

Monday, 17 October 2011

(10.15 am)

MRS JUSTICE GLOSTER: Yes, Mr Malek.

MR BORIS BEREZOVSKY (continued)

Cross-examination by MR MALEK (continued)

MR MALEK: Mr Berezovsky, on Thursday, I was asking you questions about the acquisition of the KrAZ assets in early 2000. You gave evidence about your role in the negotiations in relation to those assets which you contend you acquired.

There's one point I want to clarify: in your oral evidence you said that you had a lot of meetings with Mr Anisimov and you made the point that there's a distinction in your mind between meetings and discussions and personal meetings and formal meetings. Now, Mr Anisimov disputes all of this and I'm not going to go into that, but I have one question and that is this: did you ever indicate to Mr Anisimov that you were one of the acquirers of the KrAZ assets?

A. I never talk to Mr Anisimov about KrAZ assets. I talk to Anisimov, and it's definitely, I talk about that I part of the deal of all four assets together. I didn't discuss that KrAZ or Bratsk or the other one, all of that. I never -- at least I don't recollect that I discuss especially about KrAZ. We discuss about all

deal together and it's definitely correct.

Q. So the answer to my question is that you never indicated to Mr Anisimov that you were one of the persons acquiring the KrAZ assets; am I right?

A. Completely wrong. Anisimov absolutely knew perfect that I acquire four of them, including KrAZ as well.

Q. My question is: did you tell him that?

A. Definitely, because we discuss all assets together. Anisimov absolutely perfectly knew about KrAZ; and not only about KrAZ, about the other assets as well.

Q. Could we then turn to the pleadings in the Metalloinvest action and turn, please, to -- and you'll be provided with this -- M4, tab 04 at page 35 M4/04/35.

A. What is that?

Q. If you go back to page 28 of this bundle, you will see that it's the amended defence of the third to fifth and tenth defendants: that's Anisimov defendants.

A. This is Anisimov defendants, yes?

Q. Yes.

A. Okay.

Q. We focused on Thursday on the first sentence and let me just read it --

A. Which point, I'm sorry?

Q. Paragraph 20 at page 35.

A. Yes.

Q. "Mr Berezovsky was neither a party to the KrAZ Agreement nor was he present at any of the meetings at which the sale of the KrAZ Assets was discussed or agreed."

Then the second sentence:

"And, as far as Mr Anisimov is aware, at no time did Mr Berezovsky have any interest in, or entitlement to, those assets."

A. Mm-hm.

Q. Now, you dispute that and I think what you're telling us in relation to the second sentence is that you had a conversation with Mr Anisimov where it was clear that you were one of the acquirers of the KrAZ assets; that's correct, isn't it?

A. Yes, my Lady, first of all, last time we finish with a little bit misunderstanding of the word of "meetings", yes? Because I never pretend -- I never claimed that my English is so bad that I didn't understand the sense, but it's important to concentrate because "meetings" mainly, in my feelings of English, is mainly business meetings, yes? I discuss mainly about not social but not with plans, with paper, the date and so. I met many times Anisimov because, as I told you before, he was close friend of Badri.

And moreover, as I told before, Anisimov for Badri was key person who was involved in that business. For

me, at the beginning it was Bosov, Mr Bosov, but Badri refuse that, saying that Bosov is just playing game and so-so. And I had a lot of meetings in Badri's presence with Anisimov as well, yes? And --

MRS JUSTICE GLOSTER: You're saying these weren't formal meetings with agendas and boardrooms and --

A. Yes, absolutely correct. But all the time the point arise because it was big deal. And Anisimov and Bosov they discuss, moreover, I remember well that Bosov insist that he is the dealer who provide for us a deal, and Anisimov to the contrary said he is the person who made this deal happen.

And, moreover, Bosov later on even tried to -- I invite him in the court here. If he wants to be paid, as he told, commissions, I said, "No problem, come to the court and prove that you are person who really made this deal happen", yes? And definitely I met Anisimov as well, definitely I met Chernoi as well.

And, for example, I give you clear example that Anisimov was the person who came even to Kharacheyevo-Cherkessia when I fight for election campaign there, and it was late December/middle December '99. And Anisimov -- I have even picture. I forgot about that, I'm sorry to say. But we have even picture of Anisimov, who today claim

that he hate me, but he came to support my election campaign in Kharacheyevo-Cherkessia. It's not -- and at that time we also discussed, in spite I was very much involved in elections campaign definitely. But Badri had been there, Anisimov had been there, Badri support me a lot also in election campaign, and definitely we discuss about this future deal.

Yes, it's not -- we just -- but -- and only -- also after, in 2000, it's happened the same. Time to time we met and we discuss that, with Bosov, with Anisimov, with Lev Chernoi, as I told before; not Michael Chernoi, Lev Chernoi.

MR MALEK: Have you finished?

A. Yes, thank you.

Q. Can we go back to my question.

A. Yes.

Q. Paragraph 20, which we're just looking here at M4, tab 4, page 35 M4/04/35:

"... as far as Mr Anisimov was aware, at no time did Mr Berezovsky have any interest in, or entitlement to, those assets."

And your evidence today is that you told him?

A. Absolutely.

Q. Now, let's see how you responded to that allegation.

A. Yes.

Q. And if you could turn in the same bundle, which is M4,
to tab 08 and then go to page 122 M4/08/122.

A. Yes.

Q. We can see from page 117 M4/08/117 that this is your
reply. So this is your pleading --

A. Just a second. This is my reply?

Q. Yes.

A. Just a second.

Q. 117.

A. Yes, just a second.

Q. And look at 134.

A. Just a second. 122, the page, yes?

Q. Yes.

A. Just a second, I just want to have a look to the end.

And I signed that, yes?

Q. It was signed on your behalf.

A. On my behalf. Who signed that?

Q. Mr Marino?

A. Mr Marino, okay. Where is his signature?

Q. 134 M4/08/134.

A. Okay, thank you.

Q. If we then turn back to 122 --

A. Just a second. Yes, I am on 122.

Q. It starts off:

"As to paragraph 20" --

A. "As to paragraph 20", yes.

Q. We've dealt with the first part but go to subparagraph 2:

"As to the second sentence..."

And then you just read that to yourself.

A. Yes.

MRS JUSTICE GLOSTER: This is (b), is it?

A. (b), it's (b). 10.1(b); correct?

MR MALEK: 10, subparagraph 2?

A. Ah, 2, not 1.

Q. Yes?

A. 2?

Q. (a), (b), (c) and (d).

A. (a), (b), (c) and (d), yes. But (d) is on the other page; correct?

Q. Over the page at 123.

A. Yes.

Q. So if we could go to the first point at (a), that's a reference to --

A. I'm sorry, 2(a), yes?

Q. Yes. The first statement of Pietro Marino refers to Mr Reuben's account, and then the second point:

"Under the circumstances, it was common knowledge among the vendors that Mr Berezovsky was one of the purchasers..."

A. Yes.

Q. Point (c) is:

"It was... widely reported in the Russian and Western press that Mr Berezovsky and Mr Abramovich had together acquired the KrAZ Assets."

A. Yes.

Q. Then over the page at (d):

"In the circumstances, the second sentence of paragraph 20..."

A. Yes.

Q. It's right to say that there is no mention here of any conversation that you had with Mr Anisimov; that's right, isn't it?

A. I gave my answer: I had a lot of conversation with Mr Anisimov as well and Mr Anisimov perfectly knew that I am there, those ones who is acquiring to buy KrAZ as well. I don't remember that I discussed KrAZ separately from the other assets, but I remember well that we discuss not one time all assets which we are looking to buy.

Q. It's right to say that the first time that you made an allegation, whether in a pleading or witness statement, that you had discussions with Mr Anisimov to the effect that you were one of the acquirers was in your evidence last week?

A. Again, it's definitely not. It's -- again, it's -- as he done the pleading, decide Mr Marino how he understood me and I am responsible only what I am presenting you now. I repeat again and again: I talked with Mr Anisimov not one time, many times; not in formal meetings, in informal meetings, in presence -- I don't remember one to one, because Mr Anisimov was close to Badri, but many times in presence of Badri at least. And I never -- I don't remember that we discuss KrAZ separately from the other assets but we discuss KrAZ as part of the deal in general. This my memory is.

Q. The truth is, Mr Berezovsky, you had no discussions with Mr Anisimov about the acquisition of the KrAZ assets by you?

A. Definitely yes, again. Yes, yes and yes.

Q. I want to pick up a point that you make in this pleading, if we could just look at it again in your reply at paragraph 10, subparagraph 2(b) at the bottom of M4/08/122 where you make reference that:

"It was... widely reported in the Russian and Western press that Mr Berezovsky and Mr Abramovich had together acquired the KrAZ Assets."

In that context, could you turn, please, to your statement at D2, tab 17 at page 250 D2/17/250.

A. 250?

Q. Yes.

A. Just a second.

Q. Please just read to yourself paragraph 258 towards the bottom there. (Pause)

A. Okay. 258, yes?

Q. Yes, it's the last sentence that I would like to ask you some questions, where you say this:

"For this reason, we agreed at Mr Abramovich's request that Badri's and my interest in the aluminium assets subsequently acquired on behalf of the three of us would not be made visible and would instead be held by Mr Abramovich through offshore corporate vehicles."

A. Yes.

Q. If we can follow, using your phrase, the logic, that would mean that your name should not be referred to in the contractual documentation; is that right?

A. I think that is correct.

Q. And if you're right about that, could you explain why Mr Badri's name appeared in the KrAZ agreement of 10 February and other agreements?

A. I already gave you explanation: because Badri was not in the same area of risk like me. Badri also had been in the area of risk because he manage ORT, the main political leverage, but definitely it was absolutely different as far as me is concerned.

And moreover, you know well that even when I was in strong conflict against of Putin already, he propose Badri to stay in Russia because in spite of everybody understood well that we close friends and partners, but nevertheless they understood that we have different involvement in politics. And when I came and I already left Russia and Putin nevertheless invite Badri to talk to him -- I don't remember left or already was planned with Putin at least -- he invite Badri to propose him to stay in Russia and forget about me.

It means that definitely the understanding of the risk for Badri and for myself was completely different.

- Q. But looking at paragraph 258, where you say that Mr Abramovich made the request "that Badri's and my interest in the aluminium assets subsequently acquired on behalf of the three of us would not be made visible", the logic of what you're saying here would indicate that Mr Badri's name should not appear either in any contract documentation.
- A. It's happened what happened and, as you know, Badri signed agreement when we bought assets and me not. And this is the story, that's it. But again, I didn't sign for two reasons. One of the reasons, as I mentioned you, was much more involvement in politics than Badri.

On the other hand, I have been a deputy of

Parliament and, according of that, I was not allowed to sign these documents. Abramovich signed, but it's his choice to go against of law. I continue participating in negotiation, again on the basis of not meetings, business meetings, because I start this before I was elected in Duma and it's the reason why I continue to participate in some kind of not precise negotiation how it will be concluded but general terms, what we discussed long time with Mr Sumption the last day, Thursday. It's exactly the way how I participate in discussions.

- Q. But if your interest was not to be made visible using the language in your witness statement, why were you giving interviews to the press in March 2000 referring to the fact that you had acquired an interest in aluminium?
- A. In March 2000, situation was a little bit different that time because, as you remember, Putin won elections and it was not -- at that time everybody calculate risk, at least me, less than before. It's turned out that very quick our relations were broken and nevertheless this was a little bit new time. And moreover, as you know well, we in spring 2000, we start to work to prepare the structures on the west which should structurise and put absolutely, let's say, in proper western way our

interest in all our assets, including aluminium assets.

Q. Could Mr Berezovsky be provided H(A) volume 18, opened at page 198 H(A)/18/198.

A. Could I keep my evidence?

Q. Put it aside. We may need to go back to it.

A. And this one, Anisimov?

Q. You may put that away.

A. Thank you.

Q. Just putting it into context, you were elected to the Duma in the middle of December 1999?

A. I think 17 December '99.

Q. It was clear that President Putin was going to be elected by the end of 2000?

A. It was -- no --

Q. 1999?

A. No, Putin was elected in March 2000, in March 2000. But as far as me is concerned, for me, definitely understanding was much better than for the others and my prediction was that Putin will be elected and it's the reason why I took so much risk to myself.

Q. And the KrAZ assets, the documentation we see was in February, middle of February? We've seen the documentation.

A. I just want again to stress that I don't have in my mind the difference between KrAZ documentation, between the

other plants' documentation. And, as I told you, I haven't seen the document which Badri, Shvidler and Roman Abramovich signed. I have seen this document just later, but that's it. This is my recollection.

Q. But President Putin had been acting president on 31 December 1999?

A. Ah, he become acting but he was not elected.

Q. Yes, but he was acting president --

A. Yes.

Q. -- on 31 December?

A. Yes. But, as you know, again, it was big battle who win elections, Communists or Putin again. And you know that even up to the last moment before elections on 7 March it was a big discussion: will we have the second round or not? We won in the second -- in the first round it's good. But you're absolutely correct that from 1 January 2000 Putin was announced [by] Yeltsin as the acting president.

Q. And if we now turn to 198, this is the interview that we looked at --

A. Yes.

Q. -- in your questions with Mr Sumption and that was an interview with Vedomosti on 24 March.

A. Mm-hm.

Q. What had changed between February and March which meant

that you couldn't be visible in relation to the contractual documentation on 10 February and yet just about a month later you were quite happy to give press statements indicating that you were interested in the aluminium?

A. I think that I already gave the answer: because 10 February, Putin was not elected still. It was -- election was in front of us. And mainly people really, and particularly maybe Roman Abramovich because he doesn't feel well like me what happened later, everybody afraid that Putin will not be elected and I had -- but when he become elected, definitely it was much more predictability, much more clear what happen. At least many people think that we continue reforms; it's happened opposite, it's the other point. But that time completely different from the time of 10 February. It was before elections and after elections. This is the main point.

Q. Mr Rabinowitz told us on Day 1 that in March/April 2000 you were basking in the glory of having been involved in Putin's election victory. He went on to say political exile was some way off. Was that a fair summary of the position?

A. Just a second. Could you help me? (Consults interpreter)

I think it's not very correct what is written here. Maybe it's impression which I create to Mr Rabinowitz and partly it's correct, partly it's not.

First of all, I am not -- I don't -- I am not ambition man. I just follow my personal way, and my way is absolutely clear: I try to move Russia to democracy. And definitely I enjoy that we won elections in spite of no one believe in autumn '99 that Putin could become president -- if you open the press, he was absolutely unknown -- and I really was absolutely happy with that, it's true.

On the other point -- what is the second point mentioned here?

Q. Yes, I said --

A. Just a second. And as far as my prediction --

MRS JUSTICE GLOSTER: Just a second. I think the point was: were you basking in the glory of having been involved in Putin's election victory?

A. Again, my Lady, my point not was to be unique among others, yes? I just follow my way and I have done everything what I can do that time to reach -- to move Russia to democracy. And I understand that Putin -- you remember Putin came to power as successor of Yeltsin, yes? It means that he should continue reforms. But Putin --

MRS JUSTICE GLOSTER: So you weren't basking in any glory?

A. Absolutely. I was happy with that, but --

MR RABINOWITZ: Perhaps -- I'm not sure that he understands precisely that English phrase. I think that may be a problem with this.

MRS JUSTICE GLOSTER: Right. Well, maybe we needn't trouble about it.

MR RABINOWITZ: If someone perhaps tries to rephrase the words that I used in order to make clear what is being suggested, it may be a more clear answer.

A. On the other hand, my Lady, I just want to tell that as far as future is concerned, I didn't have any doubts what means power. And even when Putin was my close friend and when I support him and when he become on the top of his already acting president, I was -- it had been one interview when I was asked, "What do you think, does it mean that Putin forever your friend?" And so I said, "Not at all, because if Putin being in power decide that important for him to crush me, he will do that". I told that in the moment when we had fantastical relations with Putin because I understood what means politics and I understood that Putin decide that it's helpful for him to push Berezovsky, he will do that.

MR MALEK: The reality is you said in your evidence that

you'd been involved in assisting Governor Lebed in the aluminium wars, you were elected to the Duma in the middle of December, President Putin at the end of December was acting president, ORT had supported President Putin in his election campaign. That was the reality. In the spring of 2000, things were looking good?

A. What is the question?

Q. The question is: at that point in time you were enjoying the political arena, you were on the stage --

A. That's correct.

Q. -- and you were very happy to make statements about your interest in aluminium although --

A. I didn't --

Q. Let me just finish.

A. Sorry.

Q. -- although the reality is that you had no interest at all?

A. The reality is that I have, and I create this company, one who -- the key person, as I told you, to create this company because it was proposal given to me, not anybody more, at that stage, at the beginning I mean. And reality is that definitely I understood that we are more protected because Putin is elected and, as I told you before, we start to prepare, Badri and me, the structure

to visualise our interest and we were on the way; that's it.

And I decide that at that time -- again, a lot of emotions and so, but I don't see any controversial and illogical what is happening because I really think that time it's just the beginning of Putin become elected president -- not acting, elected president -- and I think that it's -- okay, it's time maybe for more openness and so. But still I already having experience in politics that everything change quick, what happened later, and maybe that I was -- I have been too enthusiastic with Putin -- who is Mr Putin, I'm sorry to say. That's it.

Q. Could you please go back to your witness statement at D2, tab 17, at page 251 D2/17/251.

A. Yes, I remember that.

Q. And turn, please, to paragraph 262.

A. 262. Yes.

Q. And I would like to look at the passage at page 252 D2/17/252.

A. Just a second. Passage? 252, sorry.

Q. "Another formal reason for not signing this personally was that I was a member of the Duma at this time, and I was aware that under Russian law I was not allowed to be directly involved in business and could not put my

signature on this agreement."

A. Yes.

Q. And that's the agreement that you referred to at the beginning of paragraph 262, the document of 10 February 2000 that we've already looked at.

Now, is this another reason why you could not acquire an interest in the aluminium assets, the KrAZ assets? It couldn't be the situation that although you could not sign the contract, there was no objection to you being a party to the contract, as you've contended in your evidence to us last week?

A. You see, Mr Abramovich become party of the contract, being member of Duma; I am not. It's a little bit not logical what you present to us now.

The reason is that I didn't want to put -- to be directly involved, yes? As I told you, this deal start before I was elected, yes? Before. It means that, for me, it's absolutely legal at that time to negotiate about acquiring of assets; as far as Abramovich that time as well. But later on to put the signature was illegal. What Abramovich have done, it's illegal according of Russian law. Direct involvement in acquiring under his name the assets, it was illegal again.

As far as me is concerned, definitely it was

hypocritical what I have done, but I didn't put my signature.

Q. Now, let's just look at one other point as to why you say that your involvement could not be visible and turn, please, to page 246.

A. Of my statement?

Q. Yes, at D2, tab 17 at 246 D2/17/246. Sorry, page 246.

A. Yes, page 246.

Q. And in fact it's at 247 D2/17/247.

A. 246 or 247?

Q. Let me just check my... It's page 247, at the bottom there, where you say this:

"Our use of offshore structures."

A. Just a second. Which point? Which paragraph?

Q. It's paragraph 246 at the bottom there:

"By late 1999..."

A. Yes.

Q. "... Badri and I had begun discussions aimed at creating more formal offshore structures to control and protect our major business interests in oil and aluminium... outside Russia, against politically motivated attacks and political opponents..."

A. Yes.

Q. Is this the position: that the investigation that had taken place in relation to Aeroflot had concerned you

and you wanted to conceal your assets?

- A. Just a second. It was 199 -- late '99. I don't remember that time was investigation of Aeroflot still or not just -- ah, I think at that time it was already closed investigation; later on Putin open again. At that time it was closed.

Again, I was -- I already -- to give direct answer to your question, I was already more experienced in politics; I knew that everything could change in a second. And definitely, as I told my Lady before, that even when Putin was my close friend, I understood that he fighting for political position and he may tomorrow say that Berezovsky is enemy. Yes, if it's useful for him, that's it. It's exactly in '99 the same point; nothing new.

- Q. But if the intention was that you were going to have an interest in the KrAZ assets, why not use an offshore company which you controlled to hold that asset?

- A. I'm sorry, the point is that I didn't know what I control. Everything was Badri responsibility and Roman Abramovich responsibility. And the reason why they don't use that, I don't know, I don't know, because I was not a person who construct the structures. I just present my general position that I was in big risk area, this is the point, in much bigger than Badri was. Badri

also have been in risk area. That's it. This is the point.

