "Centar" telephoned the Court saying that, acting upon the order for bringing the defendant by force, she was not found on the address of "Slobodna Dalmacija" and as a result of that the order could not have been realized. Written report will be sent as follow-up of the above information.

Until the beginning of the main hearing there was no information from the IV Police Station about the reasons of failure to bring by force the defendant from the residence address.

The Court reaches a

decision

due to absence of the defendant today's main hearing is adjourned and the next will be scheduled in writing after receiving and filing the reports about the reasons for failure to bring the defendant by force.

Completed at 08.25 hours

Keeper of the minutes
/signature – illegible/

Slobodan Praljak
/signed/

Judge
/signed/

/coat-of-arms/
REPUBLIC OF CROATIA
MUNICIPAL COURT IN ZAGREB
Ulica grada Vukovara 84

No. XXII-K-164/02

ZAGREB POLICE ADMINISTRATION
I POLICE STATION – CENTAR

At this court criminal proceedings are under way against the defendant Babić Jasna for the criminal act from Article 199/2 and other of the Penal Code.

On 22 February 2006 we sent you an order to bring the **defendant Babić Jasna, daughter of Matija, born on 13 February 1957 in Zagreb from the address of "Slobodna Dalmacija", Zagreb, Preradovićeva 44** by force to the main hearing on **10 March 2006 at 08.15 hours.**

On 10 March 2006 you telephoned the court and said that the order could not be realized because the person was not found at this address.

As we have not received your written report please send it to us ***as soon as possible***, quoting the above case file number. You may send the report on the fax No. 6126-612.

Please inform us in case of any obstacles as to the above.

In Zagreb, 15 March 2006

President of the panel – judge
Saša Lui, signed

For the accuracy of the engrossment
Ivana Trupčević
/signature – illegible/

/seal/

E-D4

/coat-of-arms/
Republic of Croatia
MINISTRY OF THE INTERIOR
ZAGREB POLICE ADMINISTRATION
I. Police Station Zagreb
No. 511-19-27/8-4-357/06
Zagreb, 10 March 2006 DH

/stamp:
MUNICIPAL COURT IN ZAGREB
RECEIVED
15 March 2006/

MUNICIPAL COURT IN ZAGREB
Zagreb, Ulica grada Vukovara 84

Re: BABIĆ JASNA
Report on order to bring by force

Ref. Your No. XXII-164/02 of 22 February 2006

We inform you that the police officers of the I. Police Station Zagreb acted upon your order under the number and date as quoted above regarding the order to bring Babić Jasna from "Slobodna Dalmacija", Preradovićeva 44 by force.

Upon arrival in the company "Slobodna Dalmacija" Babić Jasna was not found, and according to statements by the employees, she comes to work between 8.30 and 9.00 hours.

Regarding the above circumstances we were not able to fulfil your order on bringing by force, which we already communicated to you by phone.

HEAD

Josip Pavliček, M.A.
/seal and signature – illegible/

To be deposited:
1. In the archive – here

REPUBLIC OF CROATIA
MINISTRY OF THE INTERIOR
ZAGREB POLICE ADMINISTRATION
IV. POLICE STATION ZAGREB

No. 511-19-30/8-4-706/06
Zagreb, 13 March 2006 hb

/stamp:
MUNICIPAL COURT IN ZAGREB
RECEIVED
17 March 2006/

MUNICIPAL COURT IN ZAGREB

RE: BABIĆ JASNA
Bringing by force
Report

Re: Your No. XXII-K-164/02

We inform you that we acted upon your order regarding bringing by force of BABIĆ JASNA from Zagreb, Davora Zbiljskog 2.

With a field check on the above address the above person was not found, and upon our knocking at the door no one answered nor opened the door.

By checking in the police evidence we determined that the above person has a registered residence on the above address.

Subsequently we found out, if this is a journalist, that she is employed in the Zagreb correspondent bureau of "Slobodna Dalmacija" in Zagreb, Preradovićeva 44

Respectfully yours,

HEAD
Joso Žugaj
/seal and signature – illegible/

/coat-of-arms/

Business No. XXII-K-164/02

D E C I S I O N

The Municipal Court in Zagreb, with Saša Lui as the single judge and Ivana Trupčević as keeper of the minutes, in the criminal matter against the defendant **JASNA BABIĆ** due to criminal acts from Art. 199, paragraph 2 and 200, paragraph 2 of the Penal Code, in connection with private charge of the plaintiff Slobodan Praljak from Zagreb of 3 June 2002, amended on 22 February 2006, on the day 11 April 2006

d e c i d e d

Pursuant to Art. 19, paragraph 1, line 6 of the Penal Code, in connection with Art. 20, paragraph 6 of the Penal Code, it is determined that in this process **an absolute limitation** period has expired, and in terms of provision of Art. 437, paragraph 1 of the Criminal Procedures Act, in connection with Art. 201, paragraph 1, point 3 of the Criminal Procedures Act the criminal proceedings against Babić Jasna, Zagreb, D. Zbiljskog 2 due to criminal acts from Art. 199, paragraph 2 and 200, paragraph 2 of the Penal Code, described in the private charge are **s u s p e n d e d.**

Explanation

With the private charge quoted above the private plaintiff Slobodan Praljak accused the defendant Jasna Babić for committing criminal acts of offence from Art. 199, paragraph 2 of the Penal Code and slander from Article 200, paragraph 2 of the Penal Code.

For the above criminal acts as the maximum prison sentence in the duration of six months is envisaged. The statute of limitation of criminal prosecution for these criminal acts expires with the passage of double period of time since the limitation of the undertaking of the criminal proceedings. Article 19, paragraph 1, line 6 prescribes that the criminal prosecution cannot be undertaken upon the expiry of two years since the commitment of the criminal act if for this act the maximum punishment is up to one year of imprisonment.

Article 20, paragraph 6 of the Penal Code foresees that the limitation of criminal prosecution appears in any case with the expiration of the double period which is determined for the limitation of undertaking a criminal prosecution.

As in the concrete case this is two years, the statute of limitations expires with the passage of four years since the commitment of the act.

Concrete criminal acts, in the interpretation of the private plaintiff were performed with the day of the publication of the article written by the defendant Jasna Babić in the weekly magazine “Nacional” of 9 April 2002, No. 334 on pages 10 and 11.

Due to the fact that the criminal act would have been committed with the day of publication, an absolute statute of limitations has expired on 9 April 2006, consequently to which the circumstances have appeared which completely exclude criminal prosecution in relation to the defendant, and it was necessary to decide as was formulated in the pronouncement of this decision and suspend the proceedings.

MUNICIPAL COURT IN ZAGREB
Zagreb, 11 April 2006

Keeper of the minutes	Judge
Ivana Trupčević	Saša Lui
/signature – illegible/	/signed/

INSTRUCTION ON LEGAL REMEDY:

The parties have the right to appeal this decision within 3 (three) days since the receipt of the written copy of this decision. The appeal is submitted to this court in three identical copies directly or by means of registered mail. The County Court in Zagreb, as the court of second instance decides on the appeal.

To be delivered to:
1. Defendant
2. Private plaintiff
3. Private plaintiff's plenipotentiary

Order:
1. Decision on suspension appealable
2. See register K
3. Calendar 15 days

IN OCTOBER 2011 WEEKLY "AKTUAL" PUBLISHED FALSE ACCUSATIONS AGAINST ME.

BY A COURT PROCEDURE I MADE THEM PUBLISH THE "THE APOLOGY TO SLOBODAN PRALJAK" ON 28 NOVEMBER 2012 AND AS COMPENSATION TO HELP ONE HUMANITARIAN ASSOCIATION.

I HAVE NO WISH (DUE TO LIMITED SPACE) TO STATE MANY OTHER ACCUSATIONS, LIES AND FORGERIES WHICH A GROUP OF JOURNALISTS WROTE AGAINST ME, WHILE I WAS ALREADY IN DETENTION.

Apology to Slobodan Praljak

COLUMN FROM OCTOBER 2011

Writing a column in "Aktual", No. 21 of 25 October 2011 under the title "Water over the bridge" and subtitle "Histrions in bed with culture-cide" about the performance "Croatian Antigone" by the author Miro Međimorec and director Zoran Mužić, on the eve of the opening night in the Histrions' Home on 5 November 2011 I wrote the following inaccurate statements:

"*Slobodan Praljak was one of the leaders of Tuđman's catastrophic politics of division of Bosnia with the Serbs."*

" If the participation in the division of Bosnia made him a typical alpha specimen of Tuđman's nomenclature, he became an exemplary subject appearing after the war in another great crime of the HDZ /Croatian Democratic Union/ regime, privatization."

Although I didn't have and do not have now evidence to support the claim that Slobodan Praljak was an agent of the politics of division of Bosnia with the Serbs, I nevertheless printed it in the text.

I have no proof to support and prove the written claim that Slobodan Praljak became an exemplary subject appearing after the war in another great crime of the HDZ regime, privatization.

As a sign of apology to Slobodan Praljak Aktual will assist the Association SOS Children's Village – SOS Youth Association – Lekenik, with an advertising campaign in the amount of 40 thousand Kuna.

Marko Ćustić

p. **6**

AKTUAL 28 November 2012

ON 2 OCTOBER 2012, FEARING A COURT PROCESS, "AKTUAL" PUBLISHED MY RESPONSE TO THE LIES THEY WROTE ABOUT ME, AND WHICH ARE COPIED FROM EX PARTE PART OF THE REGISTRAR'S STATEMENT.

HOW AND FROM WHOM DID THEY GET THE REGISTRAR'S TEXT?

2 October 2012

DISCLAIMER BY THE RETIRED HV /CROATIAN ARMY/ LIEUTENANT GENERAL SLOBODAN PRALJAK: 'The house in Zagreb is not mine nor has it ever been'

In the magazine AKTUAL, No 65, published on 28 August 2012 you published the text: "THE SECRET OF PRALJAK'S WEALTH".

1. You write that I am a retired major general. This is incorrect. You should have written that I am a retired lieutenant general of HV.

2. You write, more precisely you quote "that the Registry of The Hague Tribunal claims that Praljak has a house in Zagreb which exceeds his personal needs, apartment and garage in Zagreb which he doesn't use, receives a state pension, possesses bank accounts in Croatia and Germany", etc., etc. Nothing of that is true, it is all a falsehood and a lie. The house in Zagreb is not mine nor has it ever been mine. More than twenty years ago one gentleman (not me) bought the land, procured the location and building permits, paid the expenses to the City of Zagreb and other institutions and built a house in which I am temporarily staying. In one part of that house. But, I am not the owner and here the whole story ends. It is easy to check it all out in the land books and other records. The same is with "companies", "properties", "bank accounts". If that is all mine or was mine one ought to withdraw the money from the accounts, sell the property and auction the companies in order to cover the costs of the trial. It is unclear to me how anyone can take it upon himself to determine what are my personal residential needs. The apartment in Zagreb (with a garage) I donated to my wife in 2002 (the year two thousand and two) because this lady sold her own apartment at a much earlier date (on my request and with a promise that I would return it to her). At that time she was not my wife and she acquired her apartment from the division of property from her previous marriage. That apartment is sold too, my wife's apartment which is not a marital acquisition, so that I could defend myself from charges with arguments and logic. It is all easily verifiable in the existing tax, financial and land records.

3. Further on you write: "At the beginning of the 1990s Praljak was politically close to Marko Veselica and his Croatian Democratic Party. The following is true: I was politically engaged before the 1990s, I was a general secretary of HDZ /Croatian Democratic Union/ even before Dr. Marko Veselica became president. I submitted my resignation to the party in the spring of 1991.

4. I was not "strongly engaged" in the Croatian Army (I don't know what it means), but on 3 September 1991 I went to Sunja as a volunteer.

5. You write: "He (i.e. Slobodan Praljak) brought there numerous theatre people, for instance the director Miroslav Međimorac and the actor Sven Lasta." a) Miroslav is not MEĐIMORAC, but MEĐIMOREC, b) the gentlemen Međimorec and Lasta came to Sunja of their own will. These leading figures of Croatian theatre could not have been "brought" anywhere by anyone, including Slobodan Praljak. They come and leave according to their free will – with the exception of birth and death.

6. With the late defence minister of the Republic of Croatia Mr. Gojko Šušak I went to the same class for 6 (six) years in the secondary school in Široki Brijeg. Of this time, two or three years we sat in the same bench. I have no idea what it means to you to say: "Minister of defence Gojko Šušak took Praljak under his wing" – and you were

told that by some government official. I cannot remember that anyone (except my late mother) took me under his or her wing, and I cannot imagine such a thing happening. To my intimate friend, Mr. Gojko Šušak, this wasn't necessary. He was doing his job and I was doing mine.
7. You claim that some government official said that I am "the boss of bosses" in Herzegovina. What is that supposed to mean? Except respect and love for the soldiers who I commanded – nothing else. You could have asked them. That would be correct, at least.
8. "At one point Hebrang established that 70 million Deutsche Marks were sent to Herzegovina every month, and that twenty million would have been enough for the army, and a little bit for health care. You can imagine how much money was sent there and was spent while the war was going on." This is what Hebrang is asking himself, or "a former high ranking government official", or your journalist Marko Ćustić. And none of the three of you says why the money was sent if it wasn't used properly, when and in which time period things were paid, why were possible machinations not reported, why the potential embezzlers were not prosecuted, why? The intention of your "logic" is to connect me with some stories, there was something, everyone is guilty, including Praljak. It is never late, there is a law on war profiteers, go ahead, file the charges.
9. There was never "a representative of the Ministry of Defence of the Republic of Croatia in the Croatian Defence Council". Neither before May 1993, nor after May 1993.
10. I was never the head of the HVO Main Staff.
11. From 24 July 1993 until 8 November 1993 (I surrendered the office at 7.30 a.m.) I was Commander of the HVO Main Staff. During the offensive of A BiH /Army of Bosnia and Herzegovina/ on HVO (Operation "Neretva 93" – aims "penetration towards Neum, western borders of BiH and into Ploče" – I quote Sefer Halilović).
12. I was relieved from duty at my own request, I was not "fired". How can you "fire" someone who is the "boss of bosses", as you claim.
13. Slobodan Praljak did not "claim in his defence that the bridge was destroyed by Bosniak fighters by mining…" Slobodan Praljak was proving how the Old Bridge in Mostar was destroyed, proved that he didn't do it, nor could the HVO have done it in such a way. Who destroyed it, I don't know. I know who didn't. Disprove the expert opinions, make new ones, better, more expert.
14-18. I was never the owner of "Chromos dyes and lacquers", Inc. Not a single share was ever in my possession. "Chromos dyes and lacquers", Inc. was not sold to "Oktavijan"; the truth is that in the coupon privatization it was handed over to one of the Private Investment Funds. Which one, search it out yourself. As far as I know, Chromos was sold to the Slovenians. Months later, after my departure from the duty of president of the Supervising Board of "Chromos dyes and lacquers", Inc. this Private Investment Fund, the owner of Chromos' shares – i.e. the owner of Chromos, sold the land in Radnička to private persons following a public tender. If the land of Chromos was sold at a lower price than the market, as you claim that the State Prosecution is claiming, why didn't they launch an investigation, why didn't they initiate proceedings, why didn't they seize the property acquired in such a way? Why don't you initiate these proceedings today? As far as I know, and I do know, VMD-promet was built on land which was never in the ownership of "Chromos dyes and lacquers", Inc.
19. While I had the right to walk the streets of Zagreb, I used to go sometimes to Radnička, to my daughter-in-law, the attorney, to Nikola, to some acquaintances and friends and have a cup of coffee. But I didn't see any APARTHOTEL there. When a journalist can write that there is a hotel which does not exist, there is no journalism.
20. "Oktavijan" is not under my control, nor is it mine. The same it true of "Dock and warehouses" in Sisak.
21. I would be sincerely happy if the journalist Ćustić would explain to me what is that "luxurious life-style" which I afforded to myself. Gentlemen and ladies from Aktual, Mr. Ćustić, I am probably hoping in vain that such journalism will one day be sanctioned by law and that I won't have to prove before the Court what kind of intentions someone had writing such falsehoods, insinuations and lies, but that the very facts of such writing will be punishable.

Lieutenant general of HV in retirement
prof. Slobodan Praljak, Master in EE

"JUTARNJI LIST", JUST LIKE "AKTUAL", ON 31 AUGUST 2012 WRITES ALL THE THINGS WHICH THE REGISTRAR STATES IN THE EX PARTE PART OF HIS TEXT.

YOU HAVE THE PROOF!

"Jutarnji list", Friday 31 August 2012

Praljak v. The Hague: Transferred all property to his son and claims that he possesses absolutely nothing!

After seven years of investigation The Hague compiled a list of his property on 60 pages and claims that he is worth 6.5 million Euro!

Text by **VANJA NEZIROVIĆ**

The business empire of the family of Slobodan Praljak whom the Hague Tribunal asks to cover the defence expenses in the amount of 3.3 million Euro, because they assessed his worth in excess of 6.5 million Euro, spreads across 13 thousand square metres!

On Radnička cesta in Zagreb Praljak's family possesses two office buildings, a hotel, public garage, underground garage, a restaurant. This business complex is called Centar 2000.

The empire was built by Praljak's company Oktavijan, Ltd., which only in the past year had an income of 2.9 million Euro. However, this is not the only company in their ownership, they have several more. Likewise, the family house on Kraljevec spreads over several hundred square metres, and the house next door was once in their ownership too. Praljak, as we found out, also had an apartment in Ilica 109 which was given to him by the Ministry of Defence, but, as one of his friends say, he sold it immediately prior to the trial. He also possesses a boat, but his friend, who preferred to remain anonymous, says that he doesn't know the make nor the model, but he knows that this is an old boat which Praljak renovated by himself. Praljak and his wife receive retirement pensions in Croatia, while the retired general also possesses bank accounts in Croatia and Germany, as well as companies and property in Croatia and Bosnia and Herzegovina.

We investigated Praljak's empire in Croatia and discovered that he transferred the business including properties to his son Nikola Babić-Praljak, who is today the formal owner of most of them, and this year he transferred to him also the last company in which he was registered as director.

Right to appeal

Did he do it precisely to avoid such a situation? His attorney Nika Pinter says he didn't.

- In 2004 when the trial started, Praljak had the same financial standing. Today also, he has nothing – says attorney Pinter. She adds that the decision of the Tribunal, by itself is not a final judgement, but an administrative decision of the Tribunal's Registry. Praljak, she adds, has the right to appeal this decision before the Trial Chamber.

- We didn't file an appeal yet because Praljak is waiting for a translation of the decision, and as this is a 60-page document, it will take time. The deadline for appeal is counted from that day – explains the attorney. In this 60-page document is listed everything the Registry determined that Praljak possesses. They gathered the documentation in cooperation with our state institutions, so that inside there are excerpts from the

Commercial Court, Land Registry, bank accounts… The attorney Pinter is convinced that the decision will not be accepted, but in case of the contrary, it is the responsibility of Croatia.

Čermak's case

- I would like to see the execution of this seizure – adds the attorney. She also says that the decision cannot be applied to members of Praljak's family, in this case, to the son. - In the concrete case this cannot be applied to the family – she said and asked: "What if Praljak will be acquitted? Would the Tribunal return these funds to him?" - Čermak spent his own money on the defence, so nothing was returned to him – she adds. We contacted yesterday Praljak's son to determine what is his possession and what is his father's, but he refused the conversation. - I don't give statements to the media – said Nikola Babić-Praljak, who is registered as director in the company Oktavijan, Ltd.

Oktavijan's main business is realized on properties on attractive location at the crossing of Radnička and Vukovarska streets, where the family erected a business empire. In mid-1990s Praljak ventured into entrepreneurial waters by becoming a co-owner of the chemical company Chromos dyes and lacquers in Zagreb in which, from 1995 until 1996 he was president of the Board, and later, all the way to 1999 a member of the Supervisory Board. In September of 1999 Oktavijan Ltd. bought Chromos dyes and lacquers for 4.4 million Deutsche Marks.

The greatest value of the company was land covering 27,000 square metres in Radnička Street. Later on, the State Audit determined that the land was sold below its market value, i.e. that Chromos was harmed in that transaction for a bit more than two million Deutsche Marks. A part of the land was later sold to the company VMD-promet, which built its own commercial centre there.

Praljak's company Oktavijan Ltd., which he founded in 1995, was initially engaged in the production of films, videos and TV-programmes, and then switched over to construction and renting office space. Since 2001 the basic capital is 38.1 million Kuna. Today, on that land exists, as it is advertised on the internet, a modern commercial complex in which absolutely everything you need is within arm's reach.

Property worth millions

The company Oktavijan, i.e. the land, is encumbered with a credit of approximately ten million Euro, while the income of the company has been on the increase in the last several years.

So, in 2005, the company reported total income of 700,000 Euro, which jumped to 3.8 million Euro in 2009, in order to fall last year to 2.9 million Euro. The company balance contains long-term assets worth around 23 million Euro and around 19 million Euro in short and long-term liabilities.

He handed over to his son Nikola also the seat of director in Sisak

The company Oktavijan is not the only company connected with Slobodan Praljak's family. This year Praljak withdrew from his function in the company Dock and warehouses Sisak, and Nikola Babić-Praljak was nominated to the position of director.

The company is engaged in reloading cargo in river ports, storage, transport. Business has been on the wane in the last several years and in 2011 it reported total income of 325 thousand Euro, while back in 2008 it was 800 thousand Euro. Three more companies are registered in the name of Praljak Junior, but they are not significant sources of income.

- I don't see where's the problem. The Registry of the Hague Tribunal has been conducting the process of determining Praljak's financial standing and in this process general Praljak several times presented all the proofs and answered all of their questions. He never concealed nor obscured information about his property – suggests the general's attorney.

ON 2 SEPTEMBER 2012 I SENT MY RESPONSE TO "JUTARNJI LIST".

THEY DIDN'T PUBLISH MY RESPONSE TO THEIR INSINUATIONS.

WE WILL SETTLE THIS, AS WELL AS EARLIER LIES, IN COURT, AND I AM SENDING MY RESPONSE TO YOU.

AND I ASK:
WHO CONTROLS THE CONTROLLERS?

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JUTARNJI LIST d.d.
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Dear Sir and Madam,

As Mr. Slobodan Praljak's plenipotentiary, pursuant to Art. 56 and 57 of the Media Act (Official Gazette No. 59/04, 84/11) I ask you to publish, within the legally binding deadline and in a legally prescribed way, due to a full, complete and accurate informing, Mr. Slobodan Praljak's response delivered to Jutarnji list by mail on 2 September 2012.

The response relates to the article of the journalist Vanja Nezirović published in Jutarnji list on 31 August 2012 under the title "THE GENERAL'S LUXURIOUS EMPIRE - Praljak transferred all his property to the son and claims he has absolutely nothing!" The article with the same content was published in the web edition of Jutarnji list.

Hereafter is Mr. Slobodan Praljak's response:

"In your paper (Jutarnji list, 31 August 2012) you published a text on the financial standing of general Praljak. In the text signed by the journalist Vanja Nezirović there are a lot of falsehoods, semi-truths and lies and I am asking you to publish my response.

1. My defence counsel and I have been submitting the data about my financial standing to the Registry of the Hague Tribunal since 2004, when they demanded it.
   The principle of this investigation is contrary to the legal practice and logic, both in Croatia and in the decent parts of the world and it looks like this:
   The Registry of the Hague Tribunal determines by its own will and logic that some property or something else is mine, and then I must prove that it is not mine by determining whose ownership it is.
   The investigation is conducted by certain Mr. Jovanović and many others, including your paper according to your will and right given to you by the Croatian authorities. The competent Croatian authorities are not involved in this investigation.

Everything, I repeat everything they had asked for until now was explained and supported by documentation.
This is how it will be in the future too.
I wrote to the Registry that I take full material, moral and criminal responsibility for the truth of every explanation and document.
This is how it is.

I. You write that the Hague Tribunal asked of me to cover the expenses of my defence. This is not true. The Registry is not the Hague Tribunal, and it would be nice and fair if you began differentiating the TRIBUNAL from the PROSECUTION, the REGISTRY from the TRIBUNAL; DEFENCE from the PROSECUTION, if you are interested in it at all.

2. You write: "On Radnička cesta in Zagreb Praljak's family possesses two office buildings, a hotel, garage, underground garage and a restaurant."
As we have dispensed with the collective consciousness (avant-garde of the working class, the kulaks, crooked intelligentsia) and thereby with collective guilt which proceeded from such a social system, I am not going to deal with explaining what the Praljak family has and who are the Praljak family.
For this story it is relevant that I am not in this property group, namely I, Slobodan Praljak, have not had property, nor property shares on Radnička cesta, for years before the trial, and what I had was insignificant and was spent long before the trial started.
These data were presented to the Registry of the Tribunal, although I protested against being questioned about my property before any indictment has been filed, with the question: "Since when am I guilty?"
But how, for heaven's sake, can you (repeatedly) claim that in the "Radnička street in Zagreb" there is a hotel, when everyone can assure himself by plain sight that there is no HOTEL on that location.
To invent the existence of a hotel is a bit too much even for the current level of journalism in your paper.
I presume you are copying from the weekly AKTUAL.

3. You photographed the house on Kraljevec in which I reside and on which the Croatian flag hangs, but the house which you photographed is not mine and never was.
More than twenty years ago a certain gentleman (not me), bought the land, procured the location and building permits, paid the expenses to the city of Zagreb and other institutions, as prescribed by law and built the house in which I temporarily reside.
In one part of that house.
But I am not the owner of that house and here the whole story ends.
If you were really searching for truth you could easily have checked it out in the land registry and other government books.

4. The same goes for "companies", "real estate", "bank accounts", in Croatia and abroad.
If this is mine, or if I contrived to transfer it to someone else in some shady deal, one ought to:
- Take the money from the accounts
- Sell the property
- Put the companies on auction
and cover the expenses of the trial in The Hague.
Where is the problem?

5. The apartment in Zagreb (with the garage) I donated to my wife in 2002, because much earlier she sold her flat (on my request and under the promise that I would return this value to her), and at that time she was not my wife and she acquired that apartment from the division of property following her earlier marriage.
That apartment has been sold too, my wife's apartment, which is not a marital acquisition, in order for me to be able to defend myself from charges with arguments and in a sensible way: it is all easily verifiable in the existing tax, financial and land registry books.

6. What kind of boat it is that was bought and when it was bought by Slobodan Praljak, "the war profiteer" (as you suggest with your writing)? I am sending you all the answers enclosed with this text hoping that you will publish it.
   Ask someone who knows how much toil and suffering and years are necessary for make that thing on the photographs to actually sail (enclosure).
   Don't you think it might be easier to pick some speedboat at a nautical fair and unload the money? To a "war profiteer"?!

7. I was never the owner of "Chromos dyes and lacquers" d.d., not of a single share.

8. "Chromos dyes and lacquers" d.d. was not sold to "Oktavijan", but it went to one of the Private investment funds in the process of coupon privatization. Which one? Check it out.
   As far as I know Chromos was sold to the Slovenians.

9. Months later, after my demise from the position of president of the Supervisory Board of "Chromos dyes and lacquers" d.d., this private fund, the owner of Chromos' shares - i.e. the owner of Chromos, sold the land in Radnička street to physical persons after a public tender procedure.

10. If the land of Chromos was sold at less than the market value, as you claim that the State Prosecution claims, why didn't they launch an inquiry, why didn't they initiate the proceedings, why didn't they confiscate the property acquired in such manner?
    Why don't you initiate any of the above today?

11. As far as I know, VMD-promet is built on land that was never the property of "Chromos dyes and lacquers" d.d.

There is something at the end of your text which I cannot grasp.

You write: "In the balance sheet of the company ("Oktavijan") there are long-term assets worth around 23 million Euro, and long-term and short-term liabilities amounting to 19 million Euro."

You have economic analysts among your staff (you can also consult them outside), but it seems to me that this "Oktavijan" with such an estimated value (and the market value is probably lesser), with such long-term and short-term liabilities is not much of a property.

Especially in a flowering economy such as ours.
Am I right?

With kind regards and hope that you will publish my text, one childish question: "Why do you write the way you write?"

Retired lieutenant-general of the Croatian Army
prof. Slobodan Praljak,
Master of electrical engineering,Theatre and film director

In Zagreb, 12 September 2012

ENCLOSURE:
Power of attorney

ON 22 AUGUST 2012 THE REGISTRAR WRITES ABOUT MY FINANCIAL STANDING AND ASKS ME TO PAY CA. 3,000,000.00 EURO FOR THE DEFENCE EXPENSES.

IN THE EX PARTE PART OF THE TEXT THE REGISTRAR SUBMITS HIS EVIDENCE.

ON 28 AUGUST 2012 "AKTUAL" PUBLISHES INFORMATION WHICH THE REGISTRAR CONTAINED IN HIS EX PARTE PART.

I AM SENDING YOU THE PROOF.
CHECK IT OUT!
HOW IS THAT POSSIBLE?

THIS IS PRECISELY WHAT I AM TRYING TO TELL YOU: A SPY AND COMMUNIST GAME.

YOUR INFORMER IS A BASTARD AND A LIAR, AND YOU, MR. REGISTRAR, FAIL TO CHECK THIS OUT.

Magazine AKTUAL

28 August 2012

/cover page / **THE SECRET OF PRALJAK'S WEALTH**

Aktual discovers: why the Hague Tribunal concluded that Slobodan Praljak has a surplus of 6.5 million Euro with which he could pay for his defence

The Secret of Praljak's Wealth

Aktual investigated how the Hague Tribunal came to the conclusion according to which Slobodan Praljak can pay by himself 3.3 million Euro of expenses for his defence on a trial for war crimes and crimes against humanity

Written by **MARKO ĆUSTIĆ**
Photos: **SAŠA ZINAJA**

After the publication of last week's news according to which The Hague Tribunal demands from Slobodan Praljak 3.3 million Euro for the expenses of his defence, Aktual investigated how the Tribunal concluded that the retired major general accused for war crimes has that kind of money.

The Registry of the International Criminal Tribunal for the former Yugoslavia published on 22 August the decision whereby Slobodan Praljak is asked to cover the costs of his defence in the amount of 3,293,347 Euro. This includes the fees of his defence counsel, defence staff, travel expenses and other expenses. This is the full price of Praljak's defence because the Tribunal's Registry estimated that Praljak's personal means which he has at his disposal exceeds six million Euro, which means that he can bear the costs of his defence by himself.

The Registry claims that Praljak has a house in Zagreb which exceeds his personal needs, plus an apartment and garage in Zagreb which he doesn't use, is the

recipient of the state retirement pension, possesses bank accounts in Croatia and Germany, companies and properties in the ownership of these companies, as well as properties in Croatia and Bosnia and Herzegovina. The total value of this property is six and a half million Euro and exceeds Praljak's personal needs for the support of himself and his wife.

