


**Senate Select Committee on
Superannuation and Financial Services**

**Main Inquiry
Reference (a)**

Submission No. 142

Submittor: Ms Jill Dalrymple & Mr John Meyer
1/100 High Street
LAUNCESTON TAS 7250
 / Fax: (03) 6343 2553

Sue 10/2

The Secretary,
Senate Select Committee on Superannuation and Financial Services,
Parliament House,
CANBERRA ACT 2600
email: super.sen@aph.gov.au

Re: An inquiry into prudential supervision and consumer protection for
superannuation, banking and financial services.

SUBMISSION FROM:

Jill DALRYMPLE & John MEYER
1/100 High Street
LAUNCESTON, TAS 7250
Ph/Fax 03 6343 2553

SOME POINTS FOR THE SENATE COMMITTEE TO CONSIDER

- Superannuation will be the largest single expense for future Governments
- Self-funded initiatives must be encouraged, & protected from predators
- Retirees with funds misappropriated will become an unsustainable state burden
- Consumer protection, & redress legislation must be tightened and enforced
- Misrepresentation should become the focal concern of ALL citizens
- Agencies entrusted to look after investment funds must be held accountable
- Loss of superannuation funds could make the difference to a state's survival
- Retirees have earned the freedom to contribute creatively to their community
- Retirees must not be predated on & shamed to despair, dependancy, even suicide
- Enforcement agencies (eg ACCC) must take responsibility, and not leave their work to unpaid, private citizens who lack the specialist skills and resources

We are confident that THIS Senate Enquiry may in fact bring about real change,
and create a new environment of consumer protection and confidence.

Sincerely:
Jill DALRYMPLE & John MEYER

The Secretary,
Senate Select Committee on Superannuation and Financial Services,
Parliament House,
CANBERRA ACT 2600
email: super.sen@aph.gov.au

Re: An inquiry into prudential supervision and consumer protection for
superannuation, banking and financial services.

SUBMISSION FROM:

John MEYER & Jill DALRYMPLE
1/100 High Street
LAUNCESTON, TAS 7250
Ph/Fax 03 6343 2553

With respect to 36 pages already provided on Monday 7th May 2001 in Hobart.

1. The Consequences of a Decision to Retire to Tasmania (2 page)
2. Letter to Prime Minister Howard on 8th September 2000 (1 page)
3. Letter to Attorney-General (Tas) on 10th August (1 page)
4. Summary letter to The Governor of Tasmania (1 page)
5. Faxes to ACCC – Peter Clemes, 25th & 29th May (2 page)
6. Letter to Senator Kerry O'Brien, 23rd November (2 page)
7. Extract of Affidavit headed: Application to grant Summary Judgement
(1 pages + 12 attached) (13 page)
8. Extracts from Joe Hockey's web page "Hockey acts to protect..." (1 page)
9. Extracts from Rules of Practice 1994 3 sides (2 page)
10. Extracts from Legal Profession Act 1993 4 sides (2 page)
11. Letter from Shields Heritage headed 'Falcone' - 2 page
plus extracts from Court Rules 2000 - 2 page (4 page)
12. Extract from Code of Conduct for Government Members (1 page)
13. Submission seeking Judicial/Senate enquiry headed:
THE STATE WHICH REJECTED THE MODERN WORLD (2page)
14. Petition headed:
THE ONLY VICTIM OF CRIMINAL ACTIVITY IS COMMUNITY (1 page)
15. Time line tracking \$100,000 from NZ into court (Tas) (1 page)

Included in this email are the following: (within Attachments.doc)

16. Extract from TAS. HANSARD between Patmore & Fry (1 page)
17. Letter to Legal Ombudsman & Law Society – 5th May 2000 (2 page)
18. Letter to P. Jackson (law soc) and reply – 12th October 2000 (2 page)
This refers to the rule which allows Law Society to freeze funds

Let me state the following as a summary of our Submission:

- Jill and I decided to retire with our life savings to Australia (Tasmania)
- These life savings were our self-funded Superannuation investment
- This meant we were investing all our future and resources into Australia
- We have lost both to a malicious and corrupt administration & Judiciary
- We expected to be protected by the Australian laws, however
- The facts speak for themselves ... we have been systematically denied redress
- Innocent citizens are rendered VOICELESS by official misrepresentation
- Innocent citizens are having their assets stripped by corrupt lawyers
- Financially independent retirees are forced to seek Government assistance
- The enforcement agencies are misrepresenting themselves (eg Joe Hockey)
- Corrupt lawyers are being officially rewarded for theft and misrepresentation
- Along with all other submissions we seek and demand that:
 - a. Existing laws be enforced, by new judges if necessary
 - b. Loopholes be made public, & closed up (special investigators be appointed)
 - c. Corrupt administrators be made to resign, and jailed if necessary
 - d. Tasmanian administration be compelled to enforce their own laws
 - e. All transgressions of The Trade Practices Act be condemned
 - f. That the Australian Federal administration bring order to maverick States
 - g. Enable submissions of victims to be heard and redressed
 - h. The Seal of Australia be made once again a symbol of justice & fairplay.

We are confident that this Senate Enquiry may in fact bring about real change, and once again ask that our story be heard by the Senate forum.

Sincerely:

John MEYER & Jill DALRYMPLE

Sunday, 6 May 2001

The Consequences of a Decision to Retire to Tasmania.

We reserve the right to add to, expand on and modify this SUBMISSION, and will be seeking reimbursement of losses suffered since the seizing of our funds; and will be seeking compensation.

Our claim is that \$100,000 of our money was placed illegally into Court by Tasmanian Trustees. Originally invested into a Common Fund without our instruction or permission, we have repeatedly asked for it to be returned, we have never been told why and by what law the money was confiscated.

Confiscate: To seize as if by authority; to take forcible possession of, to appropriate summarily.

Since arriving in Tasmania we have experienced a continuous barrage of Injustice.

We realise that one cannot rely on the Law for Justice but one does indeed expect, (nay, demand) that the Law be followed and adhered to by its practitioners. We have been affronted by complicity & collusion.

My wife and I placed our entire future security in the hands of Tasmanian Lawyers and naturally assumed we would be treated professionally. We Trusted them to act within their legal and fiduciary duty.

At no point have we been treated with equity or compassion. Only reminded how stupid we were.

In July 1999 I found the St Marys property in question on the Internet [see printout]. It did appear to be just what my wife and I wanted. Initially we were going to fly from Auckland NZ to inspect it but since the Agent said other parties were interested we had to act quickly. We sent an email on the same evening asking for St Marys contact to describe the house as it looked like with an unbiased eye. The agent replied [email 30/7] with pressure for more haste ! Late that Friday night we were phoned by the owners [Falcones] who began to paint a very desirable property for us. We began to think maybe we didn't need to inspect after all !! The same weekend [Aug 1] I made an extended call to the Falcones..... and made an offer the following day. During all our discussions I was assured of the wonderful quality of the buildings and all renovation work. I specifically asked about permits for the house and extra buildings. I was assured all buildings had permits.

Toward the end of the settlement period we decided to use the Vendor's Tasmanian solicitor to handle our transactions, [see our fax to agent, and faxed reply from Mr AD Pearce]. It seemed easy and convenient, not at all dreaming of the consequences of this ill-considered decision.

The purchase money of \$100,000 was transferred to Mr Pearce's trust account 18th November 1999.

We flew direct to Launceston on the 22nd November and on 23rd we drove to St Marys. The house was not fit to live in!! The following day we phoned Mr Pearce's St Helens office and made an appointment for 11.45am [24 nov] . I was quite unable to speak and my wife told Mr Pearce that the house was a complete shambles, and that we couldn't possibly complete the purchase. His reply was that he didn't think that was possible, however, if he received instructions from our NZ lawyer he wouldn't hand the cheque over to the Vendor's bank. He said he was now in a position of conflict of interest.

Realising we didn't have time to use our NZ lawyer we were advised by Roberts Real estate (St Helens) to contact Ray & Partners in Launceston with Mr Bain as contact. We made appointment for following day. To Mr Bain and Lebski we related our situation and they acted quickly and faxed Mr Pearce, requesting the forwarding of our file and the \$100,000+ to themselves immediately. We were subsequently told that the fax had reached Mr Pearce half an hour before he set off to the Commonwealth Bank to deposit the money into the Falcone's account. This was in spite of our having "instructed Mr Pearce not to proceed." withdrawal from his trust account and the issuing of this bank cheque. If the withdrawal is after midday 23rd November then he is clearly "Failing to comply with our instructions" which were confirmed by Mr Lebski's first fax. By now Mr Pearce is "Acting without instructions", in "Breach of Undertaking" which was to do nothing until hearing from our own lawyer. Further, he acted in clear "Conflict of Interest", "Mishandling of Money", "Failing to communicate", that he was going to proceed against our instructions, "Non-Release of File" and apparently taking the first step of "Illegal confiscation of Client Funds".

Refer to correspondence between Ray & Partners and AD Pearce requesting our file and cheque for all funds held including the \$3,700 sent from NZ separately. Initially, it appeared that Mr Lebski were 'doing something for us' but as week after week dragged by to Christmas and beyond, despair grew accordingly. Mr Pearce refused point blank to act. So in addition to all the above complaints we have to add "Delay" and "Duress". Pearce claims having searched the title and that document was forwarded to Mr Lebski who said that it showed no problems, and nothing to suggest that the house was an "illegal dwelling". After a number of requests, the Break O'Day Council finally inspected the property and the outcome of that is summarised on the letter of 17th December. [letters !!] Council would not issue a Certificate of Occupancy until the work specified was completed. It has been confirmed that none of the work done by the vendors had permits. Effectively, this means the Vendors wished us to complete a fraudulent contract and to take possession of a house that in fact is not a "dwelling". We had been assured that this house was the "best in the area".

We do not know why Council will not prosecute the owners for carrying out un-permitted work. Mr Pearce handled the Falcone's Purchase of the property in 1992, and would have known that substantial work had since been carried out. We are being asked to complete the purchase of a house that we cannot live in ! If Mr Pearce had searched diligently he would have discovered the lack of permits, yet he filled out the Requisitions falsely. We had been assured time and again that this was a quality dwelling. The Falcones were aware I knew permits were required because I had asked specifically.

The Estoppel doctrine applies where there is a misrepresentation of existing or past facts. The Falcones knew they needed permits, had not told the council and deceptively withheld the facts from us.