Q. Now, let's move on to the Dorchester meeting.

A. Yes.

Q. And just following up the point that you made earlier, when we were looking at the Vedomosti article towards the end of March 2000 --

A. Yes.

Q. -- and you were explaining that there was less of a problem, you didn't have to be visible.

My question is this: why did you not ask at the Dorchester meeting to have the shares in your own name, if visibility was not a problem?

A. I already gave explanation that on the one hand we start to prepare the visible structures; on the other hand I understood well that everything could happen even in nearest future. Because that time, as I told you before, I already have some confrontation with Mr Putin as far as Chechnya is concerned, starting at the end of '99, and it means that on the other hand I told precisely that I will not be surprised if Putin start fight against of me.

It means that my position was a little bit controversial. On the one hand I understood that we are in position to win elections, and even we won elections.

On the other hand, having experience -- having negative experience before, I understood that everything could happen. It means that a lot of uncertainty have been in January and a lot of uncertainty for me personally as to what to do as a next step.

On the other hand I want to be visible and make everything in proper western way which conform directly, yes? Not indirectly, directly. Our discussion with Mr Abramovich in Le Bourget where I insist to make everything visible, yes? And Abramovich is refusing that, saying that it's impossible, yes? But it's already the other story.

But my explanation is like I have presented here.

- Q. But the Dorchester meeting took place six days after President Putin's election, didn't it?
- A. You're absolutely correct, it happened 13th and Putin was elected on the 7th. But the situation for me still have a lot of uncertainty. Still I understood well that if it will be some reason to -- as Putin said later, to beat me by stick on the head, it's happened finally. Again, it's on the one hand I was happy what happened; on the other hand I understood that it's a lot of uncertainty as well.
- Q. But you told us at [draft] page 17 of the transcript:
- "The reality is that I have, and I create this

company, one who" --

A. Just a second. What was the page?

Q. I'm just reading the transcript of what you told us a few minutes ago.

A. I see.

Q. I'm just reading it aloud:

"... the key person, as I told you, to create this company because it was [a] proposal given to me, not anybody more, at that stage, at the beginning I mean. And [the] reality is that definitely I understood that we are more protected because Putin is elected..."

A. Yes, it's correct. Moreover that it does not mean that I can't predict that could happen in different way, what has happened as a reality, because, as I told my Lady, that time I already had some point of conflicts with Putin, yes? Chechnya first of all, and it happened very quick when we, okay, took different ways to move forward, yes?

It means that I already was not so naive like before, when I start just political career, yes, and already had experience that everything could change quick. And I had, let's say, in my head as well not the clear vision that everything is fine. In spite of many days I think that it could be fine. But it's happened opposite and I was correct in my doubts.

Q. Now, as far as the Dorchester meeting is concerned, it's right that Mr Anisimov had no involvement in that meeting as far as you're aware?

A. I can't recollect Mr Anisimov even in any stage of merger with Mr Deripaska. I just know that as far as Badri is concerned, he was more involved. And as far as Anisimov told all the time to Badri and to me, I think, yes, but mainly to Badri, that he has a big experience in British -- in precise British way of law and he said that we should do the same -- the same way. But as far as Dorchester is concerned, Anisimov hadn't been there.

Q. Can we turn to your statement at D2, tab 17 at 253
D2/17/253.

MRS JUSTICE GLOSTER: Is that page or paragraph?

MR MALEK: Sorry, page 253.

A. Yes.

Q. What I would like to do is ask you a question arising out of what you say between paragraphs 267 and 269. I'd ask you --

A. 267 and 200...?

Q. To 269. Could you just read those paragraphs to yourself. (Pause)

I'm sorry, I'm told that you may be looking at the wrong place.

A. I'm looking only at the place which you point me,

nothing more.

Q. You may be -- well, let's start again. It's at page 253 in the bottom there.

A. Yes, just a second. 253, I have it.

Q. Yes, and could you look at paragraphs 267, 268 and 269.

A. Yes. You point me correctly, I have seen before the same. (Pause)

Yes, okay.

Q. It's a conversation involving Mr Badri and Mr Anisimov about British law that I would like to look at.

A. Just a second, I would just to remind: it's happened before our meeting in Dorchester? It's happened before our meeting within Dorchester? Yes, correct. Okay.

Q. Now, it's right to say that you were not a party to this alleged conversation between Badri and Mr Anisimov?

A. I don't remember that I have been the party of exactly this conversation because, as I point here, Badri said that Mr Anisimov, yes? But on the other hand I was a party of conversation with Badri and Anisimov as well, I don't know exactly this party, when Mr Anisimov personally told in front of us that he -- as I remember, that time he based -- he had the business in Switzerland. And being even in Switzerland, Anisimov, as I recollect, told us that he use first of all western laws but even British law, yes, being in Switzerland.

And this is my recollection. It means that I don't refer exactly to the meeting, yes, I think, but I had meeting as well in my presence with Badri and Anisimov, and Anisimov talk about the way to use the western or British -- he said British law, I don't remember.

Q. Mr Berezovsky, this is all new to us. When do you say this conversation happened?

A. I told you, I told you that I don't recollect exactly, but we have -- except of that I said: this I refer to Badri. But as well me personally, I also talk to Mr Anisimov not one time and my recollection is that he also in my presence also talk about a positive experience with western law, which maybe is British law.

MRS JUSTICE GLOSTER: So you had one of your informal meetings with Anisimov --

A. Absolutely correct, my Lady.

MRS JUSTICE GLOSTER: -- where he mentioned this point?

A. -- absolutely correct, my Lady.

MRS JUSTICE GLOSTER: I see.

MR MALEK: That's untrue, Mr Berezovsky. You had no discussions with Mr Anisimov about whether British law, Swiss law or Chinese law should be applicable?

A. It is absolutely true, I don't remember about anything Chinese law, you're absolutely correct, but I remember well about western law and absolutely -- and about the

British law.

Q. Can we just look at this advice that you say Mr Anisimov gave to Badri that you're referring to in this section of your statement that we're looking at.

A. Yes.

Q. Am I right in saying this is in the context of your proposed merger with Mr Deripaska in relation to Rusal? Is that right?

A. It's correct to say that, as my recollection is, that Anisimov recommend Badri -- and this is the reference because my connections to Anisimov was much less, and it was part of a lot of other points -- but Anisimov recommend Badri all arrangements, all arrangements which we plan or start to do, to execute, should be in proper English -- proper British law or precise British law.

It's concerning the acquisition of that, it's concerned the merger itself and it's concerned our relations with Mr Abramovich. There are all arrangements here as -- and Badri, as I understand, present exactly this position in Dorchester Hotel.

Q. So when you are referring here at 268 -- you refer to:

"There was a similar discussion... in the context of the proposed merger with Mr Deripaska."

That's at 268.

A. As I remember, this is -- this point is in frame of

preparation to Dorchester Hotel meeting before the --
I'm sorry, before Dorchester Hotel meeting. It's the
preparation for the merger. But nevertheless,
nevertheless it was discussed -- again, as my
recollection is that Badri refer to Mr Anisimov position
about all three steps and acquisition and merger and our
relations with Roman.

As far as me is concerned, I definitely don't
remember that Anisimov told me that, "Boris, you should
do, let's say, acquisition and merger and relations with
Roman by British law", and so. We discussed the general
position, my recollection is. As far as Anisimov, my
meeting with Anisimov, general recollection that
Mr Anisimov mentioned his experience in western law
because of his business in Switzerland and particular in
British law, as my recollection is concerned, but not
precisely: this, that and that.

This I don't mention that Anisimov, let's say,
I talk -- I met Anisimov and he told me that. It's the
reason why I told he met Badri, because I don't
recollect that he discuss exactly those points with me.

Q. So is this what you're telling us, Mr Berezovsky: that
this discussion between Badri and Anisimov about British
law --

A. Yes.

Q. -- was in the context or the frame of the Dorchester meeting; it had nothing to do with the original acquisition of the KrAZ assets?

A. No, no, no, no, no, completely wrong, because it's -- as I told you, all arrangements and as I understand arrangements and it was -- I think mainly it was -- Badri understanding how he should do the arrangements of acquisitions was initiated by Anisimov because already from this point -- because as you remember, I think, you remember that, that Anisimov was one of the seller of the assets.

And, as you remember, the deal was done between offshore companies, as I understand. One offshore company become, I don't know, will be created the new offshore company or they just sold the same offshore company where all aluminium assets already were registrated.

It means that discussion between Badri and Anisimov start not just before Dorchester Hotel meeting but even on the stage of buying assets.

Q. When you look at paragraph 269:

"Badri said that Mr Anisimov... had told him that we should make all our arrangements, including those as between ourselves, 'in a very precise British law way'."

A. Yes.

Q. "Badri said that Mr Anisimov had had positive experiences of using 'British law' in his dealings. Mr Abramovich, Badri and I agreed that the agreements we made regarding our aluminium interests, including those between ourselves, would be subject to British law. Today I understand that the correct word is 'English' and not 'British', but then we did not see the difference."

This appears to be a reference, does it not, to the arrangements in relation to what become Rusal? This is what you're referring to, is it not?

A. Again, sorry, Mr --

Q. Malek.

A. I'm sorry. I already precisely explain that understanding of what we should use came on the stage of acquiring and later on on the stage how should be fixed the deal of merger and our relations and the relations between us and Mr Abramovich as well. This is the point. Nothing more.

Q. Could you be provided, please, with bundle M5 and turn to tab 01, page 11 M5/01/11.

A. Vedomosti I should keep still?

Q. No, that one can go.

A. What is that?

Q. This is an affidavit, a statement, if you turn to

page 1, from Mr Kelleher of --

A. Mr...?

Q. Kelleher. Page 1. M5, tab 1, page 1 M5/01/1.

A. What is that? Mr...?

Q. He's one of your solicitors.

A. Yes, okay.

Q. If we turn to page 11.

A. Just a second. Where is the last page where he put signature?

Q. The signature is at page 27.

A. Thank you. Yes, okay. October, the end of October 2009, okay.

Q. On paragraph 39 --

A. Yes.

Q. At paragraph 39, subparagraph 1, he says this:

"Mr Patarkatsishvili told Mr Berezovsky that Mr Anisimov had told him that the arrangements for the sale of the aluminium assets referred to in paragraph 22 above should be made 'in a very precise British law way'. These agreements were governed by English law."

A. Yes.

Q. And if we turn back to paragraph 22, you can see that these were in relation to the acquisition of the KrAZ assets; it's not in the context of Dorchester and the merger.

- A. Okay, and I don't understand what is wrong what I said.
Please -- just explain it please.
- Q. Well, let me just ask you to turn to one other document
before I ask you a question.
- A. And we fix that it's not my presentation: it's just
Mr Kelleher, how he understood at this stage. This
again is the end of October 2009.
- Q. But he was your lawyer, wasn't he?
- A. No, no, I don't argue, I just want to fix that, yes?
That's it. He's my lawyer and even now he's my lawyer.
- Q. If we then turn to bundle M2. You can put that bundle
away.
- A. I can take it away?
- Q. Yes.
- A. Thank you.
- Q. And turn, please, to tab 10. M2, tab 10, page 61
M2/10/61.
- A. Tab 10?
- Q. Yes.
- A. What is that?
- Q. This is a document which you can see from M2, tab 10 at
47 M2/10.47 is claimant's response -- that's your
response -- to a request made by the third defendant for
information. This is a document in one of the Chancery
proceedings.

A. Just a second. Who signed this document?

Q. This was signed by Mr Marino --

A. Okay. And when it was done?

Q. -- with a statement of truth, and that was in November 2009.

A. Okay.

Q. I would like you to turn, please, to page 61 of this document, where it says that:

"Mr Anisimov had himself advised AP..."

That's Badri.

"... and Mr Berezovsky to ensure that a written agreement was drawn up between them and Mr Abramovich recording their business arrangements relating to RusAL 'in a very precise British law' way."

A. Okay. And what is wrong?

Q. Well, first of all, the statement that Anisimov had advised Badri and you, was that right, or was he just --

A. It's right because it's my impression of our discussion, general impression, and it's impression I present to Mr Marino and Marino reflect like that. Nothing wrong. Not maybe too precise like we are trying to find out now. It's happened ten years ago, even more. What is wrong? I don't understand. What is the point? What wrong the point? What I made wrong say?

Q. It's your statement at paragraph 269 of your evidence --

A. Just a second.

Q. -- at D2, tab 17, paragraph 269, at 253 D2/17/253 --

A. Yes, okay.

Q. -- that Badri said that Mr Anisimov had told him.

A. Yes, okay. Again, it's Mr Marino how he accept that.

Generally it's absolutely precise what he accept: that

Anisimov was the person who supply me and Badri

information of proper -- of useful -- how useful --

MRS JUSTICE GLOSTER: Can I just cut across you,

Mr Berezovsky.

A. Yes.

MRS JUSTICE GLOSTER: What I need to understand is in

paragraph 269 of your witness statement you seem to be

suggesting there that the conversation about British law

was just between Mr Patarkatsishvili --

A. I understood the point.

MRS JUSTICE GLOSTER: -- and Mr Anisimov. In this paragraph

we're looking at, or I'm looking at on the screen, at

page 61, your case seems to be that Mr Anisimov had

spoken not only to Mr Patarkatsishvili but also to you

as well directly to --

A. Clear. I understand that, my Lady.

MRS JUSTICE GLOSTER: I'm a bit confused. So could you just

explain to me: did you have meetings, informal meetings,

direct with Mr Anisimov yourself --

A. Yes.

MRS JUSTICE GLOSTER: -- where you had these sort of conversations or not?

A. No. I don't recollect my direct meeting with Mr Anisimov when he discuss about British law, yes? Correct. But I recollect -- and it's the reason why I did not refer to my meeting but I recollect well meeting with Badri when he refer to Mr Anisimov or British law.

But I recollect well meetings with Mr Anisimov when he discussed the word about useful to use western law because of his experience in Switzerland. This I recollect well. I can't recollect well that he discussed directly British law; I have this impression. But I have 100 per cent impression when Badri told me about that.

MRS JUSTICE GLOSTER: Yes, okay.

A. This is the point.

MR MALEK: The position is this, Mr Berezovsky: that you never had any discussion with Mr Anisimov about using British law, did you, whether in 2000 or any time?

A. Again, I remember well my discussion with Mr Anisimov about western law, 100 per cent. I have not 100 per cent recollection, let's say, about British law but I have 100 per cent recollection that Badri told me

about Anisimov with British law. But again, I can't say that I am sure that I never had any discussion with Mr Anisimov, not about only western law but as well British law. I don't recollect that so well.

But as far as Badri referring to Mr Anisimov that he had discussion with him about British law, I recollect well. It's the reason why I use here the referring to Badri. This is the point.

Q. But you've never said in a pleading or a witness statement that you had a conversation with Mr Anisimov about British law; that's right, isn't it?

A. I never said that I had this discussion, again, as I recollect; but again, it doesn't mean that I did not. I present my recollection to Mr Marino and he present his understanding of my recollection. This is the point.

Q. And it's --

A. Again, I can't say that I had never had discussion with Mr Anisimov about British way of law. I can't say that. I just said that what is my recollection is clear, as far as Badri's discussion with Mr Anisimov, and referring to Mr Anisimov of recollection of precise British way of law. This --

MRS JUSTICE GLOSTER: Mr Malek, I think we've covered this point now.

MR MALEK: Yes.

Now, the next and final topic that I would like to cover is the second Rusal sale. You can put --

A. Just a second.

Q. You can put M2 away.

A. Just a second, because I destroyed the... take, please.

Try to fix that. Thank you.

The second Rusal sale, yes.

Q. So we're now moving forward to June and July 2004.

A. Just a second. June/July, because the first -- my Lady, can you allow me to return back to the time. It was -- we start the sale of our 20 per cent to propose to Abramovich himself. It was the April meeting -- it was the April fixed meeting with Mr Curtis and Mr Badri in Georgia, it was April 2003; correct? And then we propose to Abramovich to sell it together to Deripaska and then --

MRS JUSTICE GLOSTER: Just wait, Mr Berezovsky, because you haven't actually been asked a question.

A. Yes, yes, sorry. I just try to remind for myself. I'm sorry, my Lady.

MR MALEK: So we're now dealing with the second Rusal sale.

A. Yes.

Q. It's right to say that you played no part in the conduct of the negotiations relating to the second Rusal sale

that took place in July 2004; that's correct, isn't it?

A. Just a second. It's the reason, my Lady, why I want to return back to this time. It was -- we sold it in -- I don't have any direct connection to this, you're correct. I didn't have any direct involvement in negotiation.

Q. And it's also right that you tell us that you didn't see any of the agreements that were entered into and nor did you see any drafts?

A. I didn't see -- I did not see any agreement; you're absolutely correct. I was just informed by Badri about that and it's happen finally when Abramovich without -- breached our agreement and sold himself 25 per cent; it's correct. I didn't have any involvement directly in negotiation of that. It was just Badri, as I understand, Mr Anisimov and Mr Abramovich -- Mr Anisimov assist him, Mr Abramovich -- Mr Deripaska, as I understand, and Mr Fomichev as well.

Q. And Badri kept you informed of any key developments in the negotiations?

A. Badri kept me informed, yes.

Q. We can see from the documentation that a number of persons were involved in the transaction, including solicitors Bryan Cave and Akin Gump, and it's right to say that you didn't have any contact with those

professionals, did you?

A. I don't remember that I have any connection to any professional except of -- I don't remember, maybe Mr Curtis. Mr Curtis just participate in negotiation of the last -- with Badri in June/July/August, yes.

I didn't remember any connections to any professional with that.

Q. Mr Curtis was dead by this time.

A. Yes, yes, and I already learned that.

Q. In the course of these negotiations in June and July, it's right to say that you never wrote a letter to anyone involved in the negotiations stating that you had an interest in the shares being sold?

A. I didn't write any letter; this I remember well.

Q. And it's also right to say that not only did you not write anything, you did not have any conversation with anyone concerned with the negotiations to the effect that you had an interest in the Rusal proceeds; that's right, isn't it?

A. No, I -- as I told you, I negotiate to Badri, definitely, and I negotiate, as I remember, to Mr Fomichev as well, who was involved in this negotiation, and I think that's it.

Q. And you didn't speak to Mr Deripaska, did you?

A. No.

Q. And you didn't speak to Mr Anisimov about this either?

A. Not at all.

Q. Now, as far as Mr Anisimov's involvement is concerned, were you aware that he had been approached by Badri to assist in the sale of the second Rusal tranche of shares?

A. What do you mean? Again, who was -- just a second. Could you help me with the last question. (Consults interpreter)

Yes, I knew that; I knew that Badri cooperate with Mr Anisimov. Moreover, as I understand, it was even some conflict of interest between Salford. Now, this is an investment company which Badri and me, we created, and Mr Anisimov, as I understand, came because, as I understand, Salford, they want to organise this deal happened, my Lady, and Anisimov -- my recollection is that Anisimov propose to Badri his help and Salford, on the other hand, propose their help, and it was some competition there. And finally, as I understand, Badri took a position of it's not -- the conflict was solved without my participation. It was Badri's decision that he will go with the help of Anisimov.

Q. By early 2004 it's right to say that Badri was in exile in Georgia and was --

A. I think so. Badri --

Q. -- unable to travel to Russia?

A. Yes, Badri left Russia in 2003, I think, in March, approximately, yes? And after that he stay long time in Georgia and finally he start to move, I don't remember, I think maybe 2004, 2005 even, and as I remember the first my meeting after long term we didn't see each other abroad, I mean, it happened in Israel. I don't remember, 2005, I think, like that.

Q. I want to ask you a question about Badri's relationship with Mr Deripaska. Mr Anisimov will be giving evidence to the court that Badri did not have a good enough relationship with Mr Deripaska to feel able to negotiate with him over the phone or to ask Mr Deripaska to visit Badri in Georgia.

Now, what you say in your evidence -- and perhaps you could turn to this, please. It's at D2, tab 17, at page 290 D2/17/290.

A. Just a second, 290, yes.

Q. At paragraph 420 you say this, and this is the penultimate sentence there:

"Badri had a good relationship with Mr Deripaska whom he had known for a long time."

A. Yes.

Q. I just want to focus on that. What made you think that Badri had such a relationship with Mr Deripaska?

A. First of all, Badri was different from me: Badri had good relations with almost everybody. At least given that when Badri died and a lot of people fight against of me, see me as an enemy, as I know, even FSB generals made sympathy to his widow, saying that they -- they have sympathy to him. And Badri definitely had very good relations with Deripaska.

Q. And that was in June and July 2004 as well?

A. All the time. Badri never broke any relations with anybody. This is -- was Badri way. It's completely different from my way, but it's so. And Badri had good relations with -- even with Abramovich he continued to have relations, understanding that Abramovich betrayed us. But Badri is like he was; it's different from me.

