

# *Principality of Sealand*

*Press Release PM7-280803 of August 28, 2003*

## *Brandenburg Judiciary IV*

*Purchase Contract from 1992:*

*Sealand Warenhandels- und Vertriebs GmbH & Co. KG*

*The following documentation will prove that since 1992 the destruction of the Sealand GmbH und Co. KG has been knowingly and wilfully attempted in collusion with heads of LPG's (Landesprojektgruppen, country project groups), notaries public, liquidators, one mayor, lawyers and the Brandenburg judiciary and that insolvency proceedings were set in motion by the responsible politicians of the State of Brandenburg.*

*The documentation of the occurrences surrounding the purchase contract of February 18, 1992 (register No. 65/1992) will also prove that the liquidators, Professor Dr Arlt (until 1996) and his successor, RA Steffen Kühn, as well as Mr Neumann and the former chairman of the board of the LPG Legehybriden (country project group for hybrid laying hens), Manfred Porrhmann, had collaborated in an unprecedented way by wilfully and criminally contravening the interests of the Sealand Warenhandels- und Vertriebs GmbH & Co. KG, as well as those of its business manager, Mr Johannes F. W. Seiger.*

Now, seven and a half years later, we find the following legal position:

On May 20, 1999, the legality of the purchase contract signed between the Sealand-Germany Warenhandels- und Vertriebsgesellschaft mbH & Co KG Trebbin/OT Löwendorf (hereafter <Sealand>) on February 18, 1992, has been ultimately confirmed by the issue of the respective papers by the OFD Cottbus. Thus the company Sealand has obtained ownership of the buildings. From these papers by the OFD Cottbus of May 20, 1999, it also follows that the company Sealand has acquired the right of use of the property.

### *The preliminaries*

Following possible legal uncertainties concerning the former liquidators, DEBERAG, a supplementary and binding notarised agreement was set up on June 28, 1993, by the chairman Manfred Porrhmann and a further member of the board, Ms Doris Schloßhauer, signed and ratified.

There we read (quote):

*"Since there now exist judicial doubts whether the company DEBERAG AG has been effectively signed as liquidators of the LPG Legehybriden Löwendorf, the above-mentioned contracts could possibly be rendered ineffective by tendency."*

*"In this case and to clarify we as members of the board authorised to sign and former liquidators the contracts mentioned under number 1 to 10 and charge the acting notary public to issue executed copies of these negotiations to the contracts mentioned."*

Thus since June 28, 1993, the legality of the purchase contract of February 18, 1992, has been ultimately established.

Despite this undisputable legal and factual situation (since June 1993), the liquidators, in collusion with the chairman of the former LPG Legehybriden, Manfred Porrman, have tried to ruin the company Sealand and its general manager by not passing on, keeping secret and withholding the supplementary agreement of June 28, 1993.

The obviously intended outcome of these measures would have been that the building and thus also the right of use of the property – that had been fully paid for by Sealand – would have reverted back to the seller.

### ***Sequence of events from 1992 to June 1993:***

The supplementary notarised contract of June 28, 1993, has been made accessible to Sealand for the first time on September 9, 1997, as a copy in the office of the notary public at Kotzenburg following a discreet hint from a third party.

Ms Henning, notary public, now, on June 17, 1999, has confirmed that she had thought to be in compliance with her duties to send us a copy when she had issued 10 copies under the date of June 30, 1993, at the behest of Mr Porrman, sent to LPG Legehybriden to pass on to the contract parties, in addition to the one copy that was handed to those present at the date of the notarisation, Mr Porrman/Ms Schloßhauer

However, the copy meant for Sealand was never passed on. Due to the lack of knowledge of this supplementary contract and because it was kept secret from Sealand-Germany was the basis of the strategy set up between Porrman and the liquidators, Prof Arlt, later RA Kühn, to outmanoeuvre Sealand with premeditated and fraudulent intent.

Due to the existence of this supplementary contract of June 28, 1993, all their measures to take the property back under their discretionary power because of a "missing legal basis" is clearly a malicious manoeuvre if not an outright attempt at fraud that had caused serious economic damage for Sealand. Thus Sealand is rightfully claiming in tort for damages as follows:

Fully cognisant of the fact that the legal shortcomings had been removed by a supplementary contract of June 28, 1993, Prof Dr Arlt demanded in his letter of November 18, 1994, rectification of defects debitable to Sealand. In his letter of June 20, 1995, he refers to that letter, explicitly confirming that the original contract of February 18, 1992, was invalid, but guilefully suppressing that this shortcoming had long since been removed by the supplementary contract of June 28, 1993, of which Sealand had then no knowledge. In this letter and referring to a decision by Minister Zimmermann he also points out that the seller could ask for our building to be returned; this document however also shows that Minister Zimmermann had been manipulated into rendering the wrong decision, because the relevant supplementary contract was also withheld from him. Through the apparent juridical insecurity thus produced where Sealand is concerned Sealand was hampered in its range of action almost causing economic collapse, Sealand

then also became subject to attacks from third parties harming its business and thereby threatening its existence.

