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Supreme Court, U.S.

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Case No.

UNITED STATES SUPREME COURT
OCTOBER TERM 1995

MARK STEVEN CORRINET
Plaintiff

vs

THE HON. BOUTROS BOUTROS GHALI,
SECRETARY-GENERAL OF THE
UNITED NATIONS

_____/

COMPLAINT AND ORIGINAL PROCEEDING TO ENFORCE
DUTIES UNDER THE 1946 GENERAL CONVENTION ON
THE PRIVILEGES AND IMMUNITIES OF THE UNITED
NATIONS, 1 UNTS 15 (1946)

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PLAINTIFF MARK STEVEN CORRINET ALLEGES AND STATES AS FOLLOWS:

I.

JURISDICTION AND VENUE

1. This is an original proceeding before the United States Supreme Court, pursuant to 28 U.S.C. Section 1251(b)(1), which provides:

The Supreme Court shall have original but not exclusive jurisdiction of:

(1) All actions or proceedings to which ambassadors, other public ministers, consuls, or vice consuls of foreign states are parties.

2. This action is brought by Mark Steven Corrinet, a citizen and private person, who resides in Benicia, Solano County, California, against The Hon. Boutros Boutros Ghali, Secretary-General of the United Nations. As Secretary-General of the United Nations, The Hon. Boutros Boutros Ghali is a Public Minister, and the equivalent of the Head of State and highest representative of the United Nations.

3. Jurisdiction and venue is further based on Article 3, Section 2 of the United States Constitution.

4. Accordingly, original jurisdiction and venue before the United States Supreme Court is appropriate.

II.

PARTIES

5. Plaintiff Mark Steven Corrinet ("Corrinet") is a private citizen of the

United States of America, and resides and is domiciled in Benicia, Solano County, California.

6. The Hon. Boutros Boutros Ghali is the Secretary-General of the United Nations, and resides as a Foreign Minister in New York City, New York.

III.

FIRST CLAIM FOR RELIEF TO ENFORCE DUTIES ARISING FROM THE 1945 CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS

7. The allegations of paragraphs one through six of this complaint are incorporated herein as though fully set forth.

8. This is a claim for relief to enforce duties arising from the 1945 convention on the Privileges and Immunities of the United Nations, 1 UNTS 15(1946); 21 UST 1418 (19170), TIAS No. 6900. Specifically, Corrinet is seeking an Order from the United States Supreme Court requiring the Hon. Boutros Boutros Ghali to waive the privileges and immunities afforded to Ron Irwin Ginns, aka Arleigh Gaines, and so that Corrinet's pending defamation lawsuit may go forward and be tried before the United States District Court, Northern District of California, or such other appropriate Court as is designated.

9. Reference is made to the appendix, which sets forth as Appendix A a true and correct copy of a pending complaint filed February 6, 1995 before the United States District Court, For the Northern District of California, entitled Mark Steven Corrinet

vs. United Nations, et al, Action No. C 95 0426. The allegations of that complaint are incorporated herein in full, and provide the factual setting and circumstances of the present proceedings.

10. Corrinet emphasizes at the outset that the only proceedings at issue before the United States Supreme Court concerns the enforcement of the Hon. Boutros Boutros Ghali's duties to waive immunities under Section 20 of the Convention on The Privileges and Immunities, which provides:

"Privileges and immunities are granted to officials in the interest of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the **right and the duty to waive the immunity** of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations. In the case of the Secretary-General, the Security Council shall have the right to waive immunity." (Emphasis added)

11. The Hon. Boutros Boutros Ghali declined Corrinet's August 6, 1994 written request to waive the immunity as to Mr. Ginns. Corrinet was seeking a waiver of the immunity to permit a defamation action and other common law tort claims, arising out of statements made by Mr. Ginns to members of the Associated Press and other members of the rare documents dealer and collector community, to the effect that Corrinet was a fraud, that the documents he was trying to

sell were either not authentic or were valueless, and that his proposed transaction was an illegal tax scheme. (See the factual details of his defamation claim, set forth in Appendix A, Complaint, pages 7-10.)

12. The present claim for relief seeks Court enforcement of Section 20 of the Convention, to order The Hon. Boutros Boutros Ghali to waive the immunities as to Ginns and Sorenson, so that Corrinet's complaint can go forward without the impediment of any privileges and immunities. By no means is Corrinet intending to try any aspect of his common law tort claims before the United States Supreme Court. Instead, these proceedings are limited to obtaining an order requiring a waiver of the privileges and immunities, whereupon Corrinet's defamation and other related claims for relief would then go forward and be tried before the United States District Court, Northern District of California, or other appropriate court.

13. As can be seen from the complaint (Appendix A), Corrinet is a dealer and collector of rare documents and other historically significant items. He is presently the legal owner and possessor of the original signature pages of the United Nations Interim Agreement signed in San Francisco on June 26, 1945 (Interim Agreement). The Interim Agreement was one of two documents signed at San Francisco to create the United Nations, and was signed simultaneous with the Charter of the United Nations.

14. The Interim Agreement was the operating document of the fledgling United Nations until the formal ratification of the United Nations Charter, which occurred

October 24, 1945 ("UN Day"). The Interim Agreement authorized the establishment of the Preparatory Commission of the United Nations, which met in London during 1945 to set up the present day United Nations. The preparatory commission then took on the task of taking the concepts of the Charter and implementing a workable structure for the United Nations. Among its members included Sir David Owen, K.C.M.G., who became the first member of the United Nations Secretariat, a renowned Statesman.

15. Corrinet has been heading up a project to sell these signature pages, and other additional rare United Nations founding documents, for an asking price in the neighborhood of \$3.0 million. The concept behind the proposed transaction is to find a buyer willing to purchase the collection, including the original signature pages of the United Nations Interim Agreement, and to then donate the documents to an appropriate charitable organization duly qualified under the United States Tax Code, Section 501(c)(3).

16. The concept was to have the United Nations designate an appropriate charitable institution, such as the United Nations Association, a sister group to the United Nations, as the recipient of the documents. The United Nations Association is a grass roots group which has a goal of bringing local citizens together to become involved in the affairs of the United Nations. The United Nations Association has subsidiary chapters throughout the World, including a San Francisco based chapter known as United Nations Association-San Francisco (UNA-SF).

17. Under the proposed transaction, Corrinet would find a buyer for the

documents, who would agree to pay Corrinet the asking price of \$3.0 million. The purchaser would then donate the documents to UNA-SF. UNA-SF would then create a public display and public relations presentation of the documents, giving due credit to the purchaser. This display was to occur in connection with the 50th Anniversary Celebrations of the formation of the United Nations, which occurred during 1995, including the June 1995 celebration ceremonies held in San Francisco, after which the documents would be placed on permanent loan to the United Nations for public display.

18. The Complaint (Appendix A) further details the personal vendetta which Ginns has against Corrinet, which creates a factual basis requiring a waiver of immunity (Appendix A, page 7-8, paragraphs 30-32). This feud erupted between Ginns and Corrinet as a result of certain statements of opinion made by Corrinet concerning the method by which Ginns had placed particular values on stamps in the United Nations Philately, which is a United Nations stamp catalog, and lists the retail prices for materials in the stamp world. Ginns was the publisher of this stamp catalog, and became enraged at Corrinet's statements.

