

The Law Firm of James Stanton
3811 Turtle Creek Blvd
Suite 770
Dallas, TX 75219-5109

4th July 2010

BY EMAIL

Dear Mr Venegoni,

Re: Affidavit for Claiming a Lien on 22 Australian Labradoodles and their Progeny
Filed for record County Clark Johnson County File #254P 25th June 2010

The notice which refers to the above Affidavit was served on me at the commencement of the 4th July long week end holiday here in the United States so I have taken the liberty of responding by email.

I allege that your client's Affidavit Claiming a Lien is a folly and that you may have not been told the relevant facts including but not limited to the following:

1. Your client Michael Pyles and his wife Twyla Pyles have a verbal Agreement with myself which is verified by voluminous correspondence in writing
1. A Draft Agreement previously set out in writing to lease the Australian Labradoodles was verbally agreed to on the evening of 17th June 2010 at a round table conference held between your client Michael Pyles, his wife Twyla Pyles and myself.
2. I paid approximately \$36,000.00 in shipping and travel crate costs to bring the Australian Labradoodles from Australia to Texas for your client and his wife to commence a breeding program under the terms of our Agreement
3. The terms of the Agreement include that your client and his wife maintain the Australian Labradoodles at their cost and that they provide housing, high quality food, grooming and veterinary care for the Australian Labradoodles as their contribution to the commencement of their breeding business using the Australian Labradoodles I provided to them free of cost..
4. It was agreed that proceeds from the sale of puppies from the Australian Labradoodles would be divided with a 60/40% split in my favor to compensate me for providing a free lease of 22 valuable breeding dogs whose combined current market value in the United States is approximately \$250,000.00 U.S.
5. I have honored the Agreement in every aspect including paying your client and his wife approximately \$22,000.00 from the proceeds of puppy sales since January 2010 as invoiced on gross sales by your client.
6. Several of the female Australian Labradoodles were already pregnant when they arrived at your client's property and your client was not charged service stud fees for the males who had mated them, such service stud fees currently being valued in the United States at at between \$2,500.00 U.S and \$3,000.00 U.S. for each female served (mated)
7. Your client breached our Agreement when an unauthorized mating was carried out on the Female Australian Labradoodle "Rutlands Happy Wanderer" and when he failed to notify me that she was in season (cycling in preparation for mating) and a further breach of our Agreement when important medical procedures were not carried out on her as instructed by myself. The result was that "Rutlands Happy Wanderer" delivered seven puppies on 18th June 2010, five of which rotting inside of her and were born emaciated and dead and two which survived only due to my intervention

8. Your client and I took Rutlands Happy Wanderer to the Alvarado Veterinary Clinic the morning after she delivered her puppies along with one of the deceased puppies for an autopsy to determine the exact cause of death. Despite the loss of five puppies valued at \$2,600.00 each was a considerable financial loss to myself, I generously offered to pay the veterinary costs. However the vet clinic provided an invoice with incorrect details on it, namely wrong breed, wrong gender, wrong color and wrong name. Your client has failed to provide me with an amended invoice so that I could pay it, despite the fact that I have requested it both verbally and in writing. I consider that my offer to pay was generous but not appreciated and I hereby withdraw my offer to pay the vet expenses related to this incident.
9. Two additional females, "Rutlands WH Lil Willow" and "Rutlands Lil Mountain Flower" are expecting litters of puppies or have already had their puppies as of the date on this letter. No stud fees were paid for the stud dogs used and your client stands to receive thousands of dollars on the sale of these puppies which represent a loss of 60% of returns to me as per the Agreement.
10. I believe that another female, "Rutlands Brandy Kustard" has been mated this past week to another stud dog which is part of the Agreement and no stud fee has been paid. I will suffer similar losses and your client stands to receive thousands of dollars as per (9)
11. I am prepared to negotiate with your client for the sake of closure. However I utterly reject his Affidavit to Claim Lien on the Australian Labradoodles or their progeny. On the contrary I hold him and his wife Twyla Pyles liable for the care and well being of the Australian Labradoodles, the sum of my life's work, which I entrusted into their care in good faith.
12. The agreement between your client, his wife Twyla Pyles and myself includes a clause wherein the Agreement originated in Australia when they were staying with me in 2009 and that any dispute which may arise would be heard in the State of Victoria in Australia and under the jurisdiction of the laws of that State.

I flew from Australia on 15th April 2010 to spend three months mentoring your client and his wife on their property in Alvarado Texas regarding dog breeding issues as also provided for in our Agreement. On 20th June 2010 your client took me, a seventy year old woman, to a hotel in Irving, knowing I was sick and needing medical care and abandoned me there, refusing to take my phone calls and not responding to my emails nor those of my office back in Australia. Under these circumstances I reluctantly believe that what has transpired was premeditated and constitutes a fraud.

At the conclusion of the long week end of 4th July I will be registering this document in the appropriate place. I will be in the United States for some time yet and I may be contacted via email on privatebox@rutlandmanor.com



Beverley Rutland-Manners