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05.09.89

13 SEP. 1989

PLANTRONIK GMBH BUDAPEST

Budapest, 05 September 1989

S.01

3030 WIEN, ALDENSTR. 12

TEL. 75 22 80

Dr. Weiß
PLANTRONIK
GmbH.

Irrevocable Corporate Purchase Order (I.P.O.)

H-1021 BUDAPEST II,
VÖRÖSHADSEREG ÚTJA 52.
UNGARN

To: Seller, c/o: Mrs. M. L. Conley
Authorized USA Mandated Agent
Royal Star Distributors
San Antonio, Texas, USA
Telefon: 512.333.2333
Telefax: 512.828.2333

Seller's code: GW/500/12.5/AU

Buyer's code: AU/12.5/25W/50989

Dear Gentlepersons:

We hereby confirm with full corporate responsibility, our irrevocable Corporate Purchase Order (IPO), to purchase the following metal commodity:

Commodity : AU metal in 12.5 kg bars bearing International Hallmark with fineness of 999.5/1000 or better,
Specification : bearing International Hallmarks with fineness of 999.5/1000 or better
Quantity : 500 metric tonnes with rollovers
Tranches : Twenty five metric tonnes per day, four (4) days/week
Payment : By S.W.I.F.T. ledger transfer guaranteed and confirmed by a World Prime Bank as follows,
Delivery : Into a high security vault in a freezone / Zloten, SW
Closing Bank : Bankhaus WINTER, A-1010, Wien, Austria, Liliengasse 8/1
Officer in charge: Ms. Mauz Tlx no: 111513, 113121
Telefax: 43 1 515 04 213 Telefon: 43 1 51504
Discount : Three (3.00%) percent gross; two (2.00%) net to Buyer below second LMER fixing
Commissions : 0.3333% to Seller's Group; Mrs. M. L. Conley, Royal Star Distributors, San Antonio, Texas,
0.3333% to Intermediary Group Paymaster, Dr. Atilla T.A Fazekas, Atilla Management, Kirkland, Quebec, Canada, and for Messrs. J. Austin and M. Born,
0.3334% to Buyer's Group, Mr. L. Wanta and assigns.

Non-circumvention Agreement - We also irrevocably covenant and agree not to divulge to third parties, any information received in the course of this metal transaction, in particular, the names, addresses, telephone, telex or telefax numbers of the sources of bullion; agents, attorneys, banks, sellers and trustees, or to perform any act to assist, promote or permit Sellers and Buyers to arrange a Contract without your individual services, now or at anytime in the future, for the supply of precious metals.

We further irrevocably and unconditionally agree to all those who become privileged of this information, shall automatically be bound by the International covenants of Non-circumvention and Non-disclosure for a period of five (5) years from the date above. If this covenant is violated the offending party shall be liable for all damages, attorney fees and court costs as allowed by law. This covenant is binding on all parties.

05.03.89

1030 WIEN, INVALIDENSTR. 13

17:31

PLANTRONIK GMBH BUDAPEST

TEL. 752280

S.01

EINGELANGT

Budapest, 05 September 1989

PLANTRONIK
GmbH.

13 SEP. 1989

Irrevocable Corporate Purchase Order (I.P.O.)H-1021 BUDAPEST II,
VÖRÖS HADSEREG ÚTJA 52.
UNGARN

Dr. Weiss

To: Seller, c/o: Mrs. M. L. Conley

Authorized USA Mandated Agent

Royal Star Distributors

San Antonio, Texas, USA

Telefon: 512.333.2333

Telefax: 512.828.2333

Seller's code: GW/500/75/AUBuyer's code: AU/75/25W/50989

Dear Gentlepersons:

We hereby confirm with full corporate responsibility, our irrevocable Corporate Purchase Order (IPO), to purchase the following metal commodity:

Commodity : AU metal in 75 kg bars

Specification : bearing International Hallmarks with a fineness of 999.5/1000 or better