19. Ginns was a member of the 50th Anniversary Celebration Commission of the United Nations, which was chaired by Gillian Sorenson, Under-Secretary-General of the United Nations. When Ginns found out about Corrinet's proposed project to sell the Original Signature pages of the Interim Agreement, he took steps to defame Corrinet, by stating to the Associated Press and members of the rare documents collectors and dealers communities, that Corrinet was a

fraud, that the documents were not authentic, that the project was a tax fraud, that neither the UNA-SF nor the United Nations wanted anything to do with the documents, that the documents were near valueless, and that Ginns had to protect the United Nations from "people like Mr. Corrinet." (See Complaint, Appendix A, page 8-9.)

20. As the complaint (Appendix A, page 9) further details, Ginns knew the remarks to be false when made.

21. The February 1994 remarks proximately caused Corrinet damages by interrupting a potential transaction in the documents, by destroying a potential press release, and by injuring Corrinet's process of marketing and promoting his project. (Complaint, Appendix A, page 10, paragraphs 39 and 40).

22. Corrinet's present counsel then began the process of contacting the United Nations, to seek a waiver under Section 20 of the Convention of Privileges and Immunities, to permit a defamation claim and other claims. There were a series of letters, phone calls, and other correspondence between present counsel and counsel for the United Nations, through the office of Hans Corell, Under-Secretary-General for Legal Affairs to the United Nations, and Mr. Jay Pozenal, Esq., of that office. (Complaint, Appendix A, pages 10-13.)

23. A copy of the August 6, 1994 letter sent to Mr. Jay Pozenal, Esq. by present counsel is set forth in Appendix B, and requests a waiver of the immunity, under Section 20 of the Convention on Privileges and Immunities.

24. A copy of the October 11, 1994 response from Ms. Sinha S. Basnayake, Director General Legal Division, is set forth as Appendix C. Through that letter, the Secretary-General of the United Nations declined to waive the immunities, by the express statement, "Accordingly, the Secretary-General has decided to maintain the privileges and immunities accorded to Mr. Ginns, as a United Nations official, in respect of Mr. Corrinet's claims." (Appendix C)

25. The Secretary-General abused his discretion in refusing Mr. Corrinet's request for a waiver. The waiver should have been granted, because of the following:

A. The conduct of Ginns has nothing to do with the operations or functions of the United Nations, and instead concerns defamatory remarks made to non-United Nations individuals.

B. The conduct of Ginns was intentional, malicious, and done with the specific intent of causing harm and humiliation to Corrinet. Under Section 20 of the Convention, a waiver should be granted in the interest of justice. The facts of the Complaint (Appendix A) cry out for justice.

C. Ginns was motivated by his personal vendetta against Corrinet, arising long ago from disputes relating to United Nations stamp catalog. Section 20 emphasizes that "Privileges and Immunities are granted to officials in the interest of the United Nations and not for the personal benefit of the individuals themselves." Ginns' personal vendetta against Corrinet, and Ginns' conduct arising therefrom, should not

be the subject of immunity, since it has nothing to do with the interests of the United Nations.

D. Corrinet at all times has been willing to waive any claims against the United Nations, such that any claim against Ginns would not be to the prejudice of the United Nations. Section 20 emphasizes that immunity should be waived if it will not cause "prejudice to the interests of the United Nations." Though the present complaint (Appendix A) names the United Nations as defendant, Corrinet is willing to waive all such claims, and proceed after Ginns and Sorenson alone, as individuals.

26. The duty expressed in Section 20 of the Convention on Privileges and Immunities must be enforceable in the Courts of the United States. Otherwise, it would merely be a duty without any obligation or check by outside powers. To have an unenforceable duty is similar to the concept of an illusory contract, involving a promise made subject to a condition where the promisor controls the condition (eg, "I'll pay you \$100 on the condition that I wear a red tie.") A duty without the opportunity of enforcement is no duty at all, which would make a mockery out of the Convention on Privileges and Immunities. Accordingly, the United States Courts can enforce the terms of the duty set forth in Section 20 of the Convention, and should do so in this case.

27. Unless the Court agrees to enforce the duty, Corrinet will suffer irreparable harm, for which he will have no adequate legal remedy. Injunctive relief, in the form of a preliminary and permanent injunction, and pursuant to Federal Rules of Civil Procedure Rule 65, is requested, ordering The Hon.

Boutros Boutros Ghali to waive the privileges and immunities afforded to Ginns and Sorenson, and to permit the pending defamation and other claims (Appendix A) to go forward without the impediment of such privileges and immunities.

WHEREFORE PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

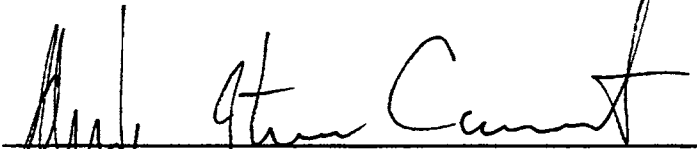
1. To permit the present original proceeding to go forward to Judgment, and for Judgment in Plaintiff's favor as to his first claim for relief.
2. For a preliminary and permanent injunction ordering The Hon. Boutros Boutros Ghali to waive the privileges and immunities afforded to Mr. Ron Ginns, and to permit the Complaint of Corrinet (Appendix A) to go forward against Ginns without the impediment of such privileges and immunities.
3. For costs of proceedings.
4. For such other relief as the Court deems just and appropriate.

FRANCK & FRANCK

By: Herman A.D. Franck Dated: September 22 1995
Herman A.D. Franck V
Attorney for Plaintiff Mark Steven
Corrinet

VERIFICATION

I, Mark Steven Corrinet, declare as follows:
That I am the plaintiff in the above action,
and have personal knowledge of the facts
stated in the foregoing complaint and
original proceedings, and have read the
complaint, and state on my own personal
knowledge that the facts alleged in the
complaint are true and correct, and that
this verification was signed under oath and
under penalty of perjury pursuant to the
laws of the United States of America, at
Benicia, California, on September 15, 1995.



Mark Steven Corrinet

PROOF OF SERVICE BY MAIL

The undersigned declares as follows:

That on the date signed below, I served by First Class Mail, Postage Prepaid, the following documents:


Complaint and Original Proceeding to Enforce the Terms of the Convention on Privileges and Immunities, Motion for Leave to Proceed as an Original Proceeding.

On all parties to this proceeding, by mailing the above stated documents to the following address:

Hon. Boutros Boutros Ghali
Secretary-General of the United Nations
United Nations, New York 10017

Sinha S. Basnayake
Director, General Legal Division
United Nations
Room S-3430
United Nations, New York 10017

I declare under oath and under penalty of perjury that the foregoing is true and correct and that this declaration was executed this September 22, 1995 at San Francisco, California



Herman A.D. Franck V

APPENDIX A

HERMAN A.D. FRANCK V, ESQ.,
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Original Filed Feb 6, 1995
Richard W. Wieking
Clerk, U.S. District Court
Northern District of
California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARK STEVEN CORRINET
Plaintiff,

No. C95 0426

vs.

COMPLAINT FOR
EQUITABLE RELIEF
AND DAMAGES

UNITED NATIONS,
HON. BOUTROS BOUTROS GHALI,
SECRETARY GENERAL OF THE
UNITED NATIONS, GILLIAN
SORENSEN, UNDER SECRETARY
GENERAL OF THE UNITED NATIONS,
AND RON IRWIN GINNS, aka
ARLEIGH GAINES,

Defendants

Plaintiff alleges as follows:

I.

