

**This is Exhibit "11" attached to the  
Affidavit of Nagib Tajdin  
Sworn on May 8, 2012**

MRC

**Nagib Tajdin**

**From:** Gray, Brian [bgray@ogilvyrenault.com]  
**Sent:** Monday, March 28, 2011 6:06 PM  
**To:** 'Nagib Tajdin'; 'Alnaz Jiwa'; 'Jiwa Law Office'; 'Nagib Tajdin'  
**Cc:** WhyteNowak, Allyson  
**Subject:** RE: Letter to Mr. Tajdin & Mr. Jiwa

(11a)

Dear Mr. Tajdin and Mr. Jiwa,

Can you also please advise when you will be in position to pay the ordered costs of \$30,000. You will note that the court ordered this amount to be paid forthwith. You will also remember that the court order of Mr. Justice Boivin ordered His Highness to pay \$300 in costs, so if you like, you could send us a check for \$29,700 payable to "His Highness Aga Khan in trust" . that would settle the matter of costs.  
 Brian Gray

**Brian W. Gray**  
 Ogilvy Renault LLP  
 Barristers and Solicitors  
 Patent and Trade-mark Agents  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 3800, P.O. Box 84  
 Toronto, Ontario M5J 2Z4  
 tel: 416 216-1905  
 fax: 416 216-3930  
 cell: 416 917-1652  
[bgray@ogilvyrenault.com](mailto:bgray@ogilvyrenault.com)

---

**From:** Nagib Tajdin [mailto:nagib@tajdin.com]  
**Sent:** March 28, 2011 9:54 AM  
**To:** Gray, Brian; 'Alnaz Jiwa'; 'Jiwa Law Office'; 'Nagib Tajdin'  
**Cc:** WhyteNowak, Allyson  
**Subject:** RE: Letter to Mr. Tajdin & Mr. Jiwa

Hello,

I acknowledge receipt of your email. I will consult and revert back to you.

Regards,

Nagib Tajdin

---

**From:** Gray, Brian [mailto:bgray@ogilvyrenault.com]  
**Sent:** Thursday, March 24, 2011 12:01 PM  
**To:** 'Alnaz Jiwa'; 'Jiwa Law Office'; 'Nagib Tajdin'; 'Nagib Tajdin'  
**Cc:** WhyteNowak, Allyson  
**Subject:** FW: Letter to Mr. Tajdin & Mr. Jiwa

Please see attached letter.

2012-04-14

# NORTON ROSE

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose OR LLP  
Royal Bank Plaza, South Tower, Suite 3800  
200 Bay Street, P.O. Box 84  
Toronto, Ontario M5J 2Z4 CANADA

F: +1 416.216.3930  
nortonrose.com

On June 1, 2011, Ogilvy Renault joined Norton Rose Group.

Direct line  
+1 (416) 216-1905

July 29, 2011

**Sent by Facsimile**

Registrar  
Federal Court of Canada  
180 Queen Street West, Suite 200  
Toronto, Ontario M5V 3L6

**Attention: Case Management Team**

Our reference  
01020560-0001

Email  
brian.gray@nortonrose.com

Dear Sirs,

**His Highness Prince Karim Aga Khan v. Nagib Tajdin, Alnaz Jiwa, John Doe et al.  
Federal Court File No. T-514-10 – Damages Reference**

Please bring this letter to the attention of Madam Prothonotary Milcznski, the Case Management Prothonotary for the above-noted Court file.

This letter is provided on behalf of the Plaintiff in response in part to Mr. Tajdin's letter of July 27, 2011:

1. We never accepted the adequacy of Mr. Tajdin's affidavit of documents which was served on us a few hours before the examination for discovery of His Highness. The examination was ordered by the court for October 15, 2010 and was to take place regardless of whether the affidavit of documents was acceptable. We had no opportunity to challenge this affidavit. In addition, of course, the affidavit at that time, needed only to deal with the issues before the court on summary judgment and not with the reference for damages. Now documents need to be produced on the issue of damages, not liability.
2. In Mr. Tajdin's letter to the Court as recently as July 18, 2011, Mr. Tajdin indicated he had essentially no further documents to produce. He is now suggesting he may find some documents. The most efficient way to explore these issues is by an examination under oath. We are not going to receive the necessary information by an exchange of correspondence with Mr. Tajdin and with the court.
3. Just to be clear, we have used the phrase "Damages Reference" to indicate the general phase of this litigation.
4. We have trouble believing Mr. Tajdin that he cannot find a day to be examined on these issues while he is here. If this is the case and he would prefer to return in early September, then we could accommodate that, but we believe it would be more convenient and cheaper for him to have this examination while he is here.
5. There is no reason to wait until the appeal as the date when this will occur has not been set. In the requisition not yet filed with the court, the parties have indicated no availability (not even one day) until after November 7.
6. The document production for damages has been wholly inadequate and we are convinced now from the past experience of dealings with these defendants that no progress will be made without an examination.
7. We do not trust the defendants to produce accurate information in the absence of the intervention and oversight of the courts. Unless we see unredacted documents, we cannot verify any of the numbers. We

DOCSTOR: 222919211

Norton Rose OR LLP is a limited liability partnership established in Canada. Norton Rose OR LLP together with Norton Rose LLP, Norton Rose Australia, Norton Rose South Africa (incorporated as Denys Raitz Inc) and their respective affiliates constitute Norton Rose Group, an international legal practice with offices worldwide, details of which, with certain regulatory information, are at [nortonrose.com](http://nortonrose.com).