Quantity : 500 ***** metric tonnes with rollovers

Tranches : Twenty (20) metric tonnes per week

Payment : By S.W.I.F.T. ledger transfer guaranteed and confirmed by a World Prime Bank as follows,

Delivery : Into a high security vault in a freezone / Zloten, SW

Closing Bank : Bankhaus WINTER, A-1010, Wien, Austria, Liliengasse 8/1
Officer in charge: Ms. Mauz Tlx no: 111513, 113121
Telefax: 43 1 515 04 213 Telefon: 43 1 51504

Discount : Four (4.00%) percent gross, Three (3.00%) net to Buyer below second LMER fixing

Commissions : 0.3333% to Seller's Group; Mrs. M. L. Conley, Royal Star Distributors, San Antonio, Texas,
0.3333% to Intermediary Group Paymaster, Dr. Atilla T.A Fazekas, Atilla Management, Kirkland, Quebec, Canada, and for Messrs. J. Austin and M. Born,
0.3334% to Buyer's Group, Mr. L. Wanta and assigns.

Non-circumvention Agreement - We also irrevocably covenant and agree not to divulge to third parties, any information received in the course of this metal transaction, in particular, the names, addresses, telephone, telex or telefax numbers of the sources of bullion; agents, attorneys, banks, sellers and trustees, or to perform any act to assist, promote or permit Sellers and Buyers to arrange a Contract without your individual services, now or at anytime in the future, for the supply of precious metals.

We further irrevocably and unconditionally agree to all those who become privileged of this information, shall automatically be bound by the International covenants of Non-circumvention and Non-disclosure for a period of five (5) years from the date above. If this covenant is violated

PLANTRONIK GMBH

H-1021 Budapest, Vörös Hadsereg útja 52. Ungarn

FAX MESSAGE

To: Attila Management, Quebec, Canada
Your fax no.: 00-1-514-630-4920

Our fax no.: 00361-764-969

Date: 18th Oct. 1989

Attn: Dr. Attila Fazekas

Page no:

cc - Mr. Adam Lloyd/London agent

Distributed to: Mr Leo Wanta and

Subject: Au/Pt metal update - GW transactions

Mr. H.K.Kok, Chairman
Republic of Singapore

1) GW/500/12.5/AU

2) GW/500 /75/AU

3) GW/500/12.5/PT

Dear Dr. Fazekas,

Please be advised that Mr. Wanta and I are preparing immediate plans to attend to the closing preparations with our Singapore partner, and our closing bank senior management -

Berliner Handels und Frankfurter - BHF Bank
Singapore Bank

Account name: H.K.Kok

We have concluded our preliminary requirements with the necessary banking personnel, and will promptly advise the travel itinerary for your approval and attendance with our Singapore Banking institution.

Please prepare all documentation required to assist the BHF senior banking personnel to effect a timely closing of these AU/PT metals transactions to meet your listed requirements and related guidelines.

Again, thank you for the opportunity to work with your good offices in this mutual metals package.

For and on behalf of Plantronik GmbH, Budapest, Hungary, et al.

Authorized by:

Mr. András Szász, Chairman

Witnessed by:
Mr. Leo Wanta, Chairman

PLANTRONIK**GmbH.**

H-1026 Budapest, II.,
Lotz Károly u. 7/a.
UNGARN

atilla management

attn: dr. atilla fazekas

53 grace shantz

kirkland, quebec, h9j 3a4, canada

telefon: 00 1 514 694 73 04

telefax: 00 1 514 630 49 28

subject: metals transaction, gw/500/12.5/au

gw/500/75.0/au

gw/500/12.5/pt

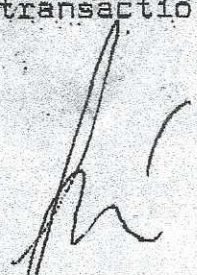
dear dr. fazekas:

confirming that mr. wants and i will be enroute/arriving singapore
monday to finalize,

aa. the irrevocable and confirming ' bank endorsed ' purchase
orders to meet your revised requirements;

bb. the release and distribution of the ' bank endorsed '
seller's group, intermediary group and buyer's group
irrevocable and confirming payment orders as instructed.

additional information required from berliner handels und frankfurter.
bank of singapore will be addressed at the senior bank officer's
meeting with our s. e. asian partners. we have been advised that
there will be no further delay to meet your closing metal transaction
requirements.