JURISDICTION AND VENUE

1. Jurisdiction in the United States District Court is based on diversity jurisdiction, pursuant to 28 U.S.C. §1332(a). All of the Defendants, are citizens of, and reside in, the State of New York, with the exception of the Hon. Boutros Boutros Ghali, who is a citizen of Egypt, and a Resident Alien of New York. The Plaintiff resides in, and is a citizen of the State of California. The amount in controversy is in excess of \$50,000.

2. In addition, Federal Jurisdiction is based on 28 U.S.C. §1330, in that the United Nations is a foreign state within the definition of 28 U.S.C. §1603. The foreign state basis of jurisdiction set forth in 28 U.S.C. §1332(a)2 is further invoked.

3. Jurisdiction is further based on Federal question jurisdiction, 28 U.S.C. §1331, in that the request for equitable relief, including injunctive relief and specific performance, raises issues of federal law, including the interpretation of the Foreign Sovereign Immunities Act, 28 U.S.C. §1605 et seq, the 1946 General Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15(1946), 21 U.S.T. 1418 (1970), T.I.A.S. No. 6900 and in particular §§2, 12 and 14 and 20; and the International Organizations Immunities Act, 28 U.S.C. §288, et. Seq.

4. The District Court has supplemental jurisdiction over related state claims, pursuant to 28 U.S.C. §1367(a).

5. Jurisdiction in the District Court is further based on 28 U.S.C. §1251(b)(1). This is an action against a

Public Minister, which permits original but not exclusive jurisdiction before the United States Supreme Court. Corrinet files this present action without waiver of his right to file an original proceeding with the United States Supreme Court.

6. Jurisdiction is further based on 28 U.S.C. §1351, in that this is an action involving a claim against Counsels or Vice-Counsels of a foreign state and/or a members of a Mission.

7. Venue is based on 28 U.S.C. §1391(a), in that a substantial part of the events or omissions giving rise to the claim occurred in the Northern District of California, where a substantial part of the property that is subject of the action is situated.

8. The damages to Mr. Corrinet occurred to Mr. Corrinet at Solano, California. In addition, the damages to the documents in terms of reducing Mr. Corrinet's ability to sell those documents, occurred in Solano County, California. The physical documents which are the subject of this dispute are located in Alameda County, California.

9. The United Nations has stated in writing that it does not have any known claims of ownership to the subject documents.

10. Venue is further based on 28 U.S.C. §1391(b), in that a substantial part of the events or omissions giving rise to the claim occurred, and a substantial part of the property that is the subject of the action is situated in the Northern District.

11. Venue is further based on 28 U.S.C. §1391(d) in that the United Nations Officials sued herein, including the Honorable Secretary General Boutros Boutros Ghali is an Alien, and therefore may be sued in any District.

II.

PARTIES

12. Plaintiff Mark Steven Corrinet is an individual residing in Solano County, California.

13. Defendant United Nations is an Inter-Governmental organization with a principle place of business located in New York City, New York. The United Nations constitutes a foreign state.

14. Defendant, The Honorable Boutros Boutros Ghali, was at all times relevant the Secretary General Of The United Nations, is a Public Minister, and holds the equivalent role of Head Of State of a Foreign State, and resides as an Alien in New York City, New York.

15. Defendant, Under Secretary Gillian Sorenson, was at all times relevant the Assistant Under Secretary General of the United Nations, and is a resident and citizen of the State of New York.

16. Defendant, Ron Irwin Ginns, also known as Arleigh Gaines, is a resident and Citizen of the State of New York, and was at all times working within the scope and course of his status as an Official with the United Nations. Mr. Ginns is a licensed Attorney At Law.

III.

GENERAL ALLEGATIONS

17. On June 26, 1945, the world celebrated the creation of the United Nations as an International Inter-Governmental Organization with the primary purpose of securing peace and good relations among all nations. One of the initial

chartering documents which created the United Nations is known as the United Nations Interim Agreement, which established the basic structure and inner-workings of the United Nations until the formal ratification of the United Nations Charter, which occurred October 24, 1945 ("UN Day"). As such, the Interim Agreement, though signed simultaneous to the Charter, was in effect prior to the Charter. The Interim Agreement authorized the establishment of the Preparatory Commission of the United Nations, which met in London during 1945 to set up the present day United Nations. The Preparatory commission then took on the task of forming the United Nations as an Operating Inter-Governmental Organization. Among its members included Sir David Owen, K.C.M.G., who became the first member of the United Nations Secretariat, and renowned Statesmen.

18. Mark Steven Corrinet is a Collector and Dealer in fine and historic documents. He is presently the legal owner and possessor of the original signature pages of the United Nations Interim Agreement signed in San Francisco on June 26, 1945.

19. Corrinet has been heading up a project to sell these signature pages, and additional Rare United Nations Founding Documents, for an asking price in the neighborhood of \$3.0 million dollars. The concept behind the proposed transaction has been, and continues to be, to find a buyer willing to purchase the Collection, including the original signature pages to the United Nations Interim Agreement, and then to donate the documents to an appropriate charitable organization duly qualified under the United States Tax Code, §501(c)(3).

20. The concept was to have the United Nations designate an appropriate charitable institution or entity, such as the United Nations Association, which is a sister group to the United Nations (but separate and apart from the United Nations). The United Nations Association is a grass roots group which has a goal of bringing local people together to become involved in the affairs of the United Nations. The United Nations Association has subsidiary groups all over the world and all over the United States. Among the possible designee of the United Nations to receive title and ownership of the donated Collection.

21. The proposed transaction was to work as follows:

A buyer would purchase for cash the documents from Mark Steven Corrinet for a price in the neighborhood of \$3.0 Million Dollars. That buyer would then donate the documents, to a charitable institution designated by the United Nations, such as U.N.A.-S.F. The charitable institution designee of the United Nations would then receive the documents, thereby giving the Buyer/Donor a tax benefit for a charitable donation.

22. The U.N.A.-S.F., or other charitable designee of the United Nations, was then to retain title and ownership of the documents, and would create a public display of those documents during the 1995 50th Anniversary Celebrations of the formation of the United Nations. These celebrations would be occurring in San Francisco and New York during 1995, and would provide several opportunities to have major public displays and other public relations work with respect to the documents.

23. Corrinet was seeking private parties to come forward who would be

interested in sharing this historic document with the world, and who would further benefit from both the tax right off from the charitable donation, as well as the public relations benefits occurring during the presentation ceremonies, through which the donation would be publicly announced and presented to the U.N.A.-S.F. The concept was that the donor's name and other affiliations would be proudly displayed during these presentation ceremonies, as well as during the permanent public displays of the document either in San Francisco or New York.

24. Ultimately, the original signature pages were slated for permanent loan and safekeeping to the United Nations, with title remaining vested in favor of the charitable designee of the United Nations. Under the proposed transaction, the United Nations would end up with ultimate control and possession of the historic documents.

25. Toward achieving this goal, Mr. Corrinet began having discussions with U.N.A.-S.F. and the United Nations. During 1992 U.N.A.-S.F., through their Executive Director, agreed that as a general principle it would be willing and interested in receiving title to the signature pages of the Interim Agreement.

26. In September 11, 1992, Under Secretary Joseph Reed, acting on behalf of the Secretary General Of The United Nations, signed a letter addressed to the Executive Director Of The U.N.A.-S.F. (Exhibit A hereto) in which he stated:

"On behalf of the Secretary General of the United Nations, I would like to inform we are most interested in receiving in donation the United States back-up copy of the signature pages of

the United Nations Charter, dated June 26, 1945."