Q. Could you, Mr Berezovsky, be provided with H(A) volume 89, opened up at page 262 H(A)89/262.

A. This I can move a little bit away?

Q. Yes. You should have open in front of you a document headed "Boris Berezovsky: Asset Requisition":

"Visit to Georgia Tuesday 28th June... to Thursday 30th June 2005."

A. Just a second. Which is the line?

Q. Lines 3 to 4.

A. Line 3, yes.

Q. And at line 8 you see:

"The following is the proof of evidence taken from Badri Patarkatsishvili... during a meeting which took place at his residence..."

And those present included Andrew Stephenson, who was at Carter Ruck, your lawyer; that's correct, isn't it?

A. Yes.

Q. And also Jim Lankshear --

A. Yes.

Q. -- who was assisting Mr Stephenson, and he's at Streathers?

A. And what is that -- this is notes, yes?

Q. Yes, it's a draft --

A. This is notes -- draft notes of Mr Stephenson, yes?

Q. Well, I'm not sure which one. But it's notes of a -- it's basically a proof of evidence based on the interview that took place with Badri.

A. Just a second. Again, this is notes of solicitor, yes?

Q. Yes.

A. Thank you.

Q. Then if you turn, please, to page 272 H(A)89/272, at line 357, under the title "Sale of Rusal" and then at 363:

"RA entered into negotiations direct with Deripaska for the sale of his 25%. The sale to Deripaska went

through despite the agreement we had with RA that neither party would sell his 25% independently. After the sale had been closed, RA came to Tbilisi at my invitation to talk about the future."

And this is the sentence I would like to look at --

A. Which one?

Q. At line 366:

"I said to him" --

A. Just a second. "I said to him"; to whom?

Q. "I said to him that I did not want to stand alone with Deripaska."

So that's Badri --

A. Yes.

Q. -- saying that he did not want to stand alone with Deripaska.

A. Okay.

Q. "I wanted to sell."

Do you see that?

A. Yes, I see.

Q. Now, there's another passage:

"I did not want to deal with Deripaska direct."

Do you see that?

A. "I did not want..." Yes.

Q. And is that something that Badri had told you at the time?

A. I don't remember that at all.

Q. Now, if we then turn on to the next document --

A. Just I understood that Badri like that as far as Roman destroy our trust, he breach our trust, I understand that Badri position was to use Roman to help to organise at least what is possible to organise. And I think that maybe Badri understood that Roman feel not so comfortable what he have done and it's the reason why he think that involvement of Roman will help to make a deal happened.

And it's the reason why he maybe didn't want to stay face to face to Deripaska because in any case it was not possible to do because still Roman hold our shares or the second, let's say, 25 per cent. It means that without Roman, I don't think that Badri could do anything at that time.

Q. Could Mr Berezovsky be provided H(A) volume 95.

A. This is -- we are finished with that?

Q. Yes, it's finished.

A. Thank you.

Q. The question I have on this will come after this document. It's at page 247 H(A)95/247. These are the typed-up notes of Michelle Duncan --

A. When?

Q. -- of Cadwalader. She went to Tel Aviv and had an

interview --

A. 2007, yes?

Q. Yes, November 2007.

What I would like to look at with you is at 247.

A. Yes, I have it.

Q. And then if you look at 247 then halfway down, where there's a discussion that -- notes of this discussion, it's a column starting "Badri".

A. Just a second. Could you help me? (Consults interpreter)

Q. Where it appears to say that --

A. Just a second. In the middle, at the end; where is it?

Q. It's the middle of the page.

A. Yes. How it start, the sentence?

Q. "After this no divs, no relat w OD..."

Which I read as "no relationship with Mr Deripaska".

A. It's Badri said?

Q. Yes.

A. Yes. "After this no" --

Q. No --

A. No dividends.

Q. Yes, but no --

A. No dividends.

Q. Yes, and then it's the phrase:

"No relat[ions]..."

It appears to --

A. I can't comment that. I don't understand.

Q. Where it says:

"No relat[ionship] w[ith] [Mr Deripaska]..."

A. I don't understand what Badri mean, I don't understand what Michelle Duncan. Badri had good relations with Mr Deripaska.

Q. Well, isn't that consistent with what Mr Anisimov will be saying: that there was no relationship --

A. Anisimov -- definitely Anisimov will comment himself. I think that Anisimov absolutely wrong saying that Badri didn't have good relations with Deripaska. He had good relations with Deripaska.

Q. Now, it's right to say that Mr Anisimov was not instructed by you to do anything, was he?

A. He was not instructed by me, definitely.

Q. And he wasn't negotiating on your behalf, was he?

A. Anisimov?

Q. Yes.

A. No.

Q. And it's right to say, as I think you've confirmed earlier, you had no conversations with Mr Anisimov at this time about the sale of the shares, did you?

A. About sale of the shares of --

Q. Rusal.

A. -- of Rusal? I don't recollect that.

Q. Now, the --

A. I just recollect that at the end of the deal or when we have done the deal, Badri told that he is going to buy shares in -- not in Metalloinvest, that time it was Mikhailovsky GOK, yes, Mikhailovsky GOK which produce -- okay. And he said that it will be deal which Anisimov brought for us and that --

Q. We're talking about Rusal, just about Rusal.

A. No, no, because, as I told you -- what is the question again, sorry?

Q. You had no discussions with Mr Anisimov in June or July about the sale of any Rusal shares?

A. I can't -- I can't recollect that.

MR MALEK: My Lady, I've got another 15 minutes. I don't know whether that's a convenient moment to take the break?

MRS JUSTICE GLOSTER: No, I'll sit on to 11.45.

MR MALEK: Right.

As far as the transactions developed, you've explained how you didn't see any of the contractual documentation. But if we could turn to your statement at D2, tab 17, at page 290 D2/17/90.

A. This finished with that now?

Q. Yes.

A. Thank you. Which page?

Q. Page 290.

A. Yes, I have it.

Q. Paragraph 423.

A. Yes.

Q. Your evidence is to the effect that there would be no formal recognition of your interest, where you say "my interest was not expressly recognised", that's line 9, and at line 4 you refer to this, because of your "continuing political involvement".

Now, it's right that at this time, in June 2004, at the time the negotiations were taking place, you were making statements to the press indicating that you had an interest in Rusal; that's right, isn't it?

A. I don't remember. Maybe. I don't remember.

Q. Could you turn, please, to H(A) volume 74, at page 123 H(A)74/123. There's a number of documents but I think one will be enough. It's at 123. This is a document, an article, June --

A. In Kommersant.

Q. Yes -- 2004, 2 June 2004. And then over the page --

A. Just a second. Do I have Russian version here? This one?

Q. Yes, it's at page 223.

A. 223, I have it.

Q. Sorry, 123.

A. 123, I have it.

Q. Then over the page at 124 there's a --

A. Just a second -- is it in Russian or it's in --

Q. This is in English.

A. Just in English, yes?

Q. Yes.

A. Okay.

Q. And over the page it is said that:

"... the... oligarch told Vedomosti that he and
Badri... owned all 25% of [the] RusAl shareholding..."

A. Yes.

Q. And then it goes on to say that you hold the possibility
of challenging the deal in court.

A. Yes, okay. I don't remember that, but it could be.

Q. It appears you did say that to Vedomosti.

A. Yes, yes. No, no, no, I just -- I don't argue.

Q. Now, what was the purpose of you making these statements
to the press?

A. I don't remember that, what was the purpose.

Q. Well, was it because you were not prepared to assert
a claim to the parties negotiating the deal because you
wanted, in any event, the shares to be sold for whatever
reason?

A. I don't remember that. I don't remember why I made this

interview. But I think I had some reason, but I don't -- I can't recollect it now.

Q. And you tell us that Mr Badri kept you informed on key developments relating to the negotiations?

A. It's correct.

Q. Did you know that Badri had confirmed on a number of occasions to those involved in the negotiations that you were not involved?

A. It's completely wrong. You know well that there are a lot of evidence that in the first stage, on the initial stage, my name mentioned many times as Badri and -- "B&B". And I was also presented some papers, I'm not so good in papers, but I was presented enough to understand that it was clear understanding of Roman Abramovich and Deripaska as well, and definitely Mr Anisimov as well, that I am a party of that.

And later on they tried to hide me, let's say, deeper and deeper, and finally Badri said, "Boris, they will not accept if your name will be mentioned even", and I said, "Fine". As I told you, what I was not ever informed from Badri, that Badri signed that he never -- it happened already later on when I have seen this paper, I think during disclosure somewhere, I don't remember well -- that Badri even signed the paper that he will not go to court to fight for that. This never

Badri mentioned me.

But all the rest, I was informed. I was informed that they start negotiation with clear pointing me as a part of the sale and later on, step by step, they require not to mention my name at all. And Anisimov knew well that even when we sold, it was our money, Badri and mine together, because we together invested in Metalloinvest this money -- not Metalloinvest, Mikhailovsky GOK this time.

Q. You said a moment ago, and the reference to the transcript is [draft] page 50, that you were:

"... also presented some papers, I'm not so good in papers, but I was presented enough to understand that it was clear understanding of Roman Abramovich and Deripaska as well, and definitely Mr Anisimov as well, that I am a party of that."

My question is this: those are not documents that you saw at the time, are they?

A. No, no, no, it's not documents; it was papers during the preparation for the trial. I just remind -- I just want to remember. It's just negotiations between parties and so, where my name was mentioned at the beginning as a party which are selling their second tranche of 25 per cent.

Q. Now, Mr Anisimov and Mr Streshinsky --

A. Who?

Q. -- Mr Streshinsky of Coalco will say that Badri told them that he was acting alone and that you were not involved in the deal. You're aware of that?

A. It's completely -- it's complete lie.

Q. It's a lie that Badri had that conversation?

A. Badri never had this conversation in front of Anisimov, in front of anybody from Anisimov, because everybody knew well that we were partners 50/50 and it's absolutely impossible that Badri could tell that to anyone.

Q. And it's also --

A. Moreover, if you return, as I propose to you, to papers where they start negotiation about selling our -- selling the second tranche of 25 per cent, it's absolutely clear that everybody, and first of all maybe Anisimov better than anyone, maybe Abramovich as well at the same level, understood well that who are really sellers of the second tranche.

Q. And it's right that in the contractual documentation Badri gave a declaration, a representation, a warranty to the effect that he alone held the beneficial interest in the shares being sold?

A. What I know, that Badri told me that they don't accept the position if I will be seen in any way. It means

that everybody what Badri have done, he have done alone, but with clear understanding that for himself and for the other, that he is doing that under mine and his interest. This is the point.

Q. Could Mr Berezovsky be provided with H(A) volume 84 at page 2 H(A)84/2. Now, this is headed "Beneficial Owner Deed of Release" and you can see that it's signed by Badri, Cliren, Rusal and Eagle. And if we then go --

A. Just a second. Signed by Badri?

Q. Cliren, Rusal --

A. Cliren? Just a second. What is that, Cliren?

Q. Yes.

A. Cliren, what is that?

Q. It's the second company.

A. And Badri?

Q. Is the first party. He's the beneficial owner.

A. I see. Okay, good.

Q. I'm not going to ask you anything about contractual provisions --

A. Yes.

Q. -- but I just want you to look at paragraph 3 on page 4 H(A)84/4, where it says:

"The Beneficial Owner" --

A. Just a second.

Q. "[Badri] represents and warrants to the Purchaser and

the Company that as of Completion" --

A. I'm sorry, I'm sorry, I didn't find that. Where is that?

Q. At the bottom of page 4, paragraph 3.

A. Just a second. Page 4, paragraph 3, yes.

Q. There's a representation and over the page there's an indemnity.

A. Ah, okay.

Q. And my question is: did you know that Badri had made a representation to this effect, that he was the sole beneficial owner?

A. I absolutely was surprised when I have seen the first time -- was referred to the first time that Badri signed an indemnity and it's really what he didn't discuss with me. If he would discuss with me, definitely I don't have clear, let's say, answer what I would do. My -- definitely my reaction was not to accept that.

And, as I understand, that time Nikolai already was not in jail. It's 2004: Nikolai was released in March, in March 2004. And I don't know what I would do.

Definitely I would not -- I think I would not accept that, yes? But what is the truth, that Badri never told me anything about that, never.

Q. So he never mentioned that he was signing this type of clause?

A. Never. He never mentioned me about that.

Q. Are you sure of that?

A. 100 per cent, because it's a principle position because, as I told you -- sorry, not you, as I told to Mr Sumption that I took a principle decision finally to go to court one day. It means that definitely it would not be useful if I would have that signed.

Q. Just two documents we would like you to look at. Can Mr Berezovsky be provided with J2, tab 2.11 at page 218 J2/2.11/218.

A. This I may take away?

Q. Yes.

A. Thank you.

Q. If we start off by looking at 171, so that you're aware --

A. I'm sorry, I still don't have that.

Q. I'm sorry.

A. Yes.

Q. Just behind tab 11 at page 171, J2/2.11/171, you'll see this is the first witness statement of Mr Mitchard.

A. Just a second. I have J2, flag 1, yes?

Q. J2 and then can you go to -- yes, J2, then 2.11, and it's at page 171.

A. Just a second, I have different one. J2/2, yes?

Q. J2/2.11/171.

A. Just a second. It's not J2/1, which I was given, no?

Q. J2/2.11/171.

A. J2/2.11. Just a second. Okay, 11. What is that?

Q. This is a statement of Mr Mitchard, who was a lawyer,
a solicitor acting --

A. For Abramovich?

Q. Yes. What he says -- this is at page 218 J2/2.11/218,
and what he says is --

A. Just a second.

MRS JUSTICE GLOSTER: Do you want page 171 or some other
page?

MR MALEK: I want page 218 and I want to go to paragraph 78:

"It is notable that Mr Berezovsky gives no evidence about the July 2004 settlement arrangements in his own witness statement. However, in paragraphs 467 and 469 of Mr Marino's Witness Statement, Mr Marino effectively says that Mr Berezovsky's evidence is that Mr Patarkatsishvili misrepresented in the settlement documentation that Mr Berezovsky had no interest in Rusal Holding Limited. However, and again notably, this is not a matter which Mr Marino suggests Mr Patarkatsishvili himself confirmed at any time in any of the various interviews with him to which Mr Marino refers in his statement."

A. Just a second. Can I read, because I'm not so quick in

English like you. Just a second. (Pause)

Q. If we then go forward to J2/2.19, page 240

J2/2.19/240. So go to tab 19, same volume.

A. Yes, same volume. Tab 9?

Q. 19.

A. We keep that, yes? We keep that.

Q. Yes. 19, so you're going the other way.

A. Okay. 19, what is that?

Q. This is Mr Marino's second witness statement in the
Commercial Court action. Could you please read --

A. Just a second, I want to... Okay.

Q. Then go to page 257 J2/2.19/257. Do you have that in
front of you?

A. Yes, I have -- just a second. Yes, I have it.

Q. And then at the bottom of 257 --

A. This is Mr Marino, yes?

Q. Yes.

A. This is Mr Mitchard and this is Mr Marino?

Q. Exactly, and we're looking at Mr Marino. Mr Marino was
your solicitor, wasn't he?

A. Yes, yes, at that time.

Q. And what he says is this --

A. In which paragraph?

Q. Paragraph 94, at the bottom of the page.

A. Yes.

Q. "I am informed by Messrs Stephenson and Lankshear and by Mr McKim that Mr Patarkatsishvili explained the following to them..."

A. Yes.

Q. Then at (e), at the bottom:

"The sale documentation..."

A. Just a second. (e)?

Q. Yes. I'm going to read it aloud:

"The sale documentation was prepared by Mr Deripaska's lawyers. It contains no reference to Mr Berezovsky's name and it contains a warranty that Mr Patarkatsishvili is the beneficial owner of 25% of Rusal and an indemnity to cover the position if anyone else were to claim to have a beneficial interest in the shares sold."

A. Mm-hm.

Q. Then paragraph 95:

"I am informed by Mr Berezovsky that shortly before the sale of the 25% interest in Rusal to Mr Deripaska, Mr Patarkatsishvili discussed with Mr Berezovsky the proposed terms of the sale and mentioned the warranty and indemnity referred to above. Mr Patarkatsishvili explained to Mr Berezovsky that these terms were insisted on by Mr Deripaska. Mr Berezovsky agreed with Mr Patarkatsishvili's view that they had no choice but

to accept these terms -- in the same way as they had no choice but to accept the price offered -- or risk not getting anything for the interests."

A. I see. I don't remember that at all. I don't remember that I have seen -- only after I have seen the paper which Mr Patarkatsishvili signed. I was informed -- I got information that it was condition of indemnity and before I never knew about that. This is the point, and definitely it should be explanation why Mr Marino referring to me, saying that I was informed about that. Definitely I was not informed about that.

Q. So when Mr Marino, your solicitor at Addleshaw, says that, "[Badri] discussed with Mr Berezovsky the proposed terms of the sale and mentioned the warranty and indemnity referred to above", is that true or not?

A. Again, I'm sure that I never discuss that with Mr Marino because I did not know that. I knew that only the documents were disclosed, the first time I have seen them. I never have seen that before.

Q. Now, the reality is this, is it not, Mr Berezovsky: that you were content for Badri to tell everyone that he was the only person involved and it was only his interest that was being sold?

A. It will be absolutely clear from the papers which are disclosed that as -- from the very beginning everybody

understood who are real owners of that and that Badri and me the people who prepared to sell -- not prepared -- who want to sell, nothing more, and it's absolutely clear from all discussions and every parties knew that perfectly.

- Q. And it's right that you were content for Badri to contract on the basis that you had no interest in the Rusal shares; that's correct?
- A. I told Badri that he is absolutely free to do everything what he like to do. If they want to hide me, they may hide me. But, again, Badri never mentioned me that it will be indemnity to sell that shares, if we sell the shares. This is the point. Because as I told you -- Mr Sumption at the beginning, that from the very beginning I took a decision to go to court against of this threat and intimidation.
- Q. And you were content for Badri to give the warranty and indemnity that we've just --
- A. Absolutely correct.
- Q. And you knew that you had no interest in the Rusal proceeds and that is why you did not notify anyone of your interest?
- A. I knew that I had interest which presented by Badri and which later on we sold -- we invest to Metalloinvest. This my knowledge is. And my knowledge is that we have

25 per cent of Rusal on the equal basis with Mr Abramovich and Abramovich breached the trust. This my knowledge is.

Q. And the reason why you were saying to the press, the media, that you had an interest is that you wanted to remain on the stage and you wanted everyone to think that you had an interest, in exactly the same way as you'd done in relation to the KrAZ assets earlier?

A. Again, I don't remember the reason why I gave this interview. We may go into details and definitely take some time but I will remind. But the reality is what I described to you now: we owned on the equal basis with Mr Abramovich 50/50 Rusal and the rest Deripaska owned. And Mr Abramovich breach our trust and absolutely in terrible way because we start to discuss with Abramovich the first stage: as I told you before, it was the stage when we discussed to sell our shares to Mr Abramovich. It was the first stage. The second stage, to sell together to Mr Deripaska.

Abramovich didn't pay attention to that and one day just decide to sell himself. And I knew that, I knew that from Badri, which knew that from the news. It's incredible what Abramovich had done. And moreover Abramovich, as I understand now, already later, when it was disclosure, that Abramovich signed that the rest

25 per cent are not able even to influence -- to dilute the shares, what Abramovich signed in his agreement with Deripaska. But I think that Abramovich will have chance to explain that in witness box what he have done.

MRS JUSTICE GLOSTER: Right. I'll take the break now. Ten minutes.

(11.50 am)

(A short break)

(12.04 pm)

MRS JUSTICE GLOSTER: Have you finished, Mr Malek?

MR MALEK: I have finished, yes.

MR ADKIN: My Lady, I propose, if your Ladyship is happy for me to do so, to cross-examine from the back. If Mr Berezovsky can hear me properly and if your Ladyship can as well, it will save logistical difficulties.

THE WITNESS: Excuse me, my Lady, I'm sorry that I interrupt. Mr Adkin, it's not good --

MRS JUSTICE GLOSTER: You can't hear?

THE WITNESS: Yes, yes. Not correct.

MR ADKIN: Let me try that.

MRS JUSTICE GLOSTER: Is that any better?

MR SUMPTION: If Mr Adkin wants to come here and I'll replace him back there, I'm perfectly happy with that.

MRS JUSTICE GLOSTER: The trouble is he's got all his files there, haven't you? I was slightly hoping you were

going to move, if you needed to move.

MR ADKIN: I'm happy to move if that would assist. If Mr Berezovsky cannot hear me, then clearly I have to move.