At no stage have we been told why our money will not be returned. Mr Pearce was holding our money "in trust" until we authorised him to complete the sale by signing the transfer documents. It is our money until the moment of handover at the vendors bank. The Vendors have a clear remedy in Section 8 of the contract. The matter is between the Falcones and us. Without authorisation the outcome has been anticipated in their favour. The Falcones have a property which they have since sold to a new purchaser. By what right do Mr Pearce and Archer Bushby refuse to hand back our money. The Falcones retain their property unconfiscated but we have effectively lost everything, we have no home, and no money. And we are unable to get relief from the judicial system. Lawyers have their code of ethics as well as fiduciary obligations to their clients. Virtually every one of these has been disregarded with us. Where is the equity in this state of affairs ?

Article 17 of The Universal Declaration Human Rights states:

[2] *"No one shall arbitrarily be deprived of his property"*;

All the funds withheld from us are our Property, and we are not to be deprived of them .

Mr Pearce was holding our property in trust and was to transfer the funds to the vendor on our instruction.

Our basic Human Rights have been clearly violated and yet the onus is on us to fight for our own property to be returned. Initially Mr Lebski stated to Mr Pearce that he would be reported to the Law Society and we asked that it be done but were finally told that he wasn't prepared to take action against another lawyer. Mr Lebski advised us to report Pearce to the Law society, but when we told him in January that we were going ahead, he just shrugged his shoulders. At that stage my wife & I were in no fit state to complain to the Law Society. We were in a state of deep shock which Mr Lebski was well aware of.

Early on we were told by Mr Lebski not so make a fuss since it was "only money" and it was a "lovely day outside". Yes, but it is all the money we have in the world and not to made light of. My wife and I have only now begun to emerge from the shock and realisation that our money has been illegally seized until a court order is made to release it..... Where is the court order to confiscate it in the first place ??

We understand that this will not be our final statement on this matter, but are confident that a speedy resolution can be reached by this SENATE ENQUIRY.

john Meyer & jill Dalrymple

John Meyer

THE HON. JOHN HOWARD PRIME
MINISTER OF AUSTRALIA
FAX 02 6273 4100

Friday, 8 September 2000

Dear Mr Howard,

Last year I signed a contract to purchase a property in Tasmania sight unseen having been persuaded by various misrepresentations of the vendors and Real Estate agents to purchase after viewing the property on the Internet. My wife and I travelled from New Zealand on the basis of these representations.

On viewing the property on arrival serious deficiencies were apparent and I refused to complete the contract. The solicitor in the matter, Mr Pearce, who was acting for both parties, refused to return the \$ 100,000 which I had sent from New Zealand by bank transfer to his Trust Account- The solicitor had advised both myself and my New Zealand lawyers that he would await instructions before disbursing any money from his Trust Account.

The solicitor then proceeded to remove the \$100,000 from his Trust Account and place the money in a single signatory account in his name "A D Pearce & Co" in Tasmanian Trustees Ltd- He did not place the money in a trust account in my name as his client. The accountant for the Tasmanian Trustees Ltd has advised me in writing that the company would issue a cheque payable to Mr Pearce or his legal firm on request. Therefore I consider the money to have been at risk since Mr Pearce removed the funds from his Trust Account and I also consider this to be a criminal action. As in *Regina v Ian Lewis Hunt* No 60100/95 Supreme Court New South Wales.

I have since requested that the Tasmanian Trustees Ltd freeze the money and they have now done so. However I wish to get my money out of Tasmanian Trustees as I need money to live on and I cannot get legal representation on the other contractual matter without any funds. My wife and I who gave up everything to come to Tasmania also need to buy a home to live in.

We have reported the matter of Mr Pearce's behaviour to the Law Society of Tasmania and various other bodies and the Law Society have rejected our request to investigate the lawyer's behaviour. The Police also refuse to intervene saying that there is no sufficient legislation in the Crimes Act to cover such misappropriation. We cannot go to Court to settle this matter of ownership of the money as our money has been misappropriated.

If we could go to the Banking Ombudsman we would be able to have this matter of ownership of the money resolved- However we have been told by the Banking Ombudsman that they have no jurisdiction over Tasmanian Trustees Ltd. The Australian Securities and Investments Corporation and the Consumer Affairs have no control over Tasmanian Trustees either. The Ombudsman of Tasmania says that he has jurisdiction over the state Public Trustee but has no jurisdiction over Tasmanian Trustees Ltd an organization which does much the same work as the Public Trustee.

I am writing to request that my matter be included in the proposed Federal Investigation into the Alwyn Johnson affair as I feel the issues raised by my matter are similar if not more serious. There is no legislation providing investor protection or dispute resolution over Tasmanian Trustees whereas all other banking organizations in Australia have some sort of oversight and consumer protection is available.

As well as including my matter in the Johnson investigation I would also like the widening of terms of reference of that inquiry in order to include the question as to why the legislative and administrative bodies and oversight bodies such as the Law Society cannot adjudicate or intervene in a matter such as this.

My wife and I are convinced that we are victims of a "systematic inadequacy" at STATE level in this matter.

Yours faithfully,

John Meyer & Jill Dalrymple

Please acknowledge receipt of this FAX as the matter has become extremely URGENT

Thursday, 10 August 2000

TO: ATTORNEY GENERAL (Tasmania)
Minister for Justice
Fax: 6331 1718

Attn: Hon. P. PATMORE

Sir,

I have been advised to refer to your notice that the Tasmanian Law Society Refuses to enforce or even investigate Tasmanian Lawyers who are acting In open defiance of their own code of practice.

We have already informed the Legal Ombudsman of the situation but she is Unable to do anything to restore justice. In fact she is not even able to reply In writing to our requests.

This blatant disregard for the Rule of Law must now be put before you For resolution.

Sincerely

John Meyer & Jill Dalrymple

"We see ourselves and each other through the medium of Law"

M.S. Ball. Professor of Law

"So the crucial question arises: which takes priority - the principles of responsible government or the principles of the **rule of law?**"
(Governor of Tasmania)

Attached are:

1. Conductdoc LEGAL PROFESSION ACT 1993

3 page sections detail misconduct and procedures for Law Society to investigate. NB. Bullets & Underlinings. **The Law Society are clearly in breach of their own regulations.**

2. TrustAcLdoc LEGAL PROFESSION ACT 1993 NB. See **Sect. 101. (4)** 1 page Details of rules regarding Trust Accounts.

Pearce received the \$100,000 for and on behalf of J. A. Meyer

3. Rules94.doc RULES OF PRACTICE 1994

3 page NB See **Money in Transit Div 9 Sect: 41**

There were no instructions to hand the money to the third party ! See also Conduct of business Div 4 Sect 10

FROM: John MEYER Ph/ Fax: 6343 6649
TO: The Governor of Tasmania Fax: 6234 2556

Dear Sir, a one page summary as Mr Manton requested on phone. I can fill in the gaps as you wish.

- Tasmanian Property advertised on Internet by Melbourne Real Estate Co
- Agreement to purchase signed August 1999, Melbourne & Auckland,
- Deposit \$5,000 sent to Land Agent, settlement 19-Nov-99
- For convenience(!) Vendor's Tasmanian lawyer retained as agent by our Auckland solicitor
- \$100,000 purchase price **sent by myself through my own bank** to Pearce's Trust account
- NB This transfer was **not** accompanied by instruction to settle
- Tasmanian Lawyer was to hold funds on our behalf until instructed to disburse.
- 22 Nov my wife & I flew to Launceston, Tasmania
- 23 Nov saw property for first time "in the flesh" Horror !!!!!!!
- 24 Nov met Pearce and stated we could not and would not complete the purchase
- 25 Nov We came back to Launceston and through local Law firm instructed Pearce to hand back money. He refuses to state why he cannot, will not return funds.
- After many instructions from our new lawyer Local council finally looked at property and immediately put Residency Ban on house.....
- Property has no permits at all, yet we had been assured all works had permits.
- A classic case of fraudulent misrepresentation, vendors and agent in it together
- In spite of repeated requests and demands Pearce refused to return our funds and the week before xmas 99 invested money into Tasmanian Trustees but not "in trust for me" as client. Fund owners are shown as two other law firms. Defined as "fraudulent misappropriation".
- For this exact offence a NSW lawyer was thrown into jail and lost his appeal unanimously
- We have reported Pearce to the Tasmanian Law Society but they say they cannot enforce the Tasmanian Legal Profession Act in our case (because we are NZers ?????)
- 20 March. Contacted NZ High Commissioner, Canberra to oversee Law Soc Investigation
- The matter has been raised with the Tasmanian Attorney General who is also Minister for Tasmanian Fair Trading and Consumer Affairs. He has implied on local TV we deserve to lose everything because we were so stupid. There is no Consumer Protection in Tasmania.
- The Premier of Tasmania has been informed that the Local council refuses to prosecute the owners for all the illegal work done. In the past they have been quite ruthless in bulldozing similar buildings. Local council is his portfolio and he refuses to act.
- Valuer General of Tasmania has been asked to show official valuation records... response ? Key lock placed on computer records, and written records removed from public access.
- The Legal Ombudsman IS informed and but "they can do nothing"
- ABC have broadcast our situation in their 7-30 Report, and the local Southern Cross TV
- The local newspaper has completely and deliberately misrepresented our story to show not one Tasmanian is at fault its all ours
- We have reported case to both Tasmanian State Police and Federal Police
- We have reported case to ACCC federal consumer protection, Tasmanian Consumer Affairs and Victorian Consumer Protection.
- Results ???? A conspiracy of "**systematic inadequacy**"
- "So the crucial question arises: which takes priority – the principles of responsible government or the principles of the rule of law?"

FAKED 25-5-2000

FROM: John A MEYER
ph/fax 6343 6649

TO: AUSTRALIAN COMPETITION & CONSUMER COMMISSION
Mr Peter CLEMES
Fax: 6234 7796

This is by way of initiating the action by the ACCC as discussed on the phone.

The Hon. Joe Hockey states clearly and emphatically in public that "consumers have adequate protection"; in fact the Government will enforce through the ACCC, consumer "Sovereignty". That is the intent and the promise, however the reality for my wife and I is the opposite.

At every turn we are confronted and hindered by "Systematic INadequacy."

I have included the relevant Faxes from Mr Pearce to our New Zealand lawyers

Our priority is to retrieve the \$100,000 confiscated by Mr Pearce and who is the subject of an enquiry by the Law Society. It is clear that he is offering a "Service" to us and is indicating that he will not disburse the moneys until instructed. He has not in any way been given an instruction to pay our money over to the Vendors but systematically refuses to return our money. The regulations are clear in the LEGAL PROFESSION ACT 1993 for both the Lawyer and the Law Society yet they are claiming they are unable to enforce the Regulations.