Slobodan Praljak was born in 1945 in Čapljina. He has three university diplomas: he graduated in electrical engineering, philosophy and sociology and completed studies at the Academy of Dramatic Arts. During the 1970s and 1980s he worked as a theatre and film director.

At the beginning of the 1990s he was politically close to Marko Veselica and his Croatian Democratic Party. When the war broke out in Croatia, Praljak became strongly engaged in the Croatian Army and became noted for his role in the defence of Sunja. There he used to bring numerous people from the theatre world, for instance the director Miroslav Međimorec and the actor Sven Lasta.

One high-ranking government official of those times describes what happened next:
"When Antun Tus was removed from office and Janko Bobetko nominated as the Head of the Army Headquarters, the minister of defence Gojko Šušak took Praljak under his wing. Along with everything else, Praljak was a capable businessman, strongly engaged with Chromos. In Herzegovina he was the boss of bosses. At one moment Hebrang claimed that at that time 70 million Deutsche Marks were sent to Herzegovina every month, while twenty would have been enough for the army and a little bit for the health care. You can then imagine the amount of money that went there and was spent while the war was going on. "

LAND BELOW MARKET PRICE

In the Croatian Army Praljak held the rank of major-general. In May 1993 he was nominated as representative of the Ministry of Defence of the Republic of Croatia in the Croatian Defence Council, as the armed forces of the then Croatian Community of Herzeg-Bosnia were called, so he went to Herzegovina. In one period in the autumn of 1993 he even held the position of head of the Main Staff of HVO /Croatian Defence Council/, but was soon dismissed after a clash with Mladen Naletilić Tuta, the commander of the Kažnjenička battalion of the HVO.

In this short period of time a larger part of the events happened with which the indictment of the Hague Tribunal is now charging him, but interestingly enough, not what was most written about. Namely, the Old Bridge in Mostar, with whose destruction Praljak is most often charged, happened after his dismissal. In his defence he claimed that the bridge was destroyed by Bosniak fighters who allegedly mined it, and not Croatian forces with grenades. These and other statements with which he defended himself in The Hague he supported copiously with analysis published in his books and on the web sites. Surely, these activities partly drew the attention of the Tribunal to the fact that Praljak is of a good financial standing.

Praljak is accused in The Hague within the case Prlić et al. in which other defendants are Jadranko Prlić, Milivoj Petković, Bruno Stojić, Valentin Ćorić and Berislav Pušić. They are being charged with a string of war crimes and crimes against humanity which their forces committed on the area of Bosnia and Herzegovina while they were military and civilian commanders of the HZ /Croatian Community/ Herzeg-Bosnia. They are also charged with breach of the Geneva Convention, i.e. the killings of civilians, deportations, sexual assaults, inhuman treatment and wanton destruction and seizure of property without military justification.

Shortly after the end of the worst fighting in Bosnia and Herzegovina, Praljak showed up in Zagreb as an entrepreneur. He became one of the co-owners of the chemical company Chromos dyes and lacquers in Zagreb, where at one time, 1995-1996 he was president of the Board, and after that, all the way until 1999, a member of the Supervisory Board.

In September 1999 Chromos dyes and lacquers were sold to Praljak's company Oktavijan, Ltd. More than

27,000 square metres of land on Radnička cesta in Zagreb went for 4.4 million Deutsche Marks. Later on, the finding of the State Audit showed that the land was sold below the market price, i.e. that Chromos was harmed in this transaction for more than two million Marks. However, the State Prosecution never acted upon this finding.

Allegedly, a part of this land was later resold to the company VMD promet which built its commercial centre on it. On the remaining 13 thousand square metres the company Oktavijan built a commercial complex Centar 2000. The complex consists of two office buildings, an apartment hotel, underground garage and a detached brasserie. Oktavijan manages this complex and its main activity is renting office space, although the company is registered for film production and other activities.

In the company balance on the side of the assets there is long-term property valued at around 23 million Euro, and around 19 million Euro of short- and long-term liabilities. In 2011 the company had an income of a bit less than 3 million Euro, but after tax the profit was only about a hundred thousand Kuna. Just like the majority of business subjects in Croatia, during the past two years the company witnessed a decline of income.

It is highly probable that the company Oktavijan and Centar 2000 are the "company" and "properties in the ownership of a company" are property of Praljak described in the decision of The Hague Tribunal Registry.

HE WILL APPEAL THE DECISION

Apart from Oktavijan, several companies related to the river dock in Sisak are under Praljak's control. They do not have large properties or income. The entire business empire is run by Praljak's son Nikola Babić-Praljak. Aktual tried to contact him, but in his office they informed us that on that Friday in early afternoon he was already gone. He didn't call back until Monday afternoon on a message left with a secretary in Oktavijan.

Speaking about the property in Bosnia and Herzegovina, mentioned in the decision of the Registry of the Tribunal, they probably have in mind the tobacco factory in Ljubuški. The newly built factory was opened by Slobodan Praljak in 2002, and on that occasion the factory director revealed that Praljak is one of several co-owners who have shares between 8 and 12 percent. Did Praljak in the meantime divest his shares, we couldn't find out.

Aktual spoke also with Praljak's attorney Nika Pinter who said that they will appeal the decision with the Trial Chamber within the prescribed 15 days deadline from the day the decision is handed to Praljak. On a direct question it they will claim in front of the Trial Chamber that Praljak does not dispose with sufficient property for covering the defence costs, attorney Pinter answered affirmatively.

The outcome of Praljak's appeal will be seen very soon, but apparently The Hague Tribunal investigated his property in minute detail. One attorney in The Hague with whom Aktual spoke about this matter believes that the Tribunal will be merciless toward Praljak, and this can be deduced from the fact that the assessment of material minimum necessary for the support of himself and his wife is really minimal and far from the luxury life-style which Praljak could have afforded himself as entrepreneur. All of this, of course, will not influence the judgement against Praljak for which his financial standing is irrelevant.

ADDRESING THE JUDGES

DOCUMENT F-D1:
SLOBODAN PRALJAK SUBMITS THE ENTIRE CORRESPONDENCE AND DOCUMENTATION TO THE JUDGES

DOCUMENT F-D2:
SLOBODAN PRALJAK'S DEFENCE COUNSEL, NIKA PINTER AND NATAŠA FAUVEAU IVANOVIĆ, PRESENT THEIR ARGUMENTS

F-D1

The Hague, 15 January 2013

Judge **Jean-Claude Antonetti**
Judge **Àrpàd Prandler**
Judge **Stefan Trechsel**
Judge **Antoin Kesia-Mbe Mindua**

Honourable judges,

For seven years I have been answering the inquiries of the Registry about my financial standing (Attachment 1 – letters to the Registry).

In Attachment 2 I place at your disposal full documentation and point to the source and genesis of the "story".

In Attachment 3 is my response to the Registry for an incomprehensible inventing and twisting of the facts, violence over logic and prescribing the civilizational, cultural and legal patterns.

Sincerely yours,
Slobodan Praljak

IT-04-74-T 33/75531 BIS
D33 - 1/75531 BIS
01 February 2013 SF

INTERNATIONAL CRIMINAL TRIBUNAL FOR THE FORMER YUGOSLAVIA

Case No. IT-04-74-T

IN TRIAL CHAMBER III

Before: **Judge Jean-Claude Antonetti, Presiding**
Judge Árpád Prandler
Judge Stefan Trechsel
Reserve Judge Antoine Kesia-Mbe Mindua

Registrar: **Mr John Hocking**

Date: **22 January 2013**

THE PROSECUTOR

v.

JADRANKO PRLIĆ
BRUNO STOJIĆ
SLOBODAN PRALJAK
MILIVOJ PETKOVIĆ
VALENTIN ĆORIĆ
BERISLAV PUŠIĆ

Confidential and *Ex Parte*
with Confidential and *Ex Parte* Annexes

SLOBODAN PRALJAK'S MOTION FOR REVIEW OF THE REGISTRAR'S DECISION WITH A REQUEST TO EXCEED WORD LIMIT

Counsel for the Accused:
Ms Nika Pinter
Ms Natacha Fauveau Ivanović

Confidential and *Ex Parte*

SLOBODAN PRALJAK'S MOTION FOR REVIEW OF THE REGISTRAR'S DECISION WITH A REQUEST TO EXCEED THE WORD LIMIT

I. INTRODUCTION

1. On 22 August 2012, the Registrar of the International Criminal Tribunal for the Former Yugoslavia rendered a decision, pursuant to the Directive on Assignment of Defence Counsel ("Directive"), on the assignment of defence counsel for Slobodan Praljak ("Decision").[1]

2. In his Decision, the Registrar decided that:
- the Accused is entirely able to remunerate counsel and, consequently, is ineligible for the assignment of counsel;
- the previous assignment of counsel is withdrawn and the counsel shall be withdrawn on the date on which the Judgement is rendered;
- the Accused must pay the entirety of the costs of his defence; and
- the Accused must reimburse the Tribunal the amount of 3,293,347.49 Euros.[2]

3. The Registrar also decided, in the interests of justice, to stay his Decision until the Trial Chamber's decision on the present Motion or until the Judgement is rendered.[3]

4. Finally, the Registrar reminded counsel of its obligation to continue to protect the interests of the Accused until the Accused has retained a replacement counsel or elected to conduct his own defence.[4]

5. The Registrar's Decision relies on the erroneous determination of the Accused's assets. Moreover, it goes against the interests of justice and legal

[1] "Decision Public with Confidential *Ex Parte* Appendix I & Public Appendix II".
[2] Decision, pp. 6 to 7.
[3] Decision, p. 7.
[4] Decision, p. 7.

certainty, the rights of the Accused and a fair trial and was adopted in breach of the standards governing the assignment and the withdrawal of assigned counsel.

6. Pursuant to Article 13 (B) of the Directive, when the Registrar decides that an accused has sufficient means to remunerate counsel, the Accused may, within 15 days of the date of notification to him, seek a review of the Registrar's Decision from the Chamber before which he is due to appear. The same rule applies when counsel is withdrawn, pursuant to Article 19 (D) of the Directive.

7. On 27 August 2012, considering the complexity of the Decision and the need to obtain its translation into the language of the Accused, the Defence filed a motion for an extension of time to file a motion for review of the Registrar's Decision.[5]

8. On 30 August 2012, the Trial Chamber rendered its decision, granting the Defence motion dated 27 August 2012.[6]

9. On 2 October 2012, the Defence filed a new motion for extension of time to file a motion for review of the Registrar's Decision, requesting 45 additional days.[7]

10. On 16 October 2012, the Trial Chamber granted the Defence motion filed on 2 October 2012 and ordered the Defence to file its appeal by 22 January 2013 at the latest.[8]

[5] "Slobodan Praljak's Motion for an Extension of Time to File a Motion for Review of the Registrar's Decision".
[6] "Decision on Accused Praljak's Motion for Extension of Time to File a Motion for Review of Registrar's Decision of 22 August 2012".
[7] "Slobodan Praljak's Motion for Further Extension of Time to File a Motion for Review of the Registrar's Decision".
[8] "Decision on the Accused Praljak's Motion for Further Extension of Time to File a Motion for Review of Registrar's Decision of 22 August 2012".

11. Under Article 13 (B) and Article 19 (D) of the Directive and in line with the Decision of the Trial Chamber of 16 October 2012, the Defence files its present appeal against the Registrar's Decision.

12. The Defence notes that the Practice Direction on the Length of Briefs and Motions does not provide any indication of the length of an appeal against a Registrar's Decision. Considering the specific nature of the appeal, the Defence is not persuaded that Article 5 of this Practice Direction pertaining to motions, responses and replies submitted to a Chamber can be applied. Nonetheless, if the Trial Chamber considers that Article 5 of the Practice Direction on the Length of Briefs and Motions applies in the present appeal, the Defence seeks leave, pursuant to Article 7 of the said Direction, to exceed the number of words set out therein because of the length of the Registrar's Decision which, together with Annex I, exceeds 60 pages. Moreover, the complexity of the question and the number of assets considered by the Registrar, as well as the impact that the final decision could have on the rights of the Defence and a fair trial, necessitate detailed explanations. Consequently, the Defence would like to file this Motion not exceeding 12,000 words.

II. PROCEDURAL BACKGROUND

13. On 5 April 2004, the Accused arrived at the Tribunal's Detention Unit. When he arrived at The Hague, the Accused retained counsel that he remunerated himself. At the time, the Accused did not think that the trial would last long and that the costs of his defence would be so high.

14. On 13 September 2004, having realised the amount of the cost of the Defence and finding himself unable to continue to remunerate his counsel, the Accused

requested assigned counsel and submitted to the Registry, in line with Article 7 of the Directive, a duly completed declaration of means.[9]

15. On 17 June 2005, the Registrar refused to grant legal aid to the Accused because the Accused had apparently not allowed the Registrar to determine whether he had sufficient means to remunerate his Defence.[10]

16. On 21 September 2005, the Trial Chamber that was seized of the case at the time upheld the Registrar's Decision.[11]

17. On 29 September 2005, Counsel for the Accused informed the Trial Chamber that it was withdrawing from the case.[12]

18. As he was not granted legal aid and did not have the means to remunerate the work of his counsel,[13] the Accused chose to defend himself. However, on 8 November 2005, the Accused informed the Pre-Trial Judge that he wanted a Tribunal-paid counsel to be assigned to him,[14] and on 15 November 2005, he asked the Registry to reconsider its Decision of 17 June 2005.[15]

19. On 22 December 2005, the Registrar informed the Accused that he was not in a position to consider the letter of 15 November 2005 as a viable request for reconsideration.[16]

20. On 15 February 2006, in the interests of justice, the Trial Chamber decided to direct the Registrar to assign counsel to the Accused.[17] The Trial Chamber also

[9] Decision, p. 1.
[10] Registrar's Decision of 17 June 2005 (public with Confidential and *Ex Parte* Annex).
[11] "Decision on Slobodan Praljak's Request for Review of the Deputy Registrar's Decision Dated 17 June 2005 Regarding the Accused's Request for Assignment of Counsel".
[12] "Notice of Slobodan Praljak's Counsel's and Co-Counsel's Withdrawal as Counsel and Co-Counsel of Record Based on the Registry's Decision Denying Slobodan Praljak's Rule 45 Request for Legal Assistance in Light of His Inability to Finance His Defence" ("Notification of 29 September 2005").
[13] Letter from the Accused to Counsel, Notification of 29 September 2005, Appendix I.
[14] Transcript of hearing held on 8 November 2005, pp. 256 and 259.
[15] Letter from the Accused to the Registry of 15 November 2005; transcript of 8 November 2005, p. 256.
[16] Registrar's Decision of 22 December 2005.

ordered the Accused to provide the Registry and the Chamber with more information with a view to determining what means were available to him.[18]

21. On 24 February 2006, the Accused submitted to the Registry additional information.[19]

22. On 6 March 2006, the Registrar assigned counsel and co-counsel to the Accused.[20] In his decision, the Registrar specified that the onus was on the Accused to produce evidence that he was unable to remunerate counsel and that, once he did this, the Registry would be in a position to rule on the Accused's request for legal aid.[21]

23. In the meantime, the Registry has continued its investigations and verification concerning the financial means of the Accused and, finally rendered the impugned Decision on 22 August 2012, almost eight years after the Accused's first request and more than six years after Counsel was assigned.

III. LEGAL BASIS FOR DECISION

24. Under Article 45 (A) of the Rules of Procedure and Evidence ("Rules"), counsel is assigned to represent a suspect or an accused who lacks the means to remunerate such counsel whenever this is in the interests of justice. Under Article 11 (A) of the Directive, the Registrar determines whether, and to what extent, the Accused is able to remunerate counsel and renders his decision. The Registrar's decision granting total or partial judicial aid to an accused is without prejudice to the provisions of Article 19 of the Directive allowing the Registrar to withdraw the assigned counsel at a later date.

[17] "Decision on Assignment of Defence Counsel", para. 12.
[18] "Decision on Assignment of Defence Counsel", para. 13.
[19] Letter from the Accused to the Registry of 24 February 2006.
[20] Registrar's Decision of 6 March 2013.
[21] Registrar's Decision of 6 March 2013.

25. The decisions taken pursuant to Article 11 and Article 19 of the Directive are two separate decisions based on different criteria. In order to render a decision pursuant to Article 19 of the Directive, the Registrar must establish, in line with Article 19 (B) of the Directive, that it has been determined that the financial means of the suspect or accused:

(i) have changed since the Registrar issued his decision, or

(ii) were not fully disclosed, or brought to the Registrar's attention before he rendered his decision.

Consequently, in order to withdraw the decision on assignment of counsel, under Article 19 of the Directive, the Registrar cannot simply say that the Accused has sufficient means. He must establish either a change in circumstances that occurred after the Decision or an omission by the Accused.

26. In the present case, on 6 March 2006, the Registrar assigned counsel to the Accused pursuant to Article 11 (C) of the Directive.[22] Under Article 11 (C) of the Directive, the Registrar assigns counsel to an accused in the interests of justice and without prejudice to Article 19 of the Directive if the accused:

(i) requests an assignment of counsel but does not comply with the requirements set out above within a reasonable time;

(ii) fails to obtain or to request assignment of counsel;

(iii) fails to elect in writing that he intends to conduct his own defence.

27. In the Decision of 6 March 2012, the Registrar recalled that the Accused had still not produced evidence that he was not able to remunerate the costs of the defence.[23] The Registrar also specified that the decision was without prejudice to Article 18[24] of the Directive and Rule 45 (E) of the Rules.[25]

[22] Registrar's Decision of 6 March 2013.
[23] Decision of 6 March 2006, p. 2.
[24] Article 18 of the Direction in force at the time of the Registrar's Decision of 6 March 2006 is identical to Article 19 of the Directive currently in force.
[25] Decision of 6 March 2006, p. 3.

28. Although the Registrar's decisions, adopted pursuant to Article 11 (C) of the Directive, may be rendered before the Registrar is able to examine fully the assets of the Accused, such a decision, when rendered, cannot be modified later except pursuant to Article 19 of the Directive.

29. Moreover, since the Decision of 6 March 2006, that is to say, more than six years ago, the Registrar has not made any decision on the Accused's access to legal aid. On the other hand, he has rendered two decisions on the representation of the Accused. On 11 April 2011, the Registrar assigned Ms Nika Pinter as counsel to the Accused.[26] In this decision, the Registrar did not indicate that the question of legal aid was not resolved and did not recall the provisions of Article 19 of the Directive and Rule 45 (E) of the Rules.[27] On 26 May 2011, the Registrar assigned Ms Natacha Fauveau Ivanović as co-counsel, once more failing to recall the question of legal aid and without referring to the relevant article and rule allowing the withdrawal of counsel.[28]

30. Consequently, the Accused and his currently assigned counsel were legitimately able to consider that the question of legal aid was finally resolved and that any possible decision, modifying the Registrar's Decision of 6 March 2006 would respond solely to the criteria set out in Article 19 of the Directive.

31. However, on 22 August 2012, the Accused received the Registrar's Decision issued pursuant to Article 11 and Article 19 of the Directive,[29] which, both logically and legally, renders this decision incomprehensible and inadmissible.

32. The Accused notes that, pursuant to Article 19 (B) (ii) of the Directive, the Registrar decided to modify his decision,[30] even though the assets attributed to the Accused and taken into account by the Registrar were known to him when he rendered his Decision of 6 March 2006. The Registrar did not offer any

[26] Registrar's Decision of 11 April 2011.
[27] Registrar's Decision of 11 April 2011.
[28] Registrar's Decision of 26 May 2011.
[29] Decision, p. 1.

evidence showing that the Accused had not declared or brought to the attention of the Registrar the assets which he actually owns.[31]

33. Finally, in the Decision of 22 August 2012, the Registrar decided that the Accused should reimburse the Tribunal to the amount of 3,293,374.49 euros.[32] While the Accused does not have and has never had this amount, he is obliged to observe that the Registrar's Decision, with regard to the reimbursement, in itself contravenes both the Directive and the Rules of the Tribunal. Under the provisions of Article 19 (A) of the Directive, the Registrar can recover the costs of assigned counsel, pursuant to Rule 45 (E) of the Rules, when the assignment is withdrawn because the Accused has sufficient means. Moreover, pursuant to Rule 45 (E) of the Rules, only a Chamber may issue an order to recover the costs of an assigned counsel.

34. Consequently, having ordered the Accused to reimburse the costs of his defence, the Registrar has exceeded his authority.

35. The Accused notes that the Registrar did not provide any specification of expenses and that the Accused has no idea what expenses the Registrar included in the amount of 3,293,347.49 euros.

36. The Appeals Chamber ruled that "A judicial review of an administrative decision made by the Registrar in relation to legal aid is concerned initially with the propriety of the procedure by which the Registrar reached the particular decision and the manner in which he reached it. The administrative decision will be quashed if the Registrar has failed to comply with the legal requirements of the Directive. […] The administrative decision will also be quashed if the Registrar has failed to observe any basic rules of natural justice or to act with procedural fairness towards the person affected by the decision, or if he has taken into account irrelevant material or failed to take into account

[30] Decision, p. 6.
[31] The Accused will show in Part V that all the assets were duly disclosed.
[32] Decision, p. 7.

relevant material, or if he has reached a conclusion which no sensible person who has properly applied his mind to the issue could have reached (the "unreasonableness" test)."[33]

37. In this Case, the Registrar did not comply with the Directive, he took into consideration evidence that was not relevant and omitted to take into account relevant evidence therefore reaching conclusions that were not reasonable. Throughout the procedure for verification of his assets, the Accused was subject to special treatment as he was made to provide information that he did not have and that he could not have. The Decision was taken eight years after the Accused requested legal aid and, as such, it contravenes the basic rules of natural justice, which require all matters to be dealt with expeditiously.

IV. BURDEN OF PROOF

38. The Accused is aware that under Article 8 (A) of the Directive, he must provide evidence establishing that he is unable to remunerate counsel. However, he emphasises that the Registrar cannot arbitrarily refuse to take into account the Accused's explanations. The Appeals Chamber ruled that it is "[t]he burden upon the accused in the first instance to establish that he lacks the means to remunerate counsel, and upon the Registrar in the second instance to establish that the accused does have the means to do so […]".[34] Thus the Registrar is not exempt from providing solid evidence on which he bases his decision. When the Registrar contests the truth of the information provided by the Accused, he must have solid, relevant and credible evidence showing that the balance of probabilities is in the Registrar's favour. Moreover, the Tribunal ruled that "the more serious the consequences flowing from an Article 11 decision, the more it will take for the Registrar to be

[33] "Decision on Review of Registrar's Decision to Withdraw Legal Aid from Zoran Žigić", rendered on 7 February 2003 in Case No. IT-98-30/1-A, *The Prosecutor v. Miroslav Kvočka et al.* ("*Kvočka* Decision"), para. 13.
[34] *Kvočka* Decision, para. 12.

satisfied about the probable truth of what is asserted in the Article 10 inquiry".[35]

39. While it is not in dispute that the burden of proof rests on the Accused to show that he does not have sufficient means to remunerate counsel, it seems that the burden of proof rests on the Registrar if he wants to establish that the Accused has not disclosed or notified the Registry of all his assets. In this case, the Registrar needs to present evidence that the Accused has actually failed to bring to his attention some of his assets.

40. Equally, if the Registrar maintains that the Accused transferred some of his property to a third person in order to conceal it, it is up to the Registrar to bring proof of this concealment.

41. In any case, the Registrar cannot simply be satisfied with pure allegations that, without being based on solid and reliable evidence, contradict the information provided by the Accused. However, this is precisely what the Registrar has done in his Decision.[36]

V. ERRONEOUS DETERMINATION OF THE ACCUSED'S ASSETS

42. Under Article 10 of the Directive, "The Registrar shall determine whether and to what extent the suspect or accused is able to remunerate counsel by taking into account means of all kinds of which the suspect or accused has direct or indirect enjoyment or freely disposes, including but not limited to direct income, bank accounts, real or personal property, pensions, and stocks, bonds, or other assets held, but excluding any family or social benefits to which he may be entitled. In assessing such means, account shall also be taken of the means of the spouse of a suspect or accused, as well as those of persons with

[35] "Decision on the Defence's Motion for an Order Setting Aside the Registrar's Decision Declaring Momčilo Krajišnik Partially Indigent for Legal Aid Purposes", rendered on 20 January 2004 in Case No. IT-00-39-PT, *The Prosecutor v. Momčilo Krajišnik* ("*Krajišnik* Decision"), para. 28.

whom he habitually resides, provided that it is reasonable to take such means into account."

43. However, since this concerns a decision pursuant to Article 19 (B) (ii) of the Directive, the Registrar must take into account the assets the Accused did not disclose or bring to the attention of the Registrar and provide evidence that these assets actually belong to the Accused and that the latter failed to disclose them. Thus, in the present Decision the Registrar has dealt with assets that do not belong to the Accused or that were brought to his attention in September 2004.

44. In the assets that the Accused is supposed to own, the Registrar has included:
- property in Zagreb, Kraljevac 35/35a/37, where the Accused resides (a);
- the proceeds from the sale of the apartment in Zagreb, Ilica 109 (b);
- the property in Čapljina (Bosnia and Herzegovina) (c);
- the property in Pisak (Croatia) (d);
- a yacht (e);
- the funds in his bank accounts (f);
- business shares (g); and
- income (h).

45. In rendering his Decision, the Registrar took into account assets that do not belong to the Accused,[37] assets that the Accused had disclosed in his request for assignment of counsel in 2004,[38] and in general, he failed to ensure that the Accused is able to use the assets in a way that could secure the necessary funds for his defence.[39] Moreover, the Registrar continually refused, for no valid reason and in an arbitrary fashion, to take into account the information and the explanations provided by the Accused.

[36] The Accused will show that the Registrar's Decision relies on pure speculation for each asset attributed to the Accused.
[37] The house in Kraljevac (a), the yacht (e), the funds in bank accounts (f), and the business shares (g), do not belong to the Accused.
[38] The property in Čapljina (c) and Pisak (d) and the income (h) were disclosed in 2004.
[39] *Krajišnik* Decision. para. 27.

46. Since the first Decision of 17 June 2005, the Registrar claimed that the Accused refused to provide information relevant for the determination of which assets he owns. Thus, it seemed that all the assets the Accused had were included in the first declaration of means filed on 13 September 2004 and that the Accused later submitted to the Registry all the additional information that he had and that had been requested by it.[40]

47. Pursuant to Article 9 of the Directive, the Registrar can carry out investigations of the Accused's financial situation. He can gather all the necessary information and may request such information from any person who may be able to provide it. Therefore, the Registrar does not depend solely on the information provided by the Accused.

48. The Accused emphasises that all the relevant documents that can establish the ownership of assets, as well as the servitude and charges affecting these assets and, in particular, the relevant deeds, the entries from Land Registries and other registries were forwarded to the Registrar and can be found in the Registrar's files. Therefore, the Registrar could have verified all the information provided by the Accused.

(a) ***The Accused's Principal Family Home***

49. The Accused had never denied that before he came to the Tribunal, he lived in Zagreb, Kraljevac 35/35a/37. Equally, he never disputed that this address continues to be his address in Croatia and that his wife still lives there. However, the Accused disputes the factual and legal conclusions reached by the Registrar.

[40] The Registry has all the correspondence between the Accused and the Registry, and the Defence presumes that all the letters from the Accused, which were written in BCS, would have been translated into one of the official languages of the Tribunal.

50. As a preliminary matter, the Accused emphasises that the house in Kraljevac cannot be considered the Accused's principal family home under the Registry Policy for Determining the Extent to Which an Accused Is Able to Remunerate Counsel ("Registry Policy"). In Article 4 of the Registry Policy, the principal family home is defined as follows: "the principal place of residence of the applicant, his spouse or persons with whom he habitually resides, owned by the applicant, his spouse or persons with whom he habitually resides; usually where the applicant would reside if he were not in custody."

51. Thus, under the Registry Policy, the principal family home must be owned by the Accused, his spouse or a member of the family with whom he habitually resides. This is not the case with the house in Kraljevac, which belongs to third parties.[41] None of the owners of the Kraljevac 35/35a/37 property habitually reside with the Accused.

52. The Accused specifies that he does not live on the entire property at Kraljevac 35/35a/37, but in one apartment in one of the two houses at the Kraljevac 35/35a/37 address. The Accused emphasises that two houses were built at Kraljevac 35/35a/27, the one being at Kraljevac 35,[42] and the other at Kraljevac 35a/37.[43] Neither of these two houses belong to him.

53. The Accused notes that the Registrar clearly established that the property consists of two parts, but he failed to conclude that each part consisted of a separate house, one of which belonged entirely to Nikola Babić-Praljak,[44] while the other is made up of four separate apartments,[45] belonging to four different owners.[46] Without any valid reason, the Registrar included these two

[41] *Infra*, paras 51 to 53 and 61 to 62.
[42] Annex 1, excerpt from the Land Registry for Kraljevac 35.
[43] Annex 2, excerpt from the Land Registry for Kraljevac 35a.
[44] Decision, Appendix I, para. 62; Appendix II, excerpt from the Land Registry for Kraljevac 35a.
[45] Decision, Appendix I, para. 49.
[46] Annex 1, excerpt from the Land Registry for Kraljevac 35.

houses in the assets of the Accused, excluding the ground-floor apartment.[47] This apartment, located on the ground floor, was correctly not included in the assets of the Accused, but the Registrar erred in including the other apartments in the assets of the Accused, including the one in which the Accused resides, since no part of the properties at Kraljevac 35/35a/37 belongs to the Accused.

54. The Registrar's assertion that the ownership of the three apartments in one of the houses at Kraljevac remains unclear[48] is completely erroneous. The entry in the Land Registry at the court in Zagreb shows that two apartments belong to Petar Kvesić and that the third apartment belongs to Nikola Babić-Praljak.[49] However, even the last apartment has, in the meantime, passed on to another owner who is not yet registered in the Land Registry. The entries in the Land Registry clearly show that the Accused has no right of ownership of the assets located at Kraljevac 35/35a/37.[50]

55. In paragraph 64 of Appendix I to the Decision, the Registrar indicates that "the Registrar includes an asset in the disposable means of an applicant for legal aid, even where the applicant is not the registered owner of the asset, as long as the Registrar is satisfied, on the balance of probabilities, that the applicant 'enjoys' or 'freely disposes' of the asset as a true owner of the asset would."

56. While the Accused and his spouse enjoy a part of the assets at Kraljevac, it is not the enjoyment of an owner. In fact, this enjoyment has no legal value as it is not based on any legal title, but on the good will of the owner of the apartment, who allows the spouse of the Accused to live in this apartment.