In the letter by Prof Dr Arlt of June 20, 1995, Sealand was asked to cease "use by August 31, 1995, and to hand over [the property] or sign a leasing contract". Concluding this leasing contract would necessarily mean the suspension of the contract signed in 1992.

In order to enforce their unjustified claims the liquidators in a letter by Prof Arlt of August 5, 1990 threatened judicial and even penal measures.

The former commercial operations of Sealand-Germany were based on the changed papers issued by the tax authorities Luckenwalde of June 4, 1999, amounted to the following:

Earnings from the business enterprise:

- 1991 DEM 294.465
- 1992 DEM 500.266
- 1993 DEM 339.595
- 1994 DEM 259.447

Due to the threat of judicial or penal proceedings and the eviction from the business premises, Sealand and its general manager, Mr Johannes W. F. Seiger, were forced to cease active business as of mid-1995.

Thus, due to the unlawful demands after 1995 the business activities were limited to selling of goods in stock.

In his letter of June 26, 1996, Sealand's lawyer, RA Hülshorst, pointed out that the delayed implementation of the contract caused by the seller caused a yearly loss of between DEM 300.000 and 500.000 that by the end of 1996 had accrued to 1 million DEM.

In his reply of August 5, 1996, Prof Dr Arlt again refers only to the original contract and again demands changes to the contract.

After Prof Dr Arlt's death the Liquidators, RA Steffen Kühn together with Mr Naumann, followed in their letter of May 4, 1998, the same strategy and demanded the execution of the alleged necessary changes to the contract at notary public Ms Probandt-von Dassel.

Sealand lawyer Hülshorst inquired on May 12, 1998, exactly which necessary changes to the contract were actually under discussion. This inquiry remained unanswered.

In a meeting on September 17, 1998 in the offices of Sealand between RAs Kühn, Neumann and Johannes W. F. Seiger and temporarily RA Hülshorst, Messrs Kühn and Neumann were faced with the supplementary contract of June 28, 1993. Apparently surprised the two gentlemen Kühn and Neumann pretended to learn of the existence of said contract for the first time then and there.

Based on this the two parties agreed that the RAs Kühn and Neumann would approve with their signatures the following text prepared by RA Hülshorst which states:

*"I, Klaus Neumann, liquidator of the LPG 'Legehybriden' Löwendorf, of Waldstrasse 2, 14806 Dahnsdorf, declare that I only learnt of the document drawn up by notary public Ms Elfriede Hennig of June 28, 1993, document No. 441/1993, at the business premises of the Sealand-Germany Warenhandels- u. Vertriebsgesellschaft mbH & Co KG on*

*September 17, 1998, during a meeting with Mr Seiger, RA Steffen Kühn and RA Robert Hülshorst. I have received a copy of the document."*

In the letter by RA Kühn of October 1 and 2, 1998, Messrs Kühn and Neumann refuse to sign above declaration, declare the claim to do so as "not as that of a good colleague" and therefore threaten Mr Hülshorst with the Law Society.

Before, on September 29, 1999, Mr Neumann was handed the documents apparently missing for years, as stated in the handover certificate. These documents were an important prerequisite for the OFD Cottbus to determine ownership of the buildings.

Until today, the complete financial collapse of the Sealand company could only be averted by private loans, as all options to partake in normal business procedures and to refinance with bank loans had been made impossible by character assassination, defamation, even imputation of criminal actions as well as an inundation with execution proceedings and similar ploys.

Therefore Sealand claims from the liquidators, RAs Kühn and Neumann, as well as from Manfred Pormann, the following damages:

The papers issued by the tax authorities mentioned above show yearly mean earnings of DEM 300.000, as well as further claims by Mr Johannes W. F. Seiger.

Therefore Sealand claims – not including any claims by Mr Johannes W. F. Seiger as follows:

For the years 1995 until mid-1999 from RAs Kühn and Neumann as liquidators, as well as from Mr Manfred Pormann, compensation for four years at DEM 300.000, a total of DEM 1,35 million.

Our lawyers have already been instructed to start implementation of these claims; a review of these proceedings by the public prosecutor's office remains explicitly reserved.

*Trebbin/Löwendorf, June 22, 1999*

*Signed:*

*Johannes F. W. Seiger*

*Sealand-Germany*

*Warenhandels- und Vertriebsgesellschaft mbH & Co KG*

*Ahrensdorfer Straße 7*

*14959 Trebbin/OT Löwendorf*