27. The document identified in the September 11, 1992 of Under Secretary General Reed was in fact the original signature pages of the United Nations Interim Agreement dated June 26, 1945, and was mis-identified in the September 11, 1992 letter of Under Secretary General Reed as the back-up copy of the signature pages of the United Nations Charter. In fact, the documents which Corrinet has are the original signature pages.

28. Under Secretary General Reed's letter (Exhibit A) further states:

"It is our understanding that this document is being donated to the U.N.A.-S.F., who will retain the document until 1995, at which point you wish to donate it to the United Nations during the Charter Day Celebrations in San Francisco, June 1995. It is, of course, understood that the United Nations will require a formal letter of transfer of title, including a statement of the donor's right of legal title, at the time of donation. Also, while the documents provided seem to indicate that the signature pages are genuine, the United Nations reserves judgment and formal comment on the documents genuineness until we have inspected the originals ourselves. Subject to the above conditions, we would be delighted to accept this document in 1995."

29. Between 1993 and 1994, Corrinet took steps to have the United Nations authenticate the original pages of the Interim Agreement. During the course of

that attempt, the Corrinet project to sell and donate the original signature pages was brought to the attention of Under Secretary General, Ms. Gillian Martin Sorenson, who has been appointed by the United Nations to head up the Committee for the 50th Anniversary of the Charter Day Celebrations to occur in San Francisco and in New York during 1995.

30. Defendant Ron Ginns aka Arleigh Gaines, also an Attorney at Law (believed to be licensed in the State Of New York), was further appointed by Under Secretary General Sorenson to assist her efforts with respect to the 50th Anniversary Charter Day Celebrations in San Francisco and in New York to take place during June and October 1995, respectively.

31. Ron Ginns aka Arleigh Gaines and Plaintiff Mark Steven Corrinet have had several long standing feuds in the past, concerning matters which have absolutely nothing to do with the Corrinet project to sell and donate the United Nations Interim Agreement.

32. In particular, and by way of example, Corrinet and Ginns were involved in a dispute arising out of their association as well known members of the United Nations Philatelic Community. Ginns publishes the United Nations Philately, which is essentially a United Nations stamp catalog, which lists the retail prices for materials in the stamp field. This feud erupted over Corrinet's statements of opinion concerning the method by which Ginns places particular values on items in his catalogue.

33. When Ginns found out about Corrinet's involvement in the project to sell and then donate the Interim Agreement original signature pages, he allowed his personal feud with Corrinet to interfere with his official duties with the United

Nations. Ginns has very strong personal views about Corrinet and then took up upon himself to assure that the proposed donation and transaction concerning the Collection would never occur. In particular, Ginns intentionally, maliciously, and with his own personal desires to cause damage and injury to Corrinet, and further with full knowledge that the statements were false, interfered with the subject donation and transaction with respect to the sale of the Collection by doing the following events:

A. During February 1994, Corrinet was attempting to arrange for a news article to be published by the Associated Press. The purpose of the news article was to discuss the Corrinet project to sell and donate the Collection original signature pages. The idea would be to provide press coverage which would add a boost to Corrinet's efforts to sell the documents. On or about February 9th or 10th in connection with that press release, a Mr. Joseph Coleman of the Associated Press New York, called the United Nations for a reference for Mr. Corrinet. Mr. Coleman was referred by the United Nations to Mr. Ginns. Mr. Coleman then discussed the matter with Mr. Ginns, and during that telephone discussion was advised by Mr. Ginns of the following:

- (a) That the purported original signature pages of the Interim Agreement in the custody of Mr. Corrinet were not authentic and were fraudulent;
- (b) That with respect to the Interim Agreement original signature pages, Mr. Corrinet was attempting to orchestrate a tax fraud, or

other illegal tax scheme or some sort;

- (c) That neither the United Nations nor the U.N.A.-S.F. wanted anything to do with the documents, and specifically would not allow the documents to be donated to either or them;
- (d) That the original pages of the Interim Agreement, even if authentic, would be near valueless;
- (e) That Ginns felt he had to protect the United Nations from "people like Mr. Corrinet".

34. When Mr. Ginns stated the above matters to Mr. Coleman, he did so knowing full well that the statements were false. With respect to the authenticity of the documents, it was always consistently the position of the United Nations that they could not authenticate the documents themselves simply because they do not have the appropriate professionals present to do so. Mr. Ginns was aware of this circumstance. Accordingly, for Mr. Ginns to state that they were not authentic and were fraudulent was false, because no such finding had ever been made, and Mr. Ginns had no independent basis to make such a claim. With respect to the statement of orchestrating a tax fraud or a tax scheme, Mr. Ginns had no cause or basis to make any such remark, especially in light of the fact that the proposed transaction was not fraudulent or illegal in any way.

35. With respect to the contention that neither the United Nations nor the U.N.A.-S.F. wanted anything to do with the documents, this statement directly contradicted the September 11, 1992 letter

of Under Secretary General Reed, (Exhibit A), and a similar letter written by U.N.A.-S.F. Ginns was fully aware of the September 11, 1992 letter of Under Secretary General Reed, and the similar position of U.N.A.-S.F., and was fully aware that his statement that neither the United Nations or U.N.A.-S.F. wanting anything to do with the documents was false.

36. Ginns' further remark concerning the value of the documents was known to be false when made. Ginns, in his position as the United Nations designee to give a reference concerning Mr. Corrinet, held himself out as an expert concerning the matters at hand, and led Coleman to believe that his opinion was that of an expert. Accordingly, Ginns' opinion that the matter had no value is actionable because he held himself out as an expert. His opinion was also false when stated as Ginns knows full well that if the documents are authentic, they are worth multi-millions of dollars.

37. Ginns final remark concerning a need to protect the United Nations from "people like Mr. Corrinet" was also false when stated. Ginns was suggesting that Corrinet was up to no good and that there was some sort of a fraud scheme or other illegal conduct involved. In fact, Ginns knew that Corrinet was simply trying to bring forward a transaction which was legitimate in every respect.

38. On or about the same time as when Ginns had a telephone discussion with Mr. Coleman, Ginns had a further telephone discussion with another dealer in rare documents by the name of Mr. Bernard Kosmoski, a resident of New Jersey. Ginns basically reiterated the above false remarks given to Mr. Coleman to Mr. Kosmoski.

39. Corrinet had also had two sets of Prospective Buyers that decided against any

further dealings, after they spoke with Officials (possible Ginns) of the United Nations.

40. As a proximate result of Ginns' intentional and malicious conduct, Corrinet was damaged and injured in that he lost the prospective press release, which constitutes a prospective economic advantage; he further suffered from an attack on his character which has caused him general damages for defamation under California Law, and which has caused a decline in the value of the documents.

41. After the February 1994 acts of defamation by Mr. Ginns, Corrinet through present counsel, began the process of negotiating a resolution to the overall circumstances. That process included an April 1994 written communication to Defendants, the Honorable Boutros Boutros Ghali, Gillian Sorenson, and Ron Ginns. Responses concerning those correspondence were given by the General Legal Division for the United Nations.

42. The basic conclusion of the response given May 26, 1994 by the General Legal Division on behalf of the Honorable Boutros Boutros Ghali, Gillian Sorenson and Ron Ginns was that the conduct of the Ginns was duly ratified, approved and permitted by the United Nations and Defendants Boutros Boutros Ghali and Gillian Sorenson. This ratification after the fact creates a liability on behalf of the United Nations as well as the individual officials ratifying those acts.