Reading the Faxes from Mr Pearce he is clearly deceiving and misleading us in respect of what he will do with the funds entrusted into his care.

Even if he did not "intend" to deceive us his subsequent actions leave us in no doubt.
HE HAS BECOME LIABLE TO BE RESTRAINED BY INJUNCTION AND PAY DAMAGES SINCE HIS ACTIONS HAVE INDEED MISLED AND DECEIVED US.
(Section 815.40 of Trade Practices Act)

He has systematically refused to answer any questions put by us through our Lawyers, he refuses to explain why he will not return the money.
The Law Society is Actively protecting one of their own by denying us any information in respect of their so-called enquiry.

1. We ask that the ACCC begin action against Mr Pearce for Misleading and Deceiving us
2. We ask that the ACCC begin action against the Law Society which has misled us as to their function of protecting the Consumer from "Serious Misconduct" by legal practioners. In respect of this, we expect that it will become a class action against the Law Society. We are not alone in being deceived by expecting their protection from malpractice.

We understand that these are the only the first two blows to be struck for Justice to be restored to its throne in Australia. We **proclaim and claim** "COMSUMER SOVEREIGNTY".....
Let the battle begin !!!!!

john Meyer & jill Dalrymple

FAXED 29-5-2000

FROM: John A MEYER
ph/fax 6343 6649

TO: AUSTRALIAN COMPETITION & CONSUMER COMMISSION
Mr Peter CLEMES
Fax: 6234 7796

As discussed, Attached are:

1. **Conduct.doc** LEGAL PROFESSION ACT 1993
sections detail misconduct and procedures for Law Society to investigate. NB. Bullets & Underlinings.
2. **TrustAc1.doc** LEGAL PROFESSION ACT 1993 NB. See **Sect. 101 . (4)**
Details of rules regarding Trust Accounts.
Pearce **received the \$100,000 for and on behalf of J. A. Meyer**
3. **Rules94.doc** RULES OF PRACTICE 1994
NB See **Money in Transit Div 9 Sect: 41**
There were **no instructions to hand the money to the third party !**
See also **Conduct of business Div 4 Sect 10**
4. **TasTrust.doc**

We are now into our 7th month, action must begin this week to bring Pearce to his senses !

Yours as Consumer Sovereign

john meyer

At the 2nd November call-over the Master decided that he would hear "All" Applications before him, in particular my application for Summary Judgement on Counter-claim, on the 30th November.

However, Mr Williams tried to raise his issue of Removal of Caveat (Misc. Matter) And I believe that the Master decided that he could raise his request during the next call-over set for 23rd November (today).

Now, it transpires that Mr Williams was not happy with the Master's decision and Went back to his office and faxed the Launceston Registry seeking an urgent hearing As to why the caveat should not be removed. Mr Williams claims that:

"The matter is ready for hearing". It is indeed not ready for hearing since I must be allowed the opportunity to add to my already sworn affidavit which I was forced to rush, in order to meet the deadline set by Justice Evans. Mr Williams did not ask me If I was ready and refuses to talk to me since I am not a lawyer. This is in spite of the fact that Justice Evans agreed with my query that both sides be in regular telephone contact. It is quite apparent that Mr Williams will not afford me any of the courtesy That he would to one of his brother lawyers, and in so doing is denying me full Opportunity to present my case fairly.

The facts of the case must stand or fall on their own merits and if the other side has a case to be answered then they have no reason to treat me with Contempt or with Attempts at legal sabotage and ambush.

This is one more sorry episode in the saga of UNprofessional conduct and denial of natural justice that my wife and I have had to suffer at the hands of Tasmanian lawyers. This shame must be atoned.

The courts are a Public Institution and so the "Public Perception" must be considered:

".....the public *perception* that lawyers can use their privileged position to their own advantage lowers not only the public respect for the profession,⁷ but more importantly, the public confidence in the legal system."

I therefore formally request that you apply for a full SENATE ENQUIRY.

I maintain that the lawyers, administrators, and the judges themselves, including The Master are all in Contempt of Court, and are conspiring to pervert the course of Justice!!

If an Enquiry is not conducted how can we be sure this sort of situation will not arise again and many more innocent people be abused by a process which has been infected

by criminality? This Procedural UNfairness is very contagious!!

This Travesty of Justice is to be conducted tomorrow FRIDAY 24th November. I ask that you consent to one of your own staff be allowed to attend and witness the Proceedings and give their report back to you.

Yours faithfully,

John Meyer

Application to Grant Summary Judgement for return of Funds

2. That on the 18th November 1999, A.D. PEARCE & Co was notified by WESTPAC BANKING CORPORATION that Account Number 037622 120778 at St HELENS BRANCH had been credited with \$100,216.47, Remitted by WESTPAC BANKING CORP WELLINGTON, NEW ZEALAND by ORDER of: Mr J. A. MEYER (Annex 'a')
3. That Mr A.D. Pearce invested \$100,216.47 in TASMANIAN TRUSTEES LTD Common Fund Account 228680 on 12th January 2000 without my authorisation. A.D. PEARCE & Co Was the sole signatory to the account and made "In Trust For ARCHER BUSHBY and RAE & Partners". The Account was NOT set up "In Trust for J. A. MEYER" as owner. ('b')
4. In so doing A.D. Pearce acted in open and deliberate defiance of my specific instructions to return the monies in full. I had unequivocally withdrawn all authorisation to deal with the monies in any way other than to return the same to me. These instructions were made By me through my then solicitors RAE & PARTNERS on numerous occasions between 25th November 1999 and 12 January 2000.]
5. RAE & PARTNERS assured the Applicant and his wife that the funds were secure in that All 3 law firms were co-signatories to the new account. Applicant & his wife were told that It would need 3 signatures to withdraw the money. In other words the funds were not 'at risk'. It transpired that this was a deliberate and fraudulent deception made by Rae & Partners.
6. Mr A.D. PEARCE has effectively misappropriated the funds. His action amounts to "Fraudulent Misappropriation" (See Regina v. Ian Lewis Hunt No 60100/95 N.S.W.)
7. Mr A.D. PEARCE has acted in violation of the Legal Profession Act 1993 § 101 : (4)
8. Mr A.D. PEARCE has acted in direct and deliberate "violation of the terms" on which he was authorised by myself to deal with the monies.
9. On 15 May 2000 TASMANIAN TRUSTEES LTD wrote to AD.Pearce & Co stating:
"..... We are on notice that you do not have authority from one of the potential owners Of the funds in question, to deal with the funds. " This effectively froze the funds in the said Account. (Annex c')
10. On the 20 & 26 June 2000 & 6 September 2000 I wrote to TASMANIAN TRUSTEES LTD claiming that J.A. MEYER Was the only legal owner of the funds. (Annexes 'd, e, & f')
11. On 26 June 2000, Shields Heritage wrote:
"As to your request that monies in the account be transferred to your own credit, Tasmanian Trustees are unable to take this step. To do so would be to treat you as the undisputed owner of the funds. For the reasons explained in our conversation on Friday, Tasmanian Trustees is unable to this conclusion" (Annex 'g')
12. On 31 July 2000. TASMANIAN TRUSTEES LTD wrote to confirm that the funds had In fact been 'at risk' to J.A. MEYER in that they would have issued all funds on instruction To "A.D. PEARCE & Co" who could have then cashed the cheque to his own account. In effect this letter confirms that the Account was indeed a 'Pseudo Trust Account". This was confirmed during conversation with Mr Dodds on 4 October 00. (Annex 'h')
13. As of the Hearing at Burnie Supreme Court on 3rd October 2000, the Plaintiffs no longer Seek Specific Performance of the contract. The contract to purchase property is effectively at an end yet Tasmanian Trustees persist in refusing to return my funds. (Annex 'i')
14. On 10 October 2000, TASMANIAN TRUSTEES LTD wrote that they intend to pay funds in said Account into the Supreme Court "at the expiration of 7 days. " (Annex 'j')
15. In the plaintiff Statement of Claim dated 29th August 2000 they state in 12(e). " In about July 2000 the Defendants's the solicitors, A.C. & Worsley, sent a letter to Tas. Trustees, then holding monies for the settlement of the purchase of the property on behalf of the Defendant, seeking return of the monies. " The plaintiffs are here admitting who owns the money, and in no way are registering any kind of claim on the funds. Yet in spite of this, Tas Trust & their lawyers refuse to acknowledge J.M's claim to the funds. The damages for breach of contract have to be awarded by a supreme court judge and are not to be pre-judged. At no stage have there been any others claimants for the funds. Tas Trust knew and did not restore the funds to J.A. MEYER. From 18th April to 22nd November Tas. Trust kept Meyer & Dalrymple on a string, sadistically enjoying their pathetic attempts to regain their lost funds.

Westpac Banking Corporation

ARBN 007 457 141
First Bank in Australia

LOCKED BAG 5100
PARRAMATTA NSW 2124
Telephone No : 131032
Fax No : 02 9806 4100

18th November 1999

CREDIT ADVICE CONFIRMATION

We have today received AUD 100222.47 and credited account number 037622 120778 at our ST. HELENS Branch with AUD 100216.47.

We have deducted our Commission of AUD 6.00.

100,216.47

Beneficiary's Details: A D PEARCE AND CO TRUST ACCOUNT

Remitting Bank and Branch: WESTPAC BANKING CORPORATION
WELLINGTON

By Order of: MR J A MEYER

Should you have any query regarding this transaction, please call or write quoting our reference number 2IPITTI 009730 in all correspondence.

a

a

P.O. BOX 49, SWANSEA TOTAL \$

15	00
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**TASMANIAN
TRUSTEES**
Planning a better future

A D Pearce & Co
ITF Archer Bushby & Rae and Partners
Po Box 49
SWANSEA TAS 7190

INVESTMENT ADVICE

Account No. 22868000 Holding No. 1
Please quote in all correspondence or enquiries
Holding Name

This is to certify that on 12 JAN 00 A D PEARCE & CO ITF ARCHER BUSHBY & RAE & PARTNERS invested the sum of \$100,216.47 to the Tasmanian Trustees Limited - At Call Common Fund making a total investment of \$100,216.47.

This new investment is made in accordance with the terms of the application made.

Date of issue 12 JAN 00

K K Preece
MANAGER


.....
Authorised Officer

AT CALL COMMON FUND REQUEST FOR REDEMPTION

We hereby request redemption of \$..... being part/whole of the investment described in this investment advice.