MAR-30-'90 FRI 18:08 ID:KOK SINGAPORE

TEL NO:065 2233585

#446 P31

FROM ROBERT TAN N CO

Residential address

Vienna 19

Geweygasse

1 1/2 Hofstra

3



Handwritten signature
Szerkesztő előzetes
Ellenőrzés. Regisztráció szükséges.

AZ OTLÉVELA KIUTAZÁSI
ENGEDÉLYBEN MEGHATÁROZOTT
TERÜLETÉRE TÁRTOZÓ

BEJÁRÓI / BEJÁRÓI ÉS A VÉDELMI
TÁRSASÁGOK ÉS TÁRSASÁGOKNAK HÁZAI

DES PASSEPORTS ET VALABLES POUR LES TERRITOIRES
LIMITÉS DANS LE VISA DE SORTIE

HF 456020

2

De l'élémentaire jugé
Hungarian passport - Titulaire du passeport

SZÁSZ ANDRÁS

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Születési idő
Születési idő
Születési idő

BUDAPEST

Születési hely
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Munkahely

1948 APR 25

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BARNA

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Numéro d'identification

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IN 41187 / 16 Sept 91
Conditional SWIFT Message MT-199

From: JUGOBANKA D.D. BELGRADE

To: MANUFACTURERS HANOVER CORPORATION/MANTRUST
270 Park Avenue, New York, NY, USA 10017

SWIFT-CODE: MAHAUS 33 A

Telex Numbers: 62814 MHT JW
2329378 MHT UR

We JUGOBANKA D.D. BELGRADE, herewith transfer to your bank for credit to Arab Jordan Investment Bank A/C No 135068 IPO ANEKO CREDIT Pte Ltd No 53389 and on per transaction code KDN, 91/881/LEO - 3008 - 29 Euro - Finance - Invest Ltd., Belgrade, CONDITIONALLY by order of our client LFI EURO-FINANCE-INVEST LTD, clean, clear and of non criminal origin US Dollars in the amount of 47,375,000,- in exchange for clean, clear freely transferable and legal tender KUWAITI DINARS 25,000,000, per our request 1990/pre-invasion KDN.

Above transaction is to be effected with same value date and under condition that the amount of KUWAITI DINARS 25,000,000,- is transferred to JUGOBANKA's KD account which is to be opened with a prime back by the assistance of your bank.
Kindly inform us which bank would be willing to open account in the name of our bank.

Best regards,

JUGOBANKA D.D. BELGRADE

M. P. Belovrlie

M. P. Belovrlie

REF: VINCE FOSTER
PRE-BOSNIA CONFLICT
FINANCIAL ARRANGEMENTS
by CIA/ISA ops AND
INTELLIGENCE OPERATIVES,



JUGOBANKA D.D.
BEOGRAD Ul 7. jula 19-21

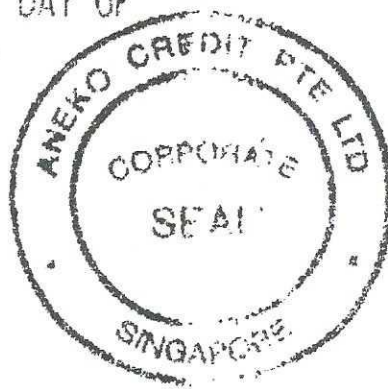
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PLEASE DELIVER TO - MR STEINACKER (SUITE 432/HYATT)