57. In particular, the Accused and his spouse do not have freedom to dispose of the property, they cannot sell it and cannot get any proceeds from it.

[47] Decision, Appendix I, para. 50.
[48] Decision, Appendix I, para. 54. Moreover, if the ownership is unclear, the Registrar cannot reasonably ascribe it to the Accused.
[49] Annex 1, excerpt from the Land Registry for Kraljevac 35.
[50] Annex 1, excerpt from the Land Registry for Kraljevac 35 and Annex 2, excerpt from the Land Registry for Kraljevac 35a.

Consequently, the value of the property at Kraljevac has no importance in the determination of the means of the Accused, since the only right that the Accused and his spouse have is the right to reside there. Even this right does not extend to the entire property, but only to one apartment.

58. In Croatian law, only the owner may dispose of property.[51] The law also stipulates that the registrations in the Land Registry are considered true and reliable.[52] The entries in the Land Registry concerning the ownership of Kraljevac show that this property belongs to third persons and that the Accused has no right of disposal.[53]

59. When determining what rights the Accused has to the Kraljevac property, the Registrar should have taken into account the provisions of Croatian law, which he did not do. He also failed to check to whom the property at Kraljevac really belongs and whether the Accused can dispose of it. If he had done so, he would have reached the conclusion that the Accused does not have any rights to this property other than the right to reside there.

60. In paragraph 65 of Appendix I to the Decision, the Registrar indicates that "the Registrar also includes in the applicant's disposable means assets previously owned by the applicant, his spouse, or persons with whom he habitually resides, where any interest in such assets is assigned or transferred to another person for the purpose of concealing it."

61. The Accused does not challenge the right of the Registry to include in the means of the Accused assets that he has transferred in order to conceal them. On the other hand, when the Registry asserts that the Accused transferred his

[51] Annex 3, Article 115 (2) of the Act on Ownership (*Official Gazette*, no. 91/1996, with subsequent amendments).
[52] Annex 3, Article 122 (1) of the Act on Ownership (*Official Gazette*, no. 91/1996, with subsequent amendments).
[53] Annex 1, excerpt from the Land Registry for Kraljevac 35 and Annex 2, excerpt from the Land Registry for Kraljevac 35a.

assets in order to conceal them, the burden of proof is upon the Registry to show that the Accused actually intended to conceal them.

62. The Registrar acknowledges the contract transferring a part of the assets at Kraljevac on 6 February 2002.[54] At the time the contract was concluded, the Indictment against the Accused did not exist. Nonetheless, the Registrar does not consider the date of transfer to be 6 February 2002, but 29 March 2004, the date on which the contract was notarised.[55] However, Croatian law does not require a contract to be certified by a notary in order for the contract of property transfer to be valid, but only requires a written contract.[56] The Croatian authorities consider the contract of 6 February 2002 to be valid, since the transfer of assets was registered in the Land Registry on the basis of the contract bearing this date.[57]

63. The Registrar has not produced any evidence that could bring into question the conclusion of the transfer contract between the Accused and his spouse in February 2002. Equally, the Registrar has not produced any evidence that could bring into question the good faith of the Accused when transferring the assets or that would suggest that the transfer was done in order to conceal the assets. Moreover, had the Accused wanted to conceal his assets, he would not have transferred them to his spouse.[58] The Accused underlines once more that this transfer related solely to one of the houses at Kraljevac, with the other house already the property of third persons. Moreover, though including the other house in the assets of the Accused, the Registrar does not even bring into question that the house belongs to third parties.

64. However, all these elements have no value in the calculation of the means of the Accused since, leaving aside the background to the ownership of the

[54] Decision, Appendix I, para. 52.
[55] Decision, Appendix I, para. 52.
[56] Article 115 (3) of the Act on Ownership (*Official Gazette*, no. 91/1996).
[57] Annex 4, excerpt from the Land Registry for Kraljevac, p. 6; this excerpt was attached to the "Registry Submission Regarding Slobodan Praljak's 5 July 2005 Request for Review of the Deputy Registrar's Decision Denying Assignment of Counsel", Annex XVII, filed on 22 July 2005.

property located at Kraljevac, these assets currently belong to third parties and these third parties are the only ones with the right to dispose of them. It should therefore be recalled that the Tribunal ruled that the crucial question is not to establish whether the Accused is able to use the house, but whether he can sell it, rent it or mortgage it in order to secure funds needed for his defence.[59] With regard to the assets at Kraljevac, the Accused cannot dispose of them in a way that would allow him to obtain funds.

65. Since the Accused has no legal way of disposing of these assets and to obtain the amount of 682,659 euros, which is the value taken into account by the Registrar in the determination of the Accused's means, this amount should not have been included in the assets of the Accused.

(b) ***Proceeds of the Sale of the Property at Ilica 109***

66. The Registrar acknowledges that the property located at Ilica 109 was transferred first to the spouse of the Accused[60] and then to a third person.[61] Nonetheless, the Registrar included the sum of the sale price of this property in the calculation of the Accused's means, without verifying whether the Accused currently has the proceeds of the sale of this property.

67. Considering that the property of the spouse of the Accused is included in the calculation of his means,[62] it remains unclear why the Registrar endeavoured to show that these assets are included in the marital assets when they were transferred to the spouse of the Accused by a deed of gift.[63]

68. The Accused must conclude that the argument of the Registrar shows a considerable lack of understanding of Croatian law. In accordance with

[58] The assets of the spouse are included in the assets of the Accused.
[59] *Krajišnik* Decision, para. 28.
[60] Decision, Appendix I, para. 81.
[61] Decision, Appendix I, para. 89.
[62] Article 10 (A) of the Directive, "Registry Policy for Determining the Extent to Which an Accused Is Able to Remunerate Counsel" ("Registry Policy"), para. 2; Decision, Appendix I, para. 94.

Croatian law, only the assets acquired through the work of spouses during their marriage and proceeds of these assets constitute marital property.[64] The assets acquired through a deed of gift, even when acquired during the marriage, constitutes personal property.[65] This provision applies to any gift, including one between spouses. Thus, the assets transferred by a deed of gift to the spouse of the Accused may not be considered, by any means, as marital property. Moreover, even the Registry's rules exclude gifts from marital property as Article 4 of the Registry Policy defines marital property as follows: "Property acquired by the applicant and his spouse during their marital union, excluding gifts made to one spouse specifically."

69. Since the Registrar is obliged to determine whether the property constitutes marital property in line with the law of the State in which the marriage took place or in which the spouses reside,[66] he is obliged to apply Croatian law in order to determine whether particular property is included in the marital property of the Praljaks. Therefore, both the Registry Policy and Croatian law stipulate that any gifts made to only one spouse constitute personal property. Consequently, the property located at Ilica 109 cannot be considered as marital property, but should be considered as personal property belonging to the spouse of the Accused.

70. The Registrar's claim that the Accused transferred the property located at Ilica 109 to his spouse in order to conceal it[67] lacks any basis, since the deed of gift was concluded before the Indictment against the Accused was raised. In fact, the Registrar acknowledges that the Accused transferred the property to his wife on 27 February 2002 in a deed of gift, certified by a notary on the same day.[68] It is, however, completely unclear how the Registrar arrived at the

[63] Decision, Appendix I, para. 95.
[64] Annex 5, Article 248 of the Family Law Act (*Official Gazette*, no. 116/2003).
[65] Annex 5, Article 253 (2) of the Family Law Act (*Official Gazette*, no. 116/2003).
[66] Decision, Appendix I, para. 91.
[67] Decision, Appendix I, para. 98.
[68] Decision, Appendix I, para. 82.

conclusion that this deed, concluded two years before the Indictment against the Accused, could have been concluded with the purpose of concealment.

71. Moreover, the argumentation of the Registrar is contradictory, since the transfer of goods to a spouse has no effect on the means of the Accused as the property of the spouse is included in the calculation of the Accused's means.[69]

72. This being the case, the Registrar erred by including the proceeds of the sale of the Ilica 109 property in the disposable means of the Accused. First of all, nothing suggests that this amount is still in the possession of the Accused or his spouse. However, even if the Accused were in possession of this amount, he cannot dispose of it freely, since this amount was earmarked for the payment of counsel chosen by the Accused, who represented him before he was assigned counsel.[70] According to the Registry, this obligation was agreed on 29 September 2005,[71] which, therefore, precedes the obligation that the Accused may have had towards the Tribunal. Therefore, the amount of 97,175 euros, which is the sum of the proceeds of the sale of the Ilica 109 property, cannot be included in the current disposable means of the Accused.

73. All the documents on the costs of the defence before the assignment of counsel were forwarded to the Registrar.[72] Despite this, the Registrar considers that the Accused has not provided the evidence that would show that he paid the defence team before counsel was assigned to him, or that he effectively owes money to the counsel that represented him at the time.[73] Such a finding by the Registrar defies common sense and shows a lack of respect for the work of the lawyers. The Registrar's claim that this payment agreement between the Accused and Counsel is "another attempt by the Accused to minimise the total assets that can be attributed to him in the determination of his ability to

[69] Decision, Appendix I, para. 94.
[70] Decision, Appendix I, para. 97.
[71] Decision, Appendix I, para. 96.
[72] Annex 6, correspondence from the Accused to the Registry of the Tribunal, sent on 6 April 2006, with the specification of expenses of the Defence; Annex 7, Statement by Counsel; Annex 4, correspondence from the Accused sent to the Registry of the Tribunal on 15 February 2007.

remunerate counsel"[74] is unacceptable. Thus, the Registrar freely, and without the slightest proof, not only accuses the Accused of dishonesty, but also his counsel.

74. The Accused was represented for over a year by counsel that was not remunerated by the Tribunal. This counsel did not only work on the case of the Accused, but also incurred travel costs and other expenses that are inherent to any case. Counsel that represented the Accused at that time was made up of professional lawyers who expect payment for their work, which is their only source of income. It is clear that they were paid, or else, a debt amounting to 90,000 euros is still outstanding,[75] which the Accused needs to pay.

75. Finally, it must be said that even after eight years of investigations, the Registrar has not found the slightest trace of this money in the possession of the Accused. It is therefore very unlikely that the Accused has this money which, therefore, should not be included in the Accused's available means.

(c) ***Čapljina Property***

76. The Accused does not challenge the fact that he owns property in Čapljina in Bosnia and Herzegovina, and that the value of this property in 2004 was 23,907 euros.[76] The Accused recalls that he included the Čapljina property and its value in the declaration[77] and that the Registrar has known about it since 2004. This property cannot therefore be taken into account in the reconsideration of the Decision of 6 March 2006 as the Registrar already knew about it at the time.

77. However, this property cannot in any case be included now in the means of the Accused as it has been mortgaged and its current value is not clear.

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[73] Decision, Appendix I, para. 218.
[74] Decision, Appendix I, para. 216.
[75] Decision, Appendix I, para. 216.
[76] Decision, Appendix I, para. 101.

78. Before including this property in the Accused's disposable means, the Registrar should have taken into account the mortgage on this property because, according to the law, a mortgage can be arranged through a contract,[78] on condition that it is presented in written form.[79] Consequently, the Registrar should have taken into account the contracts that were sent to him by the Accused that show that there is a loan on the Čapljina property.[80]

79. The Registrar cannot hold the failure to register the mortgage in the Land Registry against the Accused,[81] because the burden is on the lender to register it.[82]

80. Finally, the Registrar's claims that the loan repayment contract does not comport with Croatian law and may not be valid are pure speculation.[83] The Accused provided the Registry with the loan repayment contract.[84] Without solid evidence, the Registry cannot suggest that this contract may not be valid. Before making such a claim, the Registrar should have made sure that it relied on solid evidence, which he did not do.

81. The valuation of the property amounting to 23,907 euros was made in 2004.[85] At the time, the Accused went regularly to Čapljina to take care of the property. For almost nine years, nobody cared for the property in Čapljina, it has not been maintained and the Accused has no idea of the condition of the property and of its current value.

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[77] Decision, Appendix I, para. 101.
[78] Annex 3, Article 261 (1) of the Act on Ownership (*Official Gazette*, no. 91/1996).
[79] Annex 3, Article 262 (2) of the Act on Ownership (*Official Gazette*, no. 91/1996).
[80] Decision, Appendix I, paras 220 to 221; Annex 8, Agreement on the rights of the lender to the Čapljina property, Article 4.
[81] Decision, Appendix I, para. 221.
[82] Annex 8, Agreement on the rights of the lender to the Čapljina property, Article 5.
[83] Decision, Appendix I, para. 222.
[84] Annex 8, Agreement on the rights of the lender to the Čapljina property was attached to the correspondence sent by the Accused to the Registry of the Tribunal on 15 February 2007.
[85] Decision, Appendix I, para. 101.

82. Consequently, while the Accused owns property in Čapljina, the current value of this property is not clear and a loan has been taken out on the property which prevents the Accused from freely disposing of it.[86] Moreover, the Registrar has known of this property and its value since 2004 and cannot now use it in order to modify his Decision pursuant to Article 19 of the Directive. Consequently, the Registrar should not have included in the Accused's means the property valued at 23,907 euros.

(d) ***Pisak Property***

83. The Accused does not contest the fact that he owns property in Pisak and that the value of this property in 2004 was 32,644 euros.[87] The Accused recalls that he mentioned the property in Pisak and its value in his declaration of means[88] and that the Registrar has known about it since 2004. Therefore, this property cannot be taken into account in the reconsideration of the Decision of 6 March 2006, as the Registrar was fully aware of it at the time.

84. Moreover, this property is the only property owned by the Accused in Croatia, the State in which he lived with his spouse before coming to the Tribunal. Although the current principal home of the Accused is in Zagreb, neither the Accused nor his spouse have any legal title that gives them the right to live in the apartment in which the spouse of the Accused lives. Their enjoyment of the apartment in Zagreb depends on the good will of the owner of this apartment who may, at any point in time, decide to revoke the tenancy. Thus the Pisak property is the only location where the Accused and his spouse could live safely.

85. Consequently, the Pisak property should not be included in the Accused's disposable means as it is the principal property guaranteeing a decent life to the Accused and his spouse.

[86] Annex 8, Agreement on the rights of the lender to the Čapljina property, Article 8.
[87] Decision, Appendix I, para. 105.

86. Finally, the valuation of the property amounting to 32,644 euros was conducted in 2004.[89] At the time the Accused went regularly to Pisak and took care of the property. For almost nine years now, the Accused has only been able to visit the property twice very briefly. Since the start of the Accused's trial before the Tribunal, nobody has been caring for the Pisak property, no maintenance has been carried out and the Accused has no idea of the property's condition and of its current value.

87. Consequently, although the Accused has property in Pisak, the current value of this property is not clear and this property comes under the basic needs of the Accused and his spouse. Moreover, the Registrar has known about this property and its value since 2004 and cannot now use it in order to modify his Decision pursuant to Article 19 of the Directive. Consequently, the Registrar should not have included in the Accused's disposable means the value of this property amounting to 32,644 euros.

(e) ***Yacht***

88. The Registrar acknowledges that the yacht was transferred on 5 July 2007 at the latest to Mr Mimica by means of a sales contract certified by the notary. He also acknowledges that Mr Mimica paid the taxes for the transfer of ownership of the yacht.[90] The Registrar did not provide any evidence showing that the Accused paid the taxes on Mr Mimica's behalf or that he gave him money in order to pay the taxes. Thus the Registrar cannot logically and reasonably claim that the transfer of ownership was for the purpose of concealing the Accused's property.

89. Moreover, Mr Mimica is still the legal owner of the yacht and, as such, he is the only person who is authorised to dispose of this yacht. The Accused has

[88] Decision, Appendix I, para. 105.
[89] Decision, Appendix I, para. 105.
[90] Decision, Appendix I, para. 180.

now no right over this yacht and is not able to obtain any money from it. He therefore does not have the 39,935 euros, the amount at which the yacht was valued.[91]

90. The Accused notes that the yacht was valued at 39,935 euros in 2004.[92] The value of a yacht is not constant, it is certain that the yacht has since lost a considerable amount of its worth since the valuation. Therefore, the Registrar's estimate is completely arbitrary and is not based on the real value of the asset of which, in any case, the Accused is not able to dispose.

(f) ***Funds in Bank Accounts***

91. The Registrar states that he is aware that the Accused holds three accounts at the Dresdner Bank whose balance has remained unchanged since 1998. The balance is said to amount to 66,938.49 euros.[93] He also claims that the Accused had never provided any information pertaining to these three accounts at the Dresdner Bank.[94]

92. First of all, it is clear from the Decision that the Accused could not have informed the Registrar of these accounts, simply because he did not know about them.[95] In addition, it is also clear from the Decision that later, after the Accused received information about the accounts, he informed the Registrar of the provenance of this money and to whom it belonged, providing proof of this, in particular, with a statement from Mr Malić.[96]

93. As he was not satisfied with these explanations, the Registrar then asked the Accused to provide him with proof that would confirm the truthfulness of Mr Malić's statement. While the burden of proof rests on the Accused, this

[91] Decision, Appendix I, para. 189.
[92] Decision, Appendix I, para. 173.
[93] Decision, Appendix I, para. 201.
[94] Decision, Appendix I, para. 200.
[95] Decision, Appendix I, para. 201.
[96] Decision, Appendix I, para. 202.

request from the Registrar constitutes an abuse of power, since the Registrar did not ask the Accused to provide evidence of his financial situation, but to provide proof of proof. Moreover, the Accused is not able to provide proof that he does not have. If the Registrar had any doubts on the truthfulness of Mr Malić's statement, he could simply have contacted him, pursuant to Article 9 (B) of the Directive, and asked him to provide additional information.

94. In addition, the Registrar does not indicate what the current situation with the accounts is and where the money is now. Moreover, the Decision does not specify when the Registrar last checked the balance of the accounts.

95. Finally, the Registrar included in the Accused's means an amount that exceeds the overall balance of the accounts. The Registrar himself states that the balance of the three accounts stood at 66,938.49 euros,[97] while he included in the Accused's means a sum of 69,404.33 euros,[98] without specifying how this difference arose.

96. In any case, this amount, which never belonged to the Accused and which the Accused does not have, cannot be included in the Accused's means.

(g) ***Business Shares***

97. The Registrar decided not to include the assets of the companies Pristanište i Skladište and Liberian in the assets of the Accused. Consequently and despite numerous errors regarding the assets of these companies and the Accused's role in them, he will not dwell on the paragraphs dealing with the companies and will limit his remarks to the Oktavijan company.

98. With regard to the Oktavijan company, the Accused recalls that, weighed down by the Registry's incessant enquiries about the company, he even

[97] Decision, Appendix I, para. 201.
[98] Decision, Appendix I, paras 205 to 206.

authorised the Tribunal to sell on his behalf, and for the benefit of the Tribunal, any shares that belonged to him.[99]

99. The Registrar acknowledged that the shares of the Oktavijan company belonging to the Accused were transferred to his brother in 2001.[100] The Registrar endeavoured to show that, despite the transfer of the shares of the company, the Accused remained Director until 29 August 2005.[101] The Registrar seems to confuse the right of the owner over a company and the company's management. He also seems to confuse the assets of the company with the assets of the shareholders or owners of business shares.

100. The Registrar claims that the Accused bought the Radnička Cesta property and that on 4 September 2000 this property was registered in his name in the Land Registry.[102] However, the Registrar acknowledges that the ownership of Radnička Cesta property was transferred to the Oktavijan company on 10 October 2001, and that the registered proceeds from it increased the capital of the company, but emphasises that the Accused remained the owner in the Land Registry until 2004.[103]

101. The date of property transfer in the Land Registry is not important, since the companies register clearly shows that the Oktavijan company's basic capital was increased in 2001 when the Radnička Cesta property was included in this capital.[104] Thus, from October 2001, this property belonged to the Oktavijan company, regardless of the entry in the Land Registry.

[99] Annex 9, correspondence from the Accused to the Registry of 20 August 2007.
[100] Decision, Appendix I, para. 113.
[101] Decision, Appendix I, para. 118 to 119.
[102] Decision, Appendix I, para. 138.
[103] Decision, Appendix I, para. 141.
[104] Annex 10, documents pertaining to the Oktavijan company; "Decision on Increasing the Basic Capital", certified by a notary on 10 October 2001, and K-bis extract relating to the Oktavijan company, "Registry Submission Regarding Slobodan Praljak's 5 July 2005 Request for Review of the Deputy Registrar's Decision Denying Assignment of Counsel", Annex XII, filed on 22 July 2005.

102. All the transfers of property involving the Oktavijan company were carried out well before the Indictment against the Accused and it is therefore impossible that this was done with the purpose of concealment.

103. The Registrar claims that he has taken into account only the value of the capital of the Oktavijan company, without taking into account the valuations of the financial agency of the Republic of Croatia ("FINA").[105] The Registrar should have paid more attention to FINA's valuation, which emphasises the risk of insolvency.[106] Thus, it is clear that the commercial value of this company does not add up to the nominal value of its capital.

104. Finally, the Registrar failed to take into account the mortgage on the Radnička Cesta property, claiming that the Accused refused to provide additional information regarding the mortgage.[107] The Registrar's reasoning is strange since, if he had had real doubts concerning the mortgage, he could have approached the Raiffeisen Bank to obtain more detailed information. Moreover, the only important fact is the existence of a mortgage and this fact is not in dispute since the mortgage is correctly registered in the name of the Raiffeisen Bank.[108] Consequently, the Registrar should have taken this mortgage, which amounts to 9,000,000 euros,[109] into account in his calculations of the value of the Oktavijan company.

105. With respect to the Oktavijan company, neither the company's capital nor the shares belong to the Accused, who is not able to dispose of them. Moreover, the value of the company determined by the Registrar is made up of the nominal value of its capital. This value does not represent the company's commercial value, which runs the risk of insolvency. In addition to the fact that the assets linked to the Oktavijan company do not belong to the Accused, the amount determined by the Registry is simply non-existent.

[105] Decision, Appendix I, para. 155.
[106] Decision, Appendix I, para. 150.
[107] Decision, Appendix I, para. 151.
[108] Decision, Appendix I, para. 151.

(b) ***Income***

106. The Accused does not challenge the income calculated by the Registrar.[110] However, he does challenge the calculation of living expenses.[111] The Registrar deemed that the average household in Croatia has 2.99 members and simply reduced by a third the average household expenses in order for it correspond to a household comprising of two people. However, some expenses are exactly the same for a household of two, three or more people and cannot be reduced by a third, simply because two people live in the household.

107. Moreover, the sum taken into account by the Registrar reflects the needs of an average Croatian family, but not one in which one of the members is detained in The Hague. The Registrar should have adjusted the deduction for the monthly expenses to take into account the visits[112] of his spouse to the Accused and, therefore, her trips to The Hague.

108. Consequently, the Registrar should make a new calculation of the living expenses and deduct them from the revenue of the Accused, which is the only source of income which the Accused currently has.

VI. MEANS AVAILABLE TO THE ACCUSED

109. It follows from the above[113] that the Registrar included in the means of the Accused, assets that do not belong to the Accused and which he is not able to dispose of freely. In order to include assets in the Accused's means, these assets need to be disposable to the Accused so that he can obtain funds to finance his defence. The real estate, business shares and the yacht do not

[109] Decision, Appendix I, para. 151.
[110] Decision, Appendix I, paras 207 to 212.
[111] Decision, Appendix I, paras 228 to 230.
[112] *Krajišnik* Decision, para. 53.

belong to the Accused and, for the assets that do (Pisak and Čapljina property), he is not able to draw funds against them in the reasonable future in order to pay for his defence in the appeals stage. Therefore, these assets cannot be considered as disposable means,[114] justifying the withdrawal of assigned counsel.

110. As for his liquidities (bank accounts and the proceeds of the sale of the Ilica 109 property), the Registrar's allegations are speculative without any solid evidence of their actual existence at this point.

111. In fact, the income of the Accused and his spouse is their only disposable means, but its value is such that, once the living expenses are deducted, the income does not allow the Accused to pay for his defence, even in part.

VII. THE REGISTRAR'S DECISION GOES AGAINST THE INTERESTS OF JUSTICE

112. The Registrar's Decision, rendered on 22 August 2012, comes eight years after the start of the legal aid procedure and six years after the start of the trial. The Accused recalls that he clearly indicated in 2005 that he was not able to remunerate his lawyers and that, if he was obliged to finance his defence himself, he would represent himself, despite being aware that the complexity of the case requires a defence team.[115]

113. The Registrar's late decision presents the Accused with a fait accompli. Throughout the procedure, the Registry was the only one to control the expenses of the defence and decided what was necessary. The Accused did not have any opportunity to intervene. Had the Accused known that he would have to reimburse the cost of the defence, he would probably have chosen to

[113] *Supra*, Part V, erroneous determination of the Accused's disposable means.
[114] *Krajišnik* Decision, para. 28.
[115] Letter from the Accused to the Registry of 15 November 2005; Transcript of 8 November 2005, p. 256.

represent himself or he would have chosen only one Counsel and organised his defence in another way.

114. The Decision also calls into question legal certainty, the rights of the Accused and the proper administration of justice.

115. Under Article 21 (4) (d) of the Statute an accused has the right, where the interests of justice so require, to have legal assistance assigned to him and without payment by him if he does not have sufficient means to pay for it. In the present case, the Trial Chamber considered that it was in the interests of justice to assign counsel to the Accused[116] and instructed the Registrar to assign counsel to the Accused.[117]

116. The Accused was therefore assigned counsel in the interests of justice. The Defence recalls that the right of an accused to legal assistance constitutes an element of a fair trial in criminal proceedings.[118] The Defence also recalls that when counsel was assigned in the interest of justice in other cases, the Registrar never investigated the means of the Accused.[119]

117. The case is currently in deliberation. Without prejudice to the outcome of the trial and the content of the Judgement that will be issued, it is likely that the trial will continue in appeal. The Appeals Chamber has constantly ruled that, in the appeal stage, the principle burden of preparing the submissions lies with counsel.[120]

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[116] "Decision on Assignment of Defence Counsel", para. 12.
[117] "Decision on Assignment of Defence Counsel", p. 7.
[118] ECHR, *Quaranta v. Switzerland* Case, Application no. 12744/87, 24 May 1991, para. 27; ECHR, *Raykov v. Bulgaria* Case, Application no. 35185/03, 22 October 2009, para. 57; ECHR, *Prezec v. Croatia* Case, Application no. 48185/07, 15 October 2009, para. 28.
[119] Registrar's Decision, 19 November 2009, Case No. IT-95-5/18-T, *The Prosecutor v. Radovan Karadžić*; Registrar's Decision of 5 September 2003, Case No. IT-03-67-PT, *The Prosecutor v. Vojislav Šešelj*.
[120] "Decision on Joint Defence Motion Seeking Extension of Time to File Appeal Brief", rendered on 29 June 2009 in *The Prosecutor v. Nikola Šainović et al.* (IT-05-87-A), p. 4; "Decision on Johan Tarčulovski Motion for Extension of Time to File Appeal Brief", rendered on 16 October 2008 in *The Prosecutor v. Ljube Boškoski and Jovan Tarčulovski* Case (IT-04-82-A), p. 2; "Decision on Extension of Time", rendered on 16 February 2006 in *The Prosecutor v. Fatmir Limaj et al.* Case (IT-03-66-A),

118. To deny the Accused his Counsel in the appeals stage would simply be to deny him any right to defence. Such a decision would render the trial unfair and would therefore go against the interests of justice.

119. The Registrar cannot remedy his own omissions, which were due, in particular, to the excessive length of the procedure to determine disposable means and to the superficial investigations that he conducted, placing in danger the proper administration of justice. If the Accused is denied counsel at the appeals stage, the appeals proceedings will be flawed and the trial against the Accused will be unfair.

120. The Defence also notes that according to the Decision, it has a duty to continue to protect the interests of the Accused until he chooses his own counsel or decides to represent himself. Of course, the Defence will fulfil this obligation in line with its professional and ethical obligations as far as possible. Nevertheless, the Defence notes that it cannot fulfil this obligation fully if the payment of its services is not secured. The Decision remains silent on this point.

121. The duration of Counsel's obligation is not fixed in the Decision and, considering the complexity of this case and its size, this obligation will require Counsel to be engaged full time. The interests of justice demand that the Tribunal commit to remunerate Counsel until the matter of the defence of the Accused and his right to legal aid is finally settled.

VIII. CONCLUSIONS

122. Considering the length of the Decision and its Appendix I, as well as the complexity of the question, the Accused seeks, pursuant to Article 7 of the

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para. 12; "Decision on Motions for Extension of Time", rendered on 9 December 2004 in *The Prosecutor v. Radoslav Brdanin* Case (IT-99-36-A), p. 3.

Practice Direction on the Length of Briefs and Motions leave to file this motion that exceeds the number of words set out in Article 5 of the said Direction, but not exceeding 12,000 words.

123. It follows from the Decision that the Registry's file contains certain information and documents to which the Accused has not had access. In order for the Trial Chamber to assess the entire file, the Accused would ask the Trial Chamber to obtain the entire file in the possession of the Registry.

124. With respect to the Registrar's Decision, for all the foregoing reasons, the Accused requests that:

- the Registrar's Decision of 22 August 2012 be reversed; and
- the right to legal aid for the Accused Praljak be fully restored for the duration of the trial, including the appeals stage.

125. In the alternative, the Accused considers that the Decision should be reversed and that the question of his means referred back to the Registrar for reconsideration in line with the provisions of the Statue, the Rules and the Directive in order for a fair decision to be rendered that will be in the interests of justice and will contribute to the proper administration of justice.

Respectfully,

/signed/
Nika Pinter and Natacha Fauveau Ivanović
Counsel for Slobodan Praljak

DATE: 22 January 2013
Number of words in original: 10,755

formacija sa teritorije RiH izvode b/d u do
riji istočne Hercegovine i oko Dubrovnika.

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- s. Ravno - [redacted] Slano - Zavala. Po dubini s
na Lištica, Čitluk, Ljubuški, Grude, Posušje
lješac i o. Kupres.

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u Hercegovinu.

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CORRESPONDENCE SLOBODAN PRALJAK / REGISTRY OF THE TRIBUNAL (ICTY) FROM 27 AUGUST 2013 TO 12 MAY 2014

DOCUMENTS G-D1 TO G-D9

The Hague, 27 August 2013

International Criminal Tribunal for the former Yugoslavia
Office for Legal Aid and Defence

Ms. Susan Stuart
Acting Chief of the Office of Legal Aid and Defence

Ms. Stuart,

1. You write: "The Registrar thereby suspended the offering of legal aid in your case".
   (letter of 26 July 2013)
   I believe that the Registrar can suspend the payment of legal aid, but not the offering of legal aid.