Make cheque payable to and Post/Hold/Bank

Bank details being Bank BSB No. Account No.

Requested date for redemption :-

Signed.....

A D PEARCE & CO ITF ARCHER BUSHBY & RAE & PARTNERS

Account No. 22868000

Holding No. 1

Holding Name

b

Please ensure the redemption is completed in accordance with your signing authorities.

TASMANIAN TRUSTEES LIMITED

ACN 009 475 629

Shop 1 Ellis Court
Reibey Street
Ulverstone 7315
Phone (03) 6425 2180
Fax (03) 6425 4407

153 Collins Street
Hobart 7000
Phone (03) 6223 2233
Fax (03) 6224 0130

Head Office
23 Paterson Street
Launceston 7250
Phone (03) 6331 3044
Fax (03) 6334 0353

17 Cattley Street
Burnie 7320
Phone (03) 6431 2877
Fax (03) 6431 6881

"Bass House"
Cnr. Best and Edward Sts
Devonport 7310
Phone (03) 6424 6311
Fax (03) 6423 1190



TASMANIAN TRUSTEES

Planning a better future

for ~~6334 0353~~
6334 8179

Our Ref:

GD:JAH

15 May 2000

6331-3044

FAX NO. 6257 8465

Messrs A D Pearce & Co
Barristers & Solicitors
PO Box 49
SWANSEA TAS 7190

C1

Attention: Mr Arthur Pearce

Dear Sirs

Re: A D Pearce & Co In Trust for Rae & Partners & Archer Bushby
At Call Common Fund Account No. 228680

We apologise for the delay in replying to your correspondence of 11th May, 2000, however we felt it prudent to refer your request to our Solicitors prior to responding.

Our Solicitors have advised that they believe Tasmanian Trustees Limited will be at risk if we act on any request received by you to pay the balance of the above account to the Supreme Court of Tasmania.

Their rationale is based on the premise that the funds are held on trust for the parties involved in the 155 Lower German Town Road property transaction and that one of the parties thereto have informed us that they do not consent to the withdrawal of funds.

Accordingly they believe that we are on notice that you do not have authority from one of the potential ultimate owners of the funds in question, to deal with the funds.

TASMANIAN TRUSTEES LIMITED

ACN 309 475 629

Shop 1 Ellis Court
Reibey Street
Ulverston 7215

153 Collins Street
Hobart 7000

Head Office
23 Paterson Street

17 Cattle Street

"Bass House"
Cnr. Best and Edward Sts

- 2 -

Our Solicitors have suggested that we refer their advice to you and invite your comments. Therefore we enclose a copy of their advice in full for your information.

Please note that we do not wish to "take sides" in any way in this dispute, nor do we believe that we are qualified to attempt to resolve it. We believe that we must however act in the best interests of our investors as a whole.

We look forward to receiving your response in due course.

Yours faithfully

G Dodds
ACCOUNTANT

Handwritten signature of G. Dodds, consisting of a stylized 'G' and 'D'.

ROBERT JOHN DALSHESH
ATHOL MARK JANSOM
CHRISTOPHER KEITH CHALMERS
JACINTA MARIE FRENCH
MURRAY RUSSELL CHAMBERS
KENNETH JOHN STANTON
PATRICK JOHN SULLIVAN - CONSULTANT



33 CAMERON STREET,
LAUNCESTON, TASMANIA 7250,
AUSTRALIA
P.O. BOX 117, LAUNCESTON,
TASMANIA 7250
AUSDOC: DX 70123
TELEPHONE: (03) 6331 3844
FACSIMILE: (03) 6334 0351
Email: shields@vision.net.au

BARRISTERS AND SOLICITORS
ESTABLISHED 1837

15 May, 2000

Fax 6334 0351

Our ref 002247
Your ref

6331 3844

Tasmanian Trustees Limited
DX 70105
LAUNCESTON

ATTENTION: GEOFF DODDS

Dear Sirs,

Re: A.D. Pearce & Co.

We refer to our discussions on Friday. We confirm that we consider that you are at risk if you act in relation to the moneys deposited on instructions from Mr Pearce.

The reason for this advice is that you have notice that the money Mr Pearce has lodged with you is ultimately held on trust for the parties involved in the property transaction in respect of the property at 155 Lower German Town Road, St Marys. We also understand that you have notice from one of the parties to that transaction that they do not consent to you releasing the money to Mr Pearce for the purpose of paying it to the Supreme Court.

On that basis you have notice that Mr Pearce does not have authority from one of the potential ultimate owners of the money deposited with you to deal with the money deposited. In that situation you are at risk if you deal with the moneys at Mr Pearce's direction.

If any party is to take steps to pay the money to the Supreme Court, you are the appropriate party to do so. If you choose to do so you will need to make an application to the Supreme Court and then pay the money to the Court in the course of that application.

We suggest that you refer this advice to Mr Pearce and invite his comments.

Yours faithfully,
SHIELDS HERITAGE

C.K. CHALMERS

JOHN ANDREW MEYER
1 / 100 HIGH ST.
LAUNCESTON.
Ph/Fax 6343 6649

TUESDAY 20 JUNE 2000

TASMANIAN TRUSTEES LTD
LAUNCESTON

Attention: Mr G. DODDS

I hereby claim that I am the legal owner of all the monies in Common Fund Account 228680.

Mr A.D. Pearce deposited this money without my authorisation and so has effectively misappropriated the funds. His action amounts to "Fraudulent Misappropriation" (See Regina v. Ian Lewis Hunt)

1. Pearce has acted in violation of the Legal Profession Act 1993 § 101 : (4) (attached)
2. Pearce has acted in direct and deliberate "violation of the terms" on which he was authorised by myself to deal with the monies. (See his faxes to Davies Law N.Z.)
3. In addition Pearce acted in open and deliberate defiance of my specific instructions to return the monies in full. I unequivocally withdrew all authorisation to deal with the monies in any way other than to return the same to me. (See Ray & Partners Letters).

I hereby request that all monies in this account be transferred to my own credit forthwith.

I thank you for your continued cooperation,

Yours sincerely,

john a. meyer



JOHN ANDREW MEYER
1 / 100 HIGH ST.
LAUNCESTON.
Ph/Fax 6343 6649

MONDAY 26 JUNE 2000

TASMANIAN TRUSTEES LTD
LAUNCESTON

Attention: Mr G. DODDS Fax: 6334 8179
CC : Mr C K CHALMERS Fax: 6334 0351

IN THE STRICTEST CONFIDENCE

I hereby REAFFIRM my claim that I am the ONLY legal owner of all the monies in Common Fund Account 228680.

There are no other claims to the funds.

The letter from Shields Heritage dated 15 May 2000 is in the hands of ALL parties. No-one has laid claim to the funds except myself.

Mr Pearce has not even had the grace to respond to your invitation to comment. Neither Ray & Partners nor Archer Bushby are involved with either of their former clients. Mr Pearce refuses to state what his relationship to the funds is.

I repeat no-one has laid claim to the money except myself, and Mr Pearce's continued silence is testimony as to my rightful ownership. They have had ample opportunity.

I formally request that no further contact be made to the other parties by the Tasmanian Trustees or by their solicitors.

I also formally request that the funds remain with Tasmanian Trustees until this matter has been resolved.

I hereby request that all monies in this account be transferred to my own credit forthwith.

Once again, I thank you for your continued cooperation,

Yours sincerely,

john a. meyer



JOHN ANDREW MEYER
1 / 100 HIGH ST.
LAUNCESTON.
Ph/Fax 6343 6649

Wednesday, 6 September 2000

TASMANIAN TRUSTEES LTD
LAUNCESTON

Attention: Mr G. DODDS Fax: 6334 8179

IN THE STRICTEST CONFIDENCE

I hereby REAFFIRM my claim that I am the ONLY legal owner of all the monies in Common Fund Account 228680.

There are no other claims to the funds.

On Tuesday 5th September I was served a writ for specific performance. In the particulars Of the Statement of Claim I quote the following:

“(e) In about July 2000 the Defendant's then solicitors, Abetz Curtis & Worsley, sent a letter to Tasmanian Trustees, then holding monies for the settlement of the purchase of the property on behalf of the Defendant, seeking return of the monies.”

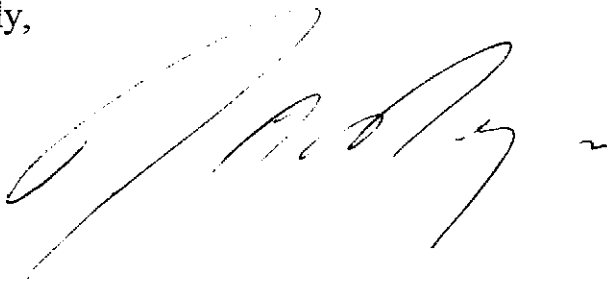
Nowhere in their writ do the vendors claim any right to the funds. In fact here in point (e) They are acknowledging that Tasmanian Trustees are holding the money solely on my Behalf.

I hereby request that all monies in this account be transferred to my own credit forthwith.

Once again, I thank you for your continued cooperation,

Yours sincerely,

john a. meyer



ROBERT JOHN DALGLEISH
ATHOL MARK SANSON
CHRISTOPHER KEITH CHALMERS
JACINTA MAREE FRENCH
MURRAY RUSSELL CHAMBERS
KENNETH JOHN STANTON
PATRICK JOHN SULLIVAN - CONSULTANT

SHIELDS HERITAGE

BARRISTERS AND SOLICITORS
ESTABLISHED 1837

53 CAMERON STREET,
LAUNCESTON, TASMANIA 7250,
AUSTRALIA
P.O. BOX 187, LAUNCESTON,
TASMANIA 7250
AUSDOC: DX 70123
TELEPHONE: (03) 6331 3844
FACSIMILE: (03) 6334 0351
Email: shields@vision.net.au

26 June, 2000

Our ref 002247
Your ref

Mr J.A. Meyer
1/100 High Street
LAUNCESTON Tas 7250

Dear Mr Meyer,

Re: A.D. Pearce & Co

Your letter of the 26th June, 2000 to Tasmanian Trustees Limited has been referred to me.

We acknowledge your request that no further contact be made with other parties by Tasmanian Trustees Limited or by their solicitors. At this stage Tasmanian Trustees does not intend contacting any other party. However if circumstances arise where they consider it necessary or desirable to do so, their right to make enquiries about the funds of any person is unrestricted.