MANAGEMENT SERVICES CONTRACT

THIS CONTRACT ENTERED INTO THIS 22 ND DAY OF
JULY 1991, IS BETWEEN:

ANEKO CREDIT PTE LIMITED, SINGAPORE
101 CECIL STREET, SUITE 12.04/05
REPUBLIC OF SINGAPORE 0106



EURO-FINANCE-INVEST LTD (EFI)
ATTN: MESSRS STROBEL AND STEINACKER
c/o JUGOBANKA D.D., BELGRADE, YUGOSLAVIA
TELEX: 38 11 636 910 TELEEX N° 11894 JUBOT YU

WITNESSETH THAT:

WHEREAS PARTY FOR THE FIRST PARTY AND PARTY OF THE
SECOND PARTY AGREE TO MAXIMIZE THEIR FINANCIAL
RESOURCES TO ACCOMPLISH CERTAIN MUTUAL SERVICES AS
DEFINED IN ADDENDUM EFF1, AND

WHEREAS, PARTY ONE HAS OBTAINED CERTAIN RESOURCES AND
HAS AGREED TO OFFER THEIR MANAGEMENT SERVICES TO
PROVIDE CERTAIN FINANCIAL MANAGEMENT SERVICES PER
ADDENDUM EFF1, AND

WHEREAS, THE SECOND PARTY, HAS THE RESOURCES OF GOOD,
CLEAN, CLEAR AND FREELY-TRANSFERABLE USDOLLARS VIA
T.W.I.F.T. WIRE TRANSFER AND/OR TELEGRAPHIC TRANSFER
TO TRANSACT THE OUTLINED MUTUAL ENDEAVOR, REFERENCED
IN ADDENDUM EFF1, AND

WHEREAS, BOTH OF THE PARTIES RECOGNIZE THE UNIQUE
SERVICES PROVIDED IN FINALIZING THE SUBJECT TRANSACTION.
AND

WHEREAS, THIS CONTRACT WHEN SIGNED, SHALL CONSTITUTE
A FULL RESPONSIBILITY AND MUTUAL MANAGEMENT SERVICES
CONTRACT BETWEEN THE PARTIES, AND

WHEREAS, BOTH PARTIES CONFIRM THAT EACH IS FULLY
EMPOWERED, LEGALLY QUALIFIED AND DULY AUTHORIZED TO
EXECUTE AND TO DELIVER THIS MANAGEMENT SERVICES
CONTRACT AND TO BE BOUND BY ITS TERMS AND CONDITIONS,
AND ,

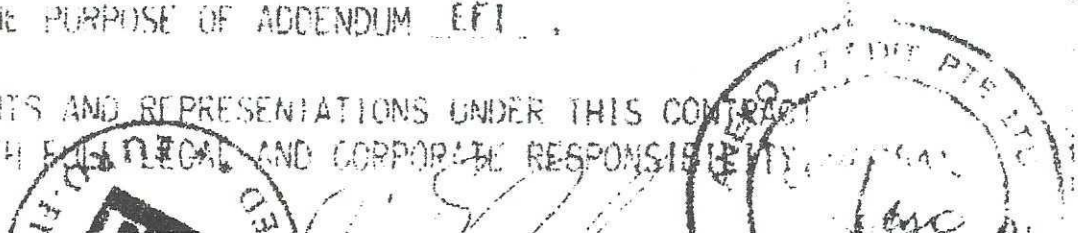
WHEREAS, BOTH PARTIES AGREE TO ABIDE BY THE RULES OF
NON-CIRCUMVENTION AND NON-DISCLOSURE ESTABLISHED BY
THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE
FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREOF,
THIS UNDERSTANDING SHALL SURVIVE TERMINATION OF THIS
CONTRACT FOR ANY REASON, AND,

WHEREAS, THIS CONTRACT SHALL BE KEPT CONFIDENTIAL AND
IS NOT TO BE REPRODUCED IN ANY MANNER WHATSOEVER,
EXCEPT ON A DIRECT "NEED TO KNOW BASIS."