43. In addition to wrongfully ratifying the conduct of Ginns, Defendants Boutros Boutros Ghali and Sorenson further failed to take any credible effort to investigate the truth of Mr. Corrinet's claims. During April 1994, Mr. Corrinet had provided them with the names and telephone

numbers of the two witnesses (Mr. Coleman of the Associated Press and Mr. Kosmoski). However, both Boutros Boutros Ghali and Sorenson failed to ever contact these individuals, and instead simply discussed the matters with Ginns, and then laid the matter to rest. This constitutes a breach of an affirmative duty to investigate the facts and circumstances.

44. In the initial correspondence between Corrinet and Defendants (April 11, 1994), Corrinet made it quite clear that he was not interested in pursuing a damage remedy at that point, and was willing to waive any such damage remedy, in return for a statement by the United Nations correcting the wrong-doing of Ginns, through the promise that Mr. Ginns would not repeat any such defamatory conduct, and a further statement by the United Nations reinstituting the September 11, 1992 Reed letter (but correcting that letter to put in the true name of the documents). Corrinet further requested that the United Nations take steps to authenticate the documents so that the authenticity issue could at last be put to rest.

45. In the initial responses from the United Nations to the correspondence of Corrinet through counsel, dated May 26, 1994, the United Nations took the position that Ginns did nothing wrong, that the United Nations could not authenticate the documents, and that the United Nations could not correct the wrongful conduct of Ginns by bringing forward a favorable press report or by doing anything to correct the circumstances. In the May 26, 1994 letter, the United Nations did agree to take a position of neutrality with respect to the subject project, and agreed that:

"Neither the United Nations
nor any of its Officials

will comment on the project, the authenticity of the documents or their value. Should this prove acceptable to your client, the United Nations, through a senior official, will provide the letter to your client confirming the position taken by Mr. Reed in his letter of 11 September 1992 and affirming that the United Nations would not comment, either positively or negatively, about Mr. Corrinet's project, including the authenticity of the value of the documents."

46. During the ensuing months, counsel for Corrinet and counsel on behalf of the United Nations attempted to work out a resolution of the circumstances to permit the transaction to come forward, subject to the overall condition quoted above in connection with the September 11, 1992 Reed letter, that any acceptance of the documents was subject to the United Nations final in-house review on the documents genuineness.

47. During the course of working out the final details of this transaction, Ginns again defamed Corrinet in connection with a telephone discussion with a news reporter located in Los Angeles by the name of Frank Davidson. This third act of defamation occurred in Los Angeles during September 6,, 1994. The false and defamatory statements given by Ginns to the Los Angeles News Reporter were the same basic statements given by Ginns to Mr. Coleman and Kosmoski. After the news reporter received defamatory information concerning Corrinet, he left a

specific telephone message with The Honorable Boutros Boutros Ghali in which he further recited the basic statements of Mr. Ginns to The Honorable Boutros Boutros Ghali.

48. Plaintiff alleges other defamatory actions by Ginns, according to proof.

49. As a proximate result of the conduct of Ginns, the ratification of The Honorable Boutros Boutros Ghali and Sorenson, and the refusal to properly investigate the matter, Corrinet has been injured and damaged in that his ability to bring about the proposed transaction has been stifled, in that the subject documents have not in fact been sold as of this writing. In addition, even if the documents are ultimately sold and transacted, the United Nations, through Ginns and the ratification of Sorenson and Boutros Boutros Ghali, have caused the documents to become less valuable, and have caused personal damages to Mr. Corrinet and his character, and other general damages.

IV.

FIRST CLAIM FOR RELIEF FOR EQUITABLE
RELIEF AND SPECIFIC PERFORMANCE
OF AFFIRMATIVE DUTY TO WAIVE IMMUNITIES
(Against Secretary General Boutros Boutros
Ghali)

50. Plaintiff incorporates the allegations of Paragraphs 1 through 49 herein as though fully set forth.

51. Plaintiff acknowledges that the conduct of each of the individual Defendants could be subject to the immunities set forth in the 1946 General Convention On The Privileges And Immunities Of The United Nations, 1 UNTS 15 (1946), 21 UST 1418

(1970), T.I.A.S. 6900, to which the United States became a party on April 29, 1970. Further possible applicable immunities are set forth in the International Organizations Immunities Act, 22 U.S.C. §288, et. Seq., and the Foreign Sovereign Immunities Act (F.S.I.A.) 28 U.S.C. §1604, et seq.

52. Immunity does not apply in this case, however, because the transaction involved was a commercial transaction which is not subject to immunities by virtue of 28 U.S.C. §1605(a)(2), which provides:

"A foreign state shall not be immune from the jurisdiction of Courts of the United States or of the states in any case in which the action is based upon a commercial activity carried on in the United States by a foreign state; or upon an act performed in the United States in connection with a commercial activity of the foreign state elsewhere; or upon an act outside the territory of the United States in connection with the commercial activity in the foreign state elsewhere and that act causes a direct effect in the United States."

53. The Corrinet Project with respect to the interim agreement constitutes a commercial activity. The conduct of the Defendants is in breach of the letter and spirit of the Reed letter, and constitutes a basis for liability of each of the involved Defendants and the United Nations for the conduct with respect to the subject commercial activity. Accordingly, the

diplomatic privileges and immunities and immunities of a foreign state do not apply.

54. In addition, the United Nations, and specifically The Secretary General, Honorable Boutros Boutros Ghali had an affirmative duty to waive immunities. This affirmative duty is set forth in the General Convention On The Privileges In Immunities Of The United Nations. Section 11 of the General Convention on the privileges and immunities of the United Nations provides (1 UNTS 15 (1946), 21 UST 1418 (1970), TIAS No. 6900):

"Representatives of Members to the principle and subsidiary organs of the United Nations and to conferences convened by the United Nations, shall, while exercising their functions and during their journey to and from the place of meeting, enjoy the following privileges and immunities: (a) immunity from personal arrest or detention and seizure of their personal baggage and, in respect of words spoken or written and all acts done by them in their capacity as representatives, immunity from legal process of every kind."

55. The immunity set forth in §11 is subject to the following affirmative duty set forth in §14 of the Convention on the Privileges and Immunities of the United Nations (1 UNTS 15(1946), 21 UST 1418 (1970), TIAS No. 6900)

"Privileges and immunities are accorded to the

Representatives of Members not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the United Nations.

Consequently, a Member not only has the right but is under a duty to waive the immunity of its Representative in any case where in the opinion of the Member the immunity would impede the course of justice, and it can't be waived without prejudice to the purpose for which the immunity is accorded."

56. Further, §20 of the Convention of Privileges and Immunities provides:

"Privileges and immunities are granted to officials in the interest of the United Nations and not for the personal benefit of the individuals themselves. The Secretary General shall have the *right and the duty* to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can't be waived without prejudice to the interest of the United Nations. In the case of the Security Council shall have the right to waive immunity."
(emphasis added)

57. The General Convention Of Privileges and Immunities does not apply to the particulars of this case in that when Ginns was defaming the Plaintiff, he was acting out of his own personal ill will and animosity toward the Plaintiff, was conducting himself in an intentional, malicious and oppressive manner, and as such was acting well outside the course and scope of his official duties and capacities. Accordingly, his conduct is outside the gambit and workings of the General Convention and any other diplomatic immunities.

58. In addition, the conduct of Ginns was in respect to commercial activity for which there is no immunity.

59. However, in case a court decides as a matter of law or upon trial of fact, that for whatever reason any privileges and immunities do apply, Plaintiff asserts that the Secretary General violated his affirmative duty to waive the immunity of Ginns as required under §20 of the Convention (quoted above) and under §14, also quoted above.