We note your request that the funds remain with Tasmanian Trustees Limited until this matter has been resolved. Once again Tasmanian Trustees will keep the matter under review. Tasmanian Trustees may decide that the appropriate course is to pay the monies to Court. If they do so you will be notified before the payment is made.

As to your request that monies in the account be transferred to your own credit, Tasmanian Trustees are unable to take this step. To do so would be to treat you as the undisputed owner of the funds. For the reasons explained in our conversation on Friday, Tasmanian Trustees is unable to reach this conclusion.

Yours faithfully,
SHIELDS HERITAGE


C.K. CHALMERS

tastrustees.pearce

HOBART OFFICE: 50 VICTORIA STREET, HOBART, TASMANIA 7000, AUSTRALIA. P.O. BOX 164B HOBART, TASMANIA 7001, AUSTRALIA
AUSDOC: DX204. TELEPHONE: (03) 6223 8055 FACSIMILE: (03) 6223 8985

KINGSTON OFFICE: 2 CHANNEL COURT, KINGSTON, TASMANIA 7050. P.O. BOX 474 KINGSTON, TASMANIA 7050.
AUSDOC DX70852 KINGSTON. TELEPHONE: (03) 6229 1011 FACSIMILE: (03) 6229 1204



TASMANIAN TRUSTEES

Planning a better future

Our Ref:

GWD:RR

Your Ref:

31 July, 2000

Mr J. Meyer,
1/100 High Street,
LAUNCESTON, TAS. 7250.

NB!

Dear Mr Meyer,

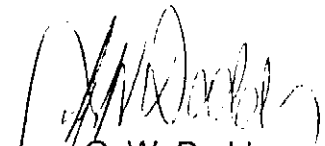
As requested we advise that upon receipt of signed written instructions from the authorised signatory/signatories to an account, Tasmanian Trustees Limited would comply with the withdrawal provisions contained in such instructions.

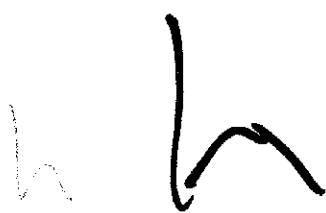
In circumstances where an investor account is styled "John Smith & Co. in Trust for ABC & XYZ", Tasmanian Trustees Limited would be prepared to comply with authorised withdrawal instructions by issuing a cheque payable to either: "John Smith & Co"; or "John Smith & Co in Trust for ABC & XYZ".

It should be noted that when Tasmanian Trustees Limited is put on notice that an authorised signatory may no longer be entitled to deal with the deposited funds, legal advice is obtained prior to effecting any withdrawal.

For your information we enclose a copy of the redemption provisions contained in the prospectus relating to our Common Funds.

Yours faithfully,


G. W. Dodds,
ACCOUNTANT.



GUNSON, PICKARD & HANN
BARRISTERS & SOLICITORS
SIXTH FLOOR,
152 MACQUARIE STREET, HOBART, TASMANIA, 7000

DAVID WHITFIELD HANN, LL.B.
DAVID JOHN GUNSON, LL.B.
TIMOTHY JOHN WILLIAMS LL.B.

Associates:

ELISE N. NYLANDER, LL.B.
MARICA DUVNJAK, B.A., LL.B.
ANDREW R. MCKEE, B.A., LL.B.

Incorporating CLYDE GIBSON & CO., 104 HIGH STREET, OATLANDS

POSTAL ADDRESS:

GPO BOX 343D

HOBART 7001

EMAIL: gph@netspace.net.au

FAX: (03) 6223 8283

OX: 116 HOBART

TELEPHONE:

HOBART: (03) 6223 6190

OATLANDS: (03) 6254 1105

TJW:JAB

4th October 2000

Mr J A Meyer
1/100 High Street
LAUNCESTON 7250
Facsimile No 6343 6649

Dear Mr Meyer

re: **Falcone & Anor v Meyer**

I refer to our telephone conversation of this morning.

I confirm that the Plaintiffs will not be pursuing a claim for specific performance but will be reselling the property and claiming damages from you.

Yours faithfully
GUNSON PICKARD & HANN

per: 

T J WILLIAMS
JAB T.W:FALCONE MEYER





FAXED

TASMANIAN
TRUSTEES

Planning a better future

OUR REF:
JF/DS

10 October, 2000

Mr John Meyer
1/100 High Street
LAUNCESTON TAS 7250

Facsimile No. 63 43 2553

Dear Sir

"At Call" Common Fund Account Number 228680

We refer to recent discussion and telephone conversation of 10th October 2000 and confirm Tasmanian Trustees will pay all funds held in the above account to the Supreme Court of Tasmania at the expiration of seven days.

Yours faithfully



J Fletcher

COMPANY SECRETARY

HOCKEY ACTS TO PROTECT ONLINE CONSUMERS

The Minister for Financial Services & Regulation, Joe Hockey today unveiled a policy framework for online consumer protection that will empower Australians to be at the forefront of global online commerce.

"As Minister with responsibility for consumer affairs, I am committed to providing adequate consumer protection on the Internet. We want to develop a consumer protection regime for e-commerce that will empower Australians to be at the forefront of global commerce, both as online consumers and as online traders," the Minister said.

"I want Australia to establish a reputation around the world as a centre of excellence in consumer protection that will make it an attractive location for companies and consumers to do business."

"The Government's philosophy of consumer sovereignty is that consumers, when equipped with the right information, are in the best position to make their own decisions. The Internet gives consumers almost limitless choice. We need to make sure that consumers have a safe environment in which to take full advantage of that choice."

The Government is also looking to international collaboration on consumer protection issues and to continued consumer education measures.

"Research indicates that while the number of Australians using the Internet is increasing rapidly, few people are using it to make purchases. These statistics highlight the need to develop a consumer protection environment that will increase consumers' confidence in buying online," the Minister said.

CONSUMER DISPUTES RESOLUTION SCHEME DIRECTORY RELEASED

The Minister for Financial Services & Regulation, Joe Hockey, today released the fourth edition of the Directory of Consumer Dispute Resolution Schemes and Complaint Handling Organisations.

"The directory is part of the Government's ongoing commitment to consumer sovereignty and to making sure consumers and business have the information they need to be effective participants in the marketplace," the Minister said.

The directory's release is part of the Government's celebration of National Consumer Day, which happens each year on the last Thursday in October.

"The directory continues to be a practical reference guide for individual consumers and organisations that advise consumers and small business.

"It includes contact details and background information on a wide range of dispute resolution schemes and complaint handling organisations, as well as State and Territory fair trading/consumer affairs agencies and industry associations."

"Redress is a key part of consumer sovereignty – the Government's philosophy on consumer affairs," the Minister said.

"I am pleased with the overall performance of the available consumer redress mechanisms in Australia. The availability of effective redress is essential if we are to encourage consumer sovereignty, forcing industry to ensure high standards of information disclosure, customer service and product quality.

"Through the Ministerial Council on Consumer Affairs and the Department of Treasury, I will be working with jurisdictions and industry dispute schemes on the implementation of the study's recommendations.

The report is consistent with the Government's support for industry self-regulation and follows on from other recent reports, including the Prescribing Codes Guideline, which identifies the limited circumstances in which the Minister for Financial Services & Regulation will consider prescribing a code under the Trade Practices Act 1974.

Consumer protection

The objective of consumer protection law is to strengthen the position of consumers in their everyday dealings with suppliers of goods and services - who often have stronger bargaining positions.

Consumer protection regulation helps offset factors that often stop consumers getting the benefits of competitive markets. Such factors can include what economists call 'market failures', particularly those that result from unequal access to the information or bargaining power needed to deal equally with suppliers.

It can also help ensure that consumers are not unfairly taken advantage of in markets that are not competitive.

In enforcing the consumer protection provisions of the Act the ACCC focuses on industry-wide conduct and conduct that affects large numbers of consumers, to achieve outcomes that make the most effective use of its resources.

Main features

The consumer protection provisions prohibit unfair practices such as: misleading and deceptive conduct; false representations; misleading statements; harassment and coercion;

Consumer (and many business) transactions are automatically given warranty protection by the law, whether or not suppliers give their own warranties or guarantees. This protection includes the right to refund if goods are defective.

All States and Territories have their own fair trading laws which mirror or partly mirror these provisions.

IN THE ABSENCE OF SELF-
PERSUASIVE JUSTICE,
LAW BECOMES THE
SYSTEMATIC,
DEGENERATIVE BRUTE
FORCE OF THE
POWERFUL !!!!!!!

THE LAW

The Law is neither the Lawyer's own, nor the Judge's own, and not even The Parliament's (Legislative Government's) own

The Law is detached from its authors at birth and goes about the world beyond The Parliament's power to intend about it or control it.

The Law belongs to the public.

The Law is embodied in language, the peculiar possession of the public, and it is about the human being, an object of public knowledge.

What is said about the Law is subject to the same scrutiny as any statement in the Pure, Applied, or Human Sciences.

The concept of The Law as belonging to the public because language is public marks a significant departure from all normal theory, even though in this formulation it may not be easily Understood.

à tort et à travers . [Fr. = wrongly and across.] At random, haphazardly.
without fixed principle.

Legal Profession Act 1993

"**professional misconduct**" includes conduct on the part of a practitioner which results in -

- (a) a contravention or failure to comply with -
 - (i) any provision of this Act or any regulations, rules or by-laws made under this Act; or
 - (ii) any terms and conditions imposed under this Part; or
- (b) fiduciary default; or
- (c) any serious neglect or undue delay; or
- (d) the charging of excessive fees or costs; or
- (e) consistent or substantial failure to reach reasonable standards of competence and diligence;

"**unprofessional conduct**" includes -

- (a) professional conduct that falls short of a standard of conduct that a member of the public is entitled to expect of a practitioner of good repute and competency; and
- (b) conduct of a kind referred to in paragraphs (c), (d) and (e) of the definition of "professional misconduct" but of a lesser degree of seriousness.

Complaints

57. (1) Any person or the Society may make a complaint against a practitioner.

- (2) A complaint -
 - (a) is to be made in writing; and
 - (b) is to contain particulars with respect to the matter complained of; and
 - (c) is to identify the person against whom the complaint is made and the person making the complaint; and
 - (d) if compensation is claimed, is to specify to the best of the applicant's knowledge any pecuniary loss incurred; and
 - (e) is to be lodged with the Executive Director of the Society.
- (3) The Executive Director is to take all reasonable steps to ensure that a person who wishes to make a complaint is given such assistance as is necessary to enable that person to make the complaint in accordance with this section.
- (4) On receipt of a complaint, the Executive Director is to -
 - (a) make a record of the date on which the complaint was received; and
 - (b) furnish a copy of the complaint to the Legal Ombudsman.