NEITHER PARTY MAKES ANY REPRESENTATIONS REGARDING THE
TAXABLE CONSEQUENCES, IF ANY, OF THE TRANSACTION(S)
ENVISIONAGED BY VIRTUE OF THIS CONTRACT SIGNING, IT
BEING UNDERSTOOD BY EACH PARTY THAT ACCEPTS THEIR OWN
LIABILITY, IF ANY, FOR TAXES, IMPOSIS, LEVIES, DUTIES
OR CHARGES THAT MAY BE APPLICABLE IN EXECUTION OF THEIR
RESPECTIVE ROLES IN THIS CONTRACT.

CONCURRENT, WITH THIS SIGNING OF THIS CONTRACT, PARTY
TWO AGREES TO RELEASE THE USDOLLARS TO IMMEDIATELY
IMPLEMENT THE PURPOSE OF ADDENDUM EET .

ALL STATEMENTS AND REPRESENTATIONS UNDER THIS CONTRACT
ARE MADE WITH FULL LEGAL AND CORPORATE RESPONSIBILITY



EXCLUSIVELY OF THIS CONTRACT IS IRREVOCABLY GRANTED BY THE PARTIES CONSISTENT WITH THE TERMS AND CONDITIONS OF THIS CONTRACT, THIS CONTRACT IS NOT ASSIGNABLE OR TRANSFERABLE WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY.

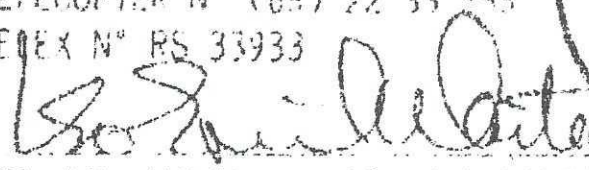
THIS CONTRACT IS A FULL RECOURSE AGREEMENT CONCLUDED UNDER THE LAWS OF THE REPUBLIC OF SINGAPORE AND SAID FORUM SHALL BE THE APPLICABLE LAW GOVERNING THE CONSTRUCTION, INTERPRETATION, EXECUTION, VALIDITY, ENFORCEABILITY AND PERFORMANCE, AND ANY OTHER SUCH MATTERS IN RESPECT TO THIS CONTRACT, INCLUDING BREACH OR CLAIM. THE PARTIES AGREE TO HAVE THE MATTER(S), IF ANY, UNDER ARBITRATION UNDER THE RULES OF THE A.B.A., JUDGMENT UPON THE AWARD, IF ANY, MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION THEREOF.

ACCEPTED BY - ANEKO CREDIT PTE LIMITED

SINGAPORE 0106

TELECOPIER N° (65) 22 33 595

TELEX N° RS 33933


LEO EMIL WANTA, MANAGING DIRECTOR




ACCEPTED BY - EURO-FINANCE-INVEST LTD.

ATTN: MR STROBEL

MR STEINACKER

670 JUDOBANKA D.D., BELGRADE, YUGOSLAVIA

TELECOPIER N° 38 11 636 910


MR STROBEL


MR STEINACKER



ADDENDUM EFT

THE FIRST PARTY, ANEKO CREDIT PTE LTD,
WILL OBTAIN UP TO TWO HUNDRED BILLION
KUWAITI DINARS (KDN200,000,000,000),
PRE 02 AUGUST 1990 / 1991 - INVASION KDN
FOR SWIFT WIRE TRANSFER TO THE SECOND
PARTY BANKING SCHEDULES.