2. For this reason my "Power of attorney" is unnecessary, but with regard to experience which I have had with your bureaucracy, I give you the power of attorney for my attorneys.

3. The attorneys will continue giving me the necessary legal aid, how long – I don't know.

4. As far as I understood, the honourable judge Meron also obliged them to it.

5. As I didn't have nor have now the money for which you accuse me, I cannot pay the attorneys.

6. In this situation, I have two options:

   1. To conduct my own defence
   2. Ask the attorneys to defend me "*Bona fide*".

To defend oneself in the appeals procedure is very difficult, practically impossible, and it is hard to expect the attorneys to work free of charge (this I cannot ask of them).

What is in this context a fair trial, I don't know. I will write to the honourable judge Meron, in order to find out what am I to do.

I am asking of you to remove the denotation of secrecy from all the documents which you wrote about this case.

This conflict has no relations with the trial, so that the "*Ex parte*" denotations are not clear to me.

All the data about my financial standing are and have to be public.

Slobodan Praljak

23 SEP. 2013

United Nations
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International Criminal Tribunal for the former Yugoslavia

Tribunal Pénal International pour l'ex-Yougoslavie

20 September 2013

Dear Mr. Praljak,

Re: Your request for reconsideration of the Decision on Means

I refer to your letter dated 29 August 2013, in which you request that I reconsider my decision finding that you are fully able to remunerate counsel and thus ineligible for the assignment of Tribunal-paid counsel ("Decision on Means").[1] In your letter, you state that I have "all the documents necessary to establish [your] financial status" both prior to and after the issuance of the indictment in your case, as well as your "explanation on 103 pages". You further state that you are prepared to answer any questions at any time in this regard. For these reasons you request that I reconsider my Decision on Means.

I recall that the Decision on Means was issued following an extensive investigation and determination of your means pursuant to Articles 7 to 10 of the Directive on the Assignment of Defence Counsel ("Directive").[2] During the investigation, you were given numerous opportunities to assist with the investigation and comment on my findings with respect to your means.[3] I consider that the Decision on Means fully and clearly explains the reasons for my decision.

I note that on 25 July 2013, the President of the Tribunal upheld the Decision on Means, finding that it was made in accordance with the standards of reasonableness and proper administrative decision-making.[4] Since the President's Decision, I have received no new information that could form the basis for reconsidering the Decision on Means, and none is provided by you in your letter of 29 August 2013.

Accordingly, I find no basis for reconsidering the Decision on Means and deny your request.

Yours sincerely,

John Hocking
Registrar

To: Mr. Slobodan Praljak
UNDU

[1] *Prosecutor v. Prlic et al.*, Case No. IT-04-74-T, Public with Confidential and *Ex Parte* Appendix I and Public Appendix II, Decision [of the Registrar], 22 August 2012.
[2] IT/73/Rev. 11, 11 July 2006.
[3] Decision on Means, Confidential and *Ex Parte* Appendix I, paras. 14-39.
[4] The Decision on Means was upheld in its entirety except as to the order for reimbursement. See *Prosecutor v. Prlić et al.*, Case No. IT-04-74-T, Confidential and *Ex Parte*, Decision on Slobodan Praljak's Motion for Review of the Registrar's Decision on Means, 25 July 2013, paras. 6-7, 81-83. ("President's Decision on Motion for Review"). The President's Decision on Motion for Review also stated, *inter alia*, that "the Registrar was reasonable in excluding the Additional Materials from its assessment in the Response and acted in accordance with the Directive," para.31.

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25 SEP. 2013

United Nations
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International Criminal Tribunal for the former Yugoslavia

Tribunal Pénal International pour l'ex-Yougoslavie

24 September 2013

Dear Mr. Praljak,

Re: Your power of attorney and letter dated 27 August 2013

I refer to your power of attorney and letter dated 27 August 2013, received by my office in English translation on 2 September 2013.

By the power of attorney, you authorise Ms. Nika Pinter and Ms. Natacha Fauveau Ivanović to continue to represent you in proceedings before the Tribunal. I thank you for your submission of this power of attorney. Please be informed that the Registry will file a decision on the record recognising Ms. Pinter and Ms. Fauveau Ivanović as your counsel on a privately retained basis, pursuant to Rule 44 of the Rules,[1] subject to their agreement.

In the letter, you reiterate that you do not have the means to remunerate counsel. You also request that the Registry make publicly available all documentation that it has produced in the course of its determination of your means. With respect to documentation that has been filed on the court record, it is the Registry's position that you may request that any private financial information in this documentation be made public. It is your responsibility to specifically identify any documentation that you wish to be made public and direct a request to the relevant Chamber or to the President as appropriate. For example, should you wish to make an application to a Chamber to lift the Confidential and *Ex Parte* status of Appendix I to the Registrar's 22 August 2012 decision on your means,[2] the Registry would not oppose your application.

In relation to documentation and correspondence issued to you and/or your legal representatives, the Registry does not propose to take any action related thereto, although you may be at liberty to do so.[3] The Registry is not, however, in a position to make public any of its internal work product.

Should you have any questions in relation to this matter, please do not hesitate to contact my office.

Yours sincerely,

Susan Stuart
Acting Head of the Office for
Legal Aid and Defence Matters

To: Mr. Slobodan Praljak
UNDU

[1] Rules of Procedure and Evidence, IT/32/Rev. 43, 24 July 2009 ("Rules").
[2] Approximately 63 pages.
[3] I note that, as a courtesy, the Registry collated and re-sent a significant amount of correspondence to Ms. Pinter, then assigned as your Tribunal-paid lead counsel, by letters dated 19 October 2012 and 28 December 2012.

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International Criminal Tribunal
for the former Yugoslavia
Registry

The Hague, 27 September 2013

Susan Stuart
Acting Chief
Office for Legal Aid and Detention Matters

For a longer period of time, Ms. Stuart, the polite and sweetish tone of your letters leaves me completely cold, and the empty British phrase means absolutely nothing to me under the sun.

After you have conducted an investigation of my property and managed to "prove" that something is black whereas in fact it is white, the investigation with which you proved that you know what I was thinking back in 1993 (donation of the part of the house on Kraljevec 35 to my late mother), and so on, in 1999, 2000, 2001,..., the investigation in which you found out and "proved" that on my temporary "freedom" I live a "*high heeled life-style",* richly and lavishly, after… what?; you placed a classified tag on your claims, on your means of concluding and on your judgement.

You didn't translate my response to judge Meron, you didn't translate the documents, and he, the honourable judge Meron, signed the judgement without having heard me at all, without asking, believing your conclusions.

Every social structure or organization, both big and small, begins to smell of fascism (communism, Nazism) when it starts to claim that it is the embodiment of absolute justice and truth, when its authority must not be challenged, when the facts are interpreted in only one, octroyed manner and when, at the same time, every attempt at a public judgement of its ideas and behaviour it proclaims as an act of enmity towards its lofty moral principles and absolute justice which resides in its very being.

The one who resists, the opposing party, is a "*liar*", he "*didn't cooperate*", he "*didn't respect the prescribed procedures*", and so on and so forth.

Why are all these documents, all these letters of yours, all your claims, all your conclusions and logic which led you to these conclusions, why is it all from the very beginning, a secret?

What is it that you wish to hide?

This whole issue about my financial standing has nothing to do with the essence of the court trial, has nothing do to with a possible protection of witnesses, with possible repetition of the criminal act for which I am accused or a possible flight of the accused Slobodan Praljak.

Will the AUTHORITY re-examine its decision?

The probability of such a thing occurring is very, very small, actually nil, this is what I learned from the history of AUTHORITY.

What do I want and what am I going to do?

I will lay out all the facts and all your claims, conclusions, logic and judgement in front of a competent body of the UN.

I will send these papers also to several thousand addresses the world over.
Regarding you power, I cannot do more than that, but I don't want to do less, in order to defend the minimum of personal dignity.

For this reason I will not make a specification of what should be made public, because in my previous request I wrote (I quote from your letter of 24 September 2013):

"You also ask (Slobodan Praljak asks) that the Registry places on inspection ***all documentation*** *(underlined by S.P.) which was collected during the process of determining your financial standing".*

We are speaking, therefore, about the entire documentation relating to the "*investigation*" of my financial standing, and I wish to place this documentation on inspection by the public. Specification is made and it is contained in the words: "*all documentation".*

I expect from you, Ms. Stuart, a clear and unambiguous response.

prof. Slobodan Praljak

P.S.: I don't wish to greet you in the prescribed European civilized manner, because I don't write what I don't think.

United Nations
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International Criminal Tribunal for the former Yugoslavia

Tribunal Pénal International pour l'ex-Yougoslavie

11 November 2013

Dear Mr. Praljak,

Re: Letter dated 28 September 2013

I refer to your letter dated 28 September 2013, received by my office in English translation on 30 September 2013, in which you request that the Registry make publicly available all documentation that it has produced in the course of its determination of your means. I also refer to your previous request in this regard dated 27 August 2013 and to my response dated 24 September 2013.

As you were informed in my previous correspondence, it is the Registry's position that you may request to be made public any private financial information contained in documentation that has been filed on the court record.[1] For example, the Registry would not oppose a motion to lift the confidential and *ex parte* status of Appendix I to the Decision on Means,[2] nor would it oppose a motion for the public filing of an unredacted version of the President's Decision[3] on your Motion for Review[4] of the Decision on Means. Likewise, a number of submissions and motions were filed on the court record by the Registry and by your counsel in the course of litigating this matter. The Registry would not oppose a comprehensive request to lift the confidential and *ex parte* status of all related submissions. However, it is your counsel's responsibility to direct a request to the relevant Chamber or to the President as appropriate. Your counsel are copied to this correspondence so that they may take any action deemed appropriate in this regard.[5]

Insofar as you request that the Registry make public its internal work product related to the Decision on Means, the Decision on Means itself (including Appendix I) represents a complete and transparent accounting of all information and reasoning relied upon by the Registry in its determination of your means.[6] Therefore, publication of the Registry's internal work product is neither necessary nor appropriate. Finally, I reiterate that the Registry does not propose to take any action in relation to documentation and correspondence issued to you and/or your legal representatives.[7]

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[1] The confidential and/or *ex parte* status of documentation related to the financial means of an accused is primarily for the benefit of the accused, *e.g.*, the protection of an accused's privacy.

[2] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-T, Public with Confidential and *Ex Parte* Appendix I and Public Appendix II, Decision [of the Registrar], 22 August 2012 ("Decision on Means").

[3] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-A, Confidential and *Ex Parte*, Decision on Slobodan Praljak's Motion for Review of the Registrar's Decision on Means, 25 July 2013 ("President's Decision").

[4] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-T, Confidential and *Ex Parte* with Confidential and *Ex Parte* Annexes, Slobodan Praljak's Motion for Review of the Registrar's Decision with a Request to Exceed Word Limit, 22 January 2013 ("Motion for Review").

[5] I take this opportunity to remind counsel of Article 28(4) of the Directive for the Court Management and Support Services Section, Judicial Support Services, Registry (IT/121/Rev. 2, 19 January 2011), which states: "The Parties and Chambers shall refer to Tribunal staff members using their functional titles, and shall not publicly disclose any personal information relating to staff members, including but not limited to names, telephone numbers, e-mail address, home address, and passport numbers."

[6] Although the Decision on Means contains a complete and transparent accounting of all relevant information and reasoning, I note that the Registry also provided extensive explanations in its submissions to the President regarding your Motion for Review of the Decision on Means. See *Prosecutor v. Prlić et al.*, Case No. IT-04-74-T, Confidential and *Ex Parte*, Registrar's Response to Slobodan Praljak's Motion for Review of the Registrar's Decision on Means, 26 April 2013; *Prosecutor v. Prlić et al.*, Case No. IT-04-74-T, Confidential and *Ex Parte*, Registrar's Submission Pursuant to Rule 33(B) Regarding Slobodan Praljak's Request for Leave to Reply and Reply to the Registrar's Response Filed on 26 April 2013, 29 May 2013.

[7] I note that as a courtesy, the Registry collated and re-sent a significant amount of correspondence to Ms. Pinter, then assigned as your Tribunal-paid lead counsel, by letters dated 19 October 2012 and 28 December 2012.

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With respect to your statement that the Registry "did not translate [your] answer for Judge Meron [...] and he [...] signed the judgement without having heard [you] or having asked [you] anything," I note that your counsel filed the Motion for Review, which was a comprehensive appeal on your behalf against the Decision on Means, and filed a number of supplementary submissions before the President rendered his decision. Thus it is inaccurate to suggest that the President did not receive arguments on your behalf in this matter.

Should you have any additional questions in relation to confidential and *ex parte* documents filed on the court record, I invite you to liaise with your counsel, so that they may take any appropriate action on your behalf.

Yours sincerely,

Susan Stuart
Head of the Office for
Legal Aid and Defence Matters

To: Mr. Slobodan Praljak
UNDU

Cc: Ms. Nika Pinter
Ms. Nataša Fauveau-Ivanović
Counsel to Mr. Slobodan Praljak

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International Criminal Tribunal for the former Yugoslavia

Tribunal Pénal International pour l'ex-Yougoslavie

13 December 2013

Dear Mr. Praljak,

Re: Request for reimbursement of the Tribunal

I write to you with regard to the President's "Decision on Slobodan Praljak's Motion for Review of the Registrar's Decision on Means" ("President's Decision").[1] In accordance with the President's Decision, the Registry seeks your cooperation to reimburse the Tribunal for the costs of your defence.

In the President's Decision, the President upheld the Registrar's determination of your financial means ("Decision on Means")[2] in all respects except insofar as the Registrar ordered you to reimburse the Tribunal for the costs of your defence rather than applying to the relevant Chamber for an order of contribution under Rule 45(E) of the Rules of Procedure and Evidence ("Rules"). The fourth to last paragraph of the Decision on Means, at page seven, is therefore deemed quashed.[3] The President also ordered Registrar to provide you with an itemisation of the costs to be recovered.[4]

In the Decision on Means, the Registrar decided that you shall bear the entirety of the costs of your defence, including all funds previously expended by the Tribunal. I hereby inform you that the amount expended by the Tribunal in your defence to date is **€2,807,611.10**.[5]

Before applying to the relevant Chamber for an order of contribution under Rule 45(E) of the Rules, the Registry would like to remind you of your obligation to reimburse the Tribunal for the costs of your defence and to provide you with an opportunity to voluntarily comply with your obligation.

Itemisation of costs

In compliance with the President's order, the Registry hereby provides an itemised list of the costs to be recovered:

[1] *Prosecutor v. Prlić et al.*, Case No. IT-04-74-A, Confidential and *Ex Parte*, Decision on Slobodan Praljak's Motion for Review of the Registrar's Decision on Means, 25 July 2013.
[2] *Prosecutor v. Praljak*, Case No. IT-04-74-T, Public with Confidential *Ex Parte* Appendix I and Public Appendix II, Decision [of the Registrar], 22 August 2012.
[3] Namely: "DECIDES that the Accused shall reimburse the Tribunal in the amount of €3,293,347.49 and directs the Accused to do so promptly, but in any event within ninety (90) days of the date upon which he is notified of this Decision."
[4] President's Decision, paras. 82-83.
[5] This is different to the amount referenced in the Decision on Means, namely €3,293,347.49, which reflects both a correction of a calculation error and the inclusion of additional costs of your defence paid by the Tribunal since the Decision on Means was issued on 22 August 2012. The Registry will revise the record accordingly. I note that this does not in any way affect the Registrar's determination of your financial means, as costs paid by the Tribunal are not factored into that determination.

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Total Tribunal expenditures:

Fees	€2,349,870.38
Trial DSA	€ 343,237.00
PT8	€ 114,503.72
Total:	**€2,807,611.10**

Request for reimbursement

In the Decision on Means, the Registrar determined that you have disposable means in each of the following assets:

- Kraljevac properties (€682,659.00)
- Proceeds from the sale of the Ilica property (€97,175.00)
- Čapljina property (€23,907.00)
- Pisak property (€32,644.00)
- Oktavijan (including the Radnička Property and loans) (€5,507,674.00)
- Yacht (€39,935.00)
- Pension of you and your spouse (€6,624.00)
- Funds in the Dresdner Bank accounts (€69,404.00)

The Registry is aware that certain of your disposable means may not be in the form of cash or cash equivalents and that it may take some time for you to convert them into liquid assets, if you have not already done so. Accordingly, the Registry will permit you 90 days from the date you receive this letter to reimburse the Tribunal, either in full or in instalments as outlined below.

The Registry acknowledges the difficulties you may face in making one single payment for the full amount of **€2,807,611.10**, noting you are detained. The Registry is therefore willing to entertain a

voluntary repayment schedule in monthly instalments over a three-year period, provided a minimum payment of **10%**, namely **€280,761.11**, is received within **ninety (90)** days of your receipt of this letter. If you choose this option, your monthly payments thereafter would be approximately **€70,190.28**. If you confirm your willingness to proceed in this manner, and your first payment of **€280,761.11** is received within 90 days of your receipt of this letter, the Registry will proceed to issue a detailed payment schedule. Payments should be made into the following account:

Beneficiary: UNICTY
Bank name: Royal Bank of Scotland
Bank account: 466480652
IBAN: NL13 RBOS 0466 4806 52
BIC/SWIFT: RBOSNL2A
Currency: Euro

Please kindly inform us within 30 days of your receipt of this letter whether: i) you intend to make a single payment of €2,807,611.10; or ii) you wish to accept the proposed repayment schedule, including payment of 10% within 90 days of your receipt of this letter. If the Registry does not receive your positive response within 30 days, or if you make a positive response within 30 days but fail to make a minimum payment of €280,761.11 within 90 days of your receipt of this letter, the Registry will proceed to seek an order of contribution under Rule 45(E) of the Rules.

Yours sincerely,

Susan Stuart
Head of the Office for
Legal Aid and Defence Matters

To: Mr. Slobodan Praljak
UNDU

Cc: Ms. Nika Pinter and Ms. Natacha Fauveau-Ivanović
Counsel to Mr. Slobodan Praljak

International Criminal Tribunal
for the former Yugoslavia
Registry

The Hague, 28 April 2014

Mr. John Hocking,

Ms. Nika Pinter, the attorney-at-law who represented me in front of the Hague Tribunal, told me by phone on 4 April 2014 that the Appeals Chamber of the Tribunal concluded that I, Slobodan Praljak, have money and that I should pay for my defence.

I waited for the translation of this Decision until 28 April 2014, in order to find out in more detail what is written in it.

My optimism, a consequence of lower IQ, whether rational or emotional, that I will get the translation of the Decision sooner, is worn out, so I am writing to you.

The claims:

a) Slobodan Praljak has money – Appeals Chamber
b) Slobodan Praljak doesn't have the money – Slobodan Praljak
c) We cannot work *Pro Bono* – attorneys-at-law Nika Pinter and Natasha Fauveau-Ivanović

result in my decision – I will defend myself. From this day, 28 April 2014 I recall the powers of attorney to the attorneys-at-law who represented me until now *Pro Bono* only in procedural matters.

From the moment of recall of the powers of attorney, I defend myself in this process alone.
I do not speak or understand English and French.

I accept and forward in full the request of my Defence Counsel which they set out in the motion for the delay of the procedure, on 2 October 2013:

1. As I am defending myself alone, I ask that all the deadlines for me, in relation to submitting the appeal begin, not as was decided by the Appeals Chamber, but from the day when I receive the judgement, as well as all relevant documents and notes in a language which I understand, and that is the Croatian language;
2. I also ask, in order to be able to follow the appeals procedure and prepare the answers, to receive the notification of appeals, both from the Prosecutor and other co-defendants, translated into Croatian language;
3. In order to prepare the appeal appropriately, I ask to be given, translated into Croatian language, the pre-trial motion of the Prosecutor and the pre-trial motion of my defence, as well as all final briefs of the Prosecutor and all 6 defences, including mine;
4. I am asking for the translation of minutes of hearings into Croatian language in order to be able to refer to appropriate items in the minutes in writing my appeal.
   I am asking the Appeals Chamber to pause with the case against me until I receive all translations specified in this motion and in the motion of 2 October 2013 in Croatian language;
5. [redacted] has been the case manager in my defence team since the beginning of the trial. She accepted to continue this work for me without remuneration, and I am asking for her to be granted this position.

   With regard to the technical conditions in detention, for me this is indispensable.

Slobodan Praljak

United Nations
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International Criminal Tribunal for the former Yugoslavia

Tribunal Pénal International pour l'ex-Yougoslavie

8 May 2014

Dear Mr. Praljak,

I refer to your letter to the President of the Tribunal, dated 28 April 2014, informing him of your decision to represent yourself, your intention to retain the services of Ms. [redacted] as your *pro bono* Case Manager and requesting that the power-of-attorney for your counsel, Ms. Nika Pinter and Ms. Natasha Fauveau-Ivanović, be revoked.

The Appeals Chamber seised of your case has been informed of this decision as your letter was filed on the record.

The following offers some guidance with regard to your decision to represent yourself and the composition of your defence team.

The Registry considers the letter of 28 April 2014 as the official notification of your decision to conduct your own defence under Rule 45(F) of the Rules of Procedure and Evidence, subject to any further judicial decision in this regard. As a result – and noting your request for the revocation of their power-of-attorney – Ms. Pinter and Ms. Fauveau-Ivanović have ceased to have power to act on your behalf and no longer receive communications and court filings in relation to your case.

I recall that you have been found to have disposable means to remunerate counsel, which was reiterated by the Appeal Chamber in its decision of 4 April 2014. Consequently, as a non-indigent self-represented accused, you are not eligible for Tribunal-paid support staff. You may, however, privately retain members of your defence team, who would assist you during your self-representation, as you see fit. You are kindly requested to inform the Registry of the composition of your support team in order for the Registry to vet and acknowledge the addition of any such proposed team member.

For this reason, and in light of your request to acknowledge Ms. [redacted] as your *pro bono* Case Manager, I would kindly request you to provide my office with an up-to-date *curriculum vitae* of Ms. [redacted] as soon as possible. The Registry requires an updated *curriculum vitae* to verify any new information, particularly as the *curriculum vitae* of Ms. [redacted] we have on file dates back to May 2006 when she was originally assigned. The Registry will process your request for acknowledgement of Ms. [redacted] role at the earliest opportunity, upon receipt of this information.

In the event you wish to nominate any future members to your support team, such as a legal associate, investigator or language assistant, I would greatly appreciate if you could inform my office without delay. I also kindly ask that you provide an up-to-date *curriculum vitae* of the proposed candidate as well as the proposed position the candidate will hold.

Should you have any further questions in this matter, please do not hesitate to contact my office.

Yours sincerely,

p.p. Susan Stuart
Head of the Office of Legal Aid and Defence Matters

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The Hague, 12 May 2014

International Criminal Tribunal
for the former Yugoslavia
Registry
Ms. Susan Sontag

Ms. Susan Sontag,

Your subtle style reminds me of the Decision of the Appeals Chamber of 4 April 2014 in which it is again confirmed and established and irrevocably concluded that I "dispose with the means", i.e. that Slobodan Praljak has money. Why this polite repetition? I got this fact, the fact that you do not wish to pay the attorneys-at-law any more.

I cannot fathom the fact that I have money, because it is not true, even if God himself declared it and not mortal humans, born of the earth into which they will return.

Not in a single communication which I received from the Registry organization did I find an analysis of my claims, facts and answers, the role of investigator Jovanović was not questioned (a man who, by the way asked for and received money from some of the defendants), it was never questioned how he arrived at the property he owns, it never crossed your mind to apologize for initially asking me to repay to you 400,000 Euro more than you spent on my defence, your moral mind was not in the least perturbed by failure to translate my proofs and responses and put them upon the inspection of the judges,…

Power and force, Ms. Susan Sontag, sown on the field of unquestionable moral task – the processing of war criminals – has no need to examine in any which way its own conclusions.

And at the end there is the judgement, indisputable, certain, in accordance with positive laws and lack of moral questioning.

Let us retain in this process a politeness of communication, as we were taught by decent urban upbringing, transferred in a somewhat poorer form from the European royal palaces. But my brain, which we also call mind (this is questionable), for which I am not responsible opposes such social forms with the stubbornness of a donkey.

This brain of mine, in whatever way it came into being, this kilogram and a bit more (on the average) of something, this something which in a broader statement is called "I" (e.g. Susan Sontag or Slobodan Praljak – as if there was a difference between the brain and the designation "I"), investigated, in accordance with its needs, many social, i.e. human histories.

Both Greek and Roman and Jewish and West European, Indians and Moors, Henry VIII and Hitler and Stalin and the Englishmen and the East India Company and Tito and Mao Zedong, …

Always the same pattern, albeit with different consequences in the quantity of evil.

And all these historical events (which are retroactively called crimes) in an enormous majority occurred (and occur) with the seal and certificate of lawful justice.

And all and always in the name of the good.

And Socrates, and Anne Boleyn and everything else which I enumerated and everything else (this is the majority) which I didn't mention.

I know it is banal to repeat these truths, this is all more than well known, but part of that structure of history is also the repetition of obvious.

Evil perpetrated over a smaller number does not count, is not taken into account, it can be statistically neglected.

You are the power, a mighty power, a nuclear power, a strong electromagnetic power, and I am, Ms. Susan Sontag, a small power, a weak nuclear power, for instance. But you cannot persuade or dissuade me.

You cannot convince me in your method of proving by the principle of "*greatest probability*", because I doubt that your company there in the Registry has any idea about the calculus of probability and the sense of this calculus.

Am I wrong?

So I am kindly asking you, do not wash clean your own conscience by repeating the facts that the Appeals Chamber, on this and this date, this and this year, confirmed the fact which you presented to it, and this fact says that Slobodan Praljak "*disposes with means*".

He never disposed, nor does he dispose now.

You are asking for new information from the life of Ms. [redacted].
Which information?

You were paying [redacted] until the end of the process, on the basis of information which you got. What could have changed in the life of this person, to be of any interest or significance to you?

Weight, height, marital status, parentage, political conviction, religious conviction,… what are you interested in and according to which grounds you have the right to know what you wish to know?

Information?!

And you, Susan Sontag, and I, Slobodan Praljak, we are only information, we become, we last, reproduce and disappear according to this information.

Whose?

We don't know.

What kind?

We become aware, more precisely – the information in the like of Susan Sontag becomes aware of herself proportionately to the power of the information in the like of Susan Sontag. Without this information we are all (men and women alike) mainly water, sodium and a bit of other metals – market value approx. ten Euro, depending on the mass. I would be worth a couple of Euro more than Susan Sontag, only on account of mass.
This information, which in the human person calls himself/herself "I" lives the life, cries, laughs, loves and hates, loves and makes love, cheats in various ways, listens to Mozart, loves Titian, suffers in disease,… and is gone, disappears just as it came, into nothing. It does not realize how and why it came, nor can it realize why it has to go.

And on the terrible problem of freedom and necessity which this information puts in front of us, I would have to write at least a hundred pages, but I don't wish to trouble you with that, particularly in the light of the fact that you don't have the money to pay for the translation.

If *"SUB SPECIAE AETERNITATIS"* everything human is equally unimportant, why such letters?

There is no good answer, except that the *"Show must go on".*

- I know nothing about the legal counsellor, what he does, who pays him, what are his competencies,…;
- I know nothing about the assistant for language affairs, what he does, who pays him, which language affairs;
- I know nothing about the means of communication with Ms. [redacted] (when and if you grant her position).

It is the end of the letter and I am not going to greet you, you personally, nor others from the Registry. You did a dishonest job with the determination of my property, your investigator is bad, your informers are third-grade, the logic of your conclusions could kill an ox.

Slobodan Praljak

DECISIONS OF THE COURT

DOCUMENTS H-D1 TO H-D3:

H-D1 - DECISION OF THE TRIAL CHAMBER OF 16 OCTOBER 2012

H-D2 - DECISION–JUDGEMENT OF THE PRESIDENT OF THE HAGUE TRIBUNAL THEODOR MERON OF 25 JULY 2013

H-D3 - DECISION – JUDGEMENT OF THE APPEALS CHAMBER OF 13 MAY 2014

UNITED NATIONS

IT-04-74-T 6/74985 BIS
D6 - 1/74985 BIS
30 October 2012 SF

International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991

Case No.: IT-04-74-T
Date: 16 October 2012
Original: ENGLISH
French

IN TRIAL CHAMBER III

Before: **Judge Jean-Claude Antonetti, Presiding**
Judge Árpád Prandler
Judge Stefan Trechsel
Reserve Judge Antoine Kesia-Mbe Mindua

Registrar: **Mr John Hocking**

Decision of: **16 October 2012**

THE PROSECUTOR

v.

Jadranko PRLIĆ
Bruno STOJIĆ
Slobodan PRALJAK
Milivoj PETKOVIĆ
Valentin ĆORIĆ
Berislav PUŠIĆ

PUBLIC

DECISION ON THE ACCUSED PRALJAK'S MOTION FOR FURTHER EXTENSION OF TIME TO FILE MOTION FOR REVIEW OF REGISTRAR'S DECISION OF 22 AUGUST 2012

The Office of the Prosecutor:
Mr Douglas Stringer

Counsel for the Accused:
Mr Michael Karnavas and Ms Suzana Tomanović for Jadranko Prlić
Ms Senka Nožica and Mr Karim A. A. Khan for Bruno Stojić
Ms Nika Pinter and Ms Natacha Fauveau-Ivanović for Slobodan Praljak
Ms Vesna Alaburić and Mr Zoran Ivanišević for Milivoj Petković
Ms Dijana Tomašegović-Tomić and Mr Dražen Plavec for Valentin Ćorić
Mr Fahrudin Ibrišimović and Mr Roger Sahota for Berislav Pušić

TRIAL CHAMBER III ("Chamber") of the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991 ("Tribunal"),

SEIZED of "Slobodan Praljak's Motion for Further Extension of Time to File a Motion for Review of the Registrar's Decision", filed as a confidential and *ex parte* document by Counsel for the Accused Slobodan Praljak ("Accused Praljak" and "Praljak Defence") on 2 October 2012 ("Motion"),

NOTING the Decision of 22 August 2012 rendered as a public document by the Registrar of the Tribunal ("Registrar"), to which one confidential and *ex parte* annex and one public annex are attached ("Decision of 22 August 2012"), in which the Registrar decided notably that: the Accused Praljak has sufficient funds to remunerate his counsel and that he is ineligible for the assignment of Tribunal-paid counsel;[1] that the Accused Praljak must bear the entirety of the costs of his defence, including all funds previously expended by the Tribunal, namely 3,293,347.49 euros;[2] that this sum must be reimbursed by the Accused Praljak to the Tribunal within 90 days of the date upon which he is notified of the Registrar's Decision of 22 August 2012[3] and that it is appropriate to stay this decision until the 15-day deadline to appeal expires or, should the Accused Praljak decide to appeal, until the Chamber has determined such an appeal or delivered the judgement in the Prlić et al. case, whichever comes first,[4]

NOTING the "Decision on Accused Praljak's Motion for Extension of Time to File Motion for Review of Registrar's Decision of 22 August 2012", rendered by the Chamber as a public document on 30 August 2012 ("Decision of 30 August 2012"), stating that the deadline to file a motion for review of the Decision of 22 August 2012 shall commence on the date the BCS translation of the said decision is transmitted to the Accused Praljak and ordering that the Accused Praljak shall have 75 days available from that date to file a motion for review,[5]

[1] Decision of 22 August 2012, p. 6.
[2] Decision of 22 August 2012, p. 6.
[3] Decision of 22 August 2012, p. 7.
[4] Decision of 22 August 2012, p. 7.
[5] Decision of 30 August 2012, p. 4.

