Ravensburg District Court

In the name of the people

Judgment

In the case of
Dr. D. B. (Claimant)
Legal representatives: attorneys
AND
Dr. S. L. (Defendant)
Legal representatives: attorneys

On account of advertisement of reward

Ravensburg District Court, Fourth Civil Division, by Presiding District Court Judge ..., District Court Judge ... and Judge ..., has, on the basis of the oral hearing of 12 March 2015,

RULED FOR RIGHT that
1. The Defendant is ordered to pay the Claimant
   a. € 100,000.00 plus annual interest at the rate of 5 percent above respective base rate from 1 May 2012;
   b. € 2,924.07 towards the out-of-court costs;
   c. € 492.54 plus annual interest at the rate of 5 percent above respective base rate from 16 April 2014.

2. The costs of the proceedings are borne by the Defendant.

3. The judgment is provisionally enforceable against security of performance at the rate of 110% of each sum.

FACTS

The Claimant sought from the Defendant in essence the payment of a reward of an advertisement concerning the proof of the existence and size of the measles virus. The Claimant is a doctor. The Defendant has a PhD in biology. He runs a publisher on one of his websites, which commended the Defendant under the heading, "Measles virus - €100,000 reward! - WANTED - its diameter " on the 24 November 2011 from a "fund"

in the sum of €100,000.00. Among other things, the advertisement said:

"The background of the current waves of advertising campaign spreading the idea that measles is caused by virus and therefore vaccine should be implanted, is the fact that in September this year, the budget spending on vaccines has gone down by 19% in comparison with the corresponding month last year.

Since the strongest budget spending submarket, the flu vaccines, has declined as much as by 29%, because the swine flu still registers negative turnout here, the Federal Government has decided to conduct vigorously noisy warning campaigns against measles.

First, they flooded the population with hundreds of thousands of leaflets, ...

Immediately after the distribution of the leaflets, the WHO began advertising measles vaccination ...

The Reward

Thereafter, the Federal Government announced in early November that the vaccine licensing authority, the Paul Ehrlich Institute (PEI), had succeeded in proving that the measles viruses spread through throats ...

Then the Berlin Health Senate issued a Measles Alert: ...

So, if German researchers work on measles viruses on behalf of the Federal Government, such research must be documented, especially vaccine made from these viruses and the particles to be used in the cancer research. It is clear that first of all scientific criterion of the diameter of this virus must be known.

€ 100,000

Since we know that the measles virus does not exist and cannot be known by the knowledge of biology and medicine, and we cannot know exactly the real causes of measles, but the fear increases ever ("Rejection of Vaccination is a Child Abuse"; "No Death After Taking One"; "Measles viruses keep destroying the brain of the infected child over a longer period"), we intend to use the reward to help:

1. people enlighten themselves;

2. the enlightened people help the non-enlightened and
3. those who are enlightenend influence the relevant actors in accordance with the law.
...
In Germany, the Federal Government has appointed Mrs Dr ... to conduct independent research into the causes of measles under the law, under the Basic Law and the Infection Protection Act (IfSG). Because she claims the breeding of measles virus, it is necessary to know the diameter of the measles virus. At least, she needs to know where it is.

She must be asked the question of the diameter of the measles virus, because she is primarily responsible for the measles virus. Her address is:
PD Dr. ...
Robert Koch Institute
...
The reward will be paid, if a scientific publication is presented, in which the existence of the measles virus is not only asserted, but also proven and in which, among other things, the diameter of measles virus is determined.
...
The way forward
If it turns out that Dr. ... claims measles virus without any scientific proof of its existence, her conduct - to act as if there were a measles virus - must not be tolerated. ..."

On the content of the expression, full reference to the rest is available in Exhibit K1.