THE SECOND PARTY, EURO-FINANCE-INVEST
LTD (EFI), WILL IMMEDIATELY SWIFT
WIRE TRANSFER AND/OR TELEGRAPHIC US\$
BASED ON US\$1.895 PER KUWAITI DINAR
PER THE AGREED UPON DAILY EXCHANGE
FRANCHE SCHEDULE, BASED ON A MINIMUM
FOUR (4) DAY BANKING SCHEDULE. US\$DOLLARS
TO BE REMITTED TO THE BANK OF CHINA -
SINGAPORE, UNLESS INSTRUCTED ELSEWHERE
BY ANEKO CREDIT PTE LIMITED DIRECTORS,
MR HOWE KWONG KOK AND/OR LEO EMIL WANTA.

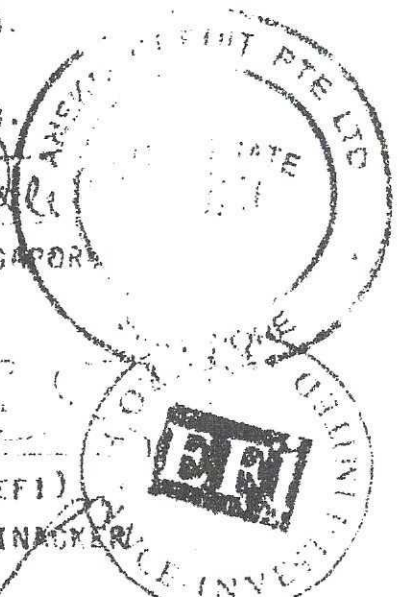
** EXTENDED THRU 24 JULY 1991 - 10 HRS **
VALIDITY 15 JULY 1991 - 23 JULY 1991 BANK CLOSING.

ACCEPTED BY -

Leo Emil Wanta
ANEKO CREDIT PTE LIMITED, SINGAPORE
LEO EMIL WANTA, DIRECTOR

ACCEPTED BY -

Mr Strodel
EURO-FINANCE-INVEST LIMITED (EFI)
MR STRODEL AND/OR MR STEINACKER



Competency/Fitness to Stand Trial

Burden of Proof.

State v. Leo E. Wanta, 224 Wis.2d 679, 592 N.W.2d 645 (Ct. App. 1999).

For Wanta: James M. Shellow.

HOLDING: Wanta argues that Wis. Stat. § 971.14(4)(b) is unconstitutional, because it requires proof of incompetence by clear and convincing evidence when the defendant claims that s/he is competent (vs. proof of competency by mere greater weight of evidence when the defendant claims incompetence). The court construes the challenge to be one of equal protection. § 971.14(4)(b), the court holds, aims to protect two competing rights - not to be prosecuted when incompetent, and not to be deprived of liberty without due process - and the court applies a strict scrutiny standard. Proof of incompetence by the higher burden of clear and convincing evidence diminishes the risk that a competent defendant would be deprived of liberty and is therefore "clearly constitutional."

Doubts Arising between Plea & Sentencing: need for retrospective hearing.

State v. Michael W. Farrell, 226 Wis.2d 447, 595 N.W.2d 64 (Ct. App. 1999).

For Farrell: Kevin M. Schram.

HOLDING: Finding of incompetency subsequent to plea proceeding is a factor to consider but in and of itself neither creates doubt as to prior competency nor requires retrospective competency hearing.

Evidence – Consideration of Current Counsel's Opinion

State v. Jeffrey J. Meeks, 2002 WI App 65, review granted, 4/22/02

For Meeks: Howard B. Eisenberg, Dean, Marquette Law School

Issue: Whether the trial court's competency ruling overlooked current counsel's opinion that the defendant was incompetent.

Holding: "¶23. We agree with Meeks's unstated premise-in almost all cases where competency is at issue, defense counsel is in a uniquely advantageous position to advise the court whether the defendant understands the proceedings and is able to assist in the defense...."

"¶24. Thus, a careful court will recognize the singular value of counsel's opinion and carefully consider it, in light of all the evidence at a competency hearing...." In this case, the trial court followed that prescription.

(The opinion stresses that the issue is very close, and the trial court could well have come to the opposite conclusion. ¶24 n. 8.)