.....
(7) For the purposes of subsection (6), the Council may authorize a person to -

- (a) take and retain possession of any documents or records required to be produced; and
- (b) inspect, make copies of, or take extracts from, such documents or records; and
- (c) enter and remain on premises for the purposes of this subsection.

(8) If a practitioner fails without reasonable excuse to comply with a notice, the Council may make an application under section 72 in relation to that failure.

P.T.O.

(9) A practitioner must not claim professional privilege as a reason for failure to comply with a notice except with the written consent of the person to whom the professional privilege relates.

• (10) In respect of complaints relating to fiduciary defaults, the Council, at the request of a complainant, must provide the complainant with -

(a) full details of -

(i) the progress of the investigation into the matter; and

(ii) the person or persons conducting the investigation; and

(iii) the documents and records being examined; and

b) copies of any documents, records or reports relating to the investigation free of charge.

Compulsory conferences

59. (1) At any time after receiving a complaint, the Council may require parties to a complaint to attend a conference to settle such part of the complaint that, in the opinion of the Council, may be settled between the parties.

(2) A practitioner who is required to attend a conference must comply with that requirement.

(3) The Council may make an application under section 72 in relation to a practitioner who fails without reasonable excuse to comply with subsection (2).

(4) If a party to a complaint, other than a practitioner, fails to attend a conference without reasonable excuse, the Council may dismiss the complaint.

(5) If the parties to a complaint agree to settle, the Council may make any of the determinations specified in section 61(2)(c), (d), (e) or (f).

(6) The making of a determination by the Council does not affect the power of the Council to investigate or hear any part of a complaint relating to the unprofessional conduct of a practitioner in respect of which a determination may be made under section 61(2).

(7) The making of a determination by the Council for compensation to be paid in respect of pecuniary loss suffered by a person does not affect the right of that person to recover damages for that pecuniary loss in any other proceedings but any compensation so payable is to be taken into account in any damages awarded in those proceedings.

(8) If the parties to a complaint do not agree to settle any matter, the Council is to hear the matter under section 60.

Prohibition on withdrawal of certain property

109. (1) If the Council thinks it is necessary to do so to protect money or other property belonging to a person, it may cause a notice in writing to be served -

(a) on the manager of an authorised deposit-taking institution in which a firm or legal practitioner corporation keeps a trust financial institution account prohibiting the authorised deposit-taking institution from permitting a withdrawal from, or any other dealing with, that account (other than a deposit of money into that account) unless the Supreme Court otherwise orders; and

(b) on a person who holds on behalf of a firm or legal practitioner corporation any property (not being money in that trust financial institution account) prohibiting any dealing with that property unless the Supreme Court otherwise orders.

(2) A notice takes effect immediately it is served and remains in force until -

(a) it is revoked under subsection (4) or section 110(2)(c); or

(b) it is varied under section 110(2)(b).

(3) A person who fails to comply with a notice is guilty of an offence and is liable on summary conviction to a fine not exceeding 100 penalty units.

Default order and Court fund

111. (1) The following persons may apply to the Supreme Court for an order declaring a firm or legal practitioner corporation to be in default:

(a) the Society;

(b) a person who claims to have suffered loss or incurred liability of a kind referred to in section 112 as a result of a fiduciary default;

(c) a firm or legal practitioner corporation who -

(i) has paid money to a person referred to in paragraph (b); or

(ii) has incurred liability as a result of a fiduciary default.

(2) If a default order is made, a Court fund is to be established in the Supreme Court.

(3) If a Court fund is established in respect of a firm or legal practitioner corporation, a right to claim against the firm or legal practitioner corporation is a right to claim against that Court fund.

(4) If a Court fund is established in respect of a firm or legal practitioner corporation, the Supreme Court may make any order specific

"fiduciary default" means -

(a) a defalcation, misappropriation or misapplication of money or other property held on trust by a legal firm or legal practitioner corporation; or

(b) the failure of a firm or legal practitioner corporation to account for that money or property held on trust by that firm or legal practitioner corporation;

P.T.O.

Legal Profession Act 1993

Trust accounts

101. (1) A firm or legal practitioner corporation must establish and maintain in an authorised deposit-taking institution in Tasmania at least one account to be called a trust financial institution account.

(2) A trust financial institution account is to be operated in accordance with the Rules of Practice made under this Act.

(3) Subject to subsection (5), any money received by a firm, a member of a firm or by a member of a legal practitioner corporation, as a stakeholder is to be paid into the trust financial institution account of the firm or legal practitioner corporation until disbursed in accordance with the terms of any agreement entered into by any person for that purpose.

* (4) Subject to subsection (5), any money received for or on behalf of any person by a firm, a member of a firm or a member of a legal practitioner corporation is to be paid into the trust financial institution account of the firm or legal practitioner corporation until paid or disbursed as that person may direct.

(5) Any money received for or on behalf of a person by a firm or a member of a legal practitioner corporation is not required to be paid into the trust financial institution account if the person on whose behalf the money is received has given a written direction -

(a) that the money is not to be paid into the trust financial institution account; and

(b) is to be disbursed in accordance with the direction.

1858 Ld. St. Leonards Handy-bk. Prop. Law iv. 20 Where the deposit is directed to be paid to the auctioneer, he is entitled to retain it until the contract is completed, because he is considered as a **stakeholder** or depositary. OED

"fiduciary default" means -

(a) a defalcation, misappropriation or misapplication of money or other property held on trust by a legal firm or legal practitioner corporation; or

(b) the failure of a firm or legal practitioner corporation to account for that money or property held on trust by that firm or legal practitioner corporation;

* N.B. Pearce received the \$100,000 for and on behalf of J. A. Meyer

Rules of Practice 1994

Division 4 - Relationship and dealings between practitioner and client

Conduct of business

10. (1) A practitioner must do his or her best to complete a client's business -

- (a) in a competent manner; and
- (b) within a reasonable time.

(2) A practitioner must inform a client of all significant developments in that client's matter unless the client has instructed otherwise.

Disclosure of information and interest

11. (1) A practitioner must not disclose any information obtained in the course of handling a client's matter without the consent of the client other than to the administrator of a scheme relating to legal assistance in accordance with rule 16.

(2) A practitioner must disclose to a client -

(a) any interest that the practitioner has in any transaction in which he or she is acting for that client; and

(b) any matter which may reasonably be regarded as a conflict of interest on the part of the practitioner.

(3) Unless the client otherwise instructs, a practitioner must cease to act for a client if -

(a) that practitioner has an interest in the transaction in which the practitioner is acting for that client; and

(b) that interest is adverse to the interests of the client.

Acting for more than one party

12. [Rule 12 Substituted by S.R. 1995, No. 176, Applied: 27 Dec 1995] (1) A practitioner may act for more than one party to any proceedings or transaction.

(2) A practitioner must not accept instructions from more than one party to any proceedings or transaction unless the practitioner is satisfied on reasonable grounds that -

(a) each of the parties is aware that the practitioner intends to act for another party or parties; and

(b) each of the parties is aware that as a result of acting for more than one party -

(i) the practitioner may be prevented from disclosing to any one of those parties the full knowledge that the practitioner has of matters relevant to the proceedings or transaction; and

(ii) the practitioner may be prevented from giving advice to any one of those parties if that advice is contrary to the interest of any other party; and

P.T.O.

(iii) the practitioner must cease to act for all parties if the practitioner determines that he or she is not able to continue to act for all parties without acting in a manner contrary to the interests of one or more of those parties; and

(c) each of the parties, with full knowledge of the matters referred to in paragraph (b), has consented to the practitioner acting for more than one party.

(3) A practitioner who is acting for more than one party to any proceedings or transaction must immediately cease to act for all parties if that practitioner determines that he or she is not able to continue to act for all parties without acting in a manner contrary to the interests of one or more of those parties.

Division 8 - Withdrawals from and payments to trust bank account

Withdrawal of money

37. (1) A firm must not withdraw money from a trust bank account for or on behalf of a client unless -

(a) money amounting to at least the amount withdrawn is held in that account at the time of that withdrawal -

(i) in the trust bank account to the credit of that client; or

(ii) in the possession of the firm for payment into the trust bank account to the credit of that client; or

(iii) in the trust bank account identifiable by details recorded in the trust ledger account as being money to which that client is entitled; or

(b) that withdrawal arises from the debiting of a cheque which has been properly used to obtain a bank cheque on behalf of that client while that bank cheque remains in the possession of the firm pending its proper disposition.

(2) A firm must not retain a bank cheque drawn under subrule (1) for a period exceeding 2 banking days.

Receipt of money

38. A firm receiving money that is to be paid into that firm's trust bank account in accordance with section 101 of the Act must -

(a) record details of that money in the trust ledger account; and

(b) pay that money into the trust bank account before the end of the next banking day.

Payment of costs and expenses

39. A firm may -

(a) withdraw from the trust bank account any money held in the trust bank account for or on behalf of a client, if the withdrawal does not cause a debit balance in that client's account in the firm's trust ledger account; and

(b) apply that money to its own use, either -

- (i) in payment of any costs owing to the firm by a client; or
- (ii) in reimbursement of any out of pocket expenses incurred by the firm on behalf of a client.

Limit on withdrawal of money

40. (1) A firm must not withdraw any money in excess of \$100 from a client's account in the trust ledger account except -

- (a) with an authorization in writing from the client; or
- (b) in accordance with an account, bill of costs, letter, statement or memorandum posted to the client within a reasonable time to the client's last known address.

(2) A copy of every account, bill of costs, letter, statement or memorandum referred to in subrule (1) must be kept by the firm for at least 2 years.

(3) Subrule (1) does not apply to money received by a firm for costs.

Division 9 - Money in transit

Money in transit

41. A firm that receives money from another person with instructions to pay or endorse and deliver it to a third person must comply with those instructions -

- (a) before the end of the next banking day or as soon as practicable after the next banking day;
- or
- (b) no later than the day authorized by the person from whom the money was received, if that day is later than the next banking day.

Money in transit ledger

42. (1) [Rule 42 Subrule (1) substituted by S.R. 1995, No. 176, Applied:27 Dec 1995] A firm must maintain a ledger in respect of money to which rule 41 applies.