By the letter dated 16 January 2012 (Exhibit K2) the Claimant contacted the Defendant with reference to 'Your reward of 100,000 euros for the proof of the existence of the measles virus', and pointed out that he had read on the website of the Defendant, www. ... .de, that the Defendant had offered a prize in the sum of 100,000 euros on 24 November 2011, if someone sends him a publication which proves that there is a measles virus and contains a statement on the size of the virus particles. The Claimant also quoted the above-mentioned passage of the website ('The fund shall be paid out, if ...') and asked the Defendant for a brief written confirmation that the prize is still being advertised in this form and on these terms.

The Defendant replied to this with a letter of 30 January 2012 (Exhibit K3) in which it was said, among other things, 'Thank you for your inquiry. Yes, the prize money is

being tendered. The legal conditions to be satisfied by the publication are determined by the Infection Protection Act (IfSG).'

By letter of 31 January 2012 (Exhibit K4) the Claimant submitted to the Defendant the following six publications:
Enders & Peebles, Proc Soc Exp Bil Med 1954; 86: 277-86
Bech & von Magnus, Acta Pathol Mcrobiol Scand 1958; 42: 75-85
Horikami & Moyer, Curr Top Microbiol Immunol 1995; 191: 35-50
Nakai & Imagawa. J Virol 1969; 3: 187-97
Lund et al. J Gen Virol 1984; 65: 1535-42
Daikoku et al. Bull Osaka Med Coll 2007; 53: 107-14

The Claimant thereby invoked further on the fact that he had provided the Defendant with his detailed literature review concerning both the evidence of the existence of the measles virus and the required images and details of the diameter of the measles virus, and asked for a transfer of the sum of 100,000.00 euros into an account specified in the letter of the Claimant.

Thereafter, as of 17 February 2012, the Claimant was unable to find anything received yet, and he wrote another letter to the Defendant (Exhibit 5) demanding him to pay by a specified deadline of 7 March 2012.

Thereupon, the Defendant wrote a letter in reply dated 6 March 2012 (Exhibit K6) in which he complained that the Claimant had submitted publications in which only the cell's own components and structures would be shown, which have not been isolated nor biochemically characterised. Every biologist immediately recognises that the structures which we are dealing with are endogenous, i.e., the cell's own particle, which is devoid of any inter- and intra-cellular transport, substance -intake and -output, exo- and endo-cytosis. In none of the publications, there is any source with reference to the carrying out of the isolation and characterisation of the alleged measles virus. For these reasons, he could not hand over the reward to the Claimant, but he hopes that this helps serious commitment to see that the virus error, which has emerged as a fraud in Germany, disappears from the world.

On this point, the Claimant replied by letter dated 21 March 2013 (Exhibit K7) in which he reaffirmed his view that he has satisfied the conditions for the Defendant's reward,

and set a new deadline of the payment of the prize money, i.e., by 30 April 2012 [stet]. Furthermore, the Claimant described in detail his motivation for wanting to prove for the Defendant the existence of the measles virus. The Defendant's payment did not follow, even upon an out-of-court reminder in writing by the legal representatives of the Claimant dated 25 September 2013 (Exhibit K9).

On 13 April 2014, three days after the first hearing in the present proceedings, the following timetable was uploaded on the website of the publisher, which is owned by the Defendant:
On Monday, 14 April 2014, we report in this section, about which we will advertise in an e mail newsletter, why and how a non-specialist junior doctor D. B., who has yet to obtain a PhD, and his illegal conspirators in the 'Bet that there is no measles virus!' proceedings on 10 April 2014 before Ravensburg District Court, have come to deceive the court and the public.

We, therefore, expect that on 24 April 2014, Dr. L. is freed and D. B. is detained on account of his deceiving the court, his inability to pay the court's and attorneys' fees, expenses and allowances, his instigation of massive catstrophe, sometimes with fatal consequences, and because of the risk of absconding abroad.