Evidence – Consideration of Defendant's Demeanor in Prior Case

State v. Jeffrey J. Meeks, 2002 WI App 65, review granted, 4/22/02

For Meeks: Howard B. Eisenberg, Dean, Marquette Law School

Issue: Whether the trial court properly considered defendant's demeanor in a previous case.

Holding: "¶27. As Meeks all but concedes, his understanding of the 1997 legal proceeding was relevant to the court's determination of his competency to proceed in 2000. The judge did not testify, but did carefully consider the transcribed record and her recollection of the 1997 proceeding. That was proper. We see no substantive difference between a judge's observations of a defendant's demeanor at the time competency is challenged and the judge's observations of the defendant at an earlier proceeding; both may be probative. See Byrge, 2000 WI 101 at ¶44 n.18 ('The circuit judge has a unique vantage [point] from which to make a competency determination because the judge has significant personal exposure to the defendant.')."

Evidence – Consideration of Prior Counsel's "Character"

State v. Jeffrey J. Meeks, 2002 WI App 65, review granted, 4/22/02

For Meeks: Howard B. Eisenberg, Dean, Marquette Law School

Issue: Whether the trial court, in ruling on competency, improperly relied on its perceptions of the defendant's attorney in a prior case, in stressing that that attorney hadn't raised competency.

Holding: "¶19. 'A trial court sitting as fact-finder may derive inferences from the testimony and take judicial notice of a fact that is not subject to reasonable dispute, but it may not establish as an adjudicative fact that which is known to the judge as an individual.' State v. Peterson, 222 Wis. 2d 449, 457, 588 N.W.2d 84 (Ct. App. 1998) (footnotes omitted). Here, the court's judicial notice was of undisputed facts, and its knowledge of Ms. Scholle had not been gained 'as an individual,' but rather, as a court, in its formal role.

"¶20. Meeks did not object to-and still does not dispute-the court's comments about Ms. Scholle. The court observed that Ms. Scholle was 'accustomed to dealing with people in the real world' and 'ha[d] tried [a] case before [the court of a] mentally ill man, and who [was] ... acutely conscious of the cultural milieu from which so many of her clients and the clients of the state public defender's office come.' The court's observations were relevant to its explanation of why it was giving considerable credit to the fact that Ms. Scholle, in representing Meeks previously, had never deemed it appropriate to raise the competency issue."

(Note: The opinion stresses that neither the attorney's testimony nor her credibility was disputed; where credibility is at stake, and the trial court has a preformed notion of that credibility, then recusal is warranted. ¶21 n. 7.)

Reopening Competency Determination

State v. Jeffrey J. Meeks, 2002 WI App 65, review granted, 4/22/02

For Meeks: Howard B. Eisenberg, Dean, Marquette Law School

Issue: Whether the trial court erred in failing to order an additional competency evaluation after counsel raised renewed doubt as to competency.

Holding: "¶46. Denying Meeks's requests for additional competency evaluations and/or hearings, Judge Konkell referred to Judge Lamelas's competency determination and concluded that because Meeks had not offered anything to establish a change in his condition since that determination, no further competency evaluation or hearing was required. Judge Konkell's findings were not clearly erroneous; his conclusion was correct." (Note: Post-competency determination, a couple of different doctors expressed concern as to competency; one's concern was "serious," sufficiently so that he strongly recommended re-examination. ¶59. These recommendations were discounted, apparently, because they were based on review of prior reports, rather than any "new" development. ¶¶61-62.)

Standard of Review

State v. Jeremy J. Byrge, 2000 WI 101, 237 Wis. 2d 197, 614 N.W.2d 477, affirming as modified published [decision](#) of court of appeals, 225 Wis. 2d 702, 594 N.W.2d 388

For Byrge: Steven P. Weiss, SPD, Madison Appellate

ISSUE: Whether competency determinations are reviewed deferentially.