MRS JUSTICE GLOSTER: How long are you going to be?

MR ADKIN: Not very long. Half an hour, I would think.

MRS JUSTICE GLOSTER: Right. Well, let's start, Mr Berezovsky, and if there's a problem, I'll take an early lunch and Mr Adkin will have to shift forward to the front, okay?

THE WITNESS: Thank you, my Lady.

Cross-examination by MR ADKIN

MR ADKIN: Mr Berezovsky, I want to ask you some questions about the acquisition of the aluminium asset which led up to the agreement of 10 February 2000. Do you remember that agreement?

A. As I told you, I read this agreement only after that. I did not participate in preparation of this agreement and definitely I just know that the basic -- that this agreement of buying assets in aluminium and, as I understand, agreement itself between parties --

Q. Mr Berezovsky, sorry to interrupt you. I don't want to ask you about that agreement at this point.

A. Yes.

Q. I just want to make sure you understand what I am asking

you about.

A. You ask me about agreement 10 February; correct?

Q. Correct.

A. Yes.

Q. Now, when it was suggested to you, do you recall, during cross-examination last week that Mr Abramovich had been approached in late 1999 by the vendors of the aluminium assets, you suggested in response that the idea was funny, so preposterous as to be amusing, and --

THE WITNESS: I'm sorry, my Lady, it's not good connection here.

MRS JUSTICE GLOSTER: Okay. I'll ask you to move to the front and I'll ask the usher to come and collect me when you're ready.

(12.06 pm)

(A short break)

(12.10 pm)

MR ADKIN: My Lady, I'm extremely grateful.

Mr Berezovsky, the question I was asking you was this: do you recall when it was suggested to you during cross-examination last week that Mr Abramovich had been approached in late '99 by the vendors of the aluminium assets that you responded by saying that the idea was funny and that Mr Abramovich was nobody at the time? Do you remember that?

A. I remember.

Q. Could you go to D2, tab 17, page 257 D2/17/257. This is your witness statement.

A. Yes.

Q. Would you mind reading paragraph 285, please, and 286.

A. 255?

Q. 285, please, and 286.

A. Yes, I remember that well.

Q. Yes, Mr Berezovsky. You say here, don't you, that by the end of 1999, Mr Abramovich's influence over the president and his circle had surpassed your own; that he went to Mr Putin's birthday party, which you did not?

A. Yes.

Q. Yes.

A. It's correct.

Q. Mr Berezovsky, you are not suggesting in these paragraphs that Mr Abramovich was a nobody, are you?

A. You are absolutely correct. And when I said that Abramovich is nobody, maybe it was not -- it was just part of the truth, because that time Abramovich really already took influence and he become known. Definitely not a lot of people understood that time. I just mention that his influential power just start to grow and he really was -- for many, many people he was nobody at that time and definitely his power, his power become

strong only after Putin sat in the -- came in the chair of president.

But it's not correct what I said, that Abramovich not -- was nobody. But his influence just start to grow that time.

Q. Mr Berezovsky, do you remember the oath that you took at the beginning of your evidence?

A. Sorry?

Q. Do you remember the oath that you took at the beginning of your evidence?

A. Definitely.

Q. Can you remember what it said about the truth --

MRS JUSTICE GLOSTER: I don't think we need to go into the terms of the oath.

MR ADKIN: Mr Berezovsky, Mr Abramovich was not a nobody at the end of 1999, was he?

A. I would like to insist that for -- from the common point of view, from the -- sorry, from the general point of view he was nobody and it's absolutely correct. For the small circle of people, it was clear understandable that his power is growing.

And again, I just want to remind you that his position which he took of growing of power, it's made by me because his request to introduce him to Tatyana, to Valentin and later on to Putin. It means that

I understood that he is growing, but nevertheless not a lot of people at that time really recognised that he's so powerful become.

And you mentioned correctly he was invited to Putin's birthday. What do you know? How many people knew that Abramovich have been on Putin birthday party at that time? I'm sure that even very small circle understood that he become close to Mr Putin.

Q. Now, you said last week, didn't you, that the vendors of the aluminium assets wanted to sell their assets to you and that the reason for this was because of their fear of political instability as a result of the upcoming elections? That was your evidence, wasn't it?

A. You're absolutely correct, my understanding.

Q. And you suggested that that's why they had come to you and you were prepared to accept the risk because you knew that you would win the elections, by which I assume you meant President Putin would win?

A. It's correct what you said. But on the other hand, as you know, in my witness statement as well, already in '98/'99 I was invited [by] people from aluminium industry to solve the conflict between them on the one hand and on the other hand with the governor of Krasnoyarsk, General Lebed. And I just want to remind you that in 2000 Lebed continued to be governor.

It means that they came to me because of two reasons: because my influential power on the federal level and my influential power on the regional level. What is absolutely important that you understand if you build business in some region and I think they came to correct address.

Q. Mr Berezovsky, I suggest that the explanation that you have given as to why the aluminium vendors came to you and why they sold their assets is nonsense because everyone knew, from late '99 at the latest onwards, that President Putin was going to win.

A. It means that you didn't know Russian history at all because when Putin was appointed prime minister, even leading Russian politicians said that it is absolutely nonsense, Putin never will be elected. And it was a common view if you open what politicians, at that time famous politicians, like Nemtsov, like Chubais, like many others, told about Putin: they didn't believe at all that he would win elections. Even when he was appointed as the acting president from 1 January, it was common point that definitely he will -- he could lose the election to Communist.

It's absolutely wrong to say that everybody understood that Putin will become president. Me, yes, I understood; maybe five people more understood well,

but not more.

Q. Mr Berezovsky, could you take up, please, bundle G(B) and turn to tab 1. Bundle G(B)1, sorry, I should have made that clear. Bundle G(B)1/1, tab 1.

I assume that you would accept that your Russian history expert knows about Russian history?

A. Sorry?

Q. I assume that you would accept that your Russian history expert knows about Russian history?

A. Definitely he knows. Much less than me, but knows.

Q. Would you look at paragraph 83.

A. Because I made the history; he just learned the history.

Q. Indeed.

A. Sorry?

Q. Would you look at paragraph 83, please; that's page 25 G(B)1/1.01/25.

A. Which paragraph?

Q. Paragraph 83.

A. The page 83?

Q. Page 25, that's on any of the numbering, page 25, and paragraph 83 on that page.

A. Yes.

Q. "Putin became Russia's acting President on the resignation" --

A. Just a second. Which is the --

Q. Would you please read --

A. Paragraph 83, yes?

Q. -- paragraph 83.

A. Yes. (Pause)

Okay.

Q. That's what your Russian history expert says.

I now want to show you what you say in your witness statement. Would you take up your witness statement, please --

A. Yes.

Q. -- at page 244, paragraph 228 D2/17/244.

A. Yes.

Q. Would you read that paragraph, please. (Pause)

A. Yes. And what of?

Q. It's a matter of record, isn't it, that the Duma elections were held on 19 December?

A. Yes.

Q. So what you're saying here is that it was already by this time that Putin would succeed President Yeltsin.

A. Yes.

Q. Is that paragraph true?

A. Again, it was -- again, where is that?

Q. Paragraph 228.

A. No, no, where is it that Putin succeed -- ah, here. It was obvious for me, it's correct. For me it was

obvious.

Q. It was obvious for you?

A. Yes, it's my statement.

Q. Can I remind you of what you said during
cross-examination.

A. Yes, definitely.

Q. That was on Day 6, page 145 --

A. Could you show me that?

Q. I think you will need to get that online, Mr Berezovsky,
on the screen, if that can be done.

MRS JUSTICE GLOSTER: Well, he'll need some help.

THE WITNESS: Yes, I have it. Thank you.

MRS JUSTICE GLOSTER: You can do it.

MR ADKIN: If you could get it, Mr Berezovsky, that's fine;
if you can't, then I'm sure you can be helped.

THE WITNESS: Yes.

MR ADKIN: At page 144 you were being asked by Mr Sumption
about your relations with --

MRS JUSTICE GLOSTER: Hang on. Let him get the transcript
up.

THE WITNESS: Page 44?

MRS JUSTICE GLOSTER: Day 6, page --

THE WITNESS: Yes, I have it. 44?

MR ADKIN: Page 144 we'll start at.

THE WITNESS: Yes, okay. Yes.

MR ADKIN: I'm using the page numbers -- I assume it's the
manuscript page numbering. I'm looking at it on the
screen.

MRS JUSTICE GLOSTER: If you look at it on the screen, the
page number is the number on --

MR RABINOWITZ: He has a hard copy, my Lady.

MRS JUSTICE GLOSTER: Fine.

MR ADKIN: At line 21 of page 144, you are asked a question
by my learned friend Mr Sumption and would you read,
please, from that to page 145, line 8.

MRS JUSTICE GLOSTER: That's starting, "And your relations
with Mr Putin as I understand it...?"

MR ADKIN: My Lady, yes.

THE WITNESS: Where I should start? Line -- page 144 or
line which one?

MRS JUSTICE GLOSTER: Page 14 --

THE WITNESS: 144, yes, and which line?

MR ADKIN: Line 21, please.

THE WITNESS: 21 line.

MR ADKIN: 21, and you should see there the question --

THE WITNESS: Yes, thank you, now I see that.

MR ADKIN: Hold on a moment, Mr Berezovsky. I'm just going
to tell you what you should be reading. You should see
at line 21 the question:

"And your relations with Mr Putin, as I understand

it, were initially very good..."

Do you see that?

A. Yes, I see that.

Q. If you would read on, please, from there to page 145,
line 8. (Pause)

A. Yes, it's correct.

Q. The reason you said that, Mr Berezovsky, and you didn't suggest it was only your own views, and the reason you said what you said in your witness statement, to which you've just been taken, is because when you were giving your evidence you were agreeing, weren't you, with what your expert has said, which is that it was obvious to everybody that from late 1999 President Putin was going to win?

A. You're absolutely wrong. It's terrible how you are wrong because I tell you that even to the last moment when presidential campaign start, it was up to the last day of election campaign, it was a lot of doubts for many, for majority, the biggest majority, that we'll have the second round. And in second round, what we afraid, that in the second round Communists really took -- had chance to win.

It means that it's -- again, it's my direct speech and it's absolutely correct what I'm saying here: for me it was obvious, definitely. For the others it wasn't so

obvious. Like, for example, I'm sorry, my Lady, to say that for me in '96 also it was obvious that Yeltsin win, having rating 5 per cent against of Communists. But it was -- and it is the reason why Mr Soros said that I will be killed next day after Communists will take power, but I was sure that it's wrong. Exactly the same situation here.

And believe me, Mr Adkin, believe me that I'm really expert on Russian politics.

- Q. I'm going to suggest to you that your explanation for your previous evidence and for the aluminium sale and your involvement in it is completely false.
- A. It's completely wrong what you tried to present here, and you may be wrong(?).
- Q. Now, Mr Berezovsky, you gave evidence last week also, didn't you, that you assumed obligations to the vendors of the aluminium assets under the 10 February 2000 agreement despite the fact that you were not a named party to that agreement?
- A. Yes, it's absolutely correct that my role was from the beginning --
- Q. Mr Berezovsky, forgive me. I'm not asking you now about your role; I'm just reminding you of your evidence and I want to ask you some questions about that evidence.
- A. Which kind of obligation you mean?

- Q. Well, presumably very significant obligations: for example, to pay for their assets.
- A. Definitely I did not. Definitely I understood, after Roman Abramovich calculate money and said we have enough money, it was already obligations of Mr Abramovich, but in front of people who took -- who had proposed me that. I gave answer only after Abramovich said that we want to pay -- to buy.
- Q. Mr Berezovsky, you said you assumed obligations under that agreement. What obligations do you think you assumed?
- A. I think that my obligations was that we are proper buyers, that we are prepared to take risk and to buy that and that we able to pay for that. That's it.
- Q. I understand. So were you assuming the obligation to pay?
- A. After I met Abramovich and he said that he like idea to buy these assets.
- Q. Mr Berezovsky, forgive me, I'm going to ask the question again. Do you say under the 10 February 2000 agreement you were assuming an obligation to pay for the assets?
- MRS JUSTICE GLOSTER: When he says "you", he means you personally. That's the question that's being put to you.
- A. Definitely people understood that I'm one of the owner

of Sibneft. They didn't have any doubts. And it's the reason why they -- when I said that we buy that, they understood that I took this obligation in front of them.

MR ADKIN: And it's right, isn't it, that the Reuben brothers, who were on the other side of this transaction, were not Russian, were they?

A. As I understand, they are English.

Q. They are English. And it's also right that the Trans-World Group was a metals trading company based in the UK, isn't it?

A. I don't know that.

Q. And it is also right, is it not, that you were at the time of this agreement a highly controversial figure and that several public accusations of dishonesty had been made against you?

A. Could you tell that in more details?

Q. Well, you'd been charged with fraud, hadn't you, Mr Berezovsky?

A. That time, in December '99?

Q. Well --

A. I think you're absolutely wrong because it's -- again, the same story was Aeroflot and that time the investigation against of me was closed because I support Putin and I don't know who made this happen. But that time no one, as I remember, no one charge was against of

me.

Q. No, the charges had been dropped in advance of this agreement, hadn't they, in 1999? But you had previously been publicly accused of fraud, hadn't you?

A. Nobody paid even attention to that.

Q. Nobody paid any attention to that?

A. Me as well.

Q. That was completely ignored, was it, publicly?

A. Absolutely.

Q. Nobody --

A. Because I knew from the beginning that it's completely falsified.

Q. It would not have had any impact on the way people behaved, would it?

A. You know that if people came to me that day, it did not influence at all for that people. We know the answer.

Q. I'm sorry, I didn't catch that.

A. The fact that people came to me and gave this proposal demonstrate that they did not believe in that.

Q. I see.

A. Good.

Q. So it's your evidence, is it, that nobody with whom you contracted in February 2000, or with whom you say you contracted, was in the least bit worried about the fraud allegations that have been made against you?

A. At least nobody mentioned me that. I don't know what they feel. They never mentioned me and I'm sure that if they felt like that, they never came to me.

Q. Why couldn't the agreement with you be in writing then, Mr Berezovsky?

A. Many times I gave answer to this question. I just can repeat the same: because of -- first of all because of request of Mr Abramovich and I accept his worry that we -- I still in very dangerous political -- in very dangerous area and as far as I trust him, I accept his position and, you know, in spite of Badri. As I told you, Badri fight -- not fight -- Badri propose that he will manage the assets, the company, aluminium, and definitely if Badri took this responsibility, it's absolutely clear that I'm the same.

And again, my argument was because of two reasons: because of also political involvement of Badri; but maybe the main reason, because that time, in front of election, presidential election, I need to be sure that the main TV channel of Russia will play their decisive role in elections on our side.

Q. What has that got to do with your agreement? What has that got to do, Mr Berezovsky, with not having an agreement in writing?

A. I just told: because Roman Abramovich, who I trust,

insist that it should be just oral agreement; that's it.

Q. What has the running of ORT got to do with not having an agreement with you in writing?

A. I'm sorry, I had even more exposure position than Badri and Badri also had exposure position running ORT. We discussed a lot about that. And it's never changed in my understanding that we have a lot of reasons. And moreover, in '99 I understand -- on '99 and beginning of 2000 I understood much better than in '95/'96 when I also accept position of Roman that we shouldn't be visible.

Q. Mr Patarkatsishvili was named on the agreement, wasn't he? So your evidence is, is it, that Mr Patarkatsishvili, who was running ORT --

A. Yes.

Q. -- and publicly known to be doing so, could have his name on the agreement; but you, who were not running ORT, could not? Is that your evidence?

A. We already -- I already answered to Mr Malek to the same absolutely question. The point is that Badri also had a lot of reasons but Badri risk was much less than my risk, on the one hand. On the other hand, as I told you again, answering to Mr Malek, to his question, Badri was very flexible, very flexible person, and he had good connections even with those who I have been enemy.

Q. What reason do you give, Mr Berezovsky, as to why these western businessmen were prepared to accept from you very significant contractual obligations without having them in writing?

A. I think because they understood Russian history -- Russian reality a lot. Because it was not just businessmen who came just months ago to Russia. Mr -- brother -- Reuben brothers, they had big experience in Russia and they learn a lot about Russian history that time and they understood that my position, in spite of very exposure on the one hand, on the other hand, what I predict, it's happened.

And I think that they understood that I'm the person, first of all, who really -- I take obligations to buy, I deliver these obligations, because they knew well that I'm -- I own Sibneft. It's just today, after ten years, Abramovich decide to insist that I haven't been shareholder of Sibneft, I didn't own Sibneft. But that time everybody understood that. I have a lot of money to pay for that.

Q. I'm going to suggest to you that if there was any truth in your claim to have been a party to the contract made with those people in February 2000 --

A. Yes.

Q. -- you would have been named as a party to that

contract?

A. The reality is different.

Q. Mr Berezovsky, I want to move on to the merger which you say you participated in with Mr Deripaska and I want to move on in particular to the meeting or meetings which you say you had with Mr Patarkatsishvili and Mr Abramovich before the Dorchester Hotel meeting.

A. Yes.

Q. Now, do you recall it was your evidence last week that the three of you -- that is you, Mr Patarkatsishvili and Mr Abramovich -- made an agreement some time before the Dorchester Hotel meeting about the proposed merged aluminium business?

A. Just a second. Could I take --

Q. You can put that away.

A. Yes.

Q. Do you recall giving evidence on that subject?

A. Yes, before --

Q. And do you recall also that it was your evidence that the three of you agreed that the arrangements made between the three of you would be governed by English or British law? And I'm not taking a point on any difference between the two.

A. Yes.

Q. And do you remember giving evidence that the three of

you agreed that you would not sell without the consent of the other two?

A. Yes. Yes.

Q. And you also say in your witness statement, don't you, that it was agreed that Mr Abramovich would hold your interests and those of Mr Patarkatsishvili on trust?

A. It's correct.

Q. Yes.

A. Moreover, I also presented my surprise because --

Q. Mr Berezovsky, I haven't asked the question I want to ask you yet.

A. Sorry, no.

Q. Your case, as I understand it, is that you did not make any written record of the agreement between the three of you. Is that right?

A. It is right.

Q. And is it also your case that you did not consider it necessary to make such a written record because you completely trusted each other and it did not cross your mind that you would fall out?

A. No, it's completely wrong. It's wrong because I would -- definitely I want to have written agreement. And moreover, as you know well, that we start to move to this direction, starting creating the different structures on the west which fix in proper way our

relations.

But the situation was, like I was describe many times already, that it was really risk for me to show up. I accept -- it was not my idea, it was idea of Abramovich, with whom we agreed that he manage. If he will feel comfortable doing like that, I accept that because I trust him; you are correct.

Q. So you did trust Mr Abramovich? Remember the question, Mr Berezovsky.

A. I did trust Mr --

Q. My question was -- well, let me put it differently so it's easy.

A. Yes.

Q. Did you completely trust at that time Mr Abramovich and Mr Patarkatsishvili?

A. 100 per cent.

Q. And did it ever cross your mind that the three of you might fall out about this and end up in court?

A. Again, my understanding of my relations with Mr Patarkatsishvili and Mr Abramovich was absolutely the same: I trust them 100 per cent. And moreover, it was very comfortable for me because I may spend my time for the purpose which I like to spend. And this is the reason on the one hand I trust; on the other hand, they helped me to do my business and they made their

business.

Q. Mr Berezovsky, please can you help us with one thing.

If you completely trusted Mr Abramovich and Mr Patarkatsishvili and if it never crossed your mind that you would end up in court, why was it necessary for the three of you to agree a system of law to govern your relationship?

A. It's clear again why: because one day -- as I told you, at that time we already start to think about that: that one day I want to create absolutely structure which will not depend on Abramovich, which will not depend on Badri, but it takes time.

And it's the reason why already that time, understanding that Russia is political -- it's not stable enough even after the coming elections, which, as I told you before, I was sure that Putin will become president, but it doesn't mean that Russia will become stable just in one second. And it's the reason why we discuss about the proper legal way finally to have our interest, to fix our interest.

Q. Mr Berezovsky, you suggest that you might have wanted at some stage in the future to put everything into some sort of western structure. That is not what I'm asking you.

A. Mm-hm.

Q. What I'm asking you is about your evidence --

A. Yes.

Q. -- that the three of you agreed that your arrangements would be governed by British law.

A. Correct.

Q. That is your evidence, isn't it?

A. Correct. Correct.

Q. Why did you need to make that agreement?

A. Because, again, because we step by step move to the proper direction, to the final stage. It means that what we have done in '95/'96, when we just have oral agreement in Russia and so, and I understood that Russia is not the place where it is simple to realise your rights; it means that I decide step by step to move to much more protected area. That's it.