To add to these, a *sub poena* demand for default declaration, which is accompanied by a cost note, is sent by the attorney's letter dated 14 April 2014 (Exhibit K10), the Defendant signed the sent default declaration on 15 April 2014 by deleting one passage as imprecise and rejected, and forwarded it to the Claimant's legal representatives (Exhibit K11). In it, the Defendant disowned the quoted outpost saying that it was not his. Someone must have gained access to his website and created the outpost on the internet. On Sunday afternoon, 13 April 2014, it is noticed that he had immediately removed the outpost from the internet, long before the service onto him of the letter of summons to the court.

In early May, the Defendant published on his website the following entry.

Dear Readers,
Because of a default declaration which a young doctor D. B has issued through his attorneys against us, we are not allowed to report on the so-called 'Bet that there is no measles virus' proceedings.

So, we are not allowed to send the already prepared March 2014 issue of W..., Part 1.

Submitted as Exhibit K14, the publication in the magazine W..., *Das Magazin*, March and April 2014, in which the Defendant is designated as the author, in the follow-up of the outpost at page 11, there is the following remark:

As my colleagues wanted to report on our website about the proceedings, DB has imposed an immediate legal prohibition, although he has repeated these statements in later interviews. We are therefore unable to release the already prepared issue No. March 2014 of our magazine W...

As in the attorney's letter of 14 April 2014, the Claimant has incurred out-of-court attorneys' fees in the sum of 492.54 euros, of which he has paid 150.00 euros and is entitled to enforce for himself any excess amount from R..., a legal expenses insurance company AG.

The Claimant argues in substance:
By the publications which were submitted to the Defendant, the existence of the measles virus is unequivocally proven in a scientific way and its diameter determined. These are sufficient to determine its diameter because the sent publications contain electronic microscopic images inclusive of a scale. If the size of the measles virus in a given spectrum varies, this spectrum is specified so that the diameter is determined. All the conditions which the Defendant had laid down in his advertisement of the payment of the reward of 100,000.00 euros were satisfied.

Among the alleged out-of-court legal fees for obtaining a *sub poena* default declaration, the Claimant submits that even *prima facie* evidence speak for the fact that the Defendant himself had created the content of his website.

At the time of dispatch of attorney letter of 14 April 2014, the following text had in any case been on the website to be read.

On Monday, 4 April 2014, we report in this section which we will advertise in an e mail newsletter, why and how a non-specialist young doctor without any PhD, DB and his illegal conspirators in the 'Bet that there is no measles virus' proceedings on 10 April 2014 before Ravensburg District Court, have come to deceive the court and the public.

The Defendant was responsible for the content of his website. Therefore, his disputed objection that someone had had access to his website, cannot not be accepted.

The Claimant applies for the court to

1. order the Defendant to pay the Claimant 100,000 euros plus interest at the rate of 5% above base rate from 1 May 2012.
2. order the Defendant to pay the Claimant an additional sum of € 2,924.07 towards the out-of-court legal fees
3. order the Defendant to pay the Claimant the sum of € 492.54 plus interest at the rate of 5% above base rate from 16 April 2014.

The Defendant applies for the court to

dismiss the claim.

The Defendant argues:

The publications submitted does not satisfy the requirement of proof in a scientific sense. For phenomena therein suggested as measles are actually the cell's own transport vesicles (blisters).

None of the submitted documentation is based on experiments in which the pathogen - as demanded - would have been previously isolated and characterised biochemically or even such isolation would have been scientifically documented. The nature of evidence in the experiments on which the plaintiffs relied, did not live up to the state of science and technology nor to the requirements of evidence in compliance with Koch's postulates.

The documentation submitted by the Claimant invariably dated from before the entry into force of the Infection Protection Act (IfSG) on 1 January 2001.

Also, the determination of the diameter had not been substantiated. But only one of the publications submitted specified the size range, which was from 300 to 1000 nanometres, which has already refuted the thesis of the virus, because viruses were distinguished by some variation of their diameter between 15 and the maximum 400 nanometres. An alternative excuse sought by individual scientists that there are viruses of pleomorphic structure, i.e., constantly changing in shape, composition and size, is

neither scientifically approved nor accurate.

