

28 January, 2009

Montitlan #25,  
Colonia Los Balcones,  
San Miguel de Allende,  
GTO.,  
Mexico 37720

**To the Board of Directors of the American Kiko Goat Association**

Ladies and Gentlemen,

I have previously communicated with you on 26 June, 2008 and again on 28 July, 2008, and with your attorney, a Mr Swanson on July 14, 2008. All those communications required an answer - none has been forthcoming.

Accordingly, in response to your apparent determination not to engage in meaningful dialogue with me concerning your willful breach of my rights, I write to you to lay out my position.

**Breach of contract**

I entered in a lawful and binding contract with the AKGA on the 7<sup>th</sup> August 2000. In the terms of that contract, clearly understood by both contracting parties, I retained an exclusive right to register Kiko goats in New Zealand. On or about 24 May, 2008 you registered fifteen goats resident in New Zealand, the property of Garrick Batten and/or corporations which he controlled. There may be further goats registered of which I am unaware. In any event this was a clear breach of the contract and the intentions of the contracting parties.

The contract required, *inter alia*, (pursuant to clause 23):

**Dispute resolution**

In the event that the parties to this agreement are unable to agree on its interpretation or performance, such disagreement shall be resolved as follows:

- (a) a mediator shall be agreed upon and mediation shall be undertaken in an effort to resolve the dispute
- (b) if the parties are unable to agree upon a mediator they will jointly apply to the State Bar Association of Georgia and request the Bar Association to appoint a mediator.

- (c) if the mediation is unsuccessful in resolving the dispute they will jointly apply to the State Bar Association of Georgia and request the Bar Association to appoint a suitably qualified arbitrator
- (d) after hearing both parties in regard to the subject matter of the dispute the arbitrator shall make a finding which will be accepted as final and binding by both parties.

Further, clause 25, the prevailing law clause, required that the contract be interpreted in accordance with the law of the state of Georgia in the United States

Please accept this letter as formal notification that I consider the contract to have been breached and that a dispute is in existence between the AKGA and myself. Accordingly, I am invoking the provisions of clause 23 and requiring you to nominate a mediator in the state of Georgia who you would find acceptable to undertake mediation in this matter. Please respond promptly to this request.

### **Injunctive relief**

Because of the cavalier manner in which you have treated my prior communications, and because I am fearful that you intend to further breach the contract by additional registrations of goats resident in New Zealand, I intend to apply to the United States Federal Court for injunctive relief restraining you from any further registrations, and asking that registrations already undertaken be declared void

### **Breach of copyright**

I am the beneficial owner of the name *Goatex* in the United States. Further, within the AKGA registry until such time as you egregiously breached my ownership, the only goats registered with a Goatex prefix were goats (or their forebears) in which I held an interest. The registry which I sold to the AKGA required a unique herd name for each breeder. One of mine was Goatex and I registered many goats with that prefix.

Further, the registry I sold to the AKGA proscribed the inclusion of another's herd name into the registered name of any animal unless formal consent was sought and obtained from the herd name owner.

The registration of the goats styled KKN Goatex Cupid, KKN Goatex Destiny, KKN Goatex Chic, KKN Goatex Tripod and KKN Goatex Zippy clearly breached my exclusive interest in the name.

I therefore intend to bring suit in the United States Federal Court against the AKGA and Ms. Karen Brown who approved the name, effected the registrations and signed the offending registration certificates for breach of copyright.

### **Tortious interference with contractual relations**

According to AKGA Board of Directors minutes in my possession, the decision to register goats resident in New Zealand was as a result of deliberations leading to a vote. While the AKGA has privity of contract and cannot interfere with a contract in which they have an interest, privity does not extend to board members acting on the Association's behalf. I am aware that there was discussion regarding the terms of my contract with the AKGA before the decision was made to register the New Zealand goats. That notwithstanding (and with a clear understanding of the liability that might accrue) the board voted 4-3 to breach the contract. Those board members voting in favor clearly tortiously interfered with a lawful and binding contract.

I therefore intend to bring suit in the United States Federal Court against Donna Shelby, Jean Thomure, John Smith and Richard Mayer in their individual capacities for tortious interference with contractual relations.

### **Passing off**

Garrick Batten has represented to the AKGA that the goats he presented for registration are descendants in an unbroken line from the forebears of the Kikos originally imported into the United States by Lanzi/Carlisle Exotics. Nothing could be further from the truth.

Further, he has represented to the AKGA that they are direct descendants of the goats that he sold to me and my partner when he disposed of the interests of he and his partners in Goatex Group Limited.

Further, by creating a so called registry in the name to Goatex Group Limited to claim an association with the Lanzi/Carlisle Exotics imports, he has asserted a direct association with the Lanzi/Carlisle goats and their forebears.

I sold the imported goats to Lanzi/Carlisle, and I subsequently bred and sold goats in the United States under the rubric of Goatex. Claiming that his goats enjoy a common certifiable ancestry with the goats imported by Lanzi Carlisle and those bred by me is a clear case of passing off.

As far as I can ascertain the AKGA failed to make appropriate enquiries in New Zealand as to the bona fides of Batten's goats and then subsequently stood behind his claims that they derived from 'left behind' Kikos, thereby representing to the world at large that they were direct descendants of the forebears of the goats that were imported into the US by Lanzi/Carlisle and those goat subsequently bred by me. I refute absolutely such an assertion.

I therefore intend to bring suit in the United States Federal Court against Garrick Batten and the AKGA for passing off.

I would suggest at this time that you contact your insurers in order that they might retain competent counsel for you in this matter.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Graham Culliford". The signature is written in a cursive style with a horizontal line underneath the name.

Graham Culliford