NOTING the "Registrar's Submission Pursuant to Rule 33 (B) of the Rules Regarding the Defence 'Motion for Further Extension of Time to File a Motion for Review of the Registrar's Decision'", dated 10 October 2012 and filed as a confidential and *ex parte* document by the Registrar on 11 October 2012 ("Response"), indicating that the Registrar did not wish, as a matter of principle, to take a position on whether the motion of the Praljak Defence to further extend the deadline to appeal the decision of 22 August 2012 should be granted,[6]

CONSIDERING that in its new Motion, the Praljak Defence asks the Chamber for an additional extension of 45 days to appeal, thereby granting the Accused Praljak a deadline of 120 days in total,[7] so that he may procure several documents to prepare his appeal adequately,

CONSIDERING that the Praljak Defence argues that after the Accused received the translation of the Decision of 22 August 2012 on 24 September 2012,[8] it became clear to him that further inquiry was needed,[9]

CONSIDERING that the Praljak Defence seeks in particular to obtain documents from several administrative organs situated in Croatia and Bosnia and Herzegovina and from several tax administration offices situated in several countries;[10] that it deems, furthermore, that it is necessary to re-evaluate the Accused's properties in Čapljina and Pisak that were evaluated more than eight years ago[11] and that, furthermore, the Accused's Lead Counsel, who was previously working on the question of the Accused's financial means, will not be able to participate in the preparation of the appeal,[12]

CONSIDERING, finally, that the Praljak Defence recalls, on the one hand, the complexity and duration of the investigation that served as a ground for the Decision

[6] Response, para. 3.
[7] Motion, paras 15 and 16.
[8] Motion, para. 6.
[9] Motion, para. 8.
[10] Motion, para. 8.
[11] Motion, para. 11.
[12] Motion, para. 12.

of 22 August 2012[13] and, on the other, the serious impact that the Decision of 22 August 2012 could have on the Accused's right to a Defence,[14]

CONSIDERING that in its Decision of 30 August 2012, the Chamber recognised both the complexity of the investigation that served as a ground for the Decision of 22 August 2012 and the serious impact that the Decision of 22 August 2012 could have on the Accused Praljak's right to a Defence,[15]

CONSIDERING that the Chamber deems, furthermore, that the Motion for an additional 45 days and a total of 120 days to appeal the Decision of 22 August 2012 is not excessive bearing in mind the circumstances set out in the Motion,

CONSIDERING, in light of these facts, that the Chamber decides to grant the Motion and agrees to give the Praljak Defence an additional 45 days to file a motion for review of the Decision of 22 August 2012, that is to say a total of 120 days starting from 24 September 2012, the date of receipt by the Accused Praljak of the BCS translation of the said decision,

FOR THE FOREGOING REASONS,

PURSUANT TO Articles 20 and 21 of the Statue of the Tribunal, Rule 45 of the Rules of Procedure and Evidence and Article 13 (B) of the Directive on Assignment of Defence Counsel,

GRANTS the Motion,

ORDERS that the Accused Praljak have until 22 January 2013 to file a motion for review of the Registrar's Decision of 22 August 2012.

Presiding Judge Jean-Claude Antonetti attaches a separate concurring opinion to the present decision.

[13] Motion, para. 13.
[14] Motion, para. 15.
[15] Decision of 30 August 2012, p. 3.

Done in English and French, the French version being authoritative.

/signed/

Jean-Claude Antonetti
Presiding Judge

Done this sixteenth day of October 2012
The Hague
The Netherlands

[Seal of the Tribunal]

Separate Concurring Opinion of Presiding Judge Jean-Claude Antonetti

I fully support the analysis of the decision to grant an extension of the deadline to the Accused Slobodan Praljak, enabling him to provide us with his written submission in response to the written submission of the Registry.

Beyond this purely technical aspect, I would nevertheless like to make a few observations:

Firstly, I am surprised that it has taken the Registry years to suddenly "wake up" and request that the Accused Praljak reimburse a large sum of money to them on the ground that he has the financial means to do so.

Furthermore, this is no time to bring such a written submission before the Judges when it could have been addressed to us during trial, or when the Chamber intervened in a dispute between the Registry and Slobodan Praljak's lawyers.

Moreover, the present Chamber is currently busy deliberating a complex case that contains over 27 charges, and several thousand pages of transcripts and almost ten thousand exhibits admitted into the record. The Chamber must not be distracted from its continuous task by other considerations. It would have been more appropriate to wait for our deliberations to conclude and the Judgement to be rendered before dealing with recuperating the funds that were allotted. I must say that I am surprised, to say the least.

Beyond these questions, those who will be drafting the decision will have several major issues to grasp in these written submissions, notably those concerning a debarment of the Registry's action and the Chamber's authority regarding the *Directive on Assignment of Defence Counsel*,[1] seeing as temporally the proceedings have ended and, furthermore, I may raise other questions, but they will be asked in due time when I have the Accused's written submission before me.

[1] *See* Directive on Assignment of Defence Counsel, Directive No. 1/94, Doc. IT/73/REV.11), 11 July 2006.

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A208 - A176
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UNITED NATIONS

	International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991	Case No.	IT-04-74-A
		Date:	25 July 2013
		Original:	English

THE PRESIDENT OF THE TRIBUNAL

Before: **Judge Theodor Meron, President**

Registrar: **Mr. John Hocking**

Decision of: **25 July 2013**

PROSECUTOR

v.

JADRANKO PRLIĆ
BRUNO STOJIĆ
SLOBODAN PRALJAK
MILIVOJ PETKOVIĆ
VALENTIN ĆORIĆ
BERISLAV PUŠIĆ

CONFIDENTIAL AND EX PARTE

DECISION ON SLOBODAN PRALJAK'S MOTION FOR REVIEW OF THE REGISTRAR'S DECISION ON MEANS

Counsel for the Accused:

Ms. Nika Pinter
Ms. Natacha Fauveau Ivanović

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1. I, Theodor Meron, President of the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the former Yugoslavia since 1991 ("Tribunal"), am seised of the confidential and *ex parte* "*Requête de Slobodan Praljak aux fins d'examen de la decision du greffier avec la demande d'autorisation de depasser le nombre de mots fixe*", filed by Slobodan Praljak ("Praljak") on 22 January 2013 with confidential and *ex parte* annexes ("Motion for Review"),[1] which requests review of a decision on means issued publicly with a confidential and *ex parte* Appendix I and public Appendix II by the Registrar of the Tribunal ("Registrar") on 22 August 2012 ("Decision on Means"). The Registrar responded on 26 April 2013,[2] and Praljak replied on 6 May 2013.[3] On 26 May 2013, the Registrar filed a submission regarding Praljak's Reply.[4]

I. BACKGROUND

2. On 13 September 2004, Praljak submitted a declaration of means to the Registrar pursuant to Article 7 of the Directive on the Assignment of Defence Counsel ("Directive"),[5] requesting the assignment of Tribunal-paid counsel on the basis that he lacked the means to remunerate counsel ("2004 Request for Legal Aid").[6] On 17 June 2005, the Deputy Registrar denied the request finding that Praljak had failed to establish that he was unable to remunerate counsel.[7] On 21 September 2005, Trial Chamber I affirmed the Registrar's decision.[8] On 22 December 2005, the Registrar denied Praljak's request for a reassessment of the 2004 Request for Legal Aid, finding that Praljak had failed to provide the information necessary to complete a determination of indigence.[9]

3. On 12 January 2006, Praljak requested Trial Chamber II ("Trial Chamber") to assign him counsel in the interests of justice.[10] The Trial Chamber granted Praljak's request on 15 February

[1] An English translation was filed on 1 February 2013.
[2] Registrar's Response to Slobodan Praljak's Motion for Review of the Registrar's Decision on Means, 26 April 2013 (confidential and *ex parte*) ("Response")
[3] *Demande d'autorisation de replique et la replique de Slobodan Praljak a la Response du greffier depose le 26 Avril 2013*, 6 May 2013 (confidential and *ex parte*) ("Reply"). An English translation was filed on 15 May 2013
[4] Registrar's Submission Pursuant to Rule 33(B) Regarding Slobodan Praljak's Request for Leave to Reply and Reply to the Registrar's Response filed on 26 April 2013, 29 May 2013 (confidential and *ex parte*) ("Reply to Reply").
[5] IT/73/Rev. 11, 11 July 2006.
[6] *See* Decision on Means, p. 1. *See also* Motion for Review, para. 14
[7] *See* Decision on Means, p. 2.
[8] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-PT, Decision on Slobodan Praljak's Request for Review of the Deputy Registrar's Decision dated 17 June 2005 Regarding the Accused's Request for Assignment of Counsel, 21 September 2005 (confidential and *ex parte*), para. 22 ("Decision on Request for Review"). A public redacted version was filed on 5 October 2005.
[9] *See* Decision on Means, p. 2.
[10] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-PT, Request by Slobodan Praljak for the Review of an Opinion of the Registrar of the Tribunal and Request for the Assignment of Defence Counsel, 12 January 2006, para. 24.

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2006 and directed the Registrar to assign counsel to Praljak in the interests of justice.[11] The Trial Chamber noted that Praljak would be ordered to provide further information to the Registrar to enable him to conduct an adequate assessment of the financial means available for his own defence costs.[12] The Registrar assigned Tribunal-paid counsel to Praljak on 6 March 2006, noting that the assignment was made without prejudice to Rule 45(E) of the Rules of Procedure and Evidence of the Tribunal ("Rules") and Article 18 of the Directive.[13] On 22 August 2012, the Registrar determined that Praljak was able to fully remunerate counsel and did not qualify for the assignment of Tribunal-paid counsel.[14] Accordingly, the Registrar withdrew the assignment of Praljak's counsel effective on the date of the Trial Chamber's rendering of its judgement and further decided that Praljak shall reimburse the Tribunal for the cost of his defence in the amount of €3,293,347.49.[15]

4. On 18 January 2013, Praljak filed a notice in which he submitted to the Trial Chamber his "personal remarks" and "relevant documents" regarding the Decision on Means ("Notice").[16] The Registrar made an initial submission regarding the Notice on 30 January 2013, claiming, *inter alia*, that the additional materials that Praljak submitted with the Notice ("Additional Materials") had not been transmitted to the Registrar's office.[17] Praljak filed a response on 1 February 2013.[18] On 29 January 2013, Trial Chamber III "relinquish[ed]" the Motion for Review and referred it to me for adjudication.[19] On 12 March 2013, I ordered, *inter alia*, that the Additional Materials be provided to the Registrar.[20] The Registrar filed a second submission relating to the Additional Materials on 3 April 2013, asserting, *inter alia*, that the materials are irrelevant to the Motion for

[11] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-PT, Decision on Assignment of Defence Counsel (Confidential Annex), 15 February 2006 ("Decision on Assignment of Counsel"), paras 12-13, p. 7.
[12] Decision on Assignment of Counsel, para. 13.
[13] *Prosecutor v. Slobodan Praljak*, Case No. IT-04-74-PT, Decision, 6 March 2006 ("Decision Assigning Counsel"), p. 2. *See also* Decision on Means, p. 2.
[14] *See* Decision on Means, p. 6.
[15] Decision on Means, pp. 6-7. I note that as of the date of the filing of the Response, the Registrar requests additional reimbursement in the amount of €22,000.00 to cover expenditures granted to Praljak for the present review. Response, para. 197, n. 252.
[16] *Notification*, 18 January 2013 (confidential and *ex parte*) ("Notice"), p. 2. An English translation was filed on 22 January 2013.
[17] Registrar's Submission Regarding the Defence Notification and *Requête de Slobodan Praljak aux fins d'examen de la decision de greffier avec la demande d'autorisation de depasser le nombre de mots fixe*, 30 January 2013 (confidential and *ex parte*), paras 3-4.
[18] *Response de Slobodan Praljak aux arguments du greffier deposes le 30 Janvier 2013*, 1 February 2013 (confidential and *ex parte* with confidential and *ex parte* annex). An English translation was filed on 6 February 2013.
[19] Decision on Slobodan Praljak's Motion for Review of the Registrar's Decision of 22 August 2012, 29 January 2013, p. 4.
[20] Interim Order on Registrar's Submission Regarding the Defence Notification with Confidential and *Ex Parte* Annex, 12 March 2013 (confidential and *ex parte*), p. 3.

Review.[21] Praljak responded to these claims in his Reply, submitting that it is in the interests of justice that I have the Additional Materials at my disposal.[22]

5. On 29 May 2013, the Trial Chamber rendered the judgement in *Prlić et al.* case,[23] thus triggering the withdrawal of counsel pursuant to the Decision on Means.[24] On 29 May 2013, I issued an interim order staying the withdrawal, pending resolution of the Motion for Review.[25]

II. STANDARD OF REVIEW

6. The following standard has been set for the review of administrative decisions made by the Registrar:

> A judicial review of [..] an administrative decision is not a rehearing. Nor is it an appeal, or in any way similar to the review which a Chamber may undertake of its own judgment in accordance with Rule 119 of the Rules of Procedure and Evidence A judicial review of an administrative decision made by the Registrar [...] is concerned initially with the propriety of the procedure by which [the] Registrar reached the particular decision and the manner in which he reached it.[26]

Accordingly, an administrative decision may be quashed if the Registrar:

> (a) failed to comply with [...] legal requirements [..], or
>
> (b) failed to observe any basic rules of natural justice or to act with procedural fairness towards the person affected by the decision, or
>
> (c) took into account irrelevant material or failed to take into account relevant material, or
>
> (d) reached a conclusion which no sensible person who has properly applied his mind to the issue could have reached (the "unreasonableness" test).[27]

7. Unless unreasonableness has been established, "there can be no interference with the margin of appreciation of the facts or merits of that case to which the maker of such an administrative decision is entitled".[28] The party challenging the administrative decision bears the burden of demonstrating that "(1) an error of the nature enumerated above has occurred, and (2) [...] such an

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[21] Registrar's Submission Regarding the Defence Notice and *Requête de Slobodan Praljak aux fins d'examen de la decision de greffier avec la demande d'autorisation de depasser le nombre de mots fixe*, 3 April 2013 (confidential and *ex parte*) ("Registrar's Submission on Additional Materials"), para. 12.
[22] Reply, paras 6-12.
[23] *Jugement*, 29 May 2013.
[24] *See supra*, para. 3.
[25] Order Regarding Assignment of Defence Counsel to Slobodan Praljak, 29 May 2013 (confidential and *ex parte*) ("Interim Order"), p 1.
[26] *Prosecutor v. Miroslav Kvočka et al.*, Case No. IT-98-30/1-A, Decision on Review of Registrar's Decision to Withdraw Legal Aid from Zoran Žigić, 7 February 2003 ("*Žigić* Decision"), para. 13. *See also Prosecutor v. Radovan Karadžić*, Case No. IT-95-5/18-T, Decision on Request for Review of Decision on Defence Team Funding, 31 January 2012 ("*Karadžić* Decision"), para. 6.
[27] *Karadžić* Decision, para. 6 (internal citation omitted). *See also Žigić* Decision, para. 13.
[28] *Žigić* Decision, para. 13. *See also Karadžić* Decision, para. 7.

error has significantly affected the administrative decision to his detriment".[29] If the President is satisfied as to both of these matters, it may quash the Registrar's decision.[30] However, in the case of an administrative decision relating to legal aid, "it is clear, from the implicit restriction that only the Registrar may determine the *extent* to which the accused has the means to [...] remunerate counsel, that the power of the President to substitute its own decision for that of the Registrar is limited".[31]

III. APPLICABLE LAW

8. Rule 45(A) of the Rules provides that "[w]henever the interests of justice so demand, counsel shall be assigned to suspects or accused who lack the means to remunerate such counsel".

9. Rule 45(E) of the Rules provides that "[w]here a person is assigned counsel and is subsequently found not to be lacking the means to remunerate counsel, the Chamber may, on application by the Registrar, make an order of contribution to recover the cost of providing counsel".

10. Article 7 of the Directive provides that a suspect or accused who requests the assignment of Tribunal-paid counsel must submit a declaration of his means and update this declaration whenever a relevant change occurs. Pursuant to Article 8(A) of the Directive, a legal aid applicant "must produce evidence establishing that he is unable to remunerate counsel". Article 8(B) of the Directive provides that once the Registrar has opened an inquiry into the applicant's means, the applicant "shall provide or facilitate the production of information required to establish his ability to remunerate counsel". Article 8(C) further provides that

> [w]here a suspect or accused fails to comply with his obligations under Articles 8(A) and (B) to the extent that the Registrar is unable to properly assess the suspect or accused's ability to remunerate counsel, the Registrar may deny the request for the assignment of counsel after warning the suspect or accused and giving him an opportunity to respond.

11. Article 9(A) provides that the Registrar, in order to establish an applicant's ability to remunerate counsel, "may inquire into his means, request the gathering of any information, hear the [applicant], consider any representation, or request the production of any document likely to verify the request". Article 9(B) permits the Registrar to "request any relevant information at any time, including after counsel has been assigned, from any person who appears to be able to supply such information".

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[29] *Karadžić* Decision, para. 7 (internal citation omitted and alteration in original). *See also Žigić* Decision, para. 14.
[30] *Žigić* Decision, para. 14.
[31] *Žigić* Decision, para. 14.

12. Pursuant to Article 11(C) of the Directive, if an applicant does not comply with the Directive's requirements within a reasonable time, the Registrar may still assign counsel in the interests of justice and without prejudice to Article 19 of the Directive.

13. Article 19(A) of the Directive establishes that the Registrar may withdraw the assignment of counsel "if information is obtained which establishes that the suspect or accused has sufficient means to remunerate counsel" and that the Registrar may, in such cases, "recover the cost of providing counsel in accordance with Rule 45(E) of the Rules".

14. Article 19(B) of the Directive provides that where counsel has been assigned, the Registrar may modify a decision on the suspect's or accused's ability to remunerate counsel if it is established that the suspect's or accused's means: "(i) have changed since the Registrar issued his decision on the extent to which the suspect or accused is able to remunerate counsel; or (ii) were not fully disclosed, or were otherwise not known to the Registrar, as of the date he issued his decision".

15. Sections 5 and 6 of the Registry Policy for Determining the Extent to which a Suspect is Able to Remunerate Counsel ("Registry Policy") establish which assets the Registrar shall include or exclude in calculating an applicant's disposable means. Sections 7 and 8 of the Registry Policy govern the Registrar's relevant calculation of an applicant's income. Section 9 of the Registry Policy establishes the formula to be used in assessing an applicant's principal family home, and Section 10 of the Registry Policy provides the formula for calculating an applicant's estimated living expenses. Section 11 of the Registry Policy details the formula for calculating an applicant's ability to remunerate counsel.

IV. GENERAL SUBMISSIONS

16. As an initial matter, Praljak requests an extension of the word limit for the Motion for Review.[32] Praljak notes that the Practice Direction on the Length of Briefs and Motions ("Practice Direction")[33] does not provide an indication regarding the length of an appeal against a decision by the Registrar, and he is not persuaded that the Practice Direction indeed applies in the instant case.[34] Should the Practice apply, however, Praljak requests that he be allowed pursuant to Article 7 of the Practice Direction to exceed the word limits prescribed therein on the basis of: (i) the length of the Decision on Means and Appendix I, which exceeds 60 pages; (ii) the complexity of the question and the number of assets considered in the Decision on Means; and (iii) the impact that the final

[32] Motion for Review, paras 12, 122. In addition to the general summary of the parties' submissions contained here, a more detailed summary of the parties' submissions is set forth in Section V.C.
[33] IT/184 Rev. 2, 16 September 2005.
[34] Motion for Review, para. 12.

decision could have on his rights and on a fair trial.[35] Moreover, Praljak requests that the Trial Chamber obtain his entire file from the Registrar, to allow the Trial Chamber to properly assess his case.[36]

17. With respect to substantive issues, Praljak submits that the Decision on Means contravenes the standards for assigning and withdrawing counsel, violates his rights, goes against the interests of justice and legal certainty,[37] and is based on an erroneous determination of his assets.[38] First, Praljak submits that he was justified in believing that the question of eligibility for legal aid was resolved by the Registrar's Decision Assigning Counsel, noting in particular that the Registrar issued two subsequent decisions, which gave no indication to the contrary.[39] Praljak asserts that any subsequent decision to withdraw counsel cannot be made other than pursuant to Article 19(B) of the Directive.[40] According to Praljak, the Registrar thus was required to demonstrate that his financial means had changed since the Decision Assigning Counsel was issued or that Praljak did not fully disclose information before the Registrar came to this decision.[41] Praljak further asserts that, pursuant to Rule 45(E) of the Rules, only the Chamber may issue an order to recover the costs of assigned counsel, not the Registrar.[42]

18. Second, Praljak raises a number of substantive arguments with respect to the procedure by which the Registrar arrived at the Decision on Means.[43] Specifically, Praljak asserts that the Decision on Means does not contain a specification of the costs of his defence, thus he "has no idea" what the €3,293,347.49 that he is expected to reimburse comprises.[44] Moreover, Praljak claims that the Registrar subjected him to "special treatment", requiring him "to provide information that he did not have and that he could not have".[45] Praljak concedes that he is under an obligation, pursuant to Rule 8(A) of the Directive, to provide evidence establishing that he is unable to remunerate counsel.[46] However, Praljak submits that the Registrar must have "solid, relevant and credible evidence showing that the balance of probabilities is in the Registrar's favour" when challenging the veracity of the information provided by Praljak.[47] In this regard, Praljak relies on

[35] Motion for Review, para. 12.
[36] Motion for Review, para. 123.
[37] Motion for Review, paras 5, 24-41, 112-121. *See also* Reply, paras 13-31, 80-83.
[38] Motion for Review, paras 5, 42-111. *See also* Reply, paras 32-79, 84-85.
[39] Motion for Review, paras 29-30 (referring to the Registrar's decisions assigning Ms. Nika Pinter as counsel on 11 April 2011 and Ms. Natacha Fauveau Ivanović as co-counsel on 26 May 2011 (collectively, "Reassignment Decisions") *See also* Reply, paras 17-20.
[40] Motion for Review, paras 28, 30. *See also* Motion for Review, paras 25-27; Reply, para. 14.
[41] Motion for Review, para. 25. *See also* Motion for Review, para. 32; Reply, para. 13.
[42] Motion for Review, paras 33-34. *See also* Reply, paras 22-23.
[43] Motion for Review, paras 35-41.
[44] Motion for Review, para. 35.
[45] Motion for Review, para 37.
[46] Motion for Review, para. 38.
[47] Motion for Review, para. 38. *See also* Motion for Review, paras 39-41.

jurisprudence stating that "'the more serious the consequences flowing from an Article 11 decision, the more it will take for the Registrar to be satisfied about the probable truth of what is asserted in the Article 10 inquiry'".[48]

19. Third, Praljak asserts that the Registrar made an erroneous determination of his assets.[49] According to Praljak, Article 19(B) of the Directive requires the Registrar to take into account only those assets that were not already disclosed and to provide evidence that he actually owns these assets and failed to disclose them.[50] In his case, Praljak claims that the Registrar took into account assets that do not belong to him,[51] including the house in Kraljevac,[52] the yacht,[53] the funds in the Dresdner bank account,[54] and business shares in the Oktavijan company.[55] Moreover, Praljak asserts the Registrar erroneously took into account assets that were already disclosed in the 2004 Request for Legal Aid, including the Čapljina property[56] and the Pisak property.[57] Praljak also submits that the Registrar incorrectly evaluated particular assets.[58] Finally, Praljak claims that the Registrar failed to ensure that he "is able to use the assets in a way that could ensure the necessary funds for his defence" and that the Registrar "continually refused, for no valid reason and in an arbitrary fashion, to take into account the information and the explanations" that he provided.[59]

20. Fourth, Praljak submits that the Decision on Means, which was issued eight years after the start of the procedures, goes against the interests of justice and legal certainty and violates the rights of the Accused and the right to a fair trial.[60] Praljak asserts that the Decision on Means presents him with a "fait accompli", asserting that had he known that he would have to reimburse the Tribunal for the costs of his defence, he would have elected to represent himself or would have chosen to hire only one counsel to represent him.[61] Praljak also submits that the Registrar has "never investigated the means of the Accused" in cases like his, where counsel was assigned in the

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[48] Motion for Review, para. 38, *citing Prosecutor v. Momčilo Krajišnik*, Case No. IT-00-39-PT, Decision on the Defence's Motion for an Order Setting Aside the Registrar's Decision Declaring Momčilo Krajišnik Partially Indigent for Legal Aid Purposes, 20 January 2004 ("*Krajišnik* Decision"), para 28.
[49] Motion for Review, paras 5, 42-111. *See also* Reply, paras 32-79, 84-85.
[50] Motion for Review, para. 43. *See also* Reply, paras 15-16.
[51] Motion for Review, para. 45, n. 37.
[52] *See* Motion for Review, paras 49-63. *See also* Reply, paras 33-41.
[53] *See* Motion for Review, paras 88-89. *See also* Reply, paras 66-67.
[54] *See* Motion for Review, paras 91-93, 96. *See also* Reply, para. 73.
[55] *See* Motion for Review, paras 98-102, 105. *See also* Reply, paras 76, 79.
[56] Motion for Review, paras 76, 82. *See also* Reply, para. 52
[57] Motion for Review, paras 83, 87. *See also* Reply, para. 59.
[58] Motion for Review, paras 77-82, 86-87, 90, 94-95, 103-105. *See also* Reply, paras 53-58, 60-63, 68, 77-78.
[59] Motion for Review, para. 45. *See also* Motion for Review, paras 64-75, 89, 105; Reply, paras 25-27, 42-51, 71-73, 78, 84-85.
[60] Motion for Review, paras 5, 112-121. *See also* Reply, paras 80-83.
[61] Motion for Review, para. 113. *See also* Motion for Review, para. 112; Reply, paras 28-31.

interests of justice.[62] In addition, Praljak contends that he would be denied the "right to defence" if he were not assigned counsel at the appeal stage of his case.[63] Finally, Praljak asserts that Registrar "cannot remedy his own omissions", which were caused by "the excessive length" of the Registrar's decision-making process and by the "superficial investigations" that the Registrar conducted.[64]

21. In view of these alleged errors, Praljak requests that the Decision on Means be reversed and that he receive legal aid for the duration of his trial, including any appeals.[65] In the alternative, Praljak requests that the Registrar be directed to reconsider the Decision on Means in line with the Statute, the Rules, and the Directive.[66]

22. The Registrar opposes the Motion for Review and submits, as a general matter, that he "followed the correct procedure and made reasonable findings in conformance with applicable law and the tenets of fairness and natural justice, applying the correct standard of proof and considering only relevant material".[67] More specifically, the Registrar asserts that the Decision on Means complies with the relevant legal provisions.[68] In this regard, the Registrar contends that the Trial Chamber, in the Decision on Assignment of Counsel, "pre-empt[ed]" the Registrar in making a final determination on means prior to the assignment of counsel[69] and that, accordingly, the Registrar's Decision on Means is the "first substantive decision on the actual means of [Praljak]".[70] The Registrar further submits that "there can be no doubt" that the inquiry into Praljak's financial means was ongoing until the issuance of the Decision on Means.[71] The Registrar thus asserts that it was not necessary to demonstrate a change in Praljak's means and that withdrawing Praljak's counsel was justified given that Praljak was found to have been ineligible for legal aid.[72] The Registrar also points out that Praljak was assigned Tribunal-paid counsel under unique circumstances, pursuant to the Trial Chamber's order, and that "[t]o the extent any exception was applied [...] it was to [Praljak's] benefit".[73]

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[62] Motion for Review, paras 115-116, *citing Prosecutor v. Radovan Karadžić*, Case No. IT-95-5/18-T, Decision, 19 November 2009 ("*Karadžić* Decision on Assignment of Counsel"); *Prosecutor v. Vojislav Šešelj*, Case No. IT-03-67-PT, Decision, 5 September 2003 ("*Šešelj* Decision on Assignment of Counsel"). *See also* Reply, para. 31.
[63] *See* Motion for Review, para. 118. *See also* Motion for Review, paras 117, 119, Reply, paras 80-83
[64] Motion for Review, para. 119.
[65] Motion for Review, para. 124.
[66] Motion for Review, para. 125.
[67] Response, para. 41.
[68] Response, paras 42-57.
[69] Response, para. 45. *See also* Response, paras 46-47.
[70] Response, para. 50. *See also* Response, para. 49.
[71] Response, para. 49. *See also* Response, paras 51-53.
[72] *See* Response, paras 45-47.
[73] Response, para. 55. *See also* Response, para. 196.