He believes that the publications did not satisfy indisputably the following further conditions for the payment of the reward given in the advertisement on their accurate interpretation:

The existence of the measles virus would have to be proven by a publication by the Robert Koch Institute, which is responsible for this task under s. 4, Infection Protection Act. This results from the fact that, as regards a reward in Germany on an advertisement for proof in the field of infectious diseases, the specially created rules of the Infection Protection Act must be taken into account here. Because in accordance with the provision of s. 4, Infection Protection Act, research into the cause of infectious diseases is the task of the Robert Koch Institute, it is effected in s. 7 (31), Infection Protection Act, that the naming of the measles virus is only permitted, if this institute, on account of their own, in accordance with s. 1, Infection Protection Act, produces sufficient research of scientific proof to the current state of science and technology, that the proposition is incorporated into the Act. From the context of the advertisement the purpose of which is clear to the effect that it ought to be clarified whether or not a documentation of the Robert Koch Institute exists in compliance with the Koch's postulate of the isolation of the pathogen.

That which had been required was also a single publication, providing both the evidence for the existence of the measles virus and the determination of its diameter. Therefore, it is not sufficient, if - as maintained by experts - merely the combination of scientific propositions in six of the professional articles submitted by the Claimant prove the existence of the measles virus and only two of these contain sufficient information on the diameter of the measles virus.

With a view to the declaration on the website, the Particulars of Claim, Point 3 says that, which is denied by the Defence, this entry was written by the Defendant, procured or published with his knowledge and intention. Furthermore, the entry had not yet come into existence at the time of the Claimant's attorney's letter, which had also probably been known to the Claimant. Accordingly, the Defendant has no reason to be engaged in any out-of-court activity of the legal representatives of the Claimant.

On account of the parties' arguments in other respects, particularly on account of the

criticisms which are carried forward by the Defendant to each of the publications presented, please refer to the submitted briefs and documents as well as the appointment logs of 10 April 2014 (p. 42ff) and 12 March 2015 (p.139ff).

The Division has collected evidence by obtaining a report of an expert, Professor, Dr, Med. Dr. rer. nat. AP, concerning the Claimant's assertion in his letter of 31 January 2012 (Exhibit K4) that the submitted publications are scientific publications, in which the existence of the measles virus is not only asserted, but also proven, and which determined, among other things, its diameter. On account of the statements of the expert, please refer to the written report of 17 November 2014 (to p. 97), his supplemetary opinion of 3 March 2015 on the objections and supplementary questions of the Defendant (p. 132ff) as well as the protocol of hearing of 12 March 2015 (p. 139ff), in which opinions of the additional experts were heard and the content of their written report as well as the objections raised on the part of the Defendant against this, and those supplementary questions which the experts addressed, were discussed.

REASONS FOR THE DECISION

The claim is allowed and it is well founded.

A.

The Claimant is entitled to the payment of the advertised reward in the sum of € 100,000.00 by the Defendant under s. 657 of the Civil Code.

The 'public announcement of a prize' by the Defendant contains a serious intention to make a binding promise to give a reward (so far, I). The advertisement is publicly announced within the meaning of s. 657 Civil Code (II). The interpretation of the declaration of the advertisement finds no such restriction as those which the Defendant contends for its validity (III). The publications submitted by the Claimant fully satisfy the requirements of the advertisement (IV).

I.

From the text of the advertisement itself and taking into account the correspondence which were exchanged between the parties, a binding obligation of the defendant, in particular, the seriousness of his reward promise, is obtained with sufficient clarity.