(2) A firm must ensure that the following details are recorded in a ledger within 7 days of the receipt of the money:

- (a) the name of the person from whom the money was received;
- (ab) [Rule 42 Subrule (2) amended by S.R. 1995, No. 176, Applied:27 Dec 1995] the name of the person on whose behalf the money was received;
- (b) the amount of money received;
- (c) the form in which the money was received;
- (d) the date of receipt of the money;
- (e) the name of the person to whom the money is to be paid or endorsed and delivered;
- (f) the day on which the money is to be paid or endorsed and delivered, if it is later than the next banking day;
- (g) the word "paid", when that money is paid or endorsed and delivered.

(3) [Rule 42 Subrule (3) inserted by S.R. 1995, No. 176, Applied:27 Dec 1995] A firm must provide a statement of account in respect of each ledger to the person on whose behalf the money was received -

- (a) within 28 days of receipt of the money; or
- (b) if it is unreasonable or inappropriate to do so within that period, as soon as practicable.

ROBERT JOHN DALGLEISH
ARTHUR MARK SANSON
CHRISTOPHER KEITH CHALMERS
JACINTA MAREE FRENCH
MURRAY RUSSELL CHAMBERS
KENNETH JOHN STANTON

PATRICK JOHN SULLIVAN - CONSULTANT

SHIELDS HERITAGE

53 CAMERON STREET,
LAUNCESTON, TASMANIA 7250,
AUSTRALIA
P.O. BOX 187, LAUNCESTON,
TASMANIA 7250
AUSDOC: DX 70123
TELEPHONE: (03) 6331 3844
FACSIMILE: (03) 6334 0351
Email: shields@vision.net.au

BARRISTERS AND SOLICITORS
ESTABLISHED 1837

23 November, 2000

Our ref KJS:NCB:2247
Your ref

Mr J.A. Meyer
1/100 High Street
LAUNCESTON Tas 7250

Dear Sir,

Falcone

We *enclose* as and by way of service Notice of Payment into Court pursuant to Section 48 of the Trustee Act 1898 in accordance with Rule 794(2) of the Supreme Court Rules 2000.

Yours faithfully,
SHIELDS HERITAGE



K.J. STANTON
Encl.

Tas. trust 2247 - R&P ltr

HOBART OFFICE: 50 VICTORIA STREET, HOBART, TASMANIA 7000, AUSTRALIA. P.O. BOX 164B HOBART, TASMANIA 7001, AUSTRALIA
AUSDOC: DX204. TELEPHONE: (03) 6223 8055 FACSIMILE: (03) 6223 8985

KINGSTON OFFICE: 61 CHANNEL COURT, KINGSTON, TASMANIA 7050. P.O. BOX 474 KINGSTON, TASMANIA 7050.
AUSDOC DX70852 KINGSTON. TELEPHONE: (03) 6229 1011 FACSIMILE: (03) 6229 1204

IN THE SUPREME COURT OF TASMANIA
LAUNCESTON DISTRICT REGISTRY

IN THE MATTER OF Tasmanian Trustees Limited At Call Common Fund

Account Number 22868000

AND IN THE MATTER OF the Trustee Act 1898

Rule 794(2)

NOTICE OF PAYMENT INTO COURT
UNDER SECTION 48 OF THE TRUSTEE ACT 1898

Take notice that the Tasmanian Trustees Limited has paid into Court the sum of ~~\$104,840.T1~~ ^{102,479.27} *U.S.* pursuant to Rule 794(1) of the Supreme Court Rules 2000. *Solicitor*

DATED: the *23rd* day of *November*, 2000.

TASMANIAN TRUSTEES LIMITED

per: *[Signature]*

GEOFFREY WAYNE DODDS

To: The District Registrar
Supreme Court of Tasmania
Launceston District Registry

And to: A.D Pearce & Co.
of 34 Franklin Street
Swansea in Tasmania

Filed on behalf of TASMANIAN TRUSTEES LIMITED
SHIELDS HERITAGE
Barristers & Solicitors
53 Cameron Street
Launceston TAS 7250

DX 70123, Launceston
Telephone: (03) 6331 3844
Facsimile: (03) 6334 0351
REF: Mr K Stanton/ncb

And to: Rae & Partners
93 York Street
Launceston in Tasmania

And to: Archer Bushby
63 Charles Street
Launceston in Tasmania

And to: John Andrew Meyer
1/100 High Street
Launceston in Tasmania

And to: Jeff & Viv Falcone
PO Box 6B
Yarra junction in Victoria

Division 4 - Proceedings under the Trustee Act 1898

Payment into Court under section 48

794. (1) The payment of money or securities into Court by a trustee under section 48 of the Trustee Act 1898 is to be accompanied by an affidavit, entitled in the matter of the trust and in the matter of that Act, setting out -

- (a) a short description of the trust **and of the instrument creating it; and**
 - (b) to the best of the knowledge and belief of the trustee, the name and address of each person interested in, or entitled to, the money or securities; and
 - (c) that the trustee submits to answer all such inquiries relating to the application of the money or securities paid into Court as the Court or a judge may make or direct; and
 - (d) the place at which the trustee is to be served with any proceedings, order or notice of any proceeding relating to the money or securities.
- (2) If a trustee makes a payment into Court in accordance with subrule (1), the trustee is to give notice by post of that payment to each person who appears from the affidavit to be interested in, or entitled to, the money or securities paid into court.

Applications in respect of money paid into Court

795. (1) A person who files an application relating to money or securities paid into Court is to specify in the application an address for service of documents.

(2) An application in respect of money or securities paid into Court is to be served on -

- (a) the person who paid the money or securities into Court; and
- (b) each person named in the affidavit as interested in, or entitled to, the money or securities; and
- (c) any other person the Court or a judge directs.

(3) A person filing an application under subrule (1) may seek an order that service on a person required to be served by subrule (2) be dispensed with by so stating in the application.

(4) Any direction dispensing with service must be obtained and stated in the application before service of it on any other person.

Application under section 52

796. An application under section 52 of the Trustee Act 1898 may be made by the trustee or other person authorised to dispose of the land in question.

Payment into Court by trustees

48. (1) Trustees, or the majority of trustees, having in their hands or under their control money or securities belonging to a trust, may pay the same into Court, and the same shall, subject to Rules of Court, be dealt with according to the orders of the Court.

(2) The receipt or certificate of the proper officer shall be a sufficient discharge to trustees for the money or securities so paid into Court.

(3) Where any moneys or securities are vested in any persons as trustees and the majority are desirous of paying the same into Court, but the concurrence of the others cannot be obtained, the Court may order the payment into Court to be made by the majority without the concurrence of the others; and where any such moneys or securities are deposited with any banker, broker, or other depository, the Court may order payment or delivery of the moneys or securities to the majority of the trustees for the purpose of payment into Court, and every transfer, payment, and delivery made in pursuance of any such order shall be valid, and take effect as if the same had been made on the authority or by the act of all the persons entitled to the moneys and securities so transferred, paid, or delivered.

CODE OF CONDUCT FOR GOVERNMENT MEMBERS

December 1998

PRINCIPLES OF ETHICAL CONDUCT

2.1 RESPECT FOR LAW & OUR SYSTEM OF GOVERNMENT

Members of Parliament are clearly subject to State, Federal and common law to the same extent as any other citizen.

But not every aspect of public life is explicitly covered by law. Merely avoiding breaking the law will not always be enough to guarantee an acceptable standard of conduct.

The rule of thumb must be:

if I were called before a public enquiry
to justify my conduct, would I be able to do so?

– the so-called “Royal Commission Test”.

INTEGRITY

Standards of Personal Conduct

MPs must strive to maintain high standards of personal conduct to avoid bringing discredit on the Government, the Parliament and the State of Tasmania. In making choices about conduct, particularly in matters which will be in the public arena, Members should have regard to prevailing community values and standards. They should also, where possible, avoid giving unnecessary offence to groups in the community whose beliefs and views differ from the mainstream.

FAIRNESS & EQUITY

Members of Parliament have an obligation to serve the people of Tasmania to achieve improvements in the economic and social conditions of all Tasmanians. Decisions must be made objectively, impartially, honestly and without prejudgement while having regard to the Government’s stated policy framework.

Members of the public are entitled to a fair hearing by their elected representatives and MPs should treat the information passed on to them in their official capacity with an appropriate degree of confidentiality. All people with whom a Member of Parliament has official dealings should be treated with respect and courtesy.

THE ONLY VICTIM OF CRIMINAL ACTIVITY IS COMMUNITY

Honest citizens are under threat from Judicial & Political Administration who may be adulterating our most universal, & fundamental Rights & Laws

LAW protecting against Fraud & restoring Equity against "False Representation".

When will you or your loved ones also be rendered exempt from Political, Police & Judicial Responsibility and defence from Fraud & Violence?

When will you also be denied their Duty of Care? Neglect leads to Abuse!

Must we all be perverted by Political & Judicial default and misrepresentation?

The Undisputed Facts: *John Meyer & Jill Dalrymple* have been:

- Persecuted & pursued with evil intent. Harassed & Defamed,
- Issued threats on their Door step. The Victims of Hate & Malevolent mail.
- Received Threats to kill and persecution to the end of their days (by both phone & mail)
- Their reputation has been assassinated; Their property has been vandalised.
- Their little, blind & deaf dog fell victim to a Vicious attack by oil based, toxic paint; He never recovered from the shock and died 5 weeks later after a massive Epileptic fit.

All these events amount to a concerted & systematic violation of Fundamental Human Rights and their consequences confirm the belief that Citizens of all countries which inherited the English Common Law System are now denied Natural Justice & Procedural Fairness.

All three branches of Australian Legal Institutions may deny you protection & Justice:

Elected politicians, in particular the State & Federal Attorney Generals, the **Courts**, both judges and administration staff, and both **State & Federal Police** may ignore your requests for help. If you fall victim to Lawyer's Malpractice, the Law Society may not redress the injustice.

Will it be you or your loved ones that are the next to be ignored & denied?

These attacks were made while *J & J* were, and still are, the Defendants to Civil Litigation.

They must now prosecute their own case, to redress the Criminal acts & malicious Injustices.

Their lives & future are being threatened while defending their civil & legal rights

What may we fear to happen now that they take the fight back to the enemy*?

THEY NOW FEAR FOR THEIR LIVES !!!!

If you become a party to Civil litigation and if any or all of the above violations occur then:

- The police will take no action on the basis that "it is a Civil matter".
- The judges will not allow adjournment while you recover from the criminal attacks.
- Judges say these violations do not concern them.. You become a legal object called a "defendant" and are degraded to a mere Human Cipher, and as such lose Normal Rights of police protection. If you sustain any psychological disadvantage as a "Victim" you cannot expect consideration by the court administrators. Elected politicians will ignore all appeals.