HOLDING: Because a competency determination "pivots on factors only a trial court can appraise," the court "do(es) not disturb our holding in (State v. Garfoot, 207 Wis. 2d 214, 558 N.W.2d 626 (1997)) and adhere(s) to the clearly erroneous standard for reviewing circuit court determinations in competency proceedings." ¶¶44, 45.

[Go To Brief](#)

Sufficiency of Evidence

State v. Jeffrey J. Meeks, 2002 WI App 65, **review granted**, 4/22/02

For Meeks: Howard B. Eisenberg, Dean, Marquette Law School

Issue: Whether the evidence supports the trial court's conclusion of the defendant's competency, which relied largely on lay testimony as opposed to the experts, who thought the defendant incompetent.

Holding: "¶15. The court's consideration of the lay testimony was particularly appropriate in this case where, as appellate counsel concedes, Meeks 'can relate facts regarding his crime and can even answer questions about the historical facts,' but where, appellate counsel asserts, Meeks 'has no comprehension or understanding of the legal process.' Because the defense was seeking to establish that Meeks was too cognitively impaired to proceed, it was logical for the State to counter with evidence establishing that his mental condition had not changed since the time Scholle represented him and that, when she did so, Scholle deemed Meeks competent to proceed.

"¶16. 'Only the trial court can judge the credibility of witnesses who testify at the competency hearing,' and weigh their testimony. Garfoot, 207 Wis. 2d at 223. Moreover, while 'a competency inquiry focuses on a defendant's ability at the time of the present proceeding, not on the defendant's competency at some point in the distant past,' State v. Farrell, 226 Wis. 2d 447, 454, 595 N.W.2d 64 (Ct. App. 1999), the defendant's past mental condition may be relevant to the present determination of competency, see id.; see also State v. Weber, 146 Wis. 2d 817, 827, 433 N.W.2d 583 (Ct. App. 1988).

"¶17. Here, unquestionably, the record reflects the court's careful consideration of all the evidence and its measured evaluation of the interplay between the opinions of the mental health professionals and the more remote information from the lay witnesses. See Farrell, 226 Wis. 2d at 455 ('The court considers all the factual evidence presented to it when determining whether a reason to doubt competency exists.'). We see no error."

Time Limits for Competency Exam.

State ex rel. Michael J. Hager v. Marten, 226 Wis.2d 687, 594 N.W.2d 791 (1999), affirming unpublished decision.

For Hager, Gerhardt F. Getzin, SPD, Wausau.

HOLDING: The issue is whether the § 971.14(2) time limit, requiring completion of competency exam w/in 15 days "of the arrival of the defendant at the inpatient facility," was violated. Resolution turns on whether the court specifically ordered an inpatient exam. No written order was entered, helping to create an unfortunate ambiguity. The trial court merely ordered an exam "at Winnebago." This did not, in and of itself, specify whether the exam would be inpatient or outpatient. The court has the authority to order an inpatient exam, § 971.14 (2)(a), in which case the 15-day time limit begins running when the exam is ordered. Otherwise, if an exam is merely ordered, then the department has discretion under § 971.14(2)(am) to determine whether it will be in- or out-patient. And, under this provision, then the time limit for an inpatient exam is triggered by arrival at the facility. Hager wasn't transported to the facility, instead languishing for five months in jail. But given the lack of precision in the judge's order, the statutory 15-day time limit didn't begin to run because he wasn't sent to Winnebago and the statute therefore wasn't violated. Hager could have, the court intimates, asserted a statutory speedy trial violation, § 971.10, but failed to do so. The court also suggests that a written order would have clarified the judge's intent with respect to whether he was ordering an inpatient exam (immediately triggering the other time limit). The concurrence laments the lack of written competency order, and concludes that a § 971.14(2)(a) order for inpatient exam must be in writing to trigger the relevant limitation period. "Michael Hager fell through the cracks" largely because of this failure, given that a written order provides "notice of what action must be taken."