While the quite sensational headline,'The Measles Virus - €100,000 Reward! -

WANTED - its Diameter', in particular, and the sheer amount of the promised reward could give an impression of lacking seriousness in that it could be just a matter to the Defendant to give as great as possible deal of attention to his vaccination criticism, which is reduced to writing of that particular expression. Nevertheless the purpose of the Defendant, in particular, which is pursued by the promised reward, militates against the adoption of an explanation that there is no discernible serious intention. As the Defendant explained himself explicitly, by offering the reward, he wants firstly to enlighten people, secondly to let the enlightened people help the non-enlightened, and thirdly to let the enlightened influence actors in accordance with the law. It is so obvious for the Defendant that, from his point of view, their attitudes towards the arguments of vaccination supporters are too uncritical to provide an incentive to deal critically with the question of whether or not there is any scientific evidence for the existence of the measles virus. But there is such an incentive in this sense only if it is in fact possible to get the reward and the advertisement is meant to be serious.

Finally, in his letter dated 30 January 2012 (Exhibit K3), the Defendant left no doubt about the seriousness of his promise to pay the reward. The substantive request by the Claimant dated 16 January 2012 (Exhibit K2.) for the availability and the terms of the advertisement, which is, in fact, explicitly mentioned in the subject line of the Claimant's letter as such, had given the Defendant a reasonable opportunity to clarify or to disclose, respectively, any, for instance, absence of his seriousness. But the Defendant did nothing of the kind, but rather he explicitly confirmed that the reward is being advertised.

II.
Through the publication of the notice of 'prize money' on the website of the '... - publisher' the defendant made the prize competition public. A public announcement is a proclamation against an indefinite number of individuals (see Seiler, in: MünchKomm-Civil Code, 6th Edition 2012 § 657 para 12; Sprau, in:.. Palandt Civil Code, 74th edition 2015 § 657 para. 3), who, in the present case, consist of all potential visitors to the publisher's website.

III.
An advertisement is a unilateral declaration which is addressed to the general public and requiring no reception but publication (BGH ruling of 23.09.2010 - III ZR 246/09 - BeckRS 2010 24346 Rn 12;.. Sprau loc 1; Seiler, op. 4).

Its object is, in accordance with ss. 133, 242 of the Civil Code, to be determined by interpretation, which depends on the understanding capability of any reasonable participant in legal transactions, as a member of the public to whom the advertisement is addressed, (Seiler, op. 6; Sprau loc. 4; Kotzian-Marggraf in: Beck-OK BGB, Stand 02.01.2015, § 657 para 7). Also, based on the wording of the declaration, such circumstances as are known or discernible to anyone or any relative of the addressees, are to be taken into account (cf. BGHZ 53, 307 -.. Juris-Rn 12). The establishment of interpretation in accordance with this rule leads to a conclusion that, contrary to the opinion of the Defendant, publications neither have to be those of the Robert Koch Institute (so far 1) nor have to date from the time of the entry into force of the Infection Protection Act (IfSG) (2); nor is the advertisement to be construed to mean that the required proof must be provided in a single piece of publication or that review articles should not be used (3).

1.
The interpretation of the text of the advertisement finds no restrictive condition to the effect that a scientific publication to be submitted must be one of the Robert Koch Institute's or be dealt with by its staff.

This condition has been postulated for the first time by the Defendant in the course of the judicial proceedings. Out of court, he said, as is evident from his letter dated 6 March 2012 (Exhibit K6), that the publications sent by the Claimant were still largely relying on their only content in which 'only the cell's own components and structures are shown, which are neither isolated nor biochemically characterised', and this was why he could not hand over the prize money. On the other hand, his objection that the article did not even satisfy the advertised criteria because none came from the staff of the Robert Koch Institute, had never been raised in his pre-litigation correspondence.

(a)
The wording of the advertisement of the defendant shall not bear the adoption of such a restrictive condition.