Q. Mr Berezovsky, an intention to put assets into western-style trust structures would not require, would it, the three of you to agree a system of law to govern your arrangements?

A. I already mentioned, absolutely correctly, that because of my personal experience on the one hand and because of the Mr Anisimov relations and influence and so-so on Badri on the other hand, I had absolutely clear understanding of British way of law. That's it.

Q. My suggestion to you, Mr Berezovsky, is that if you

trusted each other enough not to write your agreement down, it was entirely unnecessary to agree a system of law to govern your agreement.

A. Your suggestion is wrong.

Q. The only reason why you would have needed to agree a system of law to govern your agreement, I suggest, is if you contemplated that you might fall out and that agreement might not be honoured. That's right, isn't it?

A. Okay, I gave my answer: your suggestion is wrong.

Q. And the suggestion that the three of you sat down, without writing anything down, and agreed that your relationship -- that your agreement would be governed by British law is a nonsense, isn't it?

A. It's not.

Q. Now, it was your evidence last week, wasn't it, that you knew almost nothing about English trusts at the time of making what you say was your agreement with Mr Abramovich and Mr Patarkatsishvili? That's right, isn't it?

A. No, I knew -- definitely I didn't know that time that settlor, then the protector; on this level how it's structured I didn't know. I just knew that many people start to use the trust. I understood well that I gave my shares to Roman as a, I would like to say,

nominee, yes? And he will hold my shares and anytime I'd like to get it back, by my request, he will return me back. That what I know.

We discussed last time that really, for me, the governing -- the law of what we discuss, Virgin Islands and so, I have in my mind that it's English law like that, and I had a little bit messed what we are discussing and what is separate for trust.

But again, I understood well that it is western protected structure what is the most important for me.

Q. Yes. You understood, did you, that it was a western protected structure?

A. Yes.

Q. My question is different. Did you understand what the English legal consequences were of a trust?

A. No. No.

Q. No?

A. No, I didn't understand.

Q. And you didn't take --

A. I understand that British -- I'm sorry to say -- even more British protected structure, as I explained last time, because I was impressed and I stressed many times the experience which I personally have.

Q. You took no advice, did you, from English lawyers on the agreement that you say you made with Mr Patarkatsishvili

and Mr Abramovich?

A. I didn't get any advice.

Q. You didn't get any advice?

A. At least I don't remember that I took any advice.

Q. Presumably therefore, knowing nothing about the legal consequences of English trusts and not having taken any legal advice from an English lawyer, it's your case, is it, that you did not know what the consequences were of what you were agreeing under English law?

A. I knew well that this structure is more protected than any structure in Russia because many people already had experience, as I understand -- which I didn't know, but as I understand -- who also use these structures. Me personally, I didn't have this experience, but we already use. And it's absolutely clear from my conversation at Le Bourget that my understanding of western protection is perfect enough.

Q. Have you ever come across a structure such as the one that you are describing which wasn't written down?

A. No.

Q. No. Did you know -- well, you've already given evidence, haven't you, that you did not know what the consequences were of the trust that you say you were agreeing?

A. I knew the consequences. I knew that if I -- if better

protected that just verbal agreement which were made in Russia with Mr Abramovich on the one hand. On the other hand I knew that many people start to use that structures; only because of reason that they don't feel protected in Russia, they start to use trust structure abroad. And if you go into statistic what Russian businessmen were doing that time and how they moved from Russia to the west, you will recognise clearly that I was just one of them. Nothing more, nothing less.

Q. I'm going to suggest to you, Mr Berezovsky, that you had no idea, as I think you've admitted, as to what the legal consequences were of an English trust --

A. I --

Q. -- and therefore that your suggestion you agreed to form an English trust relationship without knowing what the consequences of that agreement were is completely absurd.

A. You see, you know the logic, if assumption, is not correct; and implication even correct, that conclusion could be wrong or could be correct. Your case, the conclusion is wrong.

Q. Now, you say, don't you, that Mr Anisimov had told Mr Patarkatsishvili that you should make the arrangements between yourself, Mr Patarkatsishvili and Mr Abramovich in a very precise British law way. That's

your evidence, isn't it?

A. Yes.

Q. I suggest to you that if it had indeed been said that you should make your arrangements in a precise British law way, you would have understood that to mean that you should write them down?

A. We discussed this point with Mr Sumption the last time and Mr Sumption accept the position that verbal is enough, that it's exceptional but it's enough. And maybe you were not present at that time here.

Q. Did you know that? Did you know that?

A. No, definitely --

Q. Did you have any idea?

A. I just said, I did not know that, I just understood that English law more comfortable for me, yes? And definitely later on only I learned that shake hands means more than Russia. That time I didn't know that. But I knew well that even in Russia it's valued. It means that in England definitely it was valued with much more power than in Russia.

Q. My question was a different one. Did you know in March 2000 that you could create a trust under English law without doing it in writing?

A. My understanding here is that I can.

Q. You knew that, did you?

A. My understanding, that I understand that.

Q. You understand that. What do you mean, Mr Berezovsky?

A. Yes, I understand that. Sorry?

Q. What do you mean by saying you understand that?

A. It means that I understand that if we have verbal agreement with Abramovich and Badri, between the three of us, and if we agree that it will be trust, I can go to court and to insist that I gave Mr Abramovich my shares to hold. This was my understanding.

MRS JUSTICE GLOSTER: The question that Mr Adkin put to you was:

"Did you know in March 2000 that you could create a trust under English law without doing it in writing?"

A. Yes.

MRS JUSTICE GLOSTER: And your answer was:

"No, my understanding here is that I can."

Can you just explain to me, did you know in 2000 or is it just as a result of knowledge you subsequently acquired?

A. I didn't have knowledge from lawyers about that. My understanding was --

MRS JUSTICE GLOSTER: Well, looking first of all in March 2000, what was the state of your knowledge then?

A. Ah, looking back to March --

MRS JUSTICE GLOSTER: Yes.

A. My understanding was that it's enough verbal agreement with Mr Abramovich about trust, that I can go to court and to prove my rights. This is the point.

MRS JUSTICE GLOSTER: Thank you.

MR ADKIN: Mr Berezovsky, I'm going to suggest to you that that's not what you said and that was not your understanding at all.

A. You may -- you may have your personal vision. I just present my understanding and my vision that time.

Q. You had a good understanding of English law, did you, Mr Berezovsky?

A. Again, I didn't understand in details English law. I just understood well that, if I have a verbal agreement with Mr Abramovich and saying that we discuss in terms of British law, it's enough for me to go to court. This is my understanding.

Q. So if it was to be suggested to you that you had been told that you should write -- that in order for something to be in a precise British law way, it should be written down, that would be untrue, would it?

A. Again, I just understood that it's enough for me to have verbal agreement in proper British -- in precise British law way. That's enough for me to understand that I can go to court. This is the point.

Q. That's something Mr Anisimov told you, is it?

- A. I told you that I had discussion with Mr Anisimov but I did not learn this from Mr Anisimov.
- Q. Well, who did you learn it from?
- A. I talked a lot with Badri about that and, more than that, I learned that from the experience of others, Russian, who moved to fix the deal in frame of British law. As far as verbal agreement, again, I tell you that I have clear understanding like I have right to go to court. This is the point.
- Q. Mr Berezovsky, moments ago, you told us that you hadn't come across any single British law or other trust that wasn't in writing, so where did you get this understanding?
- A. My personal experience with British court confirm me that here the system of law is much more protected for people than in Russia. And it means that my understanding was, again -- and again just to stress that -- that my understanding was clear that I can go to court to fight for my interests. This is the point.
- Q. Mr Berezovsky, by this time, as I understand it, your experience of the English courts was a defamation case against Forbes, that's right, isn't it?
- A. It's absolutely correct but --
- Q. That's got nothing whatsoever to do with oral or written agreements, has it?

A. Mr Adkin --

Q. Do you agree with that?

A. You are absolutely correct.

Q. And it's got nothing whatsoever to do with trusts either, has it, Mr Berezovsky?

A. In the court, nothing.

Q. No, and you told us moments ago that the only experience that you'd had of trusts of a western style was that they were in writing, yes?

A. Sorry, again?

Q. You told us moments ago that the only western style trusts you had come across were in writing?

A. No, again, I didn't have my personal experience with trust at all.

Q. You had no personal experience in trusts at all?

A. I didn't have my personal experience. I knew that, later on, that many companies which were created in offshore zone were created like a trust but I didn't have my personal experience. I had my personal experience just that I start to believe in this system in general. This is the point, not because of trust exactly.

Q. Mr Berezovsky, I suggest to you that the evidence that you have just given about understanding that English law trusts did not need to be in writing at the time is

completely fabricated. You have just made it up.

A. It's completely wrong your conclusion.

Q. You were asked last week about the instructions -- sorry, you were asked to explain why you had not said that you'd agreed British law to govern your arrangements with Mr Patarkatsishvili and Mr Abramovich in relation to Rusal until after Mr Abramovich issued his strike-out application against you. You were asked about that.

A. I told absolutely precisely. The first time when I was asked about that, I gave clear answer.

Q. Yes, and your answer was that you simply hadn't been asked about it by your lawyers. Do you remember that answer?

A. Yes, correct.

Q. Is that true?

A. Is it true? It is true.

Q. Would you please go to D1, tab 7 D1/07/92. This is the witness statement of Michael Lindley. He is married, as I understand it, to Ms Nosova?

A. Correct.

Q. And he has been instructed by you on various matters. He's a solicitor.

A. When it was? May 2011?

Q. This is the witness statement that he has produced in

this action. He explains at paragraph 2 --

A. Just a second, when he produced this statement?

Q. In May 2011, you see that from the top right-hand. He explains at paragraph 2 that he's making the statement --

A. Just -- in the paragraph?

Q. In paragraph 2. You can take it from me, Mr Berezovsky, he explains that he's making the statement because of the order of my Lady that you produce certain notes and records of meetings you and your lawyers had with Mr Patarkatsishvili about the case against Mr Abramovich.

A. Yes.

Q. At paragraph 10 D1/07/94 he explains that he attended some of those meetings in June 2007.

A. Yes.

Q. And in fact we know from the witness statement of Mr Stephenson of Carter Ruck solicitors, who initially acted for you in your claim against Mr Abramovich, that the purpose of those meetings was to discuss the claim against Mr Abramovich so as to ensure that your solicitors had sufficient information to prepare the particulars of claim.

A. Yes.

Q. That's right, isn't it?

A. Yes.

Q. For the transcript the reference to Mr Stephenson's evidence is D1/11/255, paragraph 31. Would you please go, Mr Berezovsky, to paragraph 17 of the statement you're in, which is Mr Lindley's statement D1/07/95.

A. 17?

Q. 17, where he talks about a meeting that he attended on 13 June at Mr Patarkatsishvili's house.

A. Mm-hm.

Q. It was attended, he says at paragraph 18, by Mr Stephenson who was of Carter Ruck, your solicitor, Mr Geoffrey Gruder who was your counsel, yourself, Mr Patarkatsishvili, Ms Nosova and Dr Dubov.

A. Yes.

Q. Yes?

A. Yes.

Q. At paragraph 19, he refers to notes that he took --

A. Just a second. Paragraph 19?

Q. Paragraph 19, he refers to notes that he took of that meeting on 13 June.

A. Mm-hm.

Q. And could you please be passed bundle H(A)94, which is where we find those notes. There are typed-up versions of those notes at page 212 H(A)94/212 --

A. Just a second. What I can move away?

MRS JUSTICE GLOSTER: He has too many files there.

MR ADKIN: I think you can move everything, please, but D1
and H(A)94.

A. D1. And my witness statement as well?

Q. I think you can remove your witness statement as well
although we may need it back but you can remove it for
the time being.

A. And H(A)94, where to open?

Q. H(A)94, well, there are certain -- if you turn to
page 212 H(A)94/212, this is -- we see from
Mr Lindley's statement, if you keep that open as well --

MRS JUSTICE GLOSTER: He's given that back now, has he?

MR ADKIN: You should still have D1, I hope.

A. D1 I have.

Q. Yes. We see from Mr Lindley's statement at paragraph 19
that this is a copy of the notes that he took of the
meeting on 13 July 2007.

A. Mm-hm.

Q. There are redactions and these redactions -- you will
see blanked-out sections -- were made by your
solicitors.

A. I don't know anything about that.

Q. Well, you may not therefore recall but you can take it
from me that we obtained an order from Mr Justice Mann
for your solicitors to provide us with unredacted

versions of these documents --

A. Yes.

Q. -- on the basis that privilege against Badri could not be maintained. I want to put these unredacted versions to you and I've raised this with your solicitors. Can I hand up -- my Lady, these will be uploaded on to the database. (Handed)

MRS JUSTICE GLOSTER: Mr Rabinowitz, is there any objection to the redacted passages being put to --

MR RABINOWITZ: The unredacted -- there is no objection to my learned friend putting the unredacted passages to this witness.

MR ADKIN: I'm grateful.

My Lady, it's proposed to put these behind the redacted versions of the same documents. Now, some parts --

MRS JUSTICE GLOSTER: Well then, in that case they need to be hole-punched please.

MR ADKIN: We will make sure that that's done at lunch.

MRS JUSTICE GLOSTER: I think what I'll do is I'll rise now so that that can be done and I'll sit again at 2 o'clock.

(12.58 am)

(The short adjournment)

(2.00 pm)

MRS JUSTICE GLOSTER: Yes, Mr Adkin.

MR ADKIN: My Lady should have two inserts into the trial bundle: they're both to go into bundle R(D), one behind tab 24 and one behind tab 25.

MRS JUSTICE GLOSTER: I don't have the hard copies, I operate on the electronic system. So no doubt they will be loaded on to that in due course.

MR ADKIN: We will make sure of that.

What they are, Mr Berezovsky, is unredacted portions of the documents behind those two tabs. Do you have bundle R(D)?

A. No, I have redacted, I don't have unredacted.

Q. Here we are. You can put away the H bundle that you've got there and take up, please, bundle R(D) and turn to tab 24 R(D)2/24/30.

Do you have that? Tab 24, and you should have a document the first word of which is "Meeting". Yes?

A. This is -- again, remind, please. This is meeting of who?

Q. This is a meeting which was attended by you, Mr Patarkatsishvili, Mr Lindley, Mr Jeffrey Gruder, your counsel, Mr Andrew Stephenson, your solicitor, and I think it's also said by Natalia Nosova.

A. That was when?

Q. That was a meeting, you will see from the top of the

page I just referred you to, on 13 July 2007, and it's a meeting which your solicitor --

MR GILLIS: June, it's a typo.

MR ADKIN: I'm so sorry. 13 June 2007. I'm confident nothing turns on that. But it's either 13 June or 13 July 2007.

That is a meeting which your solicitor, Mr Stephenson, says was set up or at least was conducted in order to obtain information to finalise the particulars of claim in your action against Mr Abramovich.

A. Mm-hm. It's strike-out, yes? It's that?

Q. No, the particulars of claim: that's your pleaded case in your action against Mr Abramovich which you issued --

A. Before strike-out?

Q. No, your claim. The action, the claim that you have brought, and it is now being tried, against Mr Abramovich. Yes? Do you remember that that claim was initiated with a written document --

A. Yes, yes, I understand. Letter -- the first was letter of --

Q. Yes.

A. Yes, clear.

Q. And if you would turn, please, to page 37.

A. Of --

Q. This is using the R(D) numbering.

A. Of 24, yes?

Q. Yes, so tab 24 and it's R(D)2/24/37.

A. 37, yes?

Q. Yes.

A. Thank you.

Q. You will see there reference to -- or a notation of the word "Sibneft", various discussions.

A. Yes.

Q. And over the page at the top you will see the words:

"Law which govern agreement

"- What law governed --"

A. Just a second. On page 37, yes?

Q. On the top of page 38 you will see the words:

"Law which govern agreement.

"- What law governed --"

A. Yes.

Q. Now, the reason I've shown you page 37 is because

I don't want to mislead you, but I am going to suggest that the question of what law governed your agreement in relation to Sibneft was under discussion at this meeting.

A. I can't comment that, definitely I don't remember that.

And again I just want to repeat the same point what we discussed many, many times: when I was put direct

question, I gave direct answer. I don't remember that here was direct question which law and so-so.

Q. And if you turn now to the new page, which is page R(D)2/24/41.001. It may be that you can be helped with that. Do you have that?

A. Yes.

Q. This is the unredacted portion of the documents which your solicitors had previously redacted.

A. Yes.

Q. I want to look at the unredacted words.

A. Yes.

Q. They start five lines down:

"Jurisdictions -- resident in the UK 1 June '07."

A. Just a second, seven lines --

Q. So five lines down from the top, it starts with the word "Jurisdictions". Do you have that?

A. Yes.

Q. Then the word "Contract", then the words:

"Sibneft contract governed by English law."

Then the following words:

"Rusal important. BB -- place where the deal was done."

A. And what?

Q. What I'm going to suggest to you, Mr Berezovsky, is that it is clear that you were discussing the governing law

of the contracts upon which your claim would rely and one of those contracts and one of the things in respect of which you were discussing the governing law was Rusal.

- A. Again and again, first of all, definitely I don't remember that, yes? It's like Michael Lindley reflect or put on the paper what he think is a point for discussion but, my Lady, again I -- first of all, I don't remember that.

The second: again and again, when I face the question which laws, I give direct answer. This is the point. I don't know why my lawyers all the time put that between lines or somehow, I don't understand that. The point is absolutely clear. Like you also today was asking me -- okay, I don't want to return back, sorry.

- Q. Well, can you help us with this: are you able to explain why whoever wrote this document, Mr Lindley, considered that it was important in relation to Rusal where the deal was done, the place where the deal was done?

- A. I don't have any idea of that. I don't have any idea of that.

- Q. Well, I'm going to suggest to you that the reason that was written down is because the issue of governing law in relation to Rusal was raised at that meeting.

- A. Again, I don't remember that first of all and I don't

know why Mr Lindley wrote like that. It's notes.

I don't know. I haven't seen that even until you show me now.

Q. Well, can I show you then, please, the document behind tab 25 R(D)2/25/45. It's the next tab along. Perhaps you could be helped with that.

A. Yes.

Q. This is a single-page document: it's an attendance note of the same meeting drafted by Mr Lindley.

A. Yes.

Q. And he says he drafted it shortly after the meeting?

A. Yes.

Q. And you'll see that the first three paragraphs have been redacted and I want to ask you to turn the page, where you should find the unredacted version of the same one-page document. Do you have that?

A. The next page?

Q. Yes.

A. Okay.

Q. Do you have that?

A. Just a second. It's page 45.001; correct?

Q. Yes.

A. Thank you.

Q. I'd like you to read, please, the first three paragraphs, which are the unredacted paragraphs.

A. And who wrote that: it's also Lindley, yes?

Q. Yes, Mr Lindley as well.

A. What is "AS" and "GG"?

Q. Well, we understand that "AS" means Andrew Stephenson and "GG" means Jeffrey Gruder, although I think in fairness to Mr Gruder that would be wrong, a wrong use of the G on his first name, but I can't think of anybody else it could be. Yes?

A. I don't know.

Q. Yes.

A. You made assumption, it's -- okay, fine.

Q. Now, as we understand it, the case that's articulated in the first paragraph is not actually the case you make today but we don't need to pursue that. I'm interested in the third paragraph, which is that:

"[Mr Stephenson] and [Mr Gruder, we believe] said that the difficulty in relation to this partnership..."

That's the partnership referred to in the first paragraph whereby you have a share of all of Mr Abramovich and Mr Patarkatsishvili's assets.

"... was jurisdiction as everything pointed to the partnership being a Russian partnership."

A. Yes.

Q. Now, Mr Berezovsky, when that was said, why did you not say, "Hold on. We agreed, at least in relation to

Rusal, that our arrangements would be subject to English law"?

MR RABINOWITZ: My Lady, that is -- I'll call it a confusing question but it certainly doesn't arise from the document which is being put to the witness, the point about jurisdiction. It's now being suggested, as I understand it, that this raises a proper law point.

MR ADKIN: Do you understand the difference between jurisdiction and governing law?

MRS JUSTICE GLOSTER: Well, just a second, Mr Adkin. An objection has been made. Can you put the question more simply, please, remembering that the likelihood of Mr Berezovsky remembering what was said or not said at this meeting must be pretty slight.

MR RABINOWITZ: And indeed Mr Lindley is coming to give evidence.

MRS JUSTICE GLOSTER: Yes.

MR ADKIN: Well, indeed, but I --

MRS JUSTICE GLOSTER: Put your question and then I'll rule whether it's legitimate.