60. On August 6, 1994, Plaintiff, through his Counsel, made a formal request to the Secretary General Of The United Nations, The Honorable Boutros Boutros Ghali, requesting that all privileges and immunities as to Defendant Ron Ginns aka Arleigh Gaines, in respect to his defamatory conduct as alleged above in this Complaint, be waived pursuant to §20 of the General Convention On Privileges And Immunities Of The United Nations, 1 UNTS 15 (1946) 21 U.S.T. 1418, 1434 (1970). This request for a waiver was made as to Ron Ginns, Arleigh Gaines and/or the United Nations.

61. On October 11, 1994, Secretary General Boutros Boutros Ghali, through the

General Legal Division Of The United Nations, rejected the request for waiver.

62. The rejection was based on the following rational:

- 1) That the defamatory conduct of Mr. Ginns, even if true, was subject to immunity under the General Convention on Privileges And Immunities Of The United Nations;
- 2) That according to the United Nations, Mr. Ginns was acting pursuant to his official capacity with the United Nations.

63. Based on the above two points, the Director Of The General Legal Division concluded in its October 11, 1994 letter: "Accordingly, The Secretary General has decided to maintain the privileges and immunities accorded to Mr. Ginns, as United Nations Official, in respect to Mr. Corrinet's claims."

64. Under the circumstances, The Secretary General had a duty to waive the immunity because the immunity would impede the course of justice and could be waived without prejudice to the interests of the United Nations.

65. With respect to impeding the course of justice, the conduct of Ginns was outrageous, intentional, malicious, oppressive and cries out for justice. The idea that Ginns can use a personal animosity towards Corrinet to ruin Mr. Corrinet's business affairs and then hide behind the shield of immunity, is shocking to the conscience and violates the letter and spirit of the meaning of applicable immunities, and calls for a waiver under §20 of the General Convention.

66. As to the lack of prejudice to the United Nations, Corrinet further specifically advised the United Nations, in

his April 6, 1994 letter requesting a waiver, that at the very least the immunity could be waived as to Ginns, in which case Corrinet would hold the United Nations harmless, and would pursue his remedies against Ginns as an individual only. In this respect, the United Nations would suffer no detriment or prejudice from any lawsuit brought against Ginns for defamation.

67. The duty to waive under §20 of the Convention also encompasses a duty to investigate the facts of the claimed offense. On this point, Secretary General Boutros Boutros Ghali and Gillian Sorenson wholly failed. They refused to call any of the witnesses to the event, despite the fact that Mr. Corrinet gave the United Nations General Counsel's Office both telephone numbers of those witnesses. Instead, the only steps taken were to simply speak to Mr. Ginns and basically accept his denial of the facts as true.

68. The fact that Ginns is a citizen of America is a further factor which bears on the decision to waive the immunity. It is not as though Corrinet is pursuing a remedy against a foreign national of some distant land. Corrinet is pursuing a remedy against an American Attorney who is a resident and Citizen of New York.

69. Under the circumstances, the Secretary General had an affirmative duty to waive the immunity, and violated and breached that duty in his refusal to so waive.

70. As a proximate result of that violation and breach of an affirmative duty, Corrinet has been damaged, to the extent that the immunities of any sort apply as to the circumstances of this case. In such event, then Corrinet is precluded from

pursuing his legal remedies, including an action for damages for defamation.

71. As such, Corrinet has and will continue to suffer irreparable harm, for which there are no available legal remedies.

72. Corrinet requests equitable relief in the form of specific performance and/or injunctive relief, requiring the Secretary General to affirmatively waive the immunity pursuant to §20 of the General Convention On Privileges And Immunities, as to Ron Ginns aka Arleigh Gaines.

73. The duty imposed by §20 of the Convention is a duty which may be enforced by the Courts of the United States. If this were not the case, then it would be an illusory duty which is no duty at all. Accordingly, the United States District Court has the duty and jurisdiction to enforce the Provisions Of The General Convention On Privileges And Immunities, and has the authority and jurisdiction to require that the Secretary General obey the mandate of §20, and can Order the Secretary General Of The United Nations to so waive as to Ginns. WHEREFORE, Plaintiff prays for relief as set forth below:

V.

SECOND CLAIM FOR RELIEF FOR BREACH OF
CONTRACT

(Against Defendant United Nations)

74. Plaintiff incorporates Paragraphs 1 through 73 above as though fully set forth herein.

75. The September 11, 1992 Reed letter (Exhibit A) constitutes a written agreement on behalf of the United Nations whereby the United Nations agreed that "we are most interested in receiving in donation the United States Department backup copy of

the signature pages of the United Nations Charger, dated June 26, 1945." The Agreement was subject to the condition that the United Nations reserved "judgment and formal comment on the documents genuiness until we have inspected the originals ourselves."

76. The September 1992 Reed letter was written to Dr. Laina Farhat, the Executive Director of the United Nations Association Of San Francisco. However, Mark Corrinet was a known intended beneficiary of that Agreement.

77. Corrinet has performed all the covenants and obligations required of him in respect to the subject contract, except those of which he was excused or prevented from performing.

78. The contract concerns a commercial matter, that of donating signed documents to the United Nations.

79. During February 9, 1994, the United Nations, though each of the Defendants herein, breached the agreement when Ginns advised Coleman and Kosmoski that the United Nations did not want anything to do with the subject documents, that Corrinet was attempting a tax fraud, and the other defamatory remarks alleged above.

80. This conduct breaches the implied covenant of good faith and fair dealing, through which parties to a contract are to refrain from conduct which would deprive the other party of the benefits of the contract.

81. As a proximate cause of the Defendant's breach of the September 11, 1992 Agreement, Plaintiff Corrinet has been damaged in that he has not been able to bring about the sale and transaction of the document. Corrinet claims damages for the lost profits he would have made had the transaction been closed as contemplated, and damages for the decrease in value to the

documents brought about by the circumstances. These damages are in excess of \$2 Million Dollars and according to proof at the time of trial.

WHEREFORE, Plaintiff prays for relief as set forth herein below:

IV.

THIRD CLAIM FOR RELIEF

(Promissory Estoppel and Quasi Contract)
(Against United Nations Only)

82. The allegations of Paragraphs 1-81 are incorporated herein as though fully set forth.

83. The September 11, 1992 Reed letter (Exhibit A), if found to be anything less than a Binding Contract, in the alternative, constitutes a Quasi Contract enforceable in equity.

84. The Reed letter further constitutes a basis for promissory estoppel, in that Corrinet relied on the Reed letter to his detriment by expending substantial sums of money and effort to bring about the proposed transaction, at least \$1 Million Dollars.

85. Corrinet claims against the United Nations all relief available in equity for quasi contract and promissory estoppel according to proof but in excess of \$2 Million Dollars.

WHEREFORE, Plaintiff prays for relief as set forth herein below:

VII.

FOURTH CLAIM FOR RELIEF FOR DEFAMATION AS AGAINST GINNS ONLY

86. Plaintiff incorporates Paragraphs 1 thru 85 above as though fully set forth herein.

87. This is a State Law claim for Defamation as against Defendant Ginns aka Gaines only, and is not against the United Nations, General Secretary Boutros Boutros Ghali or Under Secretary Sorenson.

88. The February 9, 1994 conduct of Mr. Ginns in stating false remarks to Mr. Coleman, and subsequent statements to Mr. Kosmoski, and subsequent September 1994 statements to a news reporter in Los Angeles, constitutes intentional defamation.