One of the rather explicit conditions for the payment of the reward has only that 'a scientific publication is presented, in which the existence of the measles virus is not only affirmed but also proven including, among other things, the determination of its

diameter.' The only restriction imposed by the text is that the prize money would not be paid 'if the diameter of the measles virus is determined only with reference to models or drawings [...].' The Defendant was made easy by a restrictive condition of the advertisement, which he proposed and thereby clarified for first time during the judicial proceedings, as he put it, 'a scientific publication *of the Robert Koch Institute* [...]'. The Defendant had an pportunity to clarify that effect not for the last time in his letter dated 30 January 2012, which he wrote in response to an explicit inquiry of the claimant concerning the award criteria (Exhibit K2). However, the Defendant modified the award conditions which the Claimant cited from the 'public announcement only to the effect that the publication must satisfy the requirements imposed by the statutory provisions of the Infection Protection Act (IfSG) and left them otherwise unchanged.

(b)
Also in the light of the circumstances which is known or discernible to an objective addressees of the declaration among the potential visitors to the website of 'the publisher', it cannot be inferred that there must be a publication from among the research staff of the Robert Koch Institute.

(1)
In this case, the interest, which the Defendant visibly connected with his advertisement, is going to be of a decisive significance.

The advertisement is a part of an Internet article, in which the defendant opposes the pharmaceutical industry and seeks to expose the 'idea that measles is caused by a virus' is an integral part of an advertising campaign which is, supported by the Federal Government and international organizations (WHO), meant to revitalise diminished sales in the vaccines market again. The Defendant denies the existence of the measles virus, not the disease of measles. His declared objective is to enlighten the population about the fact that there is no measles virus, and dissuade them to be vaccinated in this respect.

A particular focus of the Defendant is given to Dr .... of the Robert Koch Institute, who he blames asserts the breeding of measles virus, which nevertheless presupposes that the diameter of the measles virus is known. He calls for contacting Dr. .... who was commissioned by the Federal Government to conduct independent research on the causes of measles, in order to provide her with the question of the diameter of the

measles virus.

From this reference to the commission, which is received on behalf of the Federal Government, to conduct independent research, a conclusion is inferred that the Defendant has just required the production of results of such independent research, hence a piece of publication of Dr. ... or at least one such from the ranks of staff of the Robert Koch Institute who are in charge of the research commission. However, taking into account the overall context in which the Defendant put his advertisement, such an understanding does not go far enough.

Taking into account the text of the advertisement, moreover, the interpretation is rather an issue of the Defendant, which is of a wider fundamental character. The purpose of the Defendant is ultimately to put the Robert Koch Institute simply in so far as it is clear through inquiries on the part of visitors to the publisher's sites or their research in accordance with scientific publications of the measles virus which is denied by the Defendant, that the Robert Koch Institute is promoting the measles viruses without any scientific evidence to support it in this respect. Thus, the idea of the Defendant is that, if such a conduct of dishonesty were accommodated once, a step would be no longer far off towards the recognition among the people to be enlightened that the Institute acts for the pharmaceutical industry.

The fact that the Defendant was not merely concerned about accusation that the RKI was neglecting, so to speak, its assigned research commission, follows from the fact that the Defendant always emphasizes that it is 'forbidden to say untrue' and not, it is forbidden to put forward allegations that are not based on *own* research.

He further raises, as regards Dr ...., his point of view that she must '[...] at least [...] know where it [meaning the diameter of the measles virus, marking her mailbox] is', thereby he in turn establishes a link to foreign publications to which the staff of the Robert Koch Institute and among them, especially, the 'chief responsible officer' Dr .... (only) are available for future reference. Below the drawing of a measles virus in the manner of a child's drawing, the Defendant put forward, '[...] that in essence the official science, to which all refer as an authority, does not work really scientifically' - and this emphasis on all sides, 'reference to authority' and 'the official science' suggests that the submission of a single publication *to* which the Robert Koch Institute *refers as an authority* suffices, without any necessity of the authorship of the Robert Koch Institute

or of its members themselves.

Finally, he also reveals under the heading "The way forward", that it is always a matter of no small importance to him to discover that the Robert Koch Institute is, as is the Defendant's starting point, recommending vaccinations ultimately without any proof at all, not just only without any independently achieved research result, when he writes 'If it turns out that Dr. .... asserts measles virus, *without any scientific proof* of its existence, her conduct to act as if there were a measles virus - must not be tolerated. Her superior, to whom any complaint about Dr. .... must be addressed, if she cannot produce any proof, is [...]. If it turns out that Professor .... knows that Dr. ..... is working without any scientific and legal basis [..., highlighting each mailbox]'.