23. The Registrar further submits that it is "Registry practice" to directly request reimbursement from a legal aid recipient prior to seeking an order from the Trial Chamber, explaining that "[t]his gives a suspect or accused the opportunity to provide restitution without unnecessary motion practice".[74] The Registrar asserts that it is only once the accused refuses to reimburse the Tribunal that he seeks an order from the Trial Chamber pursuant to Rule 45(E) of the Rules.[75] In this context, the Registrar claims that the Decision on Means merely decided that Praljak had to reimburse the Tribunal and gave him the opportunity to do so.[76] The Registrar also notes that the Decision on Means stayed both the withdrawal of assigned counsel and the recovery of funds to ensure Praljak's rights during the instant review.[77]

24. The Registrar further asserts that the Decision on Means was procedurally fair in all respects and that its findings were based on all available information, including documents provided by Praljak, information provided by his counsel and third parties, information obtained from the Croatian government, and information that was otherwise available to the public.[78] The Registrar also contends that this information was provided to Praljak when requested and that Praljak was given multiple opportunities to comment on the Registrar's findings.[79] Moreover, the Registrar asserts that Praljak's submissions regarding the value of various assets were taken into consideration "where it was reasonable based on the evidence and circumstances to do so".[80] The Registrar also submits that Praljak frustrated the investigation into his means, which caused the lengthy delay in issuing the Decision on Means,[81] and that in any event, Praljak has enjoyed Tribunal-funded counsel throughout this entire time, "despite his demonstrated and considerable means".[82]

25. In response to Praljak's arguments concerning the calculation of defence costs, the Registrar submits, *inter alia*, that neither the Directive nor the relevant Tribunal jurisprudence requires that the Decision on Means include an itemized statement of the amount to be recovered, but that such an itemization would have been provided to Praljak upon request.[83] The Registrar notes, however,

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[74] Response, para. 56.
[75] Response, para. 56.
[76] Response, para. 57.
[77] Response, para. 57.
[78] Response, paras 58, 61. *See also* Response, paras 42-43.
[79] Response, paras 58-59, 61.
[80] Response, para. 58.
[81] Response, para. 59 *See also* Response, paras 58, 60.
[82] Response, para. 59. *See also* Response, paras 58, 60, 66.
[83] Response, paras 64-65.

that the calculation was based on the amount paid to Praljak's counsel since the Decision Assigning Counsel.[84]

26. Finally, the Registrar contends that the assessment of Praljak's means, including the assessment of the Kraljavak property,[85] the Ilica 109 property,[86] the Čapljina property,[87] the Pisak property,[88] the yacht,[89] the Dresdner bank accounts,[90] Praljak's ownership of the Oktavijan company,[91] and Praljak's income and living expenses,[92] was reasonably made on the balance of probabilities.[93] According to the Registrar, Praljak repeatedly failed to disclose all of his assets and deliberately gifted or transferred assets for virtually no consideration to his family to conceal these assets.[94]

27. In reply, Praljak maintains, *inter alia*, that the Registrar was required to demonstrate that his means had changed or that they were not fully declared.[95] Praljak also emphasizes that the Reassignment Decisions imply the existence of legal aid and thus "implicitly assume[] that the Accused cannot bear the costs of his Defence".[96] In addition, Praljak asserts that irrespective of whether he could have obtained the publicly available documents relied upon by the Registrar, the Registrar should have provided him the opportunity to respond thereto.[97]

28. The Registrar replies that the Reply should be dismissed, as it includes an "untimely request to have the Additional Materials form part of the review process" and repeats previous submissions.[98] In the case that the Reply is not dismissed, the Registrar offers "clarifying remarks to aid the President in deciding this matter" and "addresses certain points raised [by Praljak's Reply] out an abundance of caution".[99] Specifically, the Registrar contends that Praljak improperly submitted the Additional Materials through a personal *ex parte* submission and further notes that the Additional Materials could have been incorporated into the Motion by Praljak's counsel.[100] The

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[84] Response, paras 63-64.
[85] *See* Response, paras 68-89.
[86] *See* Response, paras 90-108.
[87] *See* Response, paras 109-121.
[88] *See* Response, paras 122-131.
[89] *See* Response, paras 132-149.
[90] *See* Response, paras 150-162.
[91] *See* Response, paras 163-185.
[92] *See* Response, paras 186-193.
[93] Response, paras 67, 195.
[94] Response, para. 194.
[95] Reply, paras 13-20. I observe that Praljak seeks leave to reply to the Response. Reply, paras 5, 86. Given that a party generally has the right to reply within the time limits prescribed therefore, I consider this issue moot and will accordingly consider the Reply.
[96] Reply, para. 18. *See also* Reply, paras 19-20.
[97] Reply, para. 25.
[98] Reply to Reply, para. 2. *See also* Reply to Reply, paras 1, 3.
[99] Reply to Reply, para. 4. *See also* Reply to Reply, paras 11-29.
[100] Reply to Reply, paras 5-9.

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Registrar also notes that, in view of the foregoing, the Registry did not divert "otherwise encumbered resources towards translating the Additional Materials" and did not address the Additional Materials in the Response.[101]

V. DISCUSSION

A. Preliminary Matters

29. At the outset, I note that paragraph 5 of the Practice Direction provides that the length of motions filed before a Chamber, other than those filed with regard to appeals from judgement, interlocutory appeals, and Rule 115 motions, shall not exceed 3,000 words. Moreover, paragraph 7 of the Practice Direction provides that "[a] party must seek authorization in advance from the Chamber to exceed the word limit [...] and must provide an explanation of the exceptional circumstances that necessitate the oversized filing". While these provisions typically refer to motions filed before a Chamber, I consider that they apply, *mutatis mutandis*, to motions filed before the President.[102] I observe that the Motion for Review exceeds the prescribed word limit by 7,755 words[103] and that Praljak did not seek prior authorization as required by paragraph 7 of the Practice Direction.[104] Nevertheless, I find that it is in the interest of judicial economy to address the merits of the Motion for Review in order to come to a final resolution in this case.[105] I further consider that, in light of the length and complexity of the Decision on Means, there are exceptional circumstances that justify the oversized filing of the Motion for Review.

30. Turning to Praljak's request that I consider the Additional Materials in order to properly assess his case,[106] I recall that a review of an administrative decision is not a rehearing. Instead, it "is concerned initially with the propriety of the procedure by which [the] Registrar reached the particular decision and the manner in which he reached it".[107] Accordingly, it is not within my purview to conduct a substantive assessment of the Additional Materials. Rather, my review of the Registrar's decision is limited to assessing whether the Decision on Means was reasonable.

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[101] Reply to Reply, para. 10. *See also* Reply to Reply, para. 9.
[102] *See Prosecutor v Vojislav Šešelj*, Case No. IT-03-67-R77.3, Decision on Motion By Professor Vojislav Šešelj for the Disqualification of Judges O-Gon Kwon and Kevin Parker, 22 June 2010, paras 24-25. *See also Prosecutor v. Vojislav Šešelj*, Case No. IT-03-67-R77 4-A, Decision on Vojislav Šešelj's Motion to Disqualify Judges Arlette Ramaroson, Mehmet Güney, and Andrésia Vaz, 10 January 2013 ("*Šešelj* Decision"), para. 17.
[103] *See* Motion for Review, p. 33 (indicating that the Motion for Review totals 10,755 words). Paragraph 5 of the Practice Direction provides that the length of motions filed before a Chamber, other than those filed with regard to appeals from judgement, interlocutory appeals, and Rule 115 motions, shall not exceed 3,000 words.
[104] *See* Motion for Review, para. 122.
[105] *Cf. Šešelj* Decision, para. 17.
[106] Reply, paras 11-12. I observe that Praljak does not challenge the Registrar's failure to take into account the Additional Materials in the Response. *See generally* Reply.
[107] *Supra*, para. 6.

31. In any event, I note that, according to the Registrar, the Additional Materials consist of a 103-page letter from Praljak containing submissions on the conclusions reached in the Decision on Means, as well as over 100 separate documents divided over 66 annexes.[108] Having conducted a preliminary review of the Additional Materials, the Registrar concluded that the Additional Materials contain some new and un-translated documents and that Praljak makes submissions that he failed to put forth before.[109] In this context, the Registrar decided not to consider the Additional Materials in the Response, observing that the materials did not form part of the Motion for Review, and, in any case, were submitted following the conclusion of the Article 9 Inquiry into Praljak's means.[110] I recall in this regard that Article 8(B) of the Directive requires a legal aid applicant to "provide or facilitate the production of information required to establish his ability to remunerate counsel" during the Registrar's investigation. I further observe that Praljak was requested to provide information regarding his resources throughout the investigation into his means and was provided with the opportunity to respond to the Registrar's inquiry on multiple occasions, but that he repeatedly frustrated the process and refused to assist the Registrar.[111] In these circumstances, I consider that the Registrar was reasonable in excluding the Additional Materials from its assessment in the Response and acted in accordance with the Directive. Accordingly, and in light of the fact that a review of an administrative decision is not a rehearing, I will not consider the Additional Materials.

B. Compliance with Legal Requirements and Fairness of the Decision

32. As an initial matter, I note that Praljak's submission that the Decision on Means contravenes the standards for assigning and withdrawing counsel is premised, in part, on his understanding that prior decisions issued in his case, most notably the Decision Assigning Counsel and the Reassignment Decisions, resolved the question of legal aid in his favour.[112] I recall, however, that the Decision Assigning Counsel was issued in accordance with the Trial Chamber's Decision on Assignment of Counsel, in which the Trial Chamber ordered the Registrar to assign counsel to Praljak in the interests of justice while noting that "the information so far provided by the Accused remains[] incomplete and does not enable an adequate assessment of the financial means available to the Accused for his own defence costs".[113] Accordingly, I consider that it is apparent from the

[108] Registrar's Submission on Additional Materials, para. 10.
[109] Registrar's Submission on Additional Materials, para. 11.
[110] Registrar's Submission on Additional Materials, para. 12.
[111] *See* Decision on Means, pp. 2-3; Appendix I, para. 39 (noting five letters from the Registrar to Praljak, dated 11 January 2007, 20 July 2007, 11 December 2008, 26 November 2009, and 1 October 2010, informing Praljak of the Registrar's findings and inviting Praljak to respond). *See also* Decision on Assignment of Counsel, para. 13. *Cf. Krajišnik* Decision, para. 19.
[112] *See* Motion for Review, paras 25-30.
[113] Decision on Assignment of Counsel, para. 13.

language of the Decision on Assignment of Counsel that the investigation into Praljak's ability to remunerate counsel remained ongoing, notwithstanding the assignment of counsel. Similarly, I am of the view that the Reassignment Decisions' omission of any reference to the question of legal aid does not indicate the Registrar's completion of the investigation into Praljak's eligibility for legal aid. In view of the foregoing, I do not find that the Registrar erred by failing to demonstrate that Praljak's financial resources had changed since the Decision Assigning Counsel.

33. Turning to Praljak's remaining arguments, I first note that the neither the Directive nor the Rules require the Registrar to provide Praljak with an itemized specification of the expenses he is required to reimburse the Tribunal. Nevertheless, I am of the view that an accused should have access to a detailed account of the costs he is expected to reimburse, if so requested. As Praljak has now requested such an itemization, I consider it reasonable that the Registrar provide him with one. However, I do not find that the absence of such a specification in the Decision on Means constitutes grounds for quashing the decision.

34. I am also not persuaded that the Decision on Means should be quashed based on Praljak's claim that the Registrar subjected him to "special treatment" by requiring him to provide information "that he did not have and that he could not have".[114] Praljak provides no support or further explanation for his submission in this regard, thus I consider his argument to be without merit.

35. Turning to Praljak's assertion that the Registrar "needs to present evidence that the Accused has [...] failed to bring to [the Registrar's] attention some of his assets",[115] I recall that the burden of proof is on the applicant for legal aid to demonstrate his inability to remunerate counsel.[116] Once the applicant has provided information regarding his inability to remunerate counsel, the burden of proof shifts to the Registrar to prove otherwise, based on the balance of probabilities.[117] More specifically, in considering a request for legal aid, the Registrar is required to evaluate the relevant information and to determine whether, more probably than not, what is asserted is true.[118] I recall in this regard that

> [s]atisfaction that what is asserted is more probably true than not will in turn depend on the nature and the consequences of the matter to be proved. The more serious the matter asserted, or the more serious the consequences flowing from a particular finding, the more difficult it will be to satisfy the relevant tribunal that what is asserted is more probably true than not.[119]

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[114] Motion for Review, para. 37.
[115] Motion for Review, para. 39. *See also* Motion for Review, paras 38, 40-41.
[116] *See supra*, para. 10.
[117] *Žigić* Decision, para. 12.
[118] *Žigić* Decision, para. 12.
[119] *Žigić* Decision, para. 12.

Accordingly, the Registrar was required to determine whether the relevant information regarding Praljak's assets, including Praljak's own valuations and explanations, was more probably true than not. I will examine the Registrar's application of this principle in more detail below, when discussing the individual resources taken into account in the Decision on Means.

36. Regarding the length of time it took for the Registrar to issue the Decision on means, I first note that Praljak is unconvincing insofar as he submits that the Registrar should not have taken so long to determine that Praljak had the means to remunerate counsel.[120] While I consider eight years an inordinately long time to come to a determination on an accused's ability to remunerate counsel, I note that Praljak consistently frustrated the Registrar's investigation into his means, refusing to provide information and refusing to comment on information gathered by the Registrar when offered the opportunity to do so.[121] I thus consider that Praljak significantly contributed to the delay in the issuance of the Decision on Means.

37. I similarly find unpersuasive Praljak's assertion that he probably would have chosen to represent himself or to only have one counsel had he known in advance that he would be require to reimburse the Tribunal for the costs incurred for the defence of his case.[122] As set out above, I do not find Praljak's reliance on the Decision Assigning Counsel as the final determination of the question regarding his entitlement to legal aid reasonable, given the ongoing nature of the investigation into his means and the express language of the Trial Chamber's Decision on Assignment of Counsel.[123] Accordingly, I am of the view that Praljak should have remained aware of the possibility that the Registrar could come to an adverse determination regarding his eligibility for legal aid. Moreover, I recall that Praljak's continued frustration of the investigation into his means significantly contributed to the delay in the issuance of the Decision on Means.[124] I also note that while Praljak relies on certain cases to show that the Registrar unfairly investigated his means after counsel was assigned to him in the interest of justice,[125] these cases involve factual scenarios not present here. Specifically, Praljak refers to cases in which the accused did not apply for legal aid but were assigned counsel in the interests of justice since they had chosen to represent themselves.[126] In light of the foregoing, I do not consider that the length of the time the Registrar took to investigate Praljak's means and to issue the Decision on Means constitutes grounds upon which to quash the decision.

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[120] *See* Motion for Review, paras 37, 112.
[121] *See* Decision on Means, pp. 2-3; Appendix I, para. 39. *See also* Decision on Assignment of Counsel, para. 13. *Cf. Krajišnik* Decision, para. 19.
[122] *See* Motion for Review, paras 112-113.
[123] *See supra*, para. 32
[124] *See* Decision on Means, pp. 2-3; Appendix I, para 39. *See also* Decision on Assignment of Counsel, para. 13.
[125] *See* Motion for Review, para. 116.
[126] *See Karadžić* Decision on Assignment of Counsel; *Šešelj* Decision on Assignment of Counsel.

38. With respect to Praljak's assertion that it would be against the interests of justice to deny him counsel at the appeal phase of his case, I first note that the withdrawal of assigned counsel following the issuance of the trial judgement was suspended until a final decision was rendered with respect to the Motion for Review.[127] I also recall that the present review is concerned with the reasonableness of the Registrar's determination that Praljak is capable of remunerating counsel.[128] In light of my finding that, as a general matter, the Registrar was reasonable in determining that Praljak is able to remunerate counsel and thus is not eligible for legal aid,[129] I consider Praljak's claim that it is against the interests of justice to deny him counsel to be without merit.

39. Finally, turning to the Registrar's authority to order the reimbursement of legal aid provided to Praljak, I recall that Rule 45(E) of the Rules provides that

> [w]here a person is assigned counsel and is subsequently found not to be lacking the means to remunerate counsel, the *Chamber* may, *on application by the Registrar*, make an order of contribution to recover the cost of providing counsel.[130]

In this regard, I observe that the Decision on Means states that the Registrar "decides that the Accused shall reimburse the Tribunal [...] and directs the Accused to do so promptly".[131] A plain reading of the Decision on Means reflects that the Registrar ordered Praljak to reimburse the Tribunal for the amount owed. While this may constitute "Registry practice" to avoid "unnecessary motion practice",[132] the Registrar's order contravenes the clear wording of Rule 45(E) of the Rules, which requires the Registrar to apply to the relevant chamber, which may then make an order of contribution to recover the cost of providing counsel. I therefore consider that the Registrar exceeded his authority by ordering Praljak to reimburse the Tribunal, rather than applying to the relevant chamber. The impact of this error will be considered later in this decision.

C. Determination of Praljak's Assets

40. Turning to the Registrar's assessment of Praljak's available resources, I consider below Praljak's submissions as they relate to particular assets relied upon in the Decision on Means. I recall at the outset that in assessing an accused's means for the purpose of an application for legal aid, the Registrar must consider all of the relevant information and make a determination on the balance of probabilities.[133] More specifically, in considering a request for legal aid, the Registrar is required to evaluate the relevant information and to determine whether, more probably than not,

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[127] Interim Order, p. 1.
[128] *See supra*, para. 6.
[129] *See infra*, para. 82.
[130] Emphasis added.
[131] Decision on Means, p. 7.
[132] Response, para. 56.
[133] *See supra*, para. 36.

what is asserted is true.[134] I further recall that an appeal of an administrative decision made by the Registrar is not a rehearing.[135] Accordingly, the appellant bears the onus of persuasion, and he must show that the alleged error occurred and that the error significantly affected the administrative decision to his detriment.[136]

1. Kraljevac Properties

(a) Submissions

41. Praljak submits that the properties at Kraljevac 35/35a/37 in Zagreb ("Kraljevac properties") should not be included in his disposable means for a number of reasons.[137] Praljak concedes that he lived at the Kraljevac properties before his arrest, that this continues to be listed as his address, and that his wife currently lives there.[138] However, Praljak submits that the property is owned by third parties and thus does not qualify as his principal home as defined in Article 4 of the Registry Policy.[139] Praljak admits that he "enjoys" part of the assets at Kraljevac, but he asserts that neither he nor anyone with whom he habitually resides enjoys the properties as owners, and none of them have the freedom to dispose of the properties.[140] In this regard, Praljak contends that the Registrar should have taken into account Croatian law when determining the rights Praljak has with respect to this property.[141] Praljak also asserts, relying on the case of *Prosecutor v. Momčilo Krajišnik*,[142] that the crucial question is not whether he can use the house but whether he "can sell it, rent it or mortgage it in order to secure funds needed for his defence".[143] Finally, Praljak denies that he transferred any part of the property to his wife for the purpose of concealment and notes that the Registrar does not consider that other parts of the property are owned by third parties.[144] In these circumstances, Praljak submits that the Registrar should not have included the property, which was valued at €682,659, in the assessment of his assets.[145]

42. The Registrar responds that Praljak was the owner of the Kraljevac property beginning in late 1999 until he transferred ownership to his wife pursuant to a deed of gift dated and signed on 6 February 2002 and notarized on 29 March 2004.[146] The Registrar submits that, according to the

[134] *See supra*, para. 35.
[135] *See supra*, para. 6.
[136] *See supra*, para. 7.
[137] *See* Motion for Review, paras 49-65.
[138] Motion for Review, para. 49.
[139] Motion for Review, paras 50-54.
[140] Motion for Review, paras 56-59, 64-65. *See also* Reply, paras 36, 38-41.
[141] Motion for Review, paras 58-59.
[142] Motion for Review, para. 64, *citing Krajišnik* Decision, para. 28.
[143] Motion for Review, para. 64
[144] Motion for Review, paras 61-64.
[145] Motion for Review, paras 60-63, 65. *See also* Reply, para. 41.
[146] Response, paras 68-69, n 87.

Croatian land registry, Praljak's wife was never a registered owner of the property[147] and notes that she subsequently transferred the property to Praljak's step-son within days of receiving the deed,[148] thus placing the property outside the Registry's reach for purposes of determining Praljak's disposable assets.[149] In this context, the Registrar refers to Section 5(f) of the Registry Policy, which allows him to include transferred property as part of a legal aid applicant's disposable means if the purpose of the transfer was to remove the property from consideration.[150] The Registrar thus submits that, taking into account all the relevant information and on the balance of probabilities, he reasonably concluded that Praljak transferred ownership of the Kraljevac properties for the purpose of concealment.[151]

43. The Registrar further contends that Praljak's reliance on the Krajišnik Decision is inapposite because the Trial Chamber took into account a number of factors in that case which are not present in Praljak's case.[152] The Registrar also submits that Praljak benefited from having the Kraljevac property designated as his principal family home since, according to the Registry Policy, the Registrar considered the value of the Kraljevac property only to the extent it exceeded the average living space for two persons in Croatia instead of considering 100% of the property's value.[153]

44. In reply, Praljak maintains, *inter alia*, that the Krajišnik Decision is relevant to his situation.[154] More specifically, Praljak claims that, similar to Krajišnik, the actual owners of the contested properties are not under his control, and he cannot force them to sell the properties and give him the proceeds.[155]

(b) Discussion

45. First, I note that Section 5(f) of the Registry Policy provides that in determining a legal aid applicant's disposable means, the Registrar may include any assets previously owned by an applicant that were transferred to another person for the purpose of concealing them.[156] More specifically, the Registrar may consider whether the applicant transferred assets to avoid his

[147] Response, para. 69.
[148] Response, para. 74.
[149] *See* Response, para. 79.
[150] Response, para. 70. *See also* Response, paras 71-72.
[151] Response, paras 73-77.
[152] Response, paras 80-81.
[153] Response, paras 86-87.
[154] Reply, para. 40.
[155] Reply, para. 40.
[156] Section 5(f) of the Registry Policy (noting that assets included in disposable means incorporate "any assets previously owned by the applicant, his spouse and persons with whom he habitually resides [...] where the applicant, his spouse or the persons with whom he habitually resides assigned or transferred any interest in those assets to another person for the purpose of concealing those assets").

obligations under the Directive or otherwise to conceal or obfuscate the extent of his own assets,[157] which may be indicated by such factors as whether valuable assets were transferred for no consideration.[158] I note in this regard that Praljak transferred the Kraljevac property to his wife for no consideration, who in turn transferred the property to Praljak's step-son within two days, also for no consideration.[159] I further note that Praljak's wife was never registered as an owner of the property and that by transferring the property to his step-son, Praljak attempted to make the asset unavailable to the Registrar for purposes of calculating Praljak's disposable means. In these circumstances, I am of the view that the Registrar acted reasonably in concluding that the property was transferred for purposes of concealment. I further consider that while Praljak submits that he is unable to dispose of the property, the Registrar, pursuant to Section 5(f) of the Registry Policy, may nevertheless include any asset that has been transferred for the purpose of concealment as part of a legal aid applicant's disposable means.[160]

46. Second, I find reasonable the Registrar's determination that the Kraljevac property be designated as Praljak's principal family home. I note that the Registry Policy defines a principal family home as "the principal place of residence of the applicant, his spouse or persons with whom he habitually resides, owned by the applicant, his spouse or persons with whom he habitually resides; usually where the applicant would reside if he were not in custody".[161] While Praljak claims that he does not actually own the properties, I recall that the Registrar reasonably concluded that Praljak transferred ownership of the properties for the purpose of concealment. In addition, I note that Praljak concedes that his wife resides at the property and that it continues to be his address in Croatia.[162] For the foregoing reasons, I find that the Registrar acted reasonably in designating the Kraljevac properties as Praljak's principal family home and including the properties as part of his disposable means.

2. Proceeds of the Sale of the Property at Ilica 109

(a) Submissions

47. Praljak advances several contentions to support his claim that the proceeds of the sale of the property located at Ilica 109 should not have been considered part of his assets.[163] In particular, Praljak submits that he transferred the property at Ilica 90 ("Ilica property") to his wife by deed of

[157] *See Krajišnik* Decision, para. 22.
[158] *See* Decision on Request for Review, para. 20.
[159] Appendix I. paras 52-53.
[160] *See supra*, n. 153.
[161] Section 4 of the Registry Policy.
[162] Motion for Review, para. 49.
[163] *See* Motion for Review, paras 66-75.

gift and thus that, according to Croatian law, the Ilica property cannot be considered marital property.[164] Praljak further contends that he did not transfer the Ilica property to his wife for purposes of concealment because the transfer was concluded on 27 February 2002, before the issuance of the indictment against him.[165] Praljak also asserts that there is nothing to suggest that either he or his wife remains in possession of the proceeds from the sale of the Ilica property and that, in any event, the proceeds are earmarked to pay defence costs that he incurred before he was assigned Tribunal-paid counsel.[166]

48. The Registrar responds that, on the balance of probabilities, it was reasonable to conclude that the proceeds from the sale of the Ilica property form part of Praljak's disposable means.[167] The Registrar submits that Praljak provided contradictory information about the property. Specifically, the Registrar notes that Praljak first claimed he transferred the property to his wife by a deed of gift, resulting in the property being considered her separate property, and then subsequently stated that he transferred the Ilica property to his wife for consideration and thus the transfer was not for the purpose of concealment.[168] The Registrar accepts Praljak's proposition that he gifted the property to his wife but maintains that the transfer, which was made for no consideration at a time when Praljak was under investigation and "expected to be indicted by the Tribunal", was for the purpose of concealment.[169]

49. The Registrar also submits, *inter alia*, that Praljak made contradictory claims with respect to the proceeds from the sale of the Ilica property.[170] In particular, the Registrar notes Praljak's assertion that he spent the proceeds on the cost of his defence, which conflicts with his subsequent claim that the purchaser of the Ilica property did not provide him with the proceeds of the sale.[171] Moreover, Praljak later submitted that "he did not know the disposition of the proceeds because the funds belonged to his wife".[172] The Registrar further notes that Praljak has never supplied objective evidence of the payments made to counsel for his defence.[173]

50. In reply, Praljak emphasizes, *inter alia*, that "[t]he only relevant question regarding the proceeds of the sale of the property at Ilica is whether [he] actually has the amount" as indicated in

[164] Motion for Review, paras 67-69.
[165] Motion for Review, paras 70-71. *See also* Reply, para. 44.
[166] Motion for Review, paras 72-75. *See also* Reply, paras 45-49.
[167] Response, paras 90-108.
[168] Response, para. 91.
[169] Response, paras 92-95. *See also* Response, para. 75.
[170] Response, paras 98-99, nn. 134, 137.
[171] Response, paras 98-99.
[172] Response, para. 99.
[173] Response, paras 96-107.

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the Decision on Means,[174] and he asserts that he provided the Registrar with the necessary documentation to prove that he used the proceeds of the sale to pay his legal fees.[175] Praljak also submits that the Registrar could have asked the defence counsel for evidence of payment but that, in any event, the amount paid to counsel is covered by attorney-client privilege and thus can only be revealed in "special circumstances".[176]

(b) Discussion

51. I recall that the Registrar may take into account whether valuable assets were transferred without consideration when determining whether the applicant transferred assets for the purpose of concealment.[177] I note in this regard that Praljak appears to concede that he transferred the Ilica property to his wife for no consideration, by a deed of gift.[178] I further note, however, that Praljak provided contradictory information to the Registrar regarding the transfer of the Ilica property to his wife, at one point claiming that he received consideration from his wife in exchange for the property.[179] With respect to the timing of the transfer, I note that Praljak transferred the property when he was under investigation and is likely to have been aware that he would be indicted by the Tribunal.[180] In this context, I consider that the Registrar was reasonable in determining that Praljak transferred the Ilica property to his wife for the purpose of concealment and thus could be included as part of Praljak's disposable means.

52. I further note that Praljak provided contradictory information regarding the manner in which he used the proceeds of the sale and has failed, throughout the investigation into his means, to provide objective evidence of the manner in which he claims to have used the proceeds.[181] In view of the foregoing, I find that the Registrar acted reasonably in concluding, on the balance of probabilities, that the sale of the proceeds of the Ilica property form part of Praljak's disposable assets.

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[174] Reply, para. 42.
[175] Reply, paras 46-50.
[176] Reply, para. 47.
[177] *See Krajišnik* Decision, para. 22; Decision on Request for Review, para. 20.
[178] *See* Motion for Review, paras 67, 70.
[179] Appendix I, paras 81-84.
[180] Case No. IT-04-74-PT, T. 19 July 2004, p. 80 (pre-trial hearing statement by Praljak's counsel that Praljak "has been aware for a long time that [the] investigation is targeting him and that an indictment is very likely").
[181] Appendix I, paras 85-89, 95-96.

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3. Čapljina Property

(a) Submissions

53. Praljak does not contest that he owns the property in Čapljina, Bosnia and Herzegovina ("Čapljina property").[182] However, Praljak claims that since Article 19 of the Directive applies to the Registrar's modification of his legal aid, the Registrar is precluded from examining assets that were already disclosed to the Registrar at the time of the Decision Assigning Counsel, including the Čaplina property.[183] More specifically, Praljak asserts that he disclosed the Čapljina property in his 2004 Request for Legal Aid, thus the Registrar should not have included the property in the "reconsideration of the [Decision Assigning Counsel]".[184] Praljak submits that in any case, the Registrar should not have taken into account the Čapljina property because it has been mortgaged and its current value "is not clear".[185] More specifically, Praljak contends that the Registrar should have considered the mortgage on this property and asserts that the Registrar cannot hold the fact that Praljak failed to register the mortgage in the Croatian land registry against him, given that the burden is on the lender to register a mortgage.[186] Praljak also submits that the Registrar cannot discard evidence of the loan repayment contract without providing solid evidence that the contract does not comport with Croatian law.[187] Praljak thus avers that while he owns the property, the current value is unclear and the mortgage prevents him from freely disposing of it.[188]

54. In response, the Registrar submits that Praljak does not dispute his ownership of the Čapljina property and that the Decision on Means was based on the value set forth in Praljak's 2004 declaration of means.[189] The Registrar reiterates that the Decision on Means, rather than the Decision Assigning Counsel, was the first substantive decision regarding Praljak's eligibility for legal aid, thus it was appropriate to include the Čaplina property in determining his available means.[190] With regard to any encumbrance on the property, the Registrar submits that, on the balance of probabilities, the relevant information indicates that Praljak used the alleged mortgage as an attempt to minimize the value of the Čapljina property.[191] In particular, the Registrar submits that Praljak did not meet his burden of establishing that a valid encumbrance on the property exists,

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[182] Motion for Review, para. 76.
[183] Motion for Review, paras 43-45, 76, n. 38. *See also supra*, paras 17, 19.
[184] Motion for Review, para. 76.
[185] Motion for Review, para. 77
[186] Motion for Review, paras 78-79.
[187] Motion for Review, para. 80.
[188] Motion for Review, para. 82. *See also* Reply, paras 53-54.
[189] Response, para 109.
[190] Response, para. 110.
[191] Response, paras 116-117.

noting that there is no record that the alleged mortgage was executed.[192] Finally, the Registrar observes that the value assigned to the Čaplina property was originally provided by Praljak and that it was Praljak's burden to demonstrate any change in the property's value.[193]

55. In reply, Praljak submits that the Registrar should not have ignored the mortgage based on its comportment with Croatian law since the alleged legal breach "may entail responsibilities for the management of the company that concluded such an agreement" rather than invalidate the agreement altogether.[194] However, Praljak contends that since the Registrar did not issue the Decision on Means within a reasonable period, it was the Registrar's responsibility to either carry out a new valuation of the property or at least request that Praljak provide an updated valuation.[195] By relying on the 2004 valuation instead, Praljak argues that the Registrar acted unreasonably.[196]

(b) Discussion

56. I note that Praljak's submission that the Registrar should not have considered the Čaplina property is premised on Praljak's belief that the Decision Assigning Counsel was a substantive decision on his eligibility for legal aid and thus that Article 19(B) applies to the Decision on Means. However, I recall my finding that the Decision on Means is the first substantive decision regarding Praljak's eligibility for legal aid and that Article 19(B) of the Directive accordingly does not apply to the Registrar's assessment of Praljak's disposable means.[197] I therefore consider that the Registrar acted in accordance with the Directive when he included the Čapljina property as part of Praljak's available means and that Praljak's disclosure of the property in the 2004 Request for Legal Aid is irrelevant in this regard.