MR ADKIN: When the question of jurisdiction was raised, why did you not say anything about you having agreed English law as the governing law of your Rusal arrangements?

A. Just a second. It's completely mess.

MR RABINOWITZ: My Lady, in order to be fair to the witness,

as Mr Adkin concedes and indeed as is obvious from the page, the jurisdiction point here related to Sibneft. If he wants to put it like that, then that at least may give the witness a fair opportunity to answer the question. But he says "jurisdiction" and then he slides into Rusal.

MR ADKIN: Well, with respect to my learned friend --

MRS JUSTICE GLOSTER: Well, can we just work out -- which document are we on?

MR ADKIN: We are on R(D)2/25/45.001.

MRS JUSTICE GLOSTER: Right. And that's the attendance note made up as a result of the earlier notes, is it?

MR ADKIN: I can't say, it would be going too far to say that it was made up as a result of the earlier notes, but it's an attendance note of the same meeting.

MRS JUSTICE GLOSTER: Yes. And what is the paragraph you're wanting to ask Mr Berezovsky?

MR ADKIN: I've taken the witness to the first three paragraphs. The first paragraph talks about a partnership. It is not, with respect to my learned friend, solely concerned with Sibneft. As I read the first paragraph, what is being said is that they operated a partnership whereby it was agreed they would share all assets 50/50.

Then the second paragraph says that consideration

was given to a possible action and the third paragraph raises the perceived difficulty of jurisdiction in relation to that partnership, and it is said that Mr Stephenson and Mr Gruder articulated that difficulty.

The short question I want to put to the witness is: if such a difficulty was articulated, why did he not refer to his English law agreement in relation at least to Rusal?

- A. Several points here. First of all, I don't have here at least any evidence that we discuss about Rusal. I don't see any evidence.

The second point is that we're discussing, as I understand here, about not a law but about jurisdiction. It's completely different story. Even I already learned that, I'm sorry to say.

And definitely the last point: I don't remember that at all. And I don't want my Lady to refer to Mr Lindley, who will give evidence, but really I am not able to comment even that, that point.

MRS JUSTICE GLOSTER: Yes, thank you.

MR ADKIN: Mr Berezovsky, I want to ask you some questions about the period after the meeting that happened at the Dorchester Hotel agreement.

Now, it is your case, isn't it, that Mr Abramovich forced you to sell what you say was your interest in

Sibneft to him at a gross undervalue during the course of 2001? That's your case, isn't it?

A. Is it connected to Rusal now or -- we discuss now Rusal or already Sibneft we discuss?

Q. I'm asking you whether that is your case. That is, as I understand it, your case?

A. It's my case. It's my case, part of my case, because the second part of my case is Rusal.

Q. Yes, indeed.

A. Can I move that away?

Q. Yes, you can take that away.

A. Thank you.

Q. Therefore, as I understand it, it is your case that Mr Abramovich was the sort of person who was prepared to intimidate, to force you to sell your interest at Sibneft at an absolutely knock-down price in 2001?

A. It's absolutely correct.

Q. Why didn't you do the same with Rusal?

A. Ah, because Abramovich already understood that he is so big man he doesn't -- even Putin not supported him, not with his help or just keep them as a --

MRS JUSTICE GLOSTER: Sorry, I don't understand the question, Mr Adkin. When you say, "Why didn't you do the same" --

MR ADKIN: Why didn't he do the same, my Lady. Why

didn't --

MRS JUSTICE GLOSTER: How can this witness speculate about what Mr Abramovich's alleged intentions were?

MR ADKIN: Well, I want to suggest to the witness, so that he can comment on it, if he has any comment to make, that if Mr Abramovich was able and willing to force him to sell his interest in Sibneft in 2001 at a vastly reduced price, he would have been able and willing to do that in relation to Rusal as well. I wanted to give the witness an opportunity to comment on that.

MRS JUSTICE GLOSTER: So the question is you want him to speculate why Mr Abramovich didn't intimidate him in relation to Rusal as well? That's the question, is it?

MR ADKIN: Yes.

MRS JUSTICE GLOSTER: Right. What's your answer to that?

A. My Lady, I answer to this question I think from the very beginning when I said that impossible to think -- to understand what Abramovich was doing without three points together: ORT, Sibneft and Rusal as well.

At the first case, Abramovich came as a messenger of Mr Putin and said, "If you will not give, Mr Glushkov will stay in jail forever". I just very shortly make story.

The second time he came, for his benefit -- not for Putin; Putin benefit was to get under control ORT, what

happened -- the second he came and said, "If you will not sell to me with this low, low price, Nikolai will continue to stay in jail forever".

But after that he already came without anything preliminary discussion even. He just sold like he likes because he knew we don't have choice. It means that crime of Abramovich was growing step by step; nothing more.

This is my speculation, as my Lady correctly mentioned. It's not my knowledge; it's my speculation about that.

MR ADKIN: And are you able to explain why Mr Abramovich, having done what you say he did in relation to Sibneft, continued, as you say, to pay profits from Rusal to you from 2001 to 2004?

A. Because formally he didn't get under control; the first point. The second point: he didn't pay. As we know later on, maybe he paid something, I don't know, but Badri worry was that he stopped to pay or paid not what we -- I expected. And, as you remember, when we settle the deal it was 135 -- I don't remember -- amount of dividend which Abramovich had obligation to pay us and did not pay.

Q. Well, I suggest to you that if Mr Abramovich was the sort of person who would do what you say he did in

relation to Sibneft in 2001, he would have done the same in relation to Rusal and you would not have seen a penny in profit from it.

MRS JUSTICE GLOSTER: Well, that's a speculation, Mr Adkin, and a point that can be made in submission.

MR ADKIN: My Lady.

My final piece of cross-examination relates to the Rusal proceeds. Would you please go to bundle B(F).

MRS JUSTICE GLOSTER: Tab?

MR ADKIN: At tab 11.

MR RABINOWITZ: We're going to have to get a file from somewhere else. We don't seem to have the B(F) series behind.

MRS JUSTICE GLOSTER: Can you read the document on the screen, Mr Berezovsky?

THE WITNESS: Yes, I'm fine with that.

MRS JUSTICE GLOSTER: Let's have it flashed up on the screen.

MR ADKIN: Would you please then go to page 84 B(F)/11/84.

THE WITNESS: Could you help me? Ah, yes.

MRS JUSTICE GLOSTER: It should be flashed up on the screen.

THE WITNESS: My Lady, don't you mind, I need a hard copy: I want to understand what is that.

MRS JUSTICE GLOSTER: Okay.

MR ADKIN: I think we may have a spare copy on our side of

the court, Mr Berezovsky, and to assist I'm going to turn straight to the page I want to take you to.

(Handed)

A. It's not falsified.

Q. So you should have page 84 of this document.

A. What is that document, please?

Q. This document, I'll tell you, is your solicitor Mr Marino's affidavit and it was sworn by him in the main Chancery action.

A. When?

Q. In October 2009.

A. Yes, okay. Fine.

Q. Would you read, please, paragraphs 40 to 43. (Pause)

A. Till 43 include or not?

Q. Till 43, that's absolutely right.

A. 43 include?

Q. Including 43. (Pause)

A. Okay. Thank you, my Lady.

Q. I want to help you by summarising what I understand your lawyer to be saying in those paragraphs. I understand him to be talking about the \$585 million generated from the various agreements entered into in July 2004 which was paid, or at least meant to be paid, to Cliren's bank account at the Parex Bank in Latvia.

He's saying three things: first that there appear

from the Parex bank schedules that you had obtained to be considerable sums missing; yes? Second, that you had not received your share of the \$585 million, or what you claim was your share. And third, that there was a stark contrast between your lack of knowledge as to what had become of the Rusal profits and proceeds and the position of what was known by others.

Now, you had in fact obtained the Parex bank statements not, as it were, directly but by paying some employee of Parex bank to produce them. I don't want to make a point about that but I just want to establish that you hadn't, as it were, got them through formal channels, had you?

A. I don't remember anything about -- I know that Parex Bank is Latvian bank which was closed two years ago. I don't know anything that we had accounts in this bank, or maybe I don't remember. I had accounts in the other --

MRS JUSTICE GLOSTER: Just a second. Is this a matter going to credit?

MR ADKIN: No, not at all. Just to --

MRS JUSTICE GLOSTER: Well, then let's leave that point.

MR ADKIN: I can tell you now, because this is common ground in the Chancery actions, that the reason you thought the monies was missing was because you believed the

Parex Bank schedules were denominated in dollars whereas they were in fact denominated in lats.

But the point I want to put to you is this: other than the investment that you say was made with Mr Anisimov in Metalloinvest, at the beginning of these proceedings you had absolutely no idea, did you, of what had become of the \$580 million paid under the July 2004 agreement?

- A. No, what I know that Badri from the very beginning propose to invest with Mr Anisimov to Mikhailovsky GOK, which later on become Metalloinvest, one of the largest in the world metallurgy company. I had a lot of doubts about that because recently we just gave -- went out from Russia and Badri propose again to go to Russia. For me it was surprising.

But Badri said that, as I already report to you, my Lady, that Badri has special relations, not like me, he was very flexible, and he said that it's not because just Anisimov; it's because Usmanov, who that time already was growing, and he really -- was common knowledge his relations with Mr Yastrzhembsky on the one hand, member of presidential administration, and on the other hand with Mr Medvedev, who later become president of Russia, yes? And with, as I understand, support of Mr Medvedev at that time, it was back finally Mr Usmanov

and Mr Anisimov and we, as a part of that, bought Mikhailovsky GOK.

As I understand now, from the knowledge which I have of disclosure, only we, Badri and me, put real money, cash, which we got from Rusal, yes? And then Anisimov and -- but mainly Usmanov got credit from the VTB Bank, Russian bank, yes --

Q. Mr Berezovsky, I hesitate to interrupt but I asked you a question and I want to return you to it. I understand that you say you knew all about the Metalloinvest and the GOK investment, and that's what you're talking about now.

My question was this: other than that, I'm suggesting to you that you had absolutely no idea what happened to the remainder of the \$585 million.

A. I don't have any idea.

MR ADKIN: Thank you.

MRS JUSTICE GLOSTER: What was the balance?

MR ADKIN: My Lady, that is a subject of some dispute but we will take your Ladyship to it in due course.

MRS JUSTICE GLOSTER: Very well.

MR ADKIN: My Lady, other than adopting formally the lines of cross-examination taken by Mr Malek and Mr Sumption, I have no further questions.

MRS JUSTICE GLOSTER: Thank you very much.

MR MUMFORD: My Lady, I have no questions for this witness.

MRS JUSTICE GLOSTER: Thank you very much. Mr Rabinowitz.

MR RABINOWITZ: I do have some questions.

Re-examination by MR RABINOWITZ

MR RABINOWITZ: Mr Berezovsky, I'm going to show you some materials and then ask you a question. Do you understand?

A. Yes, I try to understand.

Q. Now, please could you be given bundle N1, which contains the transcripts for the first few days of the trial, and for those trying to get it on the screen, N1, tab 4, please: the transcript for the fourth day of this hearing.

A. Yes.

Q. You should have -- if you go to -- what you will find is that there are on each page four pages' worth of transcripts. You have a manuscript. So could you please go to page 90 of the transcript.

A. Yes.

Q. And the first line of page 90, just to check you are looking at the right page, says:

"Again, I just want to stress, again, voluntarily."

A. Yes.

Q. You see that at line 2 Mr Sumption took you to the document at H(A)06/124. Do you see that?

A. Yes.

Q. Can you please be given bundle H(A)6, page 124, so that you can see what that document is. Keep the transcript with you.

You should have there the certificate prepared in connection with your appointment as deputy secretary of the Security Council of Russia.

A. Yes.

Q. Then if you go back to the transcript -- I just wanted to make sure that you knew which document we were talking about -- on Day 4, if you look at page 92 of that. It should be on the transcript, Mr Berezovsky.

A. Ah, 92, sorry, sorry, sorry. Yes, I see.

Q. Do you see between lines 21 and 23 you say that:

"... according [to] the decree, you should show only direct owners of shares."

A. Yes, yes, yes.

Q. You were having a debate with Mr Sumption about why this didn't show your Sibneft holding.

A. Yes. Yes.

Q. Now, can I ask you next, please, to go to bundle L(2011)18. It's a correspondence bundle. Someone is going to have to get it on the screen for you; we don't have those in court. If we go --

A. Just better to have the hard copy.

Q. We don't have a hard copy.

A. Sorry.

Q. L(2011)18, page 63, please L(2011)18/63.

Now, you should have --

A. Just a second, Mr Rabinowitz.

Q. It should be a letter from Skaddens, Skadden Arps, dated 16 September 2011. Do you have that?

A. Just a second. 16 September 2011, yes.

Q. That's right.

Now, just so you understand, Mr Berezovsky, this is a letter from Skadden: they were responding to requests from your solicitors, Addleshaw Goddard, in respect of Mr Abramovich's tax documentation and also his declaration of interests in connection with his political appointments.

A. Yes.

Q. Then can I first ask you to look at the two paragraphs of the letter concerned with tax returns and not with his --

A. Which letter?

Q. The letter that you're on. I want you to look, if you could, at the paragraph marked paragraph 1 on page 63.

A. Just a second.

Q. You see it says:

"It is common ground that Mr Abramovich's interests

in Rusal and Sibneft were, at the relevant times, held indirectly through separate corporate entities (save for a very small personal shareholding). Accordingly, his interests in Rusal and Sibneft (and dividends paid by those companies) would not be expected to feature on his personal tax returns (save in an immaterial respect). Moreover, and in any event, Mr Abramovich's interests in those companies are not in issue in these proceedings and it is extremely difficult to see how or why, even if his tax returns made reference to his own indirect interests in those companies, that would reveal anything about the extent of Mr Berezovsky's alleged interests in those companies."

Then there is another paragraph dealing with tax returns --

A. Which paragraph?

Q. If you go to page 4 of this letter, it's page 66 of the bundle L(2011)18/66.

A. Just a second. It's -- I have just electronic copy.

Q. Someone will get you to the right page.

A. Page 4, fine.

Q. There is a paragraph at the top of the page which says:

"In relation to the Russian equivalent of our tax returns, our client does not have copies of these within his current possession or immediate control for the

relevant periods. We understand that Russian tax returns would consist, so far as Mr Abramovich is concerned, of declarations to the tax office both as an individual and as a state 'employee'. We further understand that neither declaration would record shareholdings not registered in the person's own name or receipts of income from such shareholdings. We do not anticipate, therefore, that they would contain anything of relevance to these proceedings. However, we are prepared in principle, should you insist, to make requests of the relevant authorities for copies of these documents and to review them on receipt."

So, just pausing there, what Mr Abramovich's lawyers are saying is that Russian tax returns would not record shareholdings not registered in a person's own name or receipts of income from such shareholdings, then they go on to say that's one of the reasons why they're unwilling to provide Mr Abramovich's tax returns.

So that's just dealing with tax returns.

Now, can I ask you next to look at the third paragraph on this page, the paragraph beginning, "In relation to any declarations of interests..."

A. Yes.

Q. "In relation to any declarations of interests made by Mr Abramovich in connection with his appointment to

political office which you refer to in section 1.2 of your draft Order, we believe that this is the first time that you have raised this. For the same reasons as explained in relation to the tax returns, we would not expect these documents to contain information relevant to this dispute."

Then they go on to say that they will make enquiries.

So what we have Skadden saying is that declarations of interests in connection with the appointment to political office would not record shareholdings not registered in the person's own name or receipts of income from such shareholdings unless they're registered in the person's own name. Do you follow?

A. Yes, I follow that.

Q. Does that assist you now in answering Mr Sumption's questions about why the document that you have open, which was your certificate of your interests, did not show any interest in Sibneft?

A. Yes, moreover we -- unfortunately we concentrate, my Lady, when we start to discuss the document, this is natural or not because the date of my birthday, as I understand, is wrong here. But when we start to discuss about the meaning of this document, I mentioned that, for example, ORT is not mentioned here, yes? The

company which everybody knew that is 49 per cent no doubt, no doubtful, belonged to Badri and to me. And it's not written here because the same reason: because ORT were owned not directly, were owned through ORT-KB and Logovaz.

And here I mentioned only the company -- again, not me; it was recommendation of lawyers who made this paper, yes? And, as I understand, they calculate exactly the reason why to include something or not include in this paper. And it's the reason why I never had any problem with this paper in spite of a lot of investigation against of me in Russia. It means that this is not problem, how they present my --

MRS JUSTICE GLOSTER: Can I just make sure I've got your answer correctly. Are you saying that if you only have a beneficial interest in shares, as opposed to having your name on a share register, you don't have to include it --

A. Correct.

MRS JUSTICE GLOSTER: -- for the purposes of some certificate or for tax?

A. Correct. Correct.

MRS JUSTICE GLOSTER: Thank you.

A. Thank you, my Lady.

MR RABINOWITZ: Thank you, Mr Berezovsky.

Can I ask you next: you still have the transcript bundle in front of you; I hope you have that open at tab 4 for Day 4. Can I ask you to go to page 119 of that transcript. So you can put that away.

A. At all?

Q. Put it away entirely.

A. And to go?

Q. To go to page 119 of -- no, in the same transcript for Day 4. Again you have four to a page, so we're looking for page --

A. 119.

Q. -- 119.

A. Yes, I have it.

Q. All right.

Now, starting at line 10, you give to my Lady an answer about what Mr Shvidler wrote somewhere and you are comparing what he said in his witness statement to what was said in a particular document.

A. Yes.

Q. Can I just ask you, please, to be given the document that you were being asked about, which is at H(A)07, page 34 H(A)07/34.

A. Yes.

Q. So Mr Sumption was asking you questions about this document and in particular about the part of this

document that was underlined.

A. Yes.

Q. You were making the point, if I can ask you to look back to the transcript at page 119, from line 10 on page 119 to line 6 on page 120.

A. Just a second. Starting from where?

Q. If you read from line 10 on page 119 --

A. "Because, my Lady"; yes?

Q. Yes, to yourself, if you read from there to line 6 on page 120.

A. Yes, clear. Just a second. (Pause)

Yes.

Q. So Mr Sumption was asking you questions about this document. You were making the point that there were inaccuracies in this, including the passage underlined.

A. Yes.

Q. And the particular bit that you were referring to in the evidence that I've just asked you to look at, at H(A)7, page 34 H(A)07/34, related to what this said about you and NFK. You see that if you go to the document at H(A)07, page 34, about four lines from the bottom, where, as you noted, Mr Berezovsky, it is said that you were the "chairman of NFK when it won the right to manage 51% of Sibneft's shares". Do you see that?

A. No. Where is that? What page?

Q. You're looking at the wrong --

MRS JUSTICE GLOSTER: What page is it?

MR RABINOWITZ: H(A)07, page 34. It's the part which is underlined.

A. It's the certificate?

Q. Exactly.

A. Yes.

Q. And you see it says about you:

"... Boris Berezovsky, who is currently the Deputy Secretary of the Security Council of the Russian Federation, served on Sibneft's board of directors until 1996 and was chairman of NFK when it won the right to manage 51% of Sibneft shares..."

Do you see that?

A. Yes.

Q. What you were saying at page 119 of the transcript for Day 4 was that one should compare this to what Mr Shvidler had said in his witness statement about this?

A. It's absolutely correct.

Q. Can I then ask you, please, to be given bundle E3 and go to tab 10. E3, tab 10, page 14 E3/10/14.

A. What is that?

Q. E3, tab 10, page 14. This is from Mr Shvidler's witness statement.

A. The paragraph?

Q. Paragraph 49. The paragraph which says:

"I understand" --

A. I'm sorry, paragraph 49?

Q. Page 14.

A. Ah, page 14, not -- because we opened the page 40. This is the point. Okay, sorry.

Paragraph?

Q. 49. Mr Shvidler says this here:

"I understand that it has been alleged that NFK was a company which Mr Berezovsky and Mr Patarkatsishvili controlled in equal measure with Mr Abramovich.

I disagree. Mr Berezovsky was on one occasion called Chairman of NFK solely to justify his position on the board of Sibneft. However, he was never appointed as Chairman of NFK."

Now, can you say whether this is the passage in the witness statement of Mr Shvidler that you were referring to in your evidence?

A. Yes, it's correct.

Q. Thank you. You can put away bundle E3, please.

Back to the transcript, Day 4. Can you go to page 151, please.

A. 151, yes.

Q. Now, again, just to give you the context of this part of

the transcript, you were being asked by Mr Sumption about the creation of Sibneft and about the respective roles played by yourself and Mr Abramovich in that creation. Can I ask you to read to yourself lines 17 to 22, where, as you'll see, you referred to a statement made by Mr Viktor Gorodilov.