(2)
Against the understanding of which the Defendant is complaining, the circumstances show further that the criticism of the Defendant is in no way directed solely against the Robert Koch Institute. Rather, the criticism refers also to the WHO and the Paul Ehrlich Institute (PEI) as a vaccine permitting authority as well as the Berlin Health Senate. In addition, a context to German scientists as a whole is established in the text of the advertisement, when it says, in a direct reference to its description of research achievements of the Paul Ehrlich Institute and the action of the Berlin Health Senate, which are broadcast by the Federal Government, and before naming the Robert Koch Institute, 'So, if German researchers work on measles virus on behalf of the Federal Government, such research must be documented [...].' This in itself suggests that the German researchers, who work on measles virus on behalf of the Federal Government, could not mean the staff of the Robert Koch Institute alone.

(3)
Finally, it is not inferred that the publication must be those of the Robert Koch Institute, from either a reference to the Infection Protection Act, which follows the fourth paragraph under the heading '€100,000' in the declaration of the reward itself; or a remark, which is formulated in the Defendant's letter dated 16 January 2012 (Exhibit K3) to the Claimant according to which the statutory provisions, with which the publication must comply, are to be determined by the Infection Protection Act.

So it must be noted at first that statutory guidelines for scientific publications in such a formulation may not be allowed to infer directly from the Infection Protection Act.

Against this background, the reference made by the Defendant to the Infection Protection Act is indeed in need of interpretation; a bridge of reference to the statutory provisions of the Infection Protection Act, which is now built by the the defendant, towards the postulated requirement that the publication must be penned by members of the RKI, is a result without support.

In fact, under the terms of s. 4, Infection Protection Act, part of the duties, namely, 'research into causes, diagnosis and prevention of infectious diseases', are transferred to the Robert Koch Institute within the framework of the Infection Protection Act. However, the transfer of a part of the duties is not without further ado, and has certainly a statutory provision, the requirements of which a publication must satisfy under the Infection Protection Act. Anyway, the reference by the defendant to the requirements of the Infection Protection Act not necessarily allow a conclusion (especially not in a recognisable way from the horizon of objective addressees) that a further advertisement condition must be installed to the effect that only publications of the Robert Koch Institute may be produced for the required scientific proof of the existence of measles virus. Rather, there is an interpretation upon a balanced examination in passing in more detail, that it did matter to the Defendant to formulate certain standards which must be satisfied by the submitted publications, where, for instance, in s. 1 (2), Infection Protection Act explicitly elevated the current state of medical and epidemiological science and technology to a substantial quality standards. The Defendant himself is not entirely unfamiliar with such an understanding. Finally, on p. 2 of his statement, which is produced on 2 February 2015 as Exhibit Bl. 125, confirms it. He put it as follows: 'because the Infection Protection Act, which has entered into force on 1 January 2001, is binding upon the prize advertisement, and in s. 2, Infection Protection Act calls for scientific work on the current state of science, it would be ensured that required publication would be prepared on the basis of precise formulations of the 'rules for ensuring good scientific practice' [...].'

Note, finally, that the legislature has, in the standardisation of the Infection Protection Act, obviously moved on from the existence of measles virus, because in the first place from 1 January 2001, the Infection Protection Act under s. 7 (1) no. 30, as amended, raised the measles virus to the rank of pathogens which must be notified; so, obviously, the legislature held once for all one of the Robert Koch Institute's distinguished line of proof with regard to the measles virus is no longer necessary. This is a further reason to oppose that the reference to the Infection Protection Act is a sign for understanding that

the advertisement of the Defendant wanted to allow the publications of the Robert Koch Institute alone as valid.