89. When Ginns made the defamatory remarks, he knew them to be false and made them maliciously as the result of his long standing feud and personal animosity towards Corrinet.

90. Ginns conduct was outrageous, intentional, oppressive, shocking to the conscious, malicious and intentionally false. Ginns conduct was done with the specific purpose of causing injury and damage to Corrinet.

91. Ginns conduct constitutes slander within the meaning of California Civil Code §46 in that it charged Corrinet with committing crimes of tax fraud and other illegal conduct; and tended to injure Corrinet in respect to his office, profession, trade or business either by imputing to him general disqualification in those respects with the office or other occupation peculiarly requires or by imputing something with reference to his office, profession, trade or business that has a natural tendency to lessen its profits

(Civil Code §46(3)) and, which by its natural consequence, causes actual damage (Civil Code §46(5)).

92. As a proximate result of the defamatory and libelous conduct of Ginns, Corrinet has been damaged in that he has lost the prospective economic advantage inherent in the press releases which Mr. Coleman was going to publish, and which would have benefited Corrinet's overall effort to bring about the sale and donation of the subject documents. In this respect, Corrinet claims lost profits and decrease in value of the documents, from the prospective sale of the subject documents, in the amount of at least \$2 Million Dollars but according to proof at the time of trial. In addition, Corrinet has suffered further damages to his character and personal being, humiliation, emotional distress, and other personal injuries, in an amount according to proof at the time of trial, but believed to exceed \$1 Million Dollars.

93. The conduct of Ginns was intentional, malicious and oppressive, and warrants to imposition of punitive damages in an amount according to proof pursuant to Civil Code §3294, and applicable Federal principles of exemplary damages. Plaintiff further requests any appropriate equitable remedies, including a requirement that Ginns publish a retraction, an apology and otherwise correct his series of factual mis-statements concerning Corrinet.

WHEREFORE, Plaintiff prays for relief as set forth herein below:

VIII.

THIRD CLAIM FOR RELIEF FOR INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

94. Plaintiff incorporates Paragraphs 1 thru 93 above as though fully set forth herein.

95. This is a claim for intentional interference with prospective economic advantage as against all Defendants herein.

96. The press release which Mr. Coleman was going to prepare prior to the February 9, 1994 conduct of Mr. Gins, constitutes a prospective economic advantage which would have benefited Mr. Corrinet's overall efforts to bring about a sale of the subject documents. Further, the Corrinet Project To Sale and donate the documents constitutes a prospective economic advantage.

97. Ginns was fully aware of these prospective economic advantages when he wrongfully and intentionally made the above alleged defamatory remarks to Mr. Coleman, to Mr. Kosmoski, and then again on September 6, 1994 to a news reporter in Los Angeles by the name of Frank Davidson.

98. Defendants United Nations and Secretary Boutros Boutros Ghali and Under Secretary Gillian Sorenson are each liable for this intentional interference based on their conduct in ratifying and approving Mr. Ginns' conduct, and further based on their breach of their affirmative duties to investigate the facts, and to bring about an overall correction to those facts.

99. The Defendants failure to investigate the facts, bring about a correction or other solution to the circumstances, constitutes intentional conduct. In connection with this conduct,

the other Defendants were also fully aware of the fact that Mr. Corrinet had a prospective economic advantage inherent in his overall effort to bring about a sale of the subject United Nations Documents.

100. The Defendants, and each of them intentionally interfered with the prospective economic advantage of Mr. Corrinet.

101. As a proximate result of their intentional interference, Mr. Corrinet's prospective economic advantage was in fact interfered with in that he has not been able to bring about the successful conclusion of the transaction with respect to the subject documents, and the documents have become less valuable as a result.

102. As a proximate result of the Defendant's intentional interference with prospective economic advantage, Corrinet has been damaged in terms of the lost profits of the proposed transaction and the large decrease in the value of the property, in an amount in excess of \$2 Million Dollars but according to proof during the time of trial.

101. The Defendant's conduct was intentional, malicious and oppressive within the meaning of Civil Code §3294 and warrants the imposition of punitive damages according to proof under California Law and under applicable Federal Principles Of Punitive and Exemplary Damages.

WHEREFORE, Plaintiff prays for relief as set forth herein below.

1. For Compensatory and General Damages, for lost profits from the proposed sale, and for damage from the decrease in value of the documents, in excess of \$2 Million Dollars but according to proof at the time of trial.

2. For General and Personal Damages to Mr. Corrinet suffered from the humiliation, intentionally inflicted

emotional distress and other wrongful conduct of the Defendants, in excess of \$1 Million Dollars, in accordance to proof at the time of trial.

3. For equitable relief, including specific performance and/or an affirmative injunction, requiring the Secretary General to obey the affirmative mandate and duty set forth in §20 of the General Convention On The Privileges and Immunities Of The United Nations, and to issue a waiver of the immunity, if applicable, to Defendant Ginns/Gaines in respect of the claims asserted herein by Plaintiff Corrinet.

4. For punitive and exemplary damages according to proof at the time of trial pursuant to Civil Code §3294 and pursuant to applicable Federal principles on exemplary and punitive damages.

5. For such further and other relief as the Court deems just and appropriate under the circumstances.

6. For costs of suit and attorney's fees, to the extent permitted by law, including The Equal Access to Justice Act.
DATE: Feb. 6, 1995.

FRANCK & FRANCK

By: s/ _____
Herman A.D. Franck V
Attorney for
Mark Steven Corrinet

DEMAND FOR JURY

Plaintiff herewith demands a Jury Trial on all causes of action and claims for relief triable before a Jury, and as to those claims for relief which are not triable before a Jury, Plaintiff requests a Jury Trial on any contested factual issues relating thereto.

FRANCK & FRANCK

By: s/_____ 2/6/95
Herman A.D. Franck V
Attorney for
Mark Steven Corrinet

Joseph Verner Reed
Under-Secretary-General
Special Representative
of the Secretary-General
For Public Affairs

September 11, 1992

Dear Dr. Farhat:

On behalf of the Secretary-General of the United Nations, I would like to confirm that we are most interested in receiving in donation the United States Department Backup copy of the Signature Pages of the United Nations Charter, dated June 26, 1945.

It is our understanding that this document is being donated to the UNA-SF, who will retain the document until 1995, at which point you wish to donate it to the United Nations during the Charter Day Celebrations in San Francisco, June 1995.

It is of course understood that the United Nations will require a formal letter of transfer of title, including a statement of the donor's right of legal title, at the time of donation. Also, while the documents provided seem to indicate that the signature pages are genuine, the United Nations reserves judgement and formal comment on the documents genuiness until we have inspected the originals ourselves. Subject to the above conditions, we would be delighted to accept this document in 1995.

With every good wish.

s/ _____

Dr. Laina Farhat
Executive Director
United Nations Association
of
San Francisco
CC: Mr. Sinha S. Basnayake
Director
General Legal Division

APPENDIX B

FRANCK & FRANCK
Attorneys at Law
1828 Laguna Street
SAN FRANCISCO
CALIFORNIA 94115
TEL 415 346 5302 FAX 415 922 1265

Herman A.D.Franck V
Amy K. Franck

August 6, 1994

Hon. Boutros Butros Gali
Secretary general of the United Nations
United Nations Headquarters
New York, New York 10017

Re: Request for waiver of immunity as to
Mr. Arleigh Gains, Esq.