57. With regard to the alleged encumbrances on the property, I note that Praljak has failed to provide objective evidence of the existence of a mortgage on the Čapljina property.[198] In these circumstances, I find that the Registrar was reasonable to conclude that, on the balance of probabilities, no encumbrances on the property exist.

58. I similarly find that the Registrar was reasonable in relying on Praljak's assessment of the Čapljina property's value, estimated at €23,907, as provided in his declaration in 2004. I recall in this regard that the burden is on the applicant to "update his declaration of means at any time a

[192] Response, paras 111-119.
[193] Response, para. 121.
[194] Reply, para. 53.
[195] Reply, paras 56-57.
[196] *See* Reply, para. 58.
[197] *See supra*, para. 32.
[198] Appendix I, paras 219-222

change relevant to his declaration of means occurs".[199] I further recall that Praljak was provided with the opportunity to respond to the Registrar's findings on multiple occasions,[200] but he failed to demonstrate that a change in value of the Čapljina property occurred. I thus consider that the Registrar's inclusion of the Čapljina property as part of Praljak's disposable means was reasonable.

4. Pisak Property

(a) Submissions

59. Praljak does not contest his ownership of the property in Pisak ("Pisak property") and that its value was estimated at €32,644 in 2004.[201] However, Praljak claims that since he had already disclosed the Pisak property at the time of the Decision Assigning Counsel, Article 19 of the Directive precludes the Registrar from considering the property in the context of the Decision on Means.[202] Praljak further asserts that the Pisak property is the only property he owns in Croatia and is the only location where he and his wife "could live safely".[203] Consequently, Praljak submits that the Registrar should not have taken into account the Pisak property in Praljak's disposable means "as it is the principal property guaranteeing a decent life to [him] and his spouse".[204] Finally, Praljak asserts that the current value of the Pisak property is currently unclear, noting that he has only been able to attend the property twice in the last nine years.[205]

60. In response, the Registrar submits that Praljak does not dispute his ownership of the Pisak property and that the Decision on Means reasonably relied on the value set forth in Praljak's 2004 declaration of means.[206] The Registrar also reiterates that it was appropriate to consider the Pisak property since the Decision on Means was the first substantive decision regarding Praljak's eligibility for legal aid.[207] The Registrar further maintains that the balance of probabilities indicates that Praljak and his wife remain the true owners of the Kraljevac property and that this property should be considered as the principal family home.[208] The Registrar submits that even if the Pisak property were designated as the principal family home, this would not alter the final calculation of Praljak's means since a reduction for the principal home was already taken into account in the

[199] Article 7(E) of the Directive.
[200] *See* Appendix I, para. 39.
[201] Motion for Review, para. 83.
[202] *See* Motion for Review, paras 43-45, 83.
[203] Motion for Review, para. 84.
[204] Motion for Review, para. 85.
[205] Motion for Review, paras 86-87.
[206] Response, para. 122.
[207] Response, para. 123
[208] Response, para. 126. Specifically, the Registrar asserts that Praljak and his wife continued to reside there without the payment of rent and Praljak continued payment of property expenses. Response, para 126.

valuation of the Kraljevac property.[209] The Registrar also submits that the burden is on Praljak to demonstrate any change in value of the Pisak property.[210]

61. In reply, Praljak asserts that since the Registrar did not establish his means within a reasonable period, the Registrar should have either conducted a new valuation of the property or requested an updated valuation from Praljak.[211] Thus, according to Praljak, the Registrar was unreasonable to rely on the 2004 valuation of the property.[212] Praljak also maintains that since the Kraljevac property does not belong to him, it should not be included as part of the assessment of disposable means, and that, accordingly, the Pisak property should be revaluated to establish its current value as his principal family home.[213]

(b) Discussion

62. With respect to Praljak's submission that Article 19 precludes the Registrar from considering the Pisak property in the Decision on Means, I again recall my finding that the Decision on Means is the first substantive decision regarding Praljak's eligibility for legal aid, thus Article 19(B) of the Directive does not apply to the Registrar's assessment of Praljak's disposable means.[214] I therefore consider it irrelevant that Praljak disclosed the Pisak property in his 2004 Request for Legal Aid, and I find that the Registrar acted in accordance with the Directive when he included the property as part of Praljak's available means.

63. I also recall my finding that the Registrar reasonably designated the Kraljevac property as Praljak's principal family home,[215] and I am not persuaded by Praljak's submissions that the Pisak property should have been designated as the principal family home instead. Indeed, Praljak expressly concedes that his "current principal home [...] is in Zagreb".[216] Moreover, I note that the Registrar's assessment of Praljak's disposable means would not change whether the Pisak property or the Kraljevac property is designated as Praljak's principal family home.[217] Accordingly, I consider that the Registrar acted reasonably in concluding, on the balance of probabilities, that the Pisak property is not Praljak's principal family home.

64. I similarly find that the Registrar was reasonable to rely on the valuation of the property, estimated at 32,644 euros, as provided by Praljak in 2004. I recall in this regard that the burden is

[209] Response, para. 127.
[210] Response, para. 131.
[211] Reply, paras 61-62.
[212] *See* Reply, para. 63.
[213] Reply, paras 64-65.
[214] *See supra*, para. 32.
[215] *See supra*, para. 47.
[216] *See* Motion for Review, para. 84.

on the legal aid applicant to "update his declaration of means at any time a change relevant to his declaration of means occurs".[218] Lastly, I recall that Praljak was provided with the opportunity to respond to the Registrar's findings on multiple occasions, but he failed to demonstrate that a change in value of the Pisak property occurred.[219]

5. Yacht

(a) Submissions

65. Praljak challenges the Registrar's consideration of the yacht as part of his disposable means on two grounds. First, Praljak maintains that he legitimately transferred ownership of the yacht to a third party and thus is unable to dispose of it.[220] In addition, Praljak claims that the Registrar's estimate of the yacht's value is outdated and is "completely arbitrary and is not based on the real value of the asset of which, in any case, [he] is not able to dispose".[221]

66. In response, the Registrar notes that the yacht was originally purchased in 1995 and was subsequently restored, thus increasing its value considerably.[222] Following a request by the Registrar, Praljak provided an expert appraisal which valued the yacht at €39,934.74 in 2004.[223] The Registrar submits that Praljak gave contradicting and unsubstantiated accounts regarding his ownership of the yacht, noting, *inter alia*, that Praljak provided conflicting documentation of the purported sale of the yacht to his cousin and thus failed to provide evidence of payment for the yacht.[224] Accordingly, the Registrar maintains that he was reasonable in concluding, on the balance of probabilities, that Praljak transferred the yacht for no consideration, to a family member, for the purpose of concealing the asset.[225] Moreover, the Registrar considers Praljak's admission that he expended his own funds to restore the yacht as strong evidence that he continues to act as an owner.[226] Lastly, the Registrar contends that the burden rests on Praljak to prove any change in value of the yacht.[227]

67. Praljak replies that the only relevant issue in this case is the establishment of his current disposable means, of which the yacht does not form part.[228] According to Praljak, the Registrar

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[217] Response, para. 127
[218] Article 7(E) of the Directive.
[219] *See* Appendix I, para. 39.
[220] Motion for Review, paras 88-89. *See also* Reply, paras 66-67.
[221] Motion for Review, para. 90. *See also* Reply, para. 68.
[222] Response, para 132.
[223] Response, para. 133.
[224] *See* Response, paras 133-143.
[225] Response, paras 143, 147.
[226] Response, para. 146.
[227] Response, para. 148
[228] Reply, paras 66-67.

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concedes that Praljak does not currently own the yacht, and Praljak further submits that the Registrar does not indicate how he, in the absence of any right to ownership, could dispose of the yacht and obtain the proceeds.[229] Praljak also asserts that the Registrar should have revaluated the yacht or requested Praljak to do so.[230]

(b) Discussion

68. Turning first to the issue of concealment, I recall that the Registrar may take into account whether valuable assets were transferred without consideration when determining whether the applicant transferred assets for the purpose of concealment.[231] I note in this regard that Praljak did not provide evidence of any payment in exchange for the sale of the yacht to a third party and that the information gathered by the Registrar provides contradicting accounts of the purported sale of the yacht.[232] In these circumstances, I consider that the Registrar acted reasonably when he concluded that the yacht was transferred for the purpose of concealment. I similarly find that the Registrar was reasonable in relying on Praljak's assessment of the yacht, estimated to be worth €39,935. I recall in this regard that the burden is on the legal aid applicant to "update his declaration of means at any time a change relevant to his declaration of means occurs".[233] I further recall that Praljak was provided with the opportunity to respond to the Registrar's findings on multiple occasions, but he failed to demonstrate that a change in value of the yacht occurred.[234] Finally, insofar as Praljak asserts that he is currently unable to dispose of the yacht, I recall that my review of the Decision on Means is not a rehearing.[235] Indeed, my review is limited to considering whether, in light of the factors enumerated above, the Registrar was reasonable in concluding that Praljak was able to remunerate counsel.[236] I also recall that once it has been established that an asset was transferred for the purpose of concealment, that asset may be included as part of a legal aid applicant's disposable means, even though the applicant no longer owns it.[237]

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[229] Reply, para. 67.
[230] Reply, para. 68.
[231] *See Krajišnik* Decision, para. 22; Decision on Request for Review, para. 20.
[232] *See* Appendix I, paras 176-186.
[233] Article 7(E) of the Directive.
[234] *See* Appendix I, para. 39.
[235] *See supra*, para. 6 I again note that should Praljak believe that he currently does not possess the means to remunerate counsel, he may submit a new application for legal aid to the Registrar.
[236] *See supra*, para. 6.
[237] *See supra*, para. 45, n. 153.

6. Funds in the Dresdner Bank Accounts

(a) Submissions

69. In challenging the Registrar's assessment of the funds held at Dresdner Bank, Praljak first asserts that he could not have informed the Registrar of the bank accounts because he had no knowledge of them.[238] After being notified of the accounts, Praljak submits that he adequately demonstrated that the money does not belong to him, relying in particular on a notarised statement provided by Mr. Milenko Malić ("Malić Statement").[239] Praljak asserts that the Registrar's request for proof of the validity of the Malić Statement constituted an abuse of power, claiming that the request was for "proof of proof" and that the Registrar simply could have asked Mr. Malić about the truthfulness of his statement.[240] Praljak also contends that the Registrar does not indicate what the current situation of the accounts is, where the money is at the moment or when the Registrar last checked the balance of the accounts.[241] Finally, Praljak argues that the Registrar included in Praljak's disposable means an amount that exceeds the overall balance of the accounts.[242]

70. The Registrar maintains that all of the relevant evidence demonstrates that, on the balance of probabilities, Praljak owns and controls the funds in the Dresdner accounts.[243] In particular, the Registrar submits that in 2009, per Praljak's instruction, funds in the amount of €69,500 were transferred from the Dresdner accounts to Praljak's counsel and that Praljak's counsel, pursuant to another instruction from Praljak, subsequently transferred the funds to an undisclosed third party, later revealed to be the Praljak's step-son.[244] According to the Registrar, Praljak nevertheless continued to claim that the funds did not belong to him and that he had no knowledge of their origin.[245] The Registrar also notes that the Malić Statement states that Praljak's step-son transferred money in 2010 to Mr. Malić as return of funds gathered in the early 1990s for the Croatian Defense Council.[246] However, the Registrar submits that Praljak failed to provide reliable and independent substantiation of the claims with respect to the original transfer of the funds to Mr. Malić in the 1990s and that the Malić Statement provides implausible information regarding the funds.[247]

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[238] Motion for Review, paras 91-92.
[239] Motion for Review, para 92.
[240] Motion for Review, para. 93
[241] Motion for Review, para. 94.
[242] Motion for Review, para. 95.
[243] Response, para. 159. *See also* Response, paras 151-158, 160-162.
[244] Response, paras 152-154.
[245] Response, para. 155.
[246] Response, para. 156.
[247] Response, paras 158-160.

Finally, the Registrar notes that the valuation of the funds was based on information provided by Praljak's counsel.[248]

(b) Discussion

71. I recall that in assessing Praljak's assets, the Registrar was required to evaluate all the relevant information and make a determination on the balance of probabilities as to the truthfulness of that information.[249] I note in this regard that the Registrar took into account the information contained in the Malić Statement, as well as information provided by Praljak's counsel. I further observe that the Malić Statement included information that appeared implausible in light of the fact that the amount of funds allegedly collected on behalf of the Croatian Defense Council in the 1990s was almost the same amount of the funds contained in the Dresdner accounts in 2010.[250] In these circumstances, I find that the Registrar was reasonable in requesting that Praljak provide additional proof to corroborate the information contained in the Malić statement, and I note that Praljak failed to provide such corroboration. I thus consider that the Registrar, taking all of the relevant information into consideration, was reasonable to conclude that it was more probable than not that Praljak owned the funds and accordingly took them into account when assessing Praljak's disposable means.

72. With regard to the Registrar's valuation of the funds in the Dresdner accounts, I am not persuaded that the balance of the accounts as reflected in the Decision on Means is incorrect, considering that the Registrar's assessment was based on Praljak's own information.[251]

7. Oktavijan Company

(a) Submissions

73. Praljak submits that he does not own any of the Oktavijan company's basic capital or business shares.[252] More specifically, Praljak submits that he authorised the Tribunal to sell, on his behalf, any shares of the Oktavijan company that belonged to him.[253] Praljak contends that the Registrar has acknowledged that he transferred all of his shares to his brother in 2001, well before an indictment was issued against Praljak.[254] In addition, Praljak contests the Registrar's valuation of the company. First, Praljak argues that the Registrar should have taken into account the valuation of

[248] Response, para. 160.
[249] *See supra*, para. 36.
[250] *See* Reponse paras 157, 160.
[251] *See* Response, para. 160. *See also* Appendix I, para 202
[252] Motion for Review, paras 98-102, 105. *See also* Reply, paras 76, 79
[253] Motion for Review, para. 98.
[254] Motion for Review, paras 99, 102. *See also* Reply, para. 74.

the financial agency of the Republic of Croatia when assessing the value of the Oktavijan company.[255] Moreover, Praljak argues that since the company runs the risk of insolvency and is subject to a mortgage, the company's actual value is lower than the Registrar's estimated value.[256]

74. In response, the Registrar maintains that Praljak is the true owner of the Oktavijan company, claiming that Praljak transferred his share of the company for the purpose of concealment.[257] According to the Registrar, Praljak was the sole shareholder of Oktavijan company until he transferred his entire share to a close family member for no consideration.[258] The Registrar maintains that Praljak remained in control of the company, notwithstanding this transfer, and Praljak consistently failed to provide evidence to the contrary.[259] The Registrar accordingly submits that it was reasonable to consider that the transfer of Oktavijan for no consideration to a family member was conducted for the purpose of concealment.[260] The Registrar further asserts that, with respect to the assessment of the company's value, "all factors creating economic value in relation to Oktavijan were assessed with respect to whether they were attributable to the Accused".[261] Following this assessment, the Registrar contends that it was reasonable to determine, on the balance of probabilities, that "the personal loans [Praljak] made to Oktavijan, and the value of [Praljak]'s basic capital in Oktavijan following his transfer of a personal asset to the company for no consideration, form a part of his disposable means".[262]

75. Praljak replies that the Registrar did not provide any indicia that he maintained control over Oktavijan.[263] Praljak also asserts that the Registrar shows a complete lack of understanding of the value of a commercial company.[264] Lastly, Praljak contends that he provided the Registrar with sufficient information about the mortgage on the company, which thus should have been taken into account when calculating the value of Oktavijan.[265]

(b) Discussion

76. I recall that in determining whether the applicant transferred assets for the purpose of concealment, the Registrar may take into account whether valuable assets were transferred without

[255] Motion for Review, para. 103.
[256] Motion for Review, para. 104. *See also* Reply, paras 77-79.
[257] Response, paras 164-167.
[258] Response, para. 164.
[259] Response, paras 164-165.
[260] Response, paras 166-167.
[261] Response, para. 168. *See also* Response, paras 169-184.
[262] Response, para. 185
[263] Reply, para. 76.
[264] Reply, para. 77.
[265] Reply, para. 78.

consideration.[266] I note in this regard that Praljak did not provide evidence of any payment in exchange for the sale of Oktavijan to his brother.[267] I further note that the information before the Registrar indicates that despite the transfer to his brother, and subsequently to other close family members, Praljak continued to exercise managerial authority over the company.[268] In these circumstances, I consider that the Registrar acted reasonably in concluding that the shares in the Oktavijan company formed part of Praljak's disposable means.

77. I also find that the Registrar was reasonable in calculating the value of Praljak's interest in the company. I note in this regard that the Registrar did in fact consider the company's risk of insolvency.[269] I further note that the alleged mortgage relates to a part of the company that the Registrar omitted from the assessment of Praljak's disposable means.[270] I therefore find that Praljak has not demonstrated that the Registrar came to an unreasonable determination of his assets in relation to the Oktavijan company.

8. Living Expenses

(a) Submissions

78. Praljak does not challenge the income calculated by the Registrar but submits that the Registrar erred in calculating his living expenses.[271] Specifically, Praljak contends that the Registrar incorrectly reduced the average household expenses in Croatia in order to reflect his two-member household, pointing out that some household expenses are the same irrespective of the amount of people in the household.[272] Moreover, the Praljak submits that the amount taken into account by the Registrar reflects the needs of an average Croatian household but fails to account for the situation where one of its members is detained in The Hague.[273] According to Praljak, the sum of his household expenses should include the cost of his wife's visits to The Hague.[274]

79. The Registrar responds that Praljak's expenses were determined in accordance with Section 10 of the Registry Policy, which is applied equally to all legal aid applicants.[275] The Registrar recognizes that Praljak's detention at the UNDU increases his living expenses, but the Registrar

[266] *See Krajišnik* Decision, para. 22; Decision on Request for Review, para. 20.
[267] Appendix I, paras 113, 123.
[268] Appendix I, paras 118-123.
[269] Appendix I, para. 150.
[270] Appendix I, paras 151, 154-155.
[271] Motion for Review, para. 106.
[272] Motion for Review, para. 106.
[273] Motion for Review, para 107.
[274] Motion for Review, para. 107.
[275] Response, para. 186. *See also* Response, paras 187, 189-190.

notes that the monthly allowance issued to UNDU detainees covers these costs.[276] With regard to Praljaks' wife's travel expenses, the Registrar contends that while such costs could be included in a legal aid applicant's household expenses, they were paid for by the Croatian government in Praljak's case.[277] According to the Registrar, Praljak did not submit any information to the contrary, nor did he claim these expenses as an offset to his income in his 2004 declaration of means or during the Registrar's investigation.[278] In any event, the Registrar asserts that the travel expenses generally considered by the Registry would not materially affect Praljak's means to pay the costs of his defence.[279]

(b) Discussion

80. I note that, pursuant to Section 10 of the Registry Policy, the standard formula for calculating a legal aid applicant's living expenses begins by establishing the average monthly expenditure of a household in the relevant country, based on official documentation from that country's government, and adjusting that amount to reflect the actual size of the applicant's household. Accordingly, I consider that the Registrar acted reasonably in assessing Praljak's living expenses based on the expenses of an average Croatian household, adjusted for a household of two members.[280] I further note that Praljak has not provided any further information or proof which demonstrates that he pays for his wife's travel to The Hague. Moreover, I note the Registrar's submission that even if Praljak does pay for his wife's travel expenses, it would not materially affect the calculation of is living expenses. Accordingly, I consider that Praljak failed to demonstrate that the Registrar took into account irrelevant information or erred in reaching his determination with respect to assessing Praljak's disposable income.

9. Conclusion

81. In light of the above, I find that Praljak has failed to demonstrate that the Registrar took into account irrelevant information, acted contrary to the Directive or Registry Policy, or that the Registrar acted against the interests of justice. Accordingly, I consider that the Registrar acted reasonably and find no basis for quashing the Decision on Means.

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[276] Response, para. 188
[277] Response, para. 191.
[278] Response, para. 191.
[279] Response, para. 192.
[280] *See* Appendix I, para. 229. *See also* Tolimir Decision, para. 40.

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VI. CONCLUSION

82. As set out above, I consider that the Registrar acted contrary to Rule 45(E) of the Rules by ordering Praljak to reimburse the Tribunal rather than applying to the relevant chamber for an order of contribution to recover the cost of providing counsel. Accordingly, the Registrar's decision with respect to this issue was erroneous. However, in all other respects, I find that the Decision on Means was reasonable and was made in conformity with the applicable legal provisions.

83. For the foregoing reasons, I:

GRANT the Motion for Review in part and **REVERSE** the Decision on Means insofar as it orders Praljak to reimburse the Tribunal;

DENY the Motion for Review in all other respects; and

ORDER the Registrar to provide Praljak with an itemization of the costs to be recovered.

Done in English and French, the English version being authoritative.

Done this 25th day of July 2013,
At The Hague,
The Netherlands.

Judge Theodor Meron
President

[Seal of the Tribunal]

IT-04-74-A
A 866 - A 858
13 May 2014

866
MR

UNITED
NATIONS

International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991

Case No. IT-04-74-A
Date: 13 May 2014
Original: English

IN THE APPEALS CHAMBER

Before: **Judge Theodor Meron, Presiding**
Judge Carmel Agius
Judge Patrick Robinson
Judge Fausto Pocar
Judge Liu Daqun

Registrar: **Mr. John Hocking**

Order of: **13 May 2014**

PROSECUTOR

v.

JADRANKO PRLIĆ
BRUNO STOJIĆ
SLOBODAN PRALJAK
MILIVOJ PETKOVIĆ
VALENTIN ĆORIĆ
BERISLAV PUŠIĆ

PUBLIC

ORDER ON THE REGISTRAR'S APPLICATION PURSUANT TO RULE 45(E) OF THE RULES

The Office of the Prosecutor:
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Counsel for the Defence:
Mr. Michael G. Karnavas and Ms. Suzana Tomanović for Mr. Jadranko Prlić
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Mr. Slobodan Praljak
Ms. Vesna Alaburić and Mr. Guénaël Mettraux for Mr. Milivoj Petković
Ms. Dijana Tomašegović-Tomić and Mr. Dražen Plavec for Mr. Valentin Ćorić
Mr. Fahrudin Ibrišimović and Mr. Roger Sahota for Mr. Berislav Pušić

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1. The Appeals Chamber of the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the former Yugoslavia since 1991 ("Appeals Chamber" and "Tribunal", respectively) is seised of the "Registrar's Application for the Recovery of Legal Aid Funds", filed publicly by the Registrar of the Tribunal ("Registrar") with a confidential and *ex parte* Annex on 20 January 2014 ("Application"). Slobodan Praljak ("Praljak") filed his response to the Application on 27 January 2014.[1] The Registrar filed his reply on 10 February 2014.[2]

I. BACKGROUND

2. On 13 September 2004, Praljak submitted a declaration of means to the Registry, pursuant to Article 7 of the Directive,[3] requesting the assignment of Tribunal-paid counsel on the basis that he did not have sufficient means to remunerate counsel ("Request for Legal Aid").[4] On 17 June 2005, the Deputy Registrar of the Tribunal ("Deputy Registrar") denied Praljak's Request for Legal Aid, finding that, by refusing to provide the information necessary for the Registry to complete the inquiries into his ability to remunerate counsel, Praljak had failed to meet his burden of proof.[5]

3. On 5 July 2005, Praljak filed a motion before Trial Chamber I of the Tribunal ("Trial Chamber I") to review the Deputy Registrar's 2005 Decision on Assignment of Counsel.[6] On 21 September 2005, Trial Chamber I upheld the Deputy Registrar's 2005 Decision on Assignment of Counsel, finding that: (i) Praljak had not discharged his burden of proving that he was unable to remunerate counsel; (ii) Praljak had persistently refused to provide the information requested by the Registry; and (iii) the decision of the Registry was "reasonable".[7]

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[1] Slobodan Praljak's Response to Registrar's Application for the Recovery of Legal Aid Funds, 27 January 2014 ("Response").
[2] Registrar's Submissions Regarding Slobodan Praljak's Response to the Registrar's Application for the Recovery of Legal Aid Funds, 10 February 2014 ("Reply").
[3] Directive on the Assignment of Defence Counsel, IT/73/Rev. 11, 11 July 2006 ("Directive").
[4] *See Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-T, Decision, 22 August 2012 (public with confidential and *ex parte* Appendix I and public Appendix II) ("Registrar's Decision on Means"), p. 1.
[5] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-PT, Decision, 17 June 2005, (public with confidential and *ex parte* Appendix I) ("Deputy Registrar's 2005 Decision on Assignment of Counsel"), pp. 2-3.
[6] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT -04-74-PT, Accused Slobodan Praljak's Motion for Review of the Deputy Registrar's Decision Dated 17 June 2005 Regarding Accused's Request for Assignment of Counsel, 5 July 2005 (confidential and ex *parte*).
[7] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-PT, Decision on Slobodan Praljak's Request for Review of the Deputy Registrar's Decision Dated 17 June 2005 Regarding the Accused's Request for Assignment of Counsel, 21 September 2005 (confidential and *ex parte*), paras 20-22, p. 10. A public redacted version was filed on 5 October 2005.

4. On 22 December 2005, the Registrar denied Praljak's request for reassessment of the Request for Legal Aid, finding that Praljak failed to provide the information necessary to complete a determination of indigence.[8]

5. On 5 January 2006, Praljak requested that Trial Chamber II of the Tribunal ("Trial Chamber II") review the Registrar's Decision of 22 December 2005, assign him defence counsel and provide him with "reasonable means necessary for (a reasonable) preparation of defence".[9] On 15 February 2006, Trial Chamber II granted Praljak's Request for Review of the Registrar's Decision of 22 December 2005 and ordered the Registry to assign him counsel in the interests of justice.[10] Furthermore, Trial Chamber II ordered Praljak to provide and substantiate answers to the Registry's and Trial Chamber II's questions concerning the financial means, if any, available to him.[11]

6. On 6 March 2006, the Deputy Registrar decided, without prejudice to Rule 45(E) of the Rules of Procedure and Evidence of the Tribunal ("Rules") and Article 18 of the Directive, to assign Tribunal-paid counsel to Praljak.[12]

7. On 22 August 2012, however, the Registrar decided that Praljak was ineligible for the assignment of Tribunal-paid counsel and was able to fully remunerate counsel.[13] The Registrar therefore withdrew the assignment of Praljak's counsel effective on the date of the rendering of the trial judgement in this case.[14] The Registrar also decided that Praljak shall reimburse the Tribunal for all legal aid funds previously incurred by the Tribunal in relation to Praljak's defence, totalling €3,293,347.49.[15]

8. On 22 January 2013, Praljak moved Trial Chamber III of the Tribunal ("Trial Chamber III") to review the Registrar's Decision on Means and fully restore his right to legal aid for the entire duration of the proceedings against him, including the appellate stage.[16] In the alternative, Praljak requested that the question of his means be remanded to the Registrar for reconsideration in the

[8] *See* Registrar's Decision on Means, p. 2.
[9] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-PT, Request by Slobodan Praljak for the Review of an Opinion of the Registrar of the Tribunal and Request for Assignment of Defence Counsel, 12 January 2006 ("Request for Review of the Registrar's Decision of 22 December 2005"), paras 22, 24.
[10] *Prosecutor v Jadranko Prlić et al.*, Case No. IT-04-74-PT, Decision on Assignment of Defence Counsel, 15 February 2006 (public with confidential Annex) ("Decision on Assignment of Counsel"), para. 12, p. 7.
[11] Decision on Assignment of Defence Counsel, para. 13, p. 7.
[12] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-PT, Decision, 7 March 2006 ("Deputy Registrar's Decision on Assignment of Counsel"), p. 2.
[13] Registrar's Decision on Means, p. 6.
[14] Registrar's Decision on Means, pp. 6-7.
[15] Registrar's Decision on Means, pp. 6-7.
[16] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-T, Slobodan Praljak's Motion for Review of the Registrar's Decision with a Request to Exceed Word Limit, 22 January 2013 (confidential and *ex parte* with confidential and *ex parte* Annexes) ("Motion for Review"), para. 124. The English translation was filed on 1 February 2013.

interests of justice.[17] On 24 January 2013, Trial Chamber III referred the Motion for Review to the President of the Tribunal ("President").[18]

9. On 29 May 2013, Trial Chamber III rendered its judgement in this case,[19] which triggered the withdrawal of Praljak's Tribunal-paid counsel pursuant to the Registrar's Decision on Means.[20] On the same day, however, the President issued an interim order staying the withdrawal of counsel pending resolution of the Motion for Review.[21]

10. On 28 June 2013, Praljak filed his notice of appeal against the Trial Judgement.[22]

11. On 25 July 2013, the President granted the Motion for Review in part and reversed the Registrar's Decision on Means insofar as it ordered Praljak to reimburse the Tribunal, finding that "the Registrar acted contrary to Rule 45(E) of the Rules by ordering Praljak to reimburse the Tribunal rather than applying to the relevant chamber for an order of contribution to recover the cost of providing counsel."[23] The President denied the Motion for Review in all other respects, concluding that the Registrar's Decision on Means was reasonable and in conformity with the applicable law.[24] The President also ordered the Registrar to provide Praljak with a detailed list of the legal aid costs sought to be recovered.[25]

12. On 12 September 2013, Praljak sought review of the President's Decision on Motion for Review.[26] Praljak argued that the President did not consider "any of the facts with which [he] challenged the Registrar's inaccuracies".[27] On 7 October 2013, the President denied Praljak's Request for Further Review, on the grounds that: (i) Praljak did not adduce "a new fact that was not considered" in the President's Decision on Motion for Review; and (ii) even if Praljak's Request for Further Review were treated as a motion for reconsideration, Praljak "fail[ed] to identify a clear error of reasoning" in the President's Decision on Motion for Review or "the existence of

[17] Motion for Review, para. 125.
[18] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-T, Decision on Slobodan Praljak's Motion for Review of the Registrar's Decision of 22 August 2012, 24 January 2013 (confidential and *ex parte*), p. 4. The English translation was filed on 29 January 2013.
[19] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-T, *Jugement*, 29 May 2013 ("Trial Judgement").
[20] Registrar's Decision on Means, pp. 6-7.
[21] *Prosecutor v. Jadranko Prlić et al.*, Case No. IT-04-74-T, Order Regarding Assignment of Defence Counsel to Slobodan Praljak, 29 May 2013 (confidential and *ex parte*), p. 1.
[22] Slobodan Praljak's Notice of Appeal, 28 June 2013.
[23] Decision on Slobodan Praljak's Motion for Review of the Registrar's Decision on Means, 25 July 2013 (confidential and *ex parte*) ("President's Decision on Motion for Review"), paras 82-83. A public redacted version was filed on 28 August 2013.
[24] President's Decision on Motion for Review, paras 38, 82-83.
[25] President's Decision on Motion for Review, para. 83.
[26] Correspondence from Mr. Praljak, 12 September 2013 (confidential and *ex parte*) ("Request for Further Review").
[27] Praljak's Request for Further Review, p. 2.

circumstances that justif[ied] reconsideration in order to prevent an injustice, as he merely repeat[ed] previously rejected arguments".[28]

13. On 13 December 2013, the Registrar invited Praljak to voluntarily comply with his obligation to reimburse the Tribunal for the costs of his defence, either in full or by instalments, within 30 days from the receipt of the Registrar's invitation.[29] The Registrar also provided Praljak with an itemization of the costs to be recovered, indicating that the total amount paid by the Tribunal for Praljak's defence up to and including the issuance of the President's Decision on Motion for Review on 25 July 2013 was €2,807,611.10.[30]

II. APPLICABLE LAW

14. Rule 45(A) of the Rules provides that "[w]henever the interests of justice so demand, counsel shall be assigned to suspects or accused who lack the means to remunerate such counsel." Rule 45(E) of the Rules provides that "[w]here a person is assigned counsel and is subsequently found not to be lacking the means to remunerate counsel, the Chamber may, on application by the Registrar, make an order of contribution to recover the cost of providing counsel".