A. Page 151?

Q. So you're at page 151.

A. Yes, just a second.

Q. Can you read lines 17 to 22. (Pause)

A. Yes.

Q. So you're referring to a statement by Mr Viktor Gorodilov --

A. Correct.

Q. -- in front of the Prosecutor General of the Russian Federation.

A. Correct.

Q. You say he made some comments about the creation of Sibneft and the role of Mr Abramovich.

Can I ask that you be given bundle H(C)08, please, and go to page 110T H(C)08/110T.

Just so you can see what this document is --

A. Do we have in Russian that?

Q. The Russian text you will find at page 110 of the same bundle.

A. Yes, I got it.

Q. Right. So you see this is the minutes of an interview conducted by the senior investigator of the Prosecutor General of the Russian Federation with Mr Viktor Gorodilov.

A. Just a second. When it was?

Q. 27 May 2009: you see that at the top right-hand corner.

A. Yes, fine.

Q. If you go over the page in the English to 111T, the Russian 111.

A. Yes.

Q. Towards the bottom of the page you should have the first question, "Question by investigator". Do you have that towards the bottom of that page?

A. Yes. Yes, the first question of investigator, yes.

Q. The question:

"Would you describe how Siberian Oil Company was created?"

A. Yes.

Q. Can I ask you just to read to yourself that first question and the whole of that answer, please.

A. Just a second. (Pause)

All the paragraph to read, all the paragraph?

Q. If you read down to, "My son, Andre Gorodilov, had nothing to do with the creation..."

A. Yes, yes, just a second. Yes.

Q. In fact if you just read to the paragraph:

"I am not aware of the role that Roman Abramovich and Mr Patarkatsishvili played in the formation of Sibneft. I think that Abramovich appeared at Sibneft later."

A. Yes.

Q. Can you say whether this is the statement that you had in mind?

A. Absolutely correct.

Q. Thank you. Next can I ask you to go to the -- you can put those files away.

A. It's when I mentioned that now I learned that Abramovich was just middleman because my impression was completely different when he connect to me.

Q. You can also put away that before it falls as well, the other document file that you have over there.

Now, can I ask you next, please, to go to the transcript for the next day, so it's behind tab 5, and can we look at the transcript for Day 5, page 85, please. Do you have page 85?

A. I have.

Q. Thank you. Now, on this page -- do look at it -- you will see that you were being asked here about the funding of NFK's bid in the auction of 1995 and where

the funding came from for the \$103 million.

A. Yes.

Q. Can I ask you, please, just to read to yourself lines 2 to 25.

A. 2 to 25?

Q. Yes, so really the whole page.

A. Just a second. (Pause)

Yes.

Q. Do you see, Mr Berezovsky, there at lines 14 to 17 you refer to Mr Smolensky's statement to the General Prosecutor Office when they cross-examined him? Do you see that?

A. Correct.

Q. And you say that Mr Smolensky in his statement to the Prosecutor General gave some evidence about the circumstances in which he or SBS Bank agreed to advance the \$100 million to NFK.

A. Correct.

Q. Can I ask that you be given, please, bundle H(C)08 and go to page 119 in the Russian, 119T in the English H(C)08/119T.

A. In Russian 119 and in English?

Q. At 119T. Again, I've just taken you to 119 so that you can see what the document is.

A. Yes, sorry. Yes, I've got it.

Q. You see it's minutes of an interview with Mr Smolensky?

A. No, I'm sorry, I didn't get.

Q. 119 or 119T, depending on whether you want the Russian or the English.

A. 119T, yes?

Q. 119T for the English.

A. We don't have -- I don't have... yes, this one. Yes, I got it.

Q. Okay. So, just to show you what the document is, it's the minutes of Mr Smolensky's interview, again with the Prosecutor General of the Russian Federation, the senior investigator from that office.

Can I ask you to go to page 122. If you want the translation it's at 122T H(C)08/122T. The translation always is at T.

A. Yes, but where was Russian? 122T, yes?

Q. That's right.

A. And now I just need to find -- and Russian on which page?

Q. 122.

A. Excuse me, could you help me. (Consults interpreter)

MRS JUSTICE GLOSTER: Not all these documents are on Magnum.

I couldn't find 119T. I've got this one but

I couldn't --

MR RABINOWITZ: You've got 122T but not 119T?

MRS JUSTICE GLOSTER: Yes.

THE WITNESS: Okay, I don't see in Russian that. Okay, in English I have.

MR RABINOWITZ: I'm told it's after page 125, which is a little bit odd.

MRS JUSTICE GLOSTER: Oh, thank you.

MR RABINOWITZ: As one would expect if one were reading Hebrew.

A. Okay, I don't have Russian.

Q. Okay. Let's try in the English version, Mr Berezovsky.

A. Yes, fine.

Q. So 122T. Do you see question 3?

A. Yes.

Q. It's probably better if you just look at one page rather than trying to look at two at the same time.

A. Yes.

Q. Can I ask you just to read -- there's a number 3, that's question 3. You can see:

"3. Question by investigator..."

Can I ask you just to read the question and the answer number 3 to yourself, please.

A. Thank you. (Pause) Yes.

Q. You've read, presumably, the last sentence:

"But in as far as Berezovsky asked me to finance the purchase of the Sibneft shares, I can say definitively

that Berezovsky was controlling Oil Finance Corporation. He lobbied for the resolution of this issue at the highest level. SBS-AGRO Bank financed the purchase of the Sibneft shares against Berezovsky's personal guarantees."

Can you say whether this was the interview that you were referring to at lines 14 to 17 of the transcript we have just looked at?

A. Absolutely correct.

Q. Thank you. You can put away H(C)08 now and if you go back to the transcript for Day 5 at tab 5. Can you go to page 104 of that transcript, please.

A. Yes.

Q. If you look at lines 11 to 21, Mr Sumption was asking you questions here about whether you were interested in what happened to the shares that were being sold in the 49 per cent auctions and you refer at line 12 to a prospectus "which written Runicom to Boris Berezovsky in English". Do you see that?

A. Yes, correct.

Q. Please could you be given bundle H(A)02 and go to page 194 H(A)02/194.

A. Yes.

Q. Can you say whether this is the document that you had in mind when you were referring to this?

A. Yes, absolutely correct.

Q. Thank you very much.

Can I ask you next, please, just go back to the transcript --

A. Just a second. Yes, exactly this document, yes.

Sorry?

Q. Put that away and go back to the transcript for the following day, which is Day 6. It should be behind tab 6.

A. Yes.

Q. If you go to page 21 of that, please, it's at Day 6, page 21.

A. Yes.

Q. You were talking here about a Russian concept of "kinut".

A. Yes.

Q. Can I ask you to read for yourself from line 10 to line 18, please. (Pause)

You see you refer to kinut being -- I think you said "it's [a] well-known example", I think you meant well known practice, in Russia not only in the 1990s but also now.

A. Yes.

Q. Can I just on this ask you to go to G(B)1/1.01.

A. Sorry?

- Q. You're going to be given a file. G(B)1, and then at 1.01, page 76. Now, just so you know what this is, Mr Berezovsky, it's the report of Professor Fortescue, the Russian historian. We all know you know more history than him.
- A. To whom we refer today already.
- Q. We've referred to this already today but I'm not going to take you back to that.
- A. Yes, just understand the same person, yes.
- Q. This is, as I say, part of the report of Professor Fortescue. Can I ask you to look at paragraph 278 of this and read it to yourself, including the interview with Vladimir Potanin which was given in 2010.
- A. Mm-hm. Just a second.
- Q. Do glance at footnote 167, please.
- A. Just a second. (Pause)
- Yes. This is 76, yes?
- Q. 167, footnote 167. Do you see?
- A. 16 --
- Q. Footnote 167. The little note at the bottom of the page.
- A. Yes. This, yes.
- Q. On the same page.
- A. Yes, I see it. My Lady, this -- when you interrupt me one day, when you said that it's social to discuss, but

I exactly want just to -- as far as we spent so much time --

MRS JUSTICE GLOSTER: Can you speak up a bit or into your mic.

A. As far as we spent so much time on this word "kinut", Russian word, to help you and to help Mr Sumption for better understanding what it is, as far as Mr Sumption is one of the best intellectual in England, according to an interview, I just want to mention that I correctly construct the mathematical modelling for better understanding what does mean "kinut".

If you know the cooperative games, theory of games, cooperative games and noncooperative games, cooperative games when all players connected with binding agreement and if you breach binding agreement, game become noncooperative. In Russian, it means "kinut": it means transformation of cooperative game to a noncooperative game. It's the correct mathematical model the word what means "kinut". It's just thought when I have free time to explain it in better words.

MRS JUSTICE GLOSTER: I'm not sure that I know what a cooperative game is. Can you just explain?

A. Cooperative game when all players connect to each other with binding agreement, like we had with Abramovich agreement '95: this is binding agreement.

MR RABINOWITZ: Binding agreement?

A. Binding agreement. We had with Abramovich binding agreement and when he breach binding agreement, cooperative game become noncooperative game. It means kinut. And this is another way of game which is not noncooperative.

MRS JUSTICE GLOSTER: Yes, I see.

A. This is the point. For the future, because I'm sure you will have a lot of Russian in your court and they will use the same word.

MR RABINOWITZ: Yes, I'm sure.

You can put that away now, Mr Berezovsky. I think you've dealt with the point I wanted to raise with you, I think.

Can you next, please, go back to the transcript for Day 6, which you should have open in front of you.

I want you next to go back to page 47 of that transcript.

A. Yes.

Q. Now, at page 47 and really for a few pages going forward, you were being asked by Mr Sumption about a note of your evidence given to the French investigating magistrate which you gave by video-link to Marseilles.

A. Yes.

Q. Can I ask you to read to yourself lines 19 to 23.

A. 19 to 23, yes.

Q. It takes you to the document which contains your evidence.

A. Just a second. Question -- there is question first, yes?

Q. And the question. (Pause)

Just lines 19 to 23 there, please.

A. To 23, yes.

Q. All right.

A. Only the question, yes?

Q. Yes. I'm going to ask you next to go to page 52 because the line of questioning goes on for a while. If you go to page 52 and you look then at, on page 52, lines 5 to 6, you were told to look at page 188 of the note.

A. Yes.

Q. And then you see at line 10 you were referred to the statement from the French judge, "Maitre Temime has given me a document..."

A. Yes.

Q. Then if you go to page 53 and you look at lines 7 to 11, you see Mr Sumption quotes the following from the French judge:

"Once again according to documents from Maitre Temime. There were payments of 80 [million dollars] in

96, 50 [million] in 1997 and 50 [million] in 1998."

Do you see that?

A. Yes.

Q. Then at lines 15 to 18 --

A. Yes.

Q. -- same page, you were asked again by Mr Sumption about the document from Mr Temime that had been handed to the French judge which showed that there were payments of \$80 million in 1996, \$50 million in 1997 and \$50 million in 1998. Do you see that?

A. Yes, I see.

Q. Then if you go to page 54 and you look at the following page --

A. Yes.

Q. -- there was some issue as to what the document was. And if you look at lines 8 to 12 you'll see that --

A. 8 to 12?

Q. Lines 8 to 12, you will see I tried to assist Mr Sumption about what these documents were but he doesn't want to be assisted in relation to that. Do you see that?

A. Yes, I see.

Q. Then if you go on to the following page at lines 2 to 4 --

A. "Following", it means 55, yes?

Q. On page 55.

A. And?

Q. Look at lines 2 to 5.

A. Yes.

Q. At lines 2 to 5, Mr Sumption asks you:

"... what were the documents which your lawyer gave the judge which showed you that you had received payments of those amounts?"

A. Yes.

Q. Now, can I ask that you please be given a document which I think is in the process of being loaded on to Magnum but hasn't got to the right place yet. Apparently one can see it on the automated Magnum screen but you won't be able to find it on your own Magnum database.

Do you have in front of you, Mr Berezovsky, a note sent to the French magistrate by Maitre Temime on 16 June, a few days before the hearing on 20 June H(C)08/150.001T?

A. Yes.

Q. Can I ask you to turn over the first page to look at section 2.1 of this note.

A. Yes.

Q. And if you could read to yourself the whole of 2.1, starting on page 2 and going to the second paragraph on page 3.

A. It means everything -- all the paragraph 2.1, correct?

All the paragraph?

Q. Well, until you get to page 3. You can stop before it says, "In paragraph number 58", which is the third paragraph. Do you see? So you --

A. Yes, yes, yes, yes. Sorry, I see. (Pause)

Yes.

Q. All right. And do you see on the top of page 3 it starts by saying, "According to Mr Abramovich..."

A. Yes.

Q. And then in the second paragraph on that page it says:

"Concerning the amount of these payments, he mentions in paragraph number 69..."

Do you see that?

A. Yes.

Q. Can I ask, please, that you be given Mr Abramovich's third witness statement, which you'll find in bundle E1, behind tab 3, at page 55 E1/03/55. Now, you should have this open at paragraph 69 of Mr Abramovich's third witness statement. Can I ask you to read paragraph 69 to yourself, please.

A. Yes, just a second. (Pause)

Q. You may want to focus on the second half of it rather than the first half.

A. Again, what is that? This is Abramovich statement?

Q. This is Abramovich's statement.

A. Yes. (Pause)

Yes.

Q. Now, having seen that, Mr Berezovsky, can you say whether this assists you in answering Mr Sumption's question, the question that he put to you about what were the documents that your lawyer, Maitre Temime, gave to the French judge containing references to these payments?

A. Yes, I'm sorry to say I never have seen Abramovich witness statement and this money -- these numbers coincide completely with what was mentioned by French lawyer.

MR RABINOWITZ: Thank you.

My Lady, I have a quite a few more questions for Mr Berezovsky. I wonder if it's a convenient --

MRS JUSTICE GLOSTER: Yes, okay, I'll take the break now.

Ten minutes.

(3.17 pm)

(A short break)

(3.29 pm)

MR RABINOWITZ: Mr Berezovsky, can I ask you -- I think you probably have Day 6 of the transcripts open in front of you.

A. Yes.

Q. Can you go to page 149.

A. 149?

Q. 149.

A. Yes.

Q. Now, at page 149 you were being asked by Mr Sumption about Mr Voloshin's evidence in relation to what happened at the meetings that you had with him and Mr Putin in 2000 concerning ORT.

A. Yes.

Q. Can I ask you just, please, to read to yourself what you said at lines 14 to 25 of page 149. (Pause)

A. Yes, I remember that.

Q. You see at line 16 you are referring to an open interview that you gave where you blamed him personally and you say:

"... why he decide deny today but not immediately after [your] open interview..."

A. Yes.

Q. Can I ask, please, that you be given bundle H(A)21 and go to page 162, please H(A)21/162.

A. Yes.

Q. Now, on this page you should see set out a report that appeared in Kommersant on 5 September 2000 in which appears to be set out an open letter from you to President Vladimir Putin dated 4 September 2000.

A. Do we have that in Russian?

Q. Do we have that in Russian? Page 167, thank you.

A. Yes, I got it.

Q. And at paragraph 1 of this letter you say:

"Last week a top official in your administration gave me an ultimatum: I should transfer the block of Russian Public Television [ORT] shares I control to the state within two weeks or I could go the same way as Gusinskiy -- clearly a reference to Butyrka Prison. The reason for this proposal was your dissatisfaction with the way in which ORT has covered the events relating to the Kursk submarine accident. 'The president wants to run ORT himself,' your representative told me."

Can you say who that representative was?

A. Sorry?

Q. Who is the representative you are referring to there?

A. No, it's Mr Voloshin and he accept that, as

I understand, in his witness statement, that we met with him exactly this day and the day after I met with him and the president. I mean, Mr Voloshin himself who -- to whom I refer to this article -- to this interview --

Q. Can you say whether this is --

A. -- to this letter, I'm sorry.

Q. And is this what you had in mind when you referred to the "open interview" which Mr Voloshin never

contradicted?

A. Correct. Absolutely correct. Absolutely correct.

Q. Thank you. You can put that away.

Can you go back to the transcript at tab 6, again for Day 6, and if you go to page 154, please.

A. Yes.

Q. You were still being asked by Mr Sumption here about ORT and the circumstances in which you decide to sell ORT and discussions between Mr Abramovich and Mr Patarkatsishvili about this.

A. Yes.

Q. Can I ask you just to read to yourself lines 13 to 19 on page 154, please.

A. Yes.

Q. So you're referring here to an interview with President Putin published in Le Figaro in which he said something like "State has cudgel in his hand and the State will hit at the head but once".

Can I ask you that you be given bundle H(A)22, page 260 H(A)22/260.

A. But I think I made mistake here. It's not 26 December; I think it was in October.

Q. In October. Thank you for that.

A. I think so. Yes, it was on October. Just a second. I don't remember. Just a second. Maybe December.

Q. Mr Berezovsky, perhaps if you look at the document that's being shown to you, that will help.

A. It's October, it's correct.

Q. Thank you. And as you see, this is a report from the Moscow Times.

A. Yes.

Q. "Putin Warns Oligarchs With 'Cudgel'":

"President Vladimir Putin warned Russia's powerful oligarchs that the state would beat them with 'a cudgel' if they stood in the way of reform.

"In an interview with Le Figaro newspaper ahead of a visit to France, the Kremlin leader said business bosses who amassed vast fortunes in the immediate post-Soviet era were trying to use the media to intimidate political institutions.

"The state has a cudgel in its hands that you use to hit just once, but on the head,' Putin told the newspaper, which published the interview Thursday.

"We haven't used this cudgel yet. We've just brandished it, which is enough to keep someone's attention. The day we get really angry we won't hesitate to use it,' he said.

"It is inadmissible to blackmail the state. If necessary, we will destroy those instruments that allow this blackmail.'.

"Putin was responding to a question about criticism of him by Boris Berezovsky, a business magnate with substantial media interests who quit parliament in July after accusing Putin of trying to turn Russia into a Latin American-style regime."

Can you say whether this is the interview that you had in mind in your evidence?

A. Absolutely, absolutely correct. And moreover I just want to stress to Mr Sumption that it's not just abstract, "We give to any head"; even in translation in English it's correct, "the head", because he refer to -- answer to -- he gave his answer referring to me personally. It's the reason why I accept that as a personal as well.

Q. You can put away bundle H(A)22 now, Mr Berezovsky, and I want you, once that's been put away, to go to the next day's transcript: that's Day 7. I want you to go to page 94 of Day 7, please. Mr Berezovsky, tab 7.

A. Yes, 7.

Q. So Day 7, if you go to page 94.

A. Yes.

Q. Can I ask you, if you're at page 94, to read lines 21 to 25 to yourself, please.

A. Hmm. (Pause)

Q. Just tell me when you've read that, Mr Berezovsky.

A. Yes.

Q. So you're referring there to a statement given by
Mr Abramovich's press secretary, Mr Mann --

A. Correct.

Q. -- in 2010. I wonder if I could ask that you be given
bundle H(A)98 and go to page 245, please H(A)98/245.
There's a Russian translation at 245R.

A. And this I don't need as well? No.

Q. You don't need that.

A. Yes. Yes, correct.

Q. Can I just ask you, please, to glance at the first two
pages of that. (Pause)

Perhaps I can just ask you, you see on the second
page Mr Mann has asked:

"-- You deny that then, in 2001, this transaction
between Roman Abramovich and Boris Berezovsky was purely
political?

"-- We confirm that it was a divorce between
partners -- Berezovsky and Abramovich. And there was
nothing political in it."

A. Yes. Between partners, correct.

Q. Then if you go further down, there is a question around
halfway down the page --

A. Yes.

Q. -- where they're talking about the amounts.

A. Yes.

Q. And if you can just read to yourself what he says,
beginning:

"No. But it was a complicated story."

(Pause)

A. Just about amount to read?

Q. Just read, "No. But it was a complicated story", down
to, "Incidentally, two years ago Ernst repaid this
loan".

A. Yes.

Q. It's talking about the figures.

A. Yes.

MRS JUSTICE GLOSTER: You're not speaking into the
microphone, Mr Rabinowitz, so I'm having a bit of
a problem hearing you.

MR RABINOWITZ: Sorry.

A. Yes, I remember that well.

MR RABINOWITZ: Can you just say whether this is the
statement given by Mr Mann in 2010 that you were
referring to?

A. Absolutely correct.

MR RABINOWITZ: I don't know whether this mic is actually
on. That may be the problem.

THE WITNESS: Try to touch like that.

MR RABINOWITZ: Thank you, Mr Berezovsky.

MRS JUSTICE GLOSTER: It's working.