Your Excellency:

My previous letter dated April 11, 1994, and the response of the United Nations dated May 26, 1994, are attached, and describe the nature of Mr. Corrinet's claim for defamation against Mr. Ron Ginns, also known as Arleigh Gains. Since the facts and nature of the claim, and the position of the United Nations, are specified in those letters, I will not repeat them here.

We are engaged in settlement discussions with Mr. Jay Pozenel, Esq. Of the United Nations General Legal Division. Although we are hopeful that the matter can be resolved, we are not willing to stop the progress of Mr. Corrinet's claims against Mr. Gains and the United Nations, as spelled out in my letter of April 11, 1994.

We would also point out that we disagree as to the extent and scope of the privilege and immunity afforded under the circumstances. The United Nations claims that the privilege and immunity does cover all of the claims being presented (See United Nations letter dated May 26, 1994).

Accordingly, and without waiver of our dispute on the extent of the coverage of the privilege and immunity, we now formally request pursuant to the Section 20 of the Multilateral Convention on Privileges and Immunities of the United Nations, 21 U.S.T. 1418, 1434, that the United Nations waive the immunity and privilege, so as to permit the filing of a civil lawsuit against Mr. Ron Ginns/Arleigh Gains and/or the United Nations, for defamation and other appropriate causes of actions, based on the claims set forth in my letter of April 11, 1994. At the very least, we request a waiver as to Mr. Arleigh Gains.

This request is made on the basis that under the facts and circumstances as described in my April 11, 1994 letter, preservation of the immunity would impede the course of justice, and a waiver can be accomplished without prejudice to the interests of the United Nations.

We remain hopeful that the entire matter can be resolved without the need for any additional actions. However, the settlement discussion have been proceeding with some difficulties, which leaves us convinced that we need to pursue our alternative remedies. We look forward to learning of the decision on this request.

Very truly yours,

s/ _____
Herman A.D. Franck V
Attorney at Law

cc: Hon. Warren Christopher, Secretary
of the United States Department
of State
Hon. Madaline Albright, United
States Ambassador to the United
Nations
Jay Pozenel, Attorney at Law,
General Legal Division, United
Nations

APPENDIX C

UNITED NATIONS NATIONS UNIES
POSTAL ADDRESS - ADRESSE POSTALE
UNITED NATIONS, N.Y. 10017
CABLE ADDRESS - ADRESSE TELEGRAPHIQUE
UNATIONS NEWYORK

REFERENCE:

11 October 1994

Dear Mr. Franck,

RE: Request for Waiver of the
Privileges and Immunities of the
United Nations in re the Claim of
Defamation by Mr. Mark Steven
Corrinet against Mr. Ron Ginns
and the United Nations

I am writing in response to your letter of 6 August 1994, which was referred to this Office to reply, and further to your recent telephone conversations with Mr. Pozenel of this Office.

By your letter you requested that, pursuant to Article V, Section 20, of the General Convention on the Privileges and Immunities of the United Nations (1 U.N.T.S. 15 [1946]; 21 U.S.T. 1418, [1970] T.I.A.S. No. 6900), the Secretary-General waive the privileges and immunities which are accorded by the Organization to Mr. Ron Ginns, a United Nations official, pursuant to Article V, Section 18, of the General Convention. In your letter, you contend that the privileges and immunities of the Organization, as asserted in respect of Mr. Ginns, do not encompass all of the claims set out in your earlier letter of 11 April 1994.

As I explained to you in my previous letter of 26 May 1994, the United Nations is immune from legal process pursuant to Article II, Section 2, of the General Convention. The Secretary-General has decided to maintain the privileges and immunities of the United Nations in respect of Mr. Corrinet's claims.

I also explained in my letter of 26 May 1994 that, as a United Nations official, Mr. Ginns enjoys immunity from legal process in respect of all "words spoken or written and all acts performed by him in his official capacity", pursuant to Article V, Section 18, of the General Convention. Nothing in the allegations which you set forth in your letter of 11 April 1994, even if true, suggest that Mr. Ginns was acting other than in his official capacity. Accordingly, the Secretary-General has decided to maintain the privileges and immunities accorded to Mr. Ginns, as a United Nations official, in respect of Mr. Corrinet's claims.

In my letter of 26 May 1994, I also indicated that the United Nations would be willing to take a position of absolute neutrality with respect to Mr. Corrinet's efforts to sell what he claims are the original signature pages of the Interim Agreement concerning the establishment of the United Nations. In that regard, I indicated that the United Nations might be willing to reiterate the position taken by Mr. Joseph Reed, in his letter of 11 September 1992 to Dr Farhat of the United Nations Association of San Francisco.

I enclose herewith a draft letter setting forth, in substance, the position taken by Mr. Reed previously. This letter

will be sent if you confirm, in writing, that, as stated in my letter of 26 May 1994, Mr. Corrinet (a) shall not attempt to obtain endorsements from anyone at the United Nations concerning his efforts to sell the documents and to have them donated to the United Nations and (b) shall refrain from any and all contacts with Ms. Sorenson or anyone on her staff. Should a prospective buyer or his or her attorney wish to seek confirmation of the neutral position of the United Nations with regard to the authenticity, value or ownership of the documents in question, they may contact this Office in writing.

Upon your confirmation, via reply telefacsimile, that the draft letter attached hereto reflects the understandings which have been arrived at between you and Mr. Pozenel of this Division, we shall dispatch a signed copy of the letter to Mr. Corrinet in full satisfaction of Mr. Corrinet's claims against the Organization.

Sincerely,

s/_____

Sinha S. Basnayake
Director
General Legal Division
Office of Legal
Affairs

Via Telefacsimile: (415) 922-1265

Mr. Herman A.D. Franck, V
Attorney at Law
1828 Laguna Street
San Francisco, CA 95115

Copy to: Mr. Robert Rosenstock
Minister-Counsellor
for Legal Affairs
United States Mission to the
United Nations

Ms. Gillian Martin Sorenson
Under-Secretary-General
Special Adviser to the Secretary-
General for Public Policy

DRAFT CORRESPONDENCE

11 October 1994

Dear Mr. Corrinet,

RE: Signature Pages of the Interim Agreement Concerning the Establishment of the United Nations, Dated 26 June 1945

I write on behalf of the Secretary-General of the United Nations, and further to Mr. Joseph Reed's correspondence, dated 11 September 1992, to Dr. Farhat of the United Nations Association of San Francisco. I would like to confirm to you that the United Nations would be interested in receiving by donation the signature pages of the Interim Agreement concerning the establishment of the United Nations signed in San Francisco in June 1945.

While officials of the United Nations have viewed copies of the signature pages which are being held in your possession, the United Nations has no capacity to verify the authenticity or the value of those documents. Additionally, the United Nations makes no claims nor any representations concerning the ownership of those documents.

Nevertheless, if the documents are what they purport to be and if you can arrange to have them donated to the Organization, the United Nations would be most grateful to have them on the following condition, as required by United Nations Financial Regulations and Rules. As was indicated in Mr. Reed's letter, any donation of the documents to the Organization must be done with a complete indemnification of the

United Nations from any claims concerning the documents including, but not limited to, any claim of superior title thereto.

We trust that the foregoing adequately clarifies the position of the United Nations with respect to this matter.

Sincerely,

Sinha S. Basnayake
Director
General Legal Division
Office of Legal
Affairs

Via Telefacsimile: (707) 747-1519

Mr. Mark Steven Corrinet
P.O. Box 1305
Benecia, CA 94510

Copy to: Mr. Robert Rosenstock
Minister-Counsellor
for Legal Affairs
United States Mission to the
United Nations

Ms. Gillian Martin Sorenson
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