11b

believe that the number of books that the defendants have represented have been printed has been significantly understated. Unless we have original documents from the printer(s) there will be no objective criterion for determining this. We have no indication from the defendants of the extent to which they recruited others to distribute the infringing materials. We have a need to see unredacted original documents to verify the expenses. If we cannot get them from the defendants, we may have to seek them from third parties. Mr. Tajdin, by his own admission, has not filed tax returns on this enterprise and seems to have retained almost no documents. Mr. Tajdin has made a number of unverifiable conclusory statements. The plaintiff and the court should not have to accept this from an infringer.

8. We have no way of verifying the profits without examining documents. There is no apparent basis for extracting expenses from 15 years ago and if there were, then those expenses need to be explained on discovery. There is a chart apparently prepared by Mr. Tajdin stating travel expenses for multiple people (sometimes three people on the same trip) going back many years.

9 and 10. Justice Harrington left the question of an examination up to the Referee as did Mr. Justice Mainville.

11. His Highness has not cashed the check because the order (which the defendants requested and to which the plaintiff agreed) specifies that they were to pay the money for costs into court, which they have not done. While His Highness could waive that and take the money directly, the defendants should seek a variance of the order, if they wish to follow a different procedure than the procedure ordered by the court.

Initially if the matter had been settled at the outset, His Highness would have considered waiving damages or profits. However since the Defendants have refused to stop, my instructions are clear. His Highness has made clear to me that he wishes to pursue all the remedies that the order envisages. It has been a feature of this case, that the Defendants think that they know what His Highness wants and do not believe, notwithstanding numerous evidence to the contrary, that His Highness is directing this case as to the relief that he is seeking. As his solicitors of record in this matter, I can assure the court that these are his instructions.

12. We do not believe that the book project was a deficit project, except by using some bizarre form of accounting. In any event we are entitled to have discovery to verify these statements. Mr. Tajdin's resistance to any form of real disclosure, while protesting allegiance to His Highness, suggests that Mr. Tajdin is hiding the real truth about the number of books printed and sold, how these were distributed and the profit made.

Yours very truly,

for Brian W. Gray

BWG/AWN/jb

cc: Alnaz Jiwa (Defendant/Appellant)  
Nagib Tajdin (Defendant/Appellant)

cc: Kristin E. Wall

**Nagib Tajdin**

P.O. Box 38236 - 00623 Nairobi, Kenya  
Tel: 254-723-693-844 Email: [nagib@tajdin.com](mailto:nagib@tajdin.com)

---

July 31, 2011

Registrar  
Federal Court of Canada  
180 Queen Street West, Suite 200  
Toronto, Ontario  
M5V 3L6

Ref: Federal Court File T-514-10

Dear Sir/Madam,

Please bring this to the attention of Madam Prothonotary Milczynski.

I am the defendant in T-514-10, I reside in Kenya and I am self represented.

This is in response to Mr Gray's letter dated July 29<sup>th</sup> 2011. Mr Gray is attempting to derail the orderly progression of the Reference and to influence the Court by an avalanche of letters full of unwarranted speculations and insinuations bordering defamation.

I would like to show however, by giving a few specific facts how Mr Gray has tried to mislead the Referee by his letter:

- 1) Mr Gray is saying that we are wrong in having paid the cost of \$30,000 to the named Plaintiff. But in his Judgment dated March 4<sup>th</sup> 2011, Justice Harrington says: "The cost of the proceedings to date, including the cost of the motion under Rule 394 of the *Federal Courts Rules* are fixed at C\$30,000.00, all inclusive, payable to the plaintiff forthwith." And Justice Mainville in paragraph 2 of his judgement dated 19th May 2011 only stayed this order for 15 days in which the Appellant had the choice to pay this amount to the Registry else following the expiry of the 15 days Stay, that amount had anyway to be paid to the plaintiff "forthwith".

On May 25, 2011, a cheque in the amount of 19,000GBP (~\$30,300CDN) was paid to the attention of His Highness The Aga Khan as per the original Order. The cheque was accompanied by a letter stating that the funds do not need to be returned in the event that the appeal succeeds and may be used by the Imam for any activities Imam so wishes. On June 3<sup>rd</sup>, 2011, the stay of the original order was lifted, the amount was due to be paid to the Aga Khan "forthwith", and the Aga Khan had a valid cheque as per the original order for the correct amount plus incidentals for currency conversion. But the Aga Khan did not cash this cheque.



13 REGENT STREET  
LONDON W1B 4HX  
TEL 0457 404 404

www.hsbc.co.uk

40-06-02

100122 82135140

DATE 27 May 2001

PAY	M. H. THE	AD	KAMIN
	NINETEEN THOUSAND	POUNDS ONLY	£19,000.00
To HSBC Bank plc	Account No. MR A M CHATUR		
070206 Cheque No.	Yashini A (son) L. Lohani		

⑈ 100122 ⑈ 400602 ⑈ 82135140 ⑈