15. Article 11(A) of the Directive provides as follows:

> (A) After examining the declaration of means referred to in Article 7 and any information obtained pursuant to Article 9, and having informed the suspect or accused of his findings with respect to those means, the Registrar shall determine whether and to what extent the suspect or accused is able to remunerate counsel, and shall decide, providing reasons for his decision:
>
> > (i) without prejudice to Article 19, to assign counsel from the list drawn up in accordance with Rule 45(B) of the Rules and Article 14; or
> > (ii) without prejudice to Article 19, that the suspect or accused disposes of means to partially remunerate counsel and to assign counsel, in which case the decision shall indicate which costs shall be borne by the Tribunal; or
> > (iii) not to grant the request for assignment of counsel.

16. Article 19(A) of the Directive states that "the Registrar may withdraw the assignment of counsel if information is obtained which establishes that the suspect or accused has sufficient means to remunerate counsel" and that in such cases, the Registrar may "recover the cost of providing counsel in accordance with Rule 45(E) of the Rules."

[28] Decision on Slobodan Praljak's Request for Further Review, 7 October 2013 ("Decision on Request for Further Review"), p. 2.
[29] Application, Annex (confidential and *ex parte*), pp. 1-3. *See also* Application, paras 7-8.
[30] Application, Annex (confidential and *ex parte*), pp. 1-2. *See also* Application, para. 7.

III. SUBMISSIONS OF THE PARTIES

17. The Registrar submits that Praljak is ineligible for legal aid because, after an investigation into his assets pursuant to Article 9 of the Directive, it was determined that he was able to contribute €6,456,980.00 to the costs of his defence in the proceedings against him.[31] The Registrar further submits that this determination, which was subjected to judicial review, was fully upheld by the President.[32] According to the Registrar, Praljak was given an opportunity to voluntarily refund the costs of his legal aid to the Tribunal, but did not respond to this offer.[33] The Registrar therefore requests the Appeals Chamber to make an order of contribution pursuant to Rule 45(E) of the Rules to Praljak in the amount of €2,807,611.10.[34]

authors remark: There was no judicial review because there was no translation

18. Praljak responds that, in light of the use of the word "may" in Rule 45(E) of the Rules, the Appeals Chamber has the discretion to decide whether or not an order of contribution should be issued.[35] He submits that, using that discretion in this case, the Appeals Chamber should deny the Registrar's request, on the ground that Praljak lacks the means to remunerate his defence counsel or to reimburse the Tribunal for the costs of his defence.[36] Praljak argues in this regard that: (i) his assets are not liquid; (ii) all of his assets, apart from two, are legally owned by third persons; and (iii) the two assets he owns himself were incorrectly valued and he is unable to dispose of them.[37] Praljak also requests that the Registrar be ordered to provide him with a detailed monthly breakdown of the legal costs sought to be recovered, reflecting the payments made for each member of the defence team.[38]

authors remark: That is not correct

19. The Registrar replies that the Appeals Chamber, in exercising its discretion under Rule 45(E) of the Rules, cannot "[s]hield a fully solvent accused from his duty to reimburse the Tribunal".[39] The Registrar adds that, even though Praljak's means have been determined to be disposable and that determination was upheld by the President, Praljak refuses to reimburse the Tribunal.[40] Further, the Registrar contends that Praljak's request for additional specification of the costs expended for his defence does not preclude and should not affect the issuance of an order of contribution by the Appeals Chamber.[41] The Registrar thus moves the Appeals Chamber to issue an

[31] Application, para. 12, *referring to*, *inter alia*, Registrar's Decision on Means, President's Decision on Motion for Review.
[32] Application, paras 4, 12.
[33] Application, paras 7-9, 13, Annex (confidential and *ex parte*).
[34] Application, para. 14; Reply, paras 2, 7.
[35] Response, para. 6.
[36] Response, paras 6-8, 11. *See also* Response, paras 3-5, 7.
[37] Response, paras 3-5.
[38] Response, paras 10-11. *See* also Response, paras 8-9.
[39] Reply, para. 5. The Registrar submits that Praljak has failed to make any due effort to reimburse the Tribunal.
[40] Reply, paras 2-3, 7.
[41] Reply, para. 6.

order of contribution pursuant to Rule 45(E) of the Rules and also undertakes to provide Praljak with an itemization of the costs sought to be recovered, consistent with Praljak's request.[42]

IV. ANALYSIS

20. The Appeals Chamber recalls that a contribution order under Rule 45(E) of the Rules may be made if, after an accused is assigned Tribunal-paid counsel, the Registrar conducts an inquiry into the accused individual's means pursuant to Article 9 of the Directive and determines that the accused does not lack the means to remunerate counsel.[43] In this case, following an inquiry into Praljak's means, the Registrar has determined that, as of the date of his decision, Praljak was, in fact, able to contribute a minimum of €6,456,980.00 to his defence costs and accordingly was ineligible for legal aid pursuant to Article 11(A) of the Directive.[44] The President has upheld the Registrar's Decision on Means on the merits[45] and then rejected Praljak's Request for Further Review.[46] The Appeals Chamber, therefore, may issue a contribution order under Rule 45(E) of the Rules.

21. The arguments Praljak offers against the issuance of such an order only relate to the disposability and the value of his assets.[47] Praljak argues that "any order for reimbursement will be without purpose and without effect", as he does not have any available means.[48] These arguments, however, have been raised before and have been considered and rejected both by the Registrar and the President.[49] Praljak has had numerous opportunities in the past to discharge his burden to present evidence that he is unable to remunerate counsel, in accordance with Rule 45 of the Rules and Article 8 of the Directive.[50] Yet Praljak has consistently frustrated the Registrar's investigation into his means, refusing to provide information and to comment on information gathered by the Registrar when given the opportunity to do so.[51] The Registrar eventually found Praljak solvent and able to contribute to his defence expenses, a finding affirmed by the President as reasonable.[52] The Appeals Chamber is not at liberty to revisit the Registrar's and the President's findings as to

[42] Reply, paras 2, 6-7.
[43] *See supra*, paras. 14, 16. *See also Prosecutor v. Baton Haxhiu*, Case No. IT-04-84-R77.5-A, Order on the Registrar's Application Pursuant to Rule 45(E) of the Rules, 21 March 2011, p. 3.
[44] Registrar's Decision on Means, p. 6.
[45] President's Decision on Motion for Review, paras 81, 83.
[46] Decision on Request for Further Review, p. 2.
[47] *See supra*, para. 18.
[48] Response, para. 7.
[49] *See* Registrar's Decision on Means, pp. 3-6; President's Decision on Motion for Review, paras 40-83.
[50] Decision on Assignment of Defence Counsel, para. 13; President's Decision on Motion for Review, para. 35.
[51] Registrar's Decision on Means, pp. 2-3, Appendix I (confidential and *ex parte*); Decision on Assignment of Counsel, para. 13. *See also* President's Decision on Motion for Review, para. 36.
[52] Registrar's Decision on Means, p. 6; President's Decision on Motion for Review, paras 81-82.

Praljak's ability to reimburse the Tribunal for the funds incurred for his defence.[53] Accordingly, Praljak's arguments are dismissed.

22. Other than raising issues that were considered and rejected in the past,[54] Praljak offers no valid reason why a contribution order should not be issued in his case. Absent any such reason, the Appeals Chamber concludes that an order of contribution should be issued in the present case and that the Registrar should be instructed to take all necessary measures to enforce it.

23. As to Praljak's request for a detailed list of the costs spent on his defence, the Appeals Chamber notes that in its Reply, the Registrar has already undertaken to provide Praljak with a monthly breakdown of the fees and other costs paid to each member of the defence team.[55] Therefore, Praljak's request for such a breakdown is moot.

V. DISPOSITION

24. In light of the foregoing and pursuant to Rules 45(E) and 107 of the Rules, the Appeals Chamber:

GRANTS the Registrar's Application;

ORDERS Praljak to reimburse the Tribunal the amount of €2,807,611.10 for the costs it sustained in providing him with legal aid. The total amount shall be paid to the Registrar within 90 days of the date of the notification of this order. Alternatively, Praljak is allowed, if he so wishes, to repay the total amount in monthly instalments over a three-year period, provided a minimum payment of 10% is received within 90 days of notification of this order and thereafter a monthly instalment of €70,190.28 is received by the first day of every month, starting with the month following the payment of the 10% instalment;

INSTRUCTS the Registrar to take the necessary measures to enforce this order of contribution; and

[53] The Appeals Chamber recalls that only the organ issuing a ruling possesses the inherent discretionary power to reconsider it (provided that certain conditions are met). *See, e.g., Prosecutor v. Vujadin Popović et al.*, Case No. IT-05-88-A, Decision on Prosecution Motion for Reconsideration of Filing Status of the Appeals Chamber's Decision on Vinko Pandurević's Provisional Release of 11 January 2012, 17 January 2012 (originally filed as confidential; made public per the Appeals Chamber's decision on 22 February 2012. *See Prosecutor v. Vujadin Popović et al.*, Case No. IT-05-88-A, Decision on Prosecution's Motion for Order Issuing Public Redacted Version of the Appeals Chamber's Reconsideration Decision of 17 January 2012, 22 February 2012, p. 2), p. 2 and references cited therein. In this case, the Appeals Chamber notes that Praljak has already sought further review of the President's Decision on Motion for Review, but his request was rejected by the President. *See* Decision on Request for Further Review, p. 2.
[54] Registrar's Decision on Means; President's Decision on Motion for Review, paras 40-83.
[55] *See supra*, para. 19.

DISMISSES as moot Praljak's request to be provided with a detailed list of monthly fees and other costs paid to each member of the defence team.

Done in English and French, the English text being authoritative.

Dated this 13th day of May 2014
At The Hague
The Netherlands

Judge Theodor Meron
Presiding Judge

[Seal of the Tribunal]

formacija sa teritorije RiH izvode b/d u do
riji istočne Hercegovine i oko Dubrovnika.

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lješac i o. Kupres.

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. Grebci - s. Kalfurdevići - Visočnik.

spriječiti proboj neprijatelja kroz zonu odbr
u Hercegovinu.

I

THREE LETTERS BY SLOBODAN PRALJAK ADDRESSED TO THE JUDGES OF THE HAGUE TRIBUNAL (ICTY)

DOCUMENTS I-D1 TO I-D3

International Criminal Tribunal for the Former Yugoslavia
President of the ICTY
Judge **Theodor Meron**

Den Haag
29 August 2013

Honorable Judge Meron,

Ad.1.

I received an ICTY indictment on the 1 April 2004. The officially sealed indictment was secret and before I had been informed of it nobody ever talked to me about it, nor have I given any statements on this matter. I naively believed that up to that day, I was a free citizen of the Republic Croatia, and that as a free citizen I could work, travel, vote and be elected, as well as be free to dispose of my assets, according to my free will, respecting the laws of the country of which I am a citizen.

However, by your judgment that has confirmed the Secretary's statements, this is not the case. I am presumptively guilty even without an indictment; we just have not established since when exactly.

The Secretary stated that I tried to "hustle" my way since 1993, and again in 1999, 2001, etc, and it is not known when it had stopped.

Honorable Judge Meron, I, Slobodan Praljak, born 2 January 1945, Čapljina, BiH, a graduate of electrical engineering, a professor of philosophy and sociology, a theater and film director, having graduated from the University of Zagreb, a retired Lieutenant General of Croatian Army, who has read more than three thousands books, and with an IQ that even today, if needed, can be tested, claim that this presents the twilight of law.

What could be further charges?

Maybe I'm responsible for poisoning the wells and spreading cholera?

How far are we from that?

How far are we from the new variant of "Original Sin"?

When you write in your judgment that the accused Praljak has done something in 2001 or 2002, let me be permitted to mention that at that time I was not accused and that the language and script, "the house of the human being", should be handled accurately.

Ad.2.

I had agreed to respond to the Secretary's requirements about my property before 02.04.2004 because I had nothing to hide, all of that were a public business and the public facts.

All of it could be audited at the time, and all of it can be audited today as well as in the future.

I answered honestly, accurately and precisely, and I attached the documents that were demanded from me.

Honorable Judge Meron, it is clear from your judgment that you have not considered a single fact by which I disputed the Secretary's inaccuracies and demonstrated the absurdity of logic by which he draw his conclusions.

The Secretary did not bother even to translate my last answer (and newly enclosed evidence), and you have accepted it.

You felt no need to ask me a single question about the facts and logical reasoning of the Secretary's epistles.

With all respect for your knowledge and position as well as your age, such a procedure is neither justice nor fairness, and I cannot and will not keep quiet about it.

"A little box of lead characters" is what always remains when defending my personal dignity.

To say a word and save your soul.

Ad.3.

As a good mathematician, I am especially "sensitive" to the truth as a "greater probability" in relation to falsehood as "lower probability".

It could be vice versa too.

Was I mistaken in my opinion that the legal process determines the truth "beyond reasonable doubt"?

The Secretary's principle of "maximum likelihood", that you have, Your Honor, accepted in your judgment, I reject with the deepest indignation.

We do not deal with the roulette, poker, or horse racing; we do not calculate the probability of being struck by the lightning or dying in a plane crash.

How to finish?

Feel free to ask?!

Have you, Mr. Theodore Meron, honorary judge of the Tribunal, President of the Court, just signed a judgment or have you written it as well?

From the Honorable Judge Theodor Meron, I request, and Mr. Meron I kindly ask that you review the sentence.

With respect,

Slobodan Praljak

The Hague, 2 December 2013

International Criminal Tribunal
for the former Yugoslavia

The Honourable Judges:

Theodor Meron
Patrick Robinson
Carmel Agius
Fausto Pocar
Liu Daqun

I ask the Honourable Judges to consider only one point in which the Registry of the Tribunal by an incomprehensible logic ascribes to me the property valued at 3,392,323.65 Euro.

Item – the Registry's conclusion:

iii **Oktavijan's subsidiary, Dock and warehouses**

153. The shares in *Dock and warehouses* are nearly all in the ownership of *Oktavijan*, which has a 99.75% stake in the company. As the accused transferred the ownership stake in *Oktavijan* to his brother, one can say that Mr. Zoran Praljak is the majority owner of *Dock and warehouses*.

However, as has already been said, the Registrar believes that the accused still has control over *Dock and warehouses* and that he is a *de facto* owner. In addition, the accused was in the year 2011 still registered as a holder of procuration for *Dock and warehouses* and had full powers to represent the company. The basic capital of *Dock and warehouses*, by the company records is 25,484,000.00 Kuna. The Registry has no information which would indicate that the market value of the company is lesser than the above amount. Therefore, the value of *Oktavijan's* shares in *Dock and warehouses* is estimated at 25,484,000.00 Kuna (3,392,323.65 Euro).

Long ago two documents were submitted to the Registry:

Document 1. – enclosed,
Document 2. – enclosed.

The documents show and prove that on 21 January 2002 Dr. Zoran Praljak (jointly with Dr. Kata Praljak the owner of a dental surgery clinic for more than 30 years) paid from his account in the RBA bank the money for the purchase of the company *Dock and warehouses*.

The company was bought on the Varaždin stock exchange, in a public offer, via an authorized broker.

The first payment – approx. 450,000 Euro is for the purchase of shares, and the second payment – approx. 50,000 Euro is a mandatory deposit so that all the small shareholders, if they wish, could sell their part for the same price per share.

This concludes this story, because I am not Dr. Zoran Praljak and I didn't buy that company.

Subsequently, however, the Registry of the Tribunal draws a series of incredible conclusions:

1. The Registry says that Dr. Zoran Praljak is the majority owner of *Dock and warehouses*, but believes that Slobodan Praljak **has control** and **is a de facto** owner.

   What is the basis of this conclusion:

   I was registered as the holder of procuration??!

   I, Slobodan Praljak, am neither a member of the Supervising Board, nor the director, I am a holder of procuration. Do these people know what a holder of procuration is and what a holder of procuration is doing for a company which possesses old warehouses? Runs around in the hope of persuading somebody to store soya or sugar beet or something similar and if he succeeds gets a miserable commission.

2. The Registry of the Tribunal claims that the company can be bought on the market for 450,000 Euro, but that this has nothing to do with the value of the company, because the value of basic capital is 3,392,323.65 Euro and that I am the owner of this money, while I work as a holder of procuration??!

   This economic logic of the Registry is beyond reason.

3. If Slobodan Praljak were not in detention, and if I had the money and if I were interested in it all, regarding a dismal economic situation in Croatia, with depressing forecasts, I wouldn't give as much as 100,000 Euro for that company.

   In the similar fashion, the Registry of the Tribunal concludes on other items of my ownership.

   I request of the Honourable Judges protection from such a logic, I demand a fair trial, I ask for someone to listen to me for once, I ask **JUSTICE**.

prof. Slobodan Praljak, Master of electrical engineering

P.S. Enclosure: the letter which I sent to the Honourable Judge Theodor Meron.

NATIONAL PAYMENTS AGENCY
30101 ZAGREB

SPECIAL TRANSFER ORDER
Confirmation receipt

By order of the principal
RAIFFEISENBANK AUSTRIA DD ZAGREB
PRALJAK ZORAN

Purpose of the money order
PRALJAK ZORAN FOR OKTAVIJAN d.o.o.
PURCHASE OF SECURITIES

Credit of the account of
CREDOS D.O.O.

/Signature and stamp of
Raiffeisenbank Austria d.d.
Zagreb, Petrinjska 59/

Account No.	30101-620-154
Ref. No. (PAYER)	016-2709-91998
Kuna	362,500.00
Account No.	30105-749-406
Ref.No.	00123-02

Note: The principal can withdraw this order before execution

ZAGREB, 21 January 2002

NATIONAL PAYMENTS AGENCY
30101 ZAGREB

SPECIAL TRANSFER ORDER
Confirmation receipt

By order of the principal
RAIFFEISENBANK AUSTRIA DD ZAGREB
PRALJAK ZORAN

Purpose of the money order
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Account No.	30101-620-154
Ref. No. (PAYER)	016-2709-91998
Kuna	3.262,500.00
Account No.	30105-749-406
Ref.No.	00123-02

Note: The principal can withdraw this order before execution

ZAGREB, 21 January 2002

The Hague, 26 May 2014

International Criminal Tribunal
for the former Yugoslavia

Judge Theodor Meron, president of the Appeals Chamber
Judge Carmel Agius
Judge Patrick Robinson
Judge Fausto Pocar
Judge Liu Daqun

President of the Hague Tribunal Theodor Meron

Translation of the Judgement of 13 May 2014, which I received on 20 May 2014

1. Point 18 of the Judgement states:

   "Praljak is also asking that order be issued to the Registrar to send him a detailed breakdown of legal expenses which must be paid on a monthly basis, which will reflect the payments made for every member of the Defence team."

2. Point 19 of the Judgement states:

   "Furthermore, the Registrar claims that Praljak's request for an additional specification of expenses of his defence does not prevent and should not influence the issuing of the order of the Appeals Chamber on the contribution."

   Both claims are inaccurate and untrue!

   Slobodan Praljak did not ask what the Registrar is claiming.

   I am asking this to be rectified.

   E x p l a n a t i o n :

a) On 22 August 2012 the Registrar wrote a final explanation about my financial standing and concluded that I am obliged to return to the Tribunal in the name of expenses the amount of 3,293,347.49 Euro.

b) Slobodan Praljak wrote a response to the Registrar on 103 pages and submitted a complete documentation (proofs) on his financial standing in two file folders.

c) On 25 July 2013 the President of the Tribunal Theodor Meron passed a judgement in which he confirms the findings of the Registrar and obliges Slobodan Praljak to return the money.

d) The President of the Tribunal Theodor Meron ordered the Registrar to "*deliver to Praljak the specification of expenses that should be reimbursed."*

e) Acting on orders of the President of the Tribunal Theodor Meron, the Registrar sent to Slobodan Praljak the specification of expenses and this amount is 2,807,611.10 Euro.

f) Calculation 3.293.347,49 Euro
- 2.807.611,10 Euro
485.736,39 Euro

My debt is reduced for a *"trifle"* of 485,736.39 Euro.

So much about the seriousness of the Registrar's work and his claims.

3. In point 28 of the Judgement of 25 July 2013 it says:

"The Registrar notes that the Registry, with regard to everything said so far, with the limited funds as they are (did not transfer) to the translation of additional materials, and in its response did not consider the issue of additional materials."

4. In point 12 of the Judgement of the Appeals Chamber of 13 May 2014 it says:

"On 12 September 2013 Praljak demanded a reconsideration of the President's Decision on the Request for reconsideration[1]*. Praljak claimed that the President did not take into account any of the facts by which he challenges the Registrar's mistakes:"* [2] On 7 October 2013 the President rejected Praljak's Request for additional reconsideration, because

(i) Praljak did not submit any *"new fact that has not been considered*" in the Decision of the President on the Request for reconsideration; and that

(ii) *"even if Praljak's Request for additional reconsideration had been treated as a request for renewed deliberation, Praljak did not identify a clear mistake in reasoning"* in the Decision of the President on the Request for reconsideration, nor "*the existence of circumstances which justify a renewed deliberation in order to prevent injustice, because he merely repeats the claims rejected earlier on."* [3]

Question one:

How can we know whether new facts are relevant for the decision of the Tribunal, if they have not been translated and placed at the disposal of judges "*due to limited financial means*" of the Registry.

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1 Mr. Praljak's letter of 12 September 2013 (confidential and ex parte) (hereinafter: Request for additional reconsideration).
2 Praljak's Request for additional reconsideration, p. 2.
3 Decision on Slobodan Praljak's Request for additional reconsideration, 7 October 2013 (hereinafter: Decision on the Request for additional reconsideration), p. 2.

Question two:

It is not transparent from the Judgement which documents the judges had at their disposal at all, because in both judgements (25 July 2013 and 13 May 2014) only the Registrar's arguments of 22 August 2012 are repeated.

There is not a word about my responses, refuting of the Registrar's logic and documents which I had been submitting to the Registrar from the beginning.

5. In point 21 of the Judgement of the Appeals Chamber of 13 May 2014 it says:

"The Appeals Chamber cannot again consider the conclusions of the Registrar and President concerning Praljak's capacity to compensate to the International Tribunal the costs of his defence, [4] and therefore, Praljak's arguments are rejected."

Statement one:

And I was convinced, "poor and naive as I am" that the Appeals Chamber can and must reconsider every decision.

Statement two:

Wherefrom the Registrar draws the right (whatever its name) to reject my regularly submitted document, received by and entered in the file in the Registry, containing new appeals arguments, before even reading it (he himself says that it wasn't translated into a language he understands), and he claims in his Decision: *"There are no new appeals arguments, and because there are none, there is no foundation for the reconsideration of the Decision."* This is how he informs the Tribunal, and the Tribunal says that: *"As there are no new arguments, there is no reconsideration of the Decision."*

Statement three:

There is a saying in Croatia stemming from past centuries when our forefathers lived in the Ottoman Empire, and it goes: "*Cadi (*Muslim judge*) prosecutes you, Cadi judges you*".

Slobodan Praljak

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4 The Appeals Chamber reminds that only the organ which delivers a decision has inherent discretionary powers to reconsider such a decision (providing certain conditions are met). See e.g. *Prosecutor v. Vujadin Popović et al.*, case No. IT-05-88-A, Decision on the Request of the Prosecution for additional consideration of the status of the Decision of the Appeals Chamber on temporary release of Vinko Pandurević of 11 January 2012, 17 January 2012 (firstly declared as confidential, status changed into public by the Decision of the Appeals Chamber of 22 February 2012). See *the Prosecutor v. Vujadin Popović et al.*, Case No IT-05-88-A, Decision on the Request of the Prosecution for issuing of a public rewritten version of the Decision of the Appeals Chamber on renewed deliberation of the Decision of 17 January 2012, p. 2) and the references listed herein. In this case, the Appeals Chamber notes that Praljak has already asked for an additional reconsideration of the President's Decision on his Request for reconsideration, but the President has rejected his request. See Decision on the Request for additional reconsideration, p. 2.

I was born on January 2nd, 1945 in Čapljina.

Primary and high school education (Realna gimnazija) – 4 years – Rama, 6 years Široki Brijeg – 2 years Mostar.

University of Zagreb:

I have graduated the eight–semester studies from the following fields:

a) Faculty of Electrical Engineering – profession, MS in Electrical Engineering (weak current – telecommunications).

b) Faculty of Humanities and Social Sciences – Professor of Philosophy and Sociology.

c) Theatre and Film Academy – profession, Director.

Professional experience:

- As a student I worked in Stockholm company „Akla" and I was washing dishes in restaurants, and during my student years I have worked for five summers as a waiter in Germany, Titisee.
- Head of laboratory for electronics – Technical high school "Nikola Tesla"–Zagreb.
- I taught "Fundamentals of electrical engineering", "Theory of electrical engineering", "Theory of automatic regulation" to Associate students.
- In 1973 – I became "Freelance artist", living on honorarium.
- I worked as a director in theaters in Croatia and BiH, I have directed two TV movies, a serial for children, one feature film and documentaries.
- I participated in establishing HDZ (political party – Croatian Democratic Union).
- I was a General Secretary of HDS (political party – Croatian Democratic Party).
- In spring of 1991, I withdrew from political activities.
- As a volunteer soldier I went to Sunja (near Sisak) and on September 5th, 1991 I was appointed Defense Commander of Sunja.
- November 26th, 1991 – I received the rank of Colonel of Croatian Army (HV).
- March 10th, 1992 – I was promoted to Brigadier of Croatian Army (HV).
- March 14th, 1992 – I left Sunja to become an Assistant Minister of Defense of Croatia for IPD – Informative–psychological activities.
- April 3rd, 1992 – I received the rank of Major General.
- From April 11th, 1992 to May 07th, 1992 I went to BiH (Herzegovina) as a volunteer and performed a duty of the Commander of Operational Zone of Southeast Herzegovina – Čapljina – Mostar – Jablanica –Konjic.
- On October 27th, 1992 I've been appointed at VONS – (Vijeće obrane i nacionalne sigurnosti RH) Croatian Council of Defense and National Security.
- June 1st, 1993 – I requested to be released from Croatian Army due to my transfer to BiH.
- June 15th, 1993 – I was released from my duties in Croatian Army.
- July 24th, 1993 – I was appointed Commander of HVO – (Hrvatsko vijeće obrane) Croatian defense council.
- November 9th, 1993 – I withdrew from my duties as a Commander of HVO.
- I returned to Croatian Army.
- Later I performed various functions in Croatian Army, including the Head of the Military Cabinet of the President of Republic of Croatia, Dr. Franjo Tuđman.
- As a volunteer I participated in military action „Oluja"/Storm/ on route Hrvatska Kostajnica – Dvor na Uni.
- At my personal request, I retired on December 1st, 1995.
- After my retirement, I worked as a director (manager), and later as Chairman of Supervisory Board in the factory „Chromos boje i lakovi "– cooperating with "Sigma" from Amsterdam (marine paints).
- In early April of 2004, I was in custody in The Hague, accused for many atrocities.
- On May 29th, 2013, by the first instance verdict, I was sentenced to 20 years in prison.

Slobodan Praljak

CONTENT OF THE WEB PAGE www.slobodanpraljak.com:

- Slobodan Praljak's opening statement at the beginning of the main hearing of the criminal proceeding before the ICTY on 27 April 2006.
- War documents – overview of war documents by monographic units (100 monographic units published so far, with 55 000 authentic documents which can be searched via search engine by title, author, place of origin and date of origin).
- 3 video galleries: war videos, video of General Slobodan Praljak's testimony, videos of cross-examination of General Slobodan Praljak's witnesses.

  Total duration time of video materials exceeds 1,400 hours with over 8,000 pages of description and content of war videos with associated transcripts of video galleries related to the trial before the ICTY.
- Statements about Slobodan Praljak and wartime events – 188 statements, with English translations, published so far.
- Testimonies and expert findings of professor Slobodan Janković regarding the destruction of the Old Bridge in Mostar, prof. Vlado Šakić regarding the socio-psychological aspects of war and prof. Josip Jurčević regarding the historical aspects of war.
- Trial documents – court decision, judges' opinions, trial transcripts, final filings (submissions), documents presented to defense witnesses of dr. Jadranko Prlić
- Slobodan Praljak's letter against Carla del Ponte, selection from books and press publications, transcripts, 58 audio recordings
- Publications on war – monographic overview of major war events in BiH and their consequences.

WEB PAGE STATISTICS

Until July 2015 web page was visited by more than 7 570 000 page visits from over 172 countries, reviewing more than 12Tb of web content in over 60 000 different files (documents, video materials, photos, texts...).