MR RABINOWITZ: Can I ask you next to go to the transcript -- you can put that away. I want you to go to the transcript for Day 8.

A. Yes.

Q. Now, on -- sorry, at Day 8, page 12, please.

A. Yes.

Q. So from Day 8, page 12, going on to page 13, you were being asked by Mr Sumption --

A. Page 13?

Q. From page 12 on to page 13.

A. I see.

Q. Don't worry about it yet, Mr Berezovsky. You were being asked by Mr Sumption about the date when you first had discussions with Mr Samuelson of Valmet.

A. Yes.

Q. And Mr Sumption showed you a document -- I'm not going to take you to it; it's the one at H(A)19, page 10 H(A)19/10 -- he said that the document was dated 5 September and there was then a discussion as to whether this was the first occasion on which you had met Mr Samuelson.

A. Yes.

Q. Can I ask, please, that you be given bundle H(A)20 and go to page 135, please H(A)20/135. So at page 135,

you should see an email from Mr Samuelson to someone called Hans dated 22 July, it says 100 but presumably they meant 2000.

A. Just a second. Where is that? I don't see.

Q. At the top of the page.

A. Ah, yes. "Dear Hans", yes.

Q. You see the date is 22 July, probably 2000 rather than 100.

A. Yes.

Q. Can I ask you to just read the very short email to yourself. (Pause)

A. Yes.

Q. Then if I can just -- do keep a finger in that document -- ask you to go forward to page 239, please.

A. Just a second. Yes.

Q. Again, it's an email exchange between Hans de Kruijs to Christopher Samuelson dated 31 July 2000.

A. Yes.

Q. And after the apology in the first paragraph you see the second paragraph:

"As far as your query is concerned, I understand from our brief telephone conversation that the (Russian) client is looking for an intermediary company to hold Russian assets/shares in Russian companies. It is hereby assumed that the ultimate corporate owner will be

an offshore entity/trust, because of non-disclosure aspects."

Can you help us with this, Mr Berezovsky: can you say whether you think that the two Russian families referred to -- two prominent families referred to in the first email --

A. I think so.

Q. -- and the Russian client -- I haven't asked you a question yet.

A. Sorry.

Q. Can you help us identify who you think they may have been? Who was being referred to?

A. I think it's referred to Badri and to me.

Q. Right. And does this help you in terms of trying to identify more accurately when you first met Mr Samuelson or when Mr Samuelson was --

A. Again, my impression, because there were -- we discuss about what is date: it is American way or European way? It's 09/05. I don't... It's -- again, it's -- this written in July, yes?

Q. Yes.

A. 31 July. And it looks like that he already met us or not? I don't understand that.

Q. Well, does this help you in terms of saying whether or not September was around the time you first met or do

you think it would have been earlier, having seen this?

A. My impression that it was earlier. It does not help me to understand better.

Q. Thank you very much. You can put away bundle H(A)20 and can I ask you, once you've put that away, to go to the transcript for Day 9 of the trial, page 83.

A. Yes.

Q. Mr Sumption, at this part of the transcript, was asking you about your case that there was an oral agreement between you, Mr Patarkatsishvili and Mr Abramovich and Mr Deripaska that none of you would sell your shareholding without the consent of the others.

A. Yes.

Q. Can you just read from line 25 --

A. But what is the page?

Q. You should be on page 83.

A. 83, yes.

Q. And if I can ask you to read from line 25 on page 83 to line 4 on page 86.

A. To the point -- which point? Which line?

Q. Just read to the top of 86, if you would.

A. Top of page 86, yes?

Q. That's right. (Pause)

A. Just a second. I just reading 85, I finish.

Q. Perhaps if you just read 85 and then let me know when

you've done that.

A. Yes, I read just 85. I don't need to read --

Q. All right, that's fine.

A. Yes, fine.

Q. Can I just direct your attention to the fact that at page 84, between lines 5 and 6, the point is made to you by Mr Sumption that no mention was made of any oral agreement --

A. Yes.

Q. -- to the effect that no one would be able to sell their shareholding without the consent of the others in your original claim form. Do you see that at lines 5 to 6?

A. Yes, yes, yes.

Q. And then Mr Sumption goes on to ask you about whether you told your lawyers this and then it leads up to Mr Sumption saying at around page 85, lines 5 to 6, that you've really made this up.

Now, on the question of whether anything was said to your lawyers, please could you be given bundle H(A)89 at page 220 H(A)89/220.

A. Yes.

Q. You'll remember these. These are notes of a meeting with Mr Patarkatsishvili on 30 June 2005 and they were made by Mr Stephenson. This is the typed-up transcript of that.

- A. 2005?
- Q. 30 June 2005.
- A. I don't remember -- where is that?
- Q. Top right-hand corner, you can see the date.
- A. No, the date is fine, but where is that?
- Q. This was, I believe, in Georgia, Tbilisi.
- A. In Georgia. Okay, thank you. And who was there?
- Q. I'm not sure that matters for the moment. You were there.
- A. Yes, sorry.
- Q. Mr Stephenson and Mr Lankshear were there.
- A. Okay.
- Q. And Dr Nosova was there.
- A. Okay.
- Q. If you can then glance forward to page 224 H(A)89/224. I just want to show you this.
- A. Yes.
- Q. You'll see that below the line, the bold line in the middle of the page, there's a discussion about Rusal. Do you see that?
- A. Yes. Rusal, yes.
- Q. Then that goes on for a while. But if you then glance at page 229 H(A)89/229, please, there is a further discussion about Rusal and the whole of this page is what is being said to your lawyers.

Can you look, please, at the third paragraph under the heading "Rusal":

"Roman breached usual principles -- in Russia -- if go into project together shares jointly -- can't dispose at time -- in breach of oral contracts [and] normal principles in nothing written -- oral."

A. Yes.

Q. Does that assist you about whether there was an oral agreement that no one should be able to sell --

MR SUMPTION: My Lady, with great respect, (1) to ask a question relating to what Mr Berezovsky has told his lawyers by reference to something that Mr Patarkatsishvili said in Mr Berezovsky's absence can't possibly be appropriate; secondly, one of the most unacceptable forms of leading question is to say, "Here's a document that gives the desired answer, now what's the desired answer, please?"

MRS JUSTICE GLOSTER: Mr Rabinowitz, the document is there; you can make the point.

MR RABINOWITZ: I can make the point.

MRS JUSTICE GLOSTER: Again, it's all a long time ago; one has to look at the documents.

THE WITNESS: Yes, absolutely.

MR RABINOWITZ: Let's move on.

You can put that away now, Mr Berezovsky. Can you

be given bundle H(A)84, please, page 4 H(A)84/4. Now, you were taken to this document this morning, if you start of page 2.

A. Page?

Q. It's H(A)84. If you start at page 2, you'll see what the document is: it's a deed of release.

A. Just a second. What is that? Just explain there.

Q. This is one of the agreements that was made by Mr -- it was one of a suite -- a group of agreements which was made by Mr Abramovich and his companies, Mr Patarkatsishvili and Mr Deripaska whereby the second tranche of the Rusal shares were sold.

A. I see.

Q. This is one of the agreements that was made and one of the parties to this was Mr Patarkatsishvili.

A. Yes. July 2004, it's correct.

Q. Exactly. Mr Malek took you to this this morning: he took you to paragraph 3.1 at page 4.

A. Yes.

Q. At paragraph 3.1 he showed you a provision which has two parts to it. The first part is Mr Patarkatsishvili representing to the other parties to this contract that during the period -- and the period was one that began at, I think, 15 March 2000 -- he, that's Mr Patarkatsishvili, was the sole and ultimate

beneficial owner of the business interests.

A. Yes.

Q. So it was a representation he was making that he, Mr Patarkatsishvili, was the only person who had the beneficial ownership of the Rusal shares.

A. Yes.

Q. It goes on to say that those shares were not held for the benefit of any other person.

A. Yes.

Q. And then it goes on to provide an indemnity.

A. Yes.

Q. Now, you were asked a variety of questions by Mr Malek about this: first, the statement, the representation about who did and didn't have a beneficial interest, Mr Patarkatsishvili saying he and he alone had a beneficial interest; and then, following this, there was a reference to an indemnity.

A. Yes.

Q. Do you understand what an indemnity is?

A. My understanding is that it's -- it means that no -- that the person who sold that is not able to go to the court to fight that he did something wrong. It means that he is responsible what he is doing.

Q. Do you recall that when Mr Sumption was cross-examining you, he showed you a provision -- well, when Mr Sumption

was cross-examining you, he didn't show you this provision. You were talking to him about a release whereby if someone had done something wrong, you couldn't go to court?

A. Yes, I mean exactly that it's releasing from the responsibility.

Q. Now, I want to ask you what it was that you were told about by Mr Patarkatsishvili and what it was that you were not told about by Mr Patarkatsishvili.

A. I don't remember at all that Mr Patarkatsishvili discuss with me that -- the point that I will not able to go to the court against of Mr Abramovich because, as I explained before, from the very beginning when we decide finally to sell Sibneft, I already never changed my position. And my point is that to do maximum what is possible to do: on the one hand to sell our -- somehow to sell our interests; on the other hand to have opportunity to go to the court.

And it's correct that it's just -- as I understand, in any case it is responsibility of Mr Patarkatsishvili. But again, I don't remember that ever Mr Patarkatsishvili discuss with me that.

Q. All right. So that's what you were not told about.

Now, what I want to ask you again, because your evidence in this was not entirely clear, can you say

whether or not you were told by Mr Patarkatsishvili that you were being required to say that he was the only beneficial owner and that you had no --

A. Yes, this is correct. He was required to say that he was just only beneficial owner. It means that he was required that -- no, not in these terms. It was said that I would not be mentioned at all in any papers.

Q. My question to you was whether you were told about that by Mr Patarkatsishvili.

A. I was told that I will not be mentioned in any papers by Mr Patarkatsishvili. It's definitely correct.

Q. Thank you for that.

Now, can I then turn to the very last line of questioning that Mr Sumption put to you. This is at Day 9. If you can go to Day 9 at page 147 --

A. Just a second. I don't need that more, yes?

Q. You don't need that anymore.

A. Page?

Q. Page 147, please.

A. I don't have -- I have 10 something here.

Q. You don't have anything behind tab 9?

A. I don't have 10 day, 10th day.

Q. So do you have Day 9 though?

A. Yes, I have just --

Q. It doesn't matter that you don't have Day 10 because

we're not going to look at Day 10. We're going to just look at Day 9, page 147.

A. Yes.

Q. Now, at Day 9, page 147, between lines 5 to 15, can I just ask you to look at that very quickly.

A. Yes. Ah, I already read that on the weekend.

Q. Right. So, as you can see, the questions relate to whether any of your witnesses stand to gain financially if you win this action.

A. Yes, correct. Correct.

Q. And the majority of your evidence in the paragraphs that follow, the pages that follow --

A. I remember that well.

Q. Let me put the question to you first.

A. Sorry.

Q. The majority of your evidence was directed to the position of Mr Cherney and you can see that at pages 148 and 149.

A. Yes.

Q. I just want to come back, if I may, to page 147 between lines 8 and 12 because there you say that none of your witnesses stand to gain financially if you win the action. Do you see that?

A. Yes, I see that.

Q. My question is this: is Mr Lindley one of your

witnesses?

A. Yes. My Lady, I have read this transcript on the weekend and I am not correct here because my reflection was that did I give somebody -- Mr Sumption put correct question, no problem with that at all, but my reflection was that: did I pay money for witness, yes? Not witnesses. But it's not my English, my English is okay. My reflection was wrong. And when I read that, I just -- and if you wouldn't put me this question, I in any case arise this question. My -- now -- and I return to this point and try to recollect what's happened.

I have agreement with four people more as a beneficiary if I win against of not only Abramovich, against of anyone: Abramovich or Anisimov or Salford or family, yes? And, as I -- as we discussed now, that I have obligations to pay 5 per cent of this tape, for this recording. But additionally to that I have obligations in front of two witnesses and two who are not witnesses, the same obligation. And the reason why I have this obligation because those people participate in all my events which we're discussing here.

MRS JUSTICE GLOSTER: Okay. I think I need to know who the witnesses are.

A. Yes. The witnesses are Mr Lindley, the lawyer, and Mrs Nosova or Mrs Lindley, his wife, and they're

witnesses. And there are two who are not witnesses:
it's Mr Cotlick and Mr Motkin. Those people, each of
them have 1 per cent and --

MRS JUSTICE GLOSTER: When you say "each of them", each of
the four people you've mentioned?

A. Yes, correct: Mrs Nosova 1 per cent; Mr Lindley
1 per cent; Mr Cotlick 1 per cent; and Mr Motkin
1 per cent.

MRS JUSTICE GLOSTER: 1 per cent of what?

A. Of any benefit which I'll get as a result of the
hearing -- as a result of the judgment.

MRS JUSTICE GLOSTER: Gross or net of legal fees?

A. We just discuss that it will be 1 per cent from
everything what I will get.

MRS JUSTICE GLOSTER: Right.

A. We even didn't discuss to deduct, for example, my
expenses for litigations, yes? We just discuss about
1 per cent of everything what will happen.

MRS JUSTICE GLOSTER: Can the court be quiet, please.

Yes, thank you.

MR RABINOWITZ: Can I just ask you these questions as well
about what you've just said.

When did you make the arrangement first with
Mr Lindley?

A. I don't remember well. I think it's 2008 or 2009, when

we just -- when we spent mainly -- as I understand, Mrs Nosova, Mr Lindley and Mr Cotlick mainly spent time to prepare litigation. As far as Mr Motkin is concerned, it's different story because I didn't have time more to continue any my business and I ask Motkin to take power to control everything and I promise him 1 per cent if I win.

Q. Can you just explain to the court -- and I'm dealing at the moment just with Mr Lindley. I'm interested only in the witnesses rather than the other people --

A. Okay.

Q. -- unless you think that telling us about the other people helps to make clear what your answer is.

Can you just please explain to the court why you entered into this agreement, first, with Mr Lindley?

A. I think I came together with Mr Lindley and Mrs Lindley as well, both of them.

Q. When you say "Mrs Lindley", you mean Dr Nosova?

A. Mrs Nosova, his wife. Because it was my proposal, I proposed them that, that way, and it's because they start to pay almost all their time for preparation of my trial. And moreover we have very small team for prepare all litigations and as far as each of them is very complicated, I think that Lindley, Nosova, they spent 100 per cent time to help me.

MRS JUSTICE GLOSTER: Do they get other fees, time fees, or just a percentage?

A. As far as Mr Lindley is concerned, I think he has; I don't know exactly. As far as Nosova is concerned, no.

MR RABINOWITZ: Can you just say, Mr Berezovsky: was your agreement to pay the money in any way connected to the fact that Mr Lindley might be a witness?

A. Not at all, and it's the reason why I didn't think about that and maybe it's the reason why I didn't react correctly. And I'm sorry, Mr Sumption: that question was correct; the answer was not correct.

Q. Can I just ask you the same question about Dr Nosova. Was the fact that you agreed to --

A. Not at all. And it's --

Q. Just for the transcript, let's just be clear what the question is.

A. Sorry.

Q. We know what your answer is, but let's see what the question is. Was, in relation to Dr Nosova, what you were agreeing to pay her in any way connected to the fact that she might be a witness?

A. Absolutely not and my reflection is exactly that I calculate -- again, the question was correct, but I calculate that the question is: do I pay because they

make this witness statement? And this was my reaction;
it was wrong. And -- but the question was correct.

MR RABINOWITZ: Thank you, Mr Berezovsky. I don't have any
more questions.

MRS JUSTICE GLOSTER: Thank you very much.

Thank you, Mr Berezovsky.

THE WITNESS: Thank you, my Lady.

MRS JUSTICE GLOSTER: I have no questions for you.

THE WITNESS: Thank you, my Lady.

MRS JUSTICE GLOSTER: You are now released from the witness
box and you can talk to your team or anyone else about
the case or your evidence.

THE WITNESS: Thank you very much, my Lady.

I may leave, yes?

MRS JUSTICE GLOSTER: Yes. You may leave.

THE WITNESS: Thank you.

MRS JUSTICE GLOSTER: You don't have to but you may.

Mr Rabinowitz, are you going to call another witness
this afternoon? I'm happy to sit to 4.30 if you wish
but it's up to you.

MR RABINOWITZ: It may be better just to begin tomorrow
morning with a fresh witness. Everyone may be a little
bit fresher.

MRS JUSTICE GLOSTER: Mr Sumption, I think that's a sensible
course. I'm happy to sit to 4.30 if you all wish --

MR SUMPTION: Absolutely. I am quite happy that we should start tomorrow, not least as we have only just -- literally about three quarters of an hour ago -- been given another substantial document concerning Mr Glushkov which I would like an opportunity to study.

MRS JUSTICE GLOSTER: Very well. Do you want me to start at 10.00 tomorrow or are you content with 10.15?

MR RABINOWITZ: As far as we're concerned we're very content 10.15.

MRS JUSTICE GLOSTER: Mr Sumption, are you happy with 10.15?

MR SUMPTION: I'm perfectly happy with 10.15.

Before your Ladyship rises, may I just mention two points of concern. The first is that we are still, as the example I mentioned a moment ago indicates, receiving significant documents at a very late stage by way of disclosure. Now, formally speaking, Mr Berezovsky has been released but one of the problems about late disclosure of documents is that it may necessitate the recall of particular witnesses. We regard it as a matter of really considerable regret that we should be put in that sort of position.

MRS JUSTICE GLOSTER: I endorse that, Mr Sumption, but we all know it's one of the things that happens in litigation of this sort.

MR SUMPTION: I quite understand that.

MRS JUSTICE GLOSTER: I'm not sure there's anything I can do about it --

MR SUMPTION: No, there is not.

MRS JUSTICE GLOSTER: -- other than express my concern that it's happening.

MR RABINOWITZ: My Lady, I can only say that it's not deliberate and we will obviously try to ensure that the document -- we have an ongoing obligation in relation to disclosure and, if a document comes along, it's our responsibility to give it to my learned friend and I can also only apologise when it comes late.

MRS JUSTICE GLOSTER: Right. Well, if Mr Berezovsky needs to be cross-examined on any additional documents, he'll have to go back into the witness box.

MR RABINOWITZ: Indeed. I entirely accept that.

MRS JUSTICE GLOSTER: I'm sure he understands that.

MR SUMPTION: My Lady, the second source of concern arises out of the last question that was asked in re-examination. I understand -- I have not actually been able to locate the actual document -- that we have written to Addleshaws on two occasions to ask them to tell us whether any, so to speak, contingency fees were being paid to witnesses and that we have received the answer that they had not. We were concerned about that because we had in fact heard that payments had been made

to a number of witnesses and that is why we wrote that letter. No doubt Addleshaws will in due course -- provided I can lay hands on this document -- explain to us why that was not supplied. I would also ask that my learned friend arrange to have disclosed to us any written documents recording the agreement with Mr Lindley and Ms Nosova.

MRS JUSTICE GLOSTER: Yes. I mean, I'd like to have references, Mr Sumption, to the correspondence that's relevant to this issue before --

MR SUMPTION: As soon as I have that, I will give it. If it turns out that I'm wrongly informed about those letters, I will make sure that your Ladyship is told that.

MRS JUSTICE GLOSTER: Very well.

Mr Rabinowitz, obviously, if there are any written agreements relating to contingency fees or even just ordinary pay-as-you-go fees, I think it's right that they should be disclosed. They normally are in this sort of case.

MR RABINOWITZ: I follow, my Lady.

Can I just say this about the witnesses tomorrow. It's not intended to suggest that Mr Glushkov will not be giving his evidence first. We also have Mr Jenni coming to give his evidence. Now, I don't know how long my learned friend is going to be with Mr Glushkov but

Mr Jenni, I think, has to be on a plane back to Switzerland on Wednesday. This is as much for your Ladyship as for my learned friend. What we would propose to do, subject again to my learned friend being ready to deal with Mr Jenni, is to interpose Mr Jenni after Mr Glushkov tomorrow.

MR SUMPTION: We're perfectly happy with that, my Lady.

MRS JUSTICE GLOSTER: Good.

MR SUMPTION: Ms Davies will in fact be cross-examining Mr Jenni, I will be cross-examining Mr Glushkov.

I expect, with all the reticence that one employs when predicting the length of any cross-examination, to be about an hour with Mr Glushkov.

MRS JUSTICE GLOSTER: Right. Very well. So we'll have Mr Glushkov, followed by Mr Jenni tomorrow.

Very well. 10.15 then tomorrow.

(4.12 pm)

(The hearing adjourned until
Tuesday, 18 October 2011 at 10.15 am)

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