One does not expect to lose all normal Civil & Human Rights.

- Court administrators will not consider your requests since they have no Duty of Care to you. Court rules will be broken to prevent you being treated fairly & with equity.

Is this Official culture of Misrepresentation the one to hand on to your Loved Ones?

WE HAVE ONLY THOSE RIGHTS WE MAY DEFEND.....

..... Only those Rights

*ENEMY — Anyone who violates any of our Civil, legal, or Human Rights

1/02/01	<p>Archer Bushby and Rae & Partners write to the Supreme Court confirming: <i>"The decision to pay the funds to Tas Trustees was a unilateral decision made by AD Pearce & Co."</i></p>	
15/5/00	<p>TasTrust writes to Pearce stating: <i>"...Tas Trust will be at risk if we act on any request received by you to pay the balance of the above account to the Supreme court of Tasmania."</i></p>	<p>Tas Trust are admitting as <i>"on notice ... and not having authority to deal with the funds"</i></p>
11/05/00	<p>Pearce writes to Tas Trust</p>	<p>We have yet to see this letter</p>
19/04/00	<p>J.M. goes to Tas Trustees (speaking to Fletcher - re freezing of funds) in order to provide proof of identity (copy of letter sent from Pearce)</p>	
18/04/00	<p>J.M. phones Tas Trustees (speaking to G. Dodds) re this movement of the funds Dodd advised that he would do so, and undertook to freeze the account.</p>	
13/04/00	<p>Letter from Pearce advising of removal of funds from Tas Trustees and depositing it with the Supreme Court in 14 days</p>	<p>Why this action ?</p>
	<p>Account was "at Call, Common Fund"</p>	<p>Is this normative for money held in trust?</p>
	<p>Deposit made "In trust for" Archer Bushby -- (Falcone's Rae & Partners -- (J Meyer)</p>	<p>Was this a 'Trust'? If so documentation appears to be inadequate or in appropriate. How?</p>
12/01/00	<p>Pearce to Tas Trustees & deposits \$100,216.47</p>	<p>Without instruction</p>
9/12/99	<p>Pearce notifies -- "no action without joint instruction..."</p>	
16/11/99	<p>Pearce writes to Davies Law: (NZ) <i>"we undertake not to disburse same (funds) without having all necessary Title documentation to provide J.M. & J.D. a clear unencumbered title."</i></p>	
9/11/99	<p>Pearce writes to Davies Law: (NZ) <i>"In appointing us as your agent we would undertake to settle the matter in accordance with your instructions and would undertake not to deal with the funds in any manner save to effect settlement herein."</i></p>	

Extract from HANSARD Tasmania

UNCORRECTED PROOF ISSUE

DEPUTY CHAIR (Mr Ken Bacon) - Could I bring the committee to order. I have been pretty lenient in the last hour and I think the committee's role is to ask questions, not to generalise and make statements and barter across the table. It is a late hour and I would ask that you would get on with the questions, please.

Mr FRY - Thank you, Mr Deputy Chairman. I do not have too many questions left. We have been made aware of complaints received from consumers in regard to 'etailing', people who purchase goods through the Internet and have not received their properties –

Mr PATMORE - Like houses perhaps?

Mr FRY - Like houses, yes. Actually I am aware of a couple of those.

Mr PATMORE - I am aware of one.

Mr FRY - I am wondering are we doing something in this area as far as some attempt at regulation or -

Mr PATMORE - Yes, it is on the ministerial council agenda but I have to ask a rhetorical question - would you buy a house over the Internet without seeing it?

Mr FRY - I quite understand but I mean, it is not just houses either, it is other goods.

Mr PATMORE - CDs that may or may not arrive, books that may or may not arrive, concerns about the security of your credit card details when you make an order. All of those are issues that are of concern. They are of current concern and it is basically a standing agenda on the Ministers for Consumer Affairs that will be dealt with next month. Valid point and I think that is going to be a standing agenda for some time.

Mr FRY - Yes, I think so. Just moving on to the Publications Classification Board -

From: JOHN MEYER
Ph/Fax 03 6343 6649

Thursday, 5 October 2000

The Legal Ombudsman
Judith Paxton

The Committee Law
Society of Tasmania

IN REGARD TO TELEPHONE CONVERSATION WITH
JUDITH PAXTON 4/10/00

CONCERNING MS PAXTON'S INFORMATION REGARDING HER COMMUNICATIONS WITH
THE LAW SOCIETY OF TASMANIA

1. The allegation is that I have not supplied the Law Society with information when asked.

I, John Meyer, have never been asked for any information from the Law Society of Tasmania and when I offered additional information I was told that my actions were hindering the investigation.

2. To date I have received no substantive reply to my complaints about Pearce, Rae & Partners, and Archer Busby.

TO REMIND YOU OF OUR APPLICATION

We reserve the right to add to and expand on and modify this list of complaints, and will be seeking reimbursement of losses suffered since the seizing, of our funds; and will in addition be seeking separate and distinct Compensation claims. This document replaces the copy sent Friday 24 March

The claim is that \$100,000 of our money was moved from Pearce's Trust Account contrary to my instructions and is presently being held at risk in a bank account in the names of A D Pearce & Co. The Law Society is refusing to provide me with documentation showing the removal of these funds from the Trust Account in my name.

None of the above has changed, in fact the Law Society Itself is unable to act with integrity and appears to be unable to fulfill their Fiduciary duty.

4. The vendors no longer seek specific performance of the contract. The sale is At an end.

Mr Chalmers of Shields Heritage is representing Tasmania Trustees and has provided specific advice to them regarding our money. He has been asked on three separate occasions for our money to be returned. He has refused To provide references or legal precedents to indicate under what law he refuses to return our money. By so doing Mr Chalmers has become an active participant in the original fraudulent misappropriation.

5. I hereby formally request an investigation into Mr Chalmers and his part in this ongoing travesty of honesty.

6. Given the length of time I urgently request that you examine the manner in which the investigation of my complaint is being conducted.

Seeing that you do not have a copy of the Law Society Pamphlet which sets out the obligations of the society I submit a copy of the relevant passages.

What happens after I make a complaint?

The Law Society has an Investigating Committee which looks into all complaints. You will usually be asked to provide a written authority to enable the Law Society to forward a copy of your complaint to the lawyer concerned and also an authority addressed to the lawyer to enable him/her to disclose information to the Law Society which might otherwise be confidential.

If the complaint alleges a breach of professional standards the lawyer is asked to respond in writing, a copy of the lawyer's response is then usually made available to you to enable you to make any further comments.

Once the Society's Investigating Committee has all the available information, it then has to decide whether any action should be taken.

Complaints

57.

• (3) The Executive Director is to take all reasonable steps to ensure that a person who wishes to make a complaint is given such assistance as is necessary to enable that person to make the complaint in accordance with this section.

• **I am consistently and perversely denied this help**

(7) For the purposes of subsection (6), the Council may authorize a person to -

(a) take and retain possession of any documents or records required to be produced, and

(b) inspect, make copies of, or take extracts from, such documents or records; and

(c) enter and remain on premises for the purposes of this subsection-

• **I am consistently and perversely denied access to these documents**

(10) In respect of complaints relating to fiduciary defaults, the Council, at the request of a complainant, must provide the complainant with - (a) full details of-

i) the progress of the investigation into the matter, and

ii) The person or persons conducting the investigation; and

iii) the documents and records being examined; and

b) copies of any documents, records or reports relating to the investigation free of charge.

• **I am consistently and perversely denied these provisions**

John Meyer

END

FROM: J.A.MEYER
Ph/Fax: 6343 2553

12 October 2000

TO: Mr. P.L. JACKSON (Vice-President)
Fax 6223 8749

Good Morning Mr Jackson,

I attach letter from TASMANIAN TRUSTEES LTD which states they will be placing The funds invested by A.D.Pearce & Co into Supreme Court on the 17th October.

I also quote extract from Legal Profession ACT 1993 section 109 ss 1(b),

I hereby request that the LAW SOCIETY OF TASMANIA protect my money and forestall This impending withdrawal.

The main matters of the Sale & Purchase we now before the court and undisputed ownership Should be settled before December 2000,

My wife and I are being subjected to unremitting anguish over this loss of our money and Dignity, so much so that my wife has developed & most serious medical condition. Time is very much against us.

We have no money to buy A house or even live in a descent manner. The Falcones way of Life has not been affected one iota by this shambles. We are being persecuted and actively Discriminated against by a shameless System.

The LAW SOCIETY OF TASMANIA has -the power to freeze this Account and we hereby Ask for your active intervention so that further injustice is not forced upon my wife & I.

I ask that you phone me when you have digested this letter.

Sincerely,

John Meyer

Legal Profession Act 1993

Prohibition on withdrawal of certain property

109. (1) If the Council thinks it is necessary to do so to protect money or other property belonging TO a person, it may cause a notice in writing to be served -

(a) on the manager of an authorised deposit-taking institution in which a firm or legal practioner corporation keeps a trust financial institution account prohibiting the authorised deposit-taking institution from permitting a withdrawal from or any other dealing with that account (other than deposit of money into that account) unless the Supreme Court otherwise orders, and

(b) on a person who holds on behalf of a firm or legal practitioner corporation any property (not being money in that trust financial institution account) prohibiting any dealing with that property unless the Supreme Court otherwise orders.

END

LAW SOCIETY OF TASMANIA

28 MURRAY STREET, HOBA&T 7000, G-P.O. BOX 1133, HOBART, 7001 AUSDOC DX 111, TELEPHONE;
(03) 6234 4133 (03) **6233 3002** FAX: (03) 6223 824D e-mail: taslaw^oc@vision,nefca.v ABN 79607763856

Our ref:

12 October 2000

Mr. JA Meyer

FAX NO. 6343 2553

Dear Sir,

It is a public holiday in Launceston today and I have therefore not been able to contact Mr Fletcher to find out the basis on which Tasmanian Trustees propose to pay the money into Court. If I can determine that tomorrow I will let you know. However, I should say that it is quite unlikely the Law Society will intervene, especially under Section 109 of the Act. The Society is very likely to consider that payment into Court of the money, while there remains a dispute as to its ownership, *is* the very best way to protect me money, whoever it belongs to.

It is doubtful whether Section 109(1)(b) applies to this money in any event.

PHILIP L JACKSON

VICE-PRESIDENT

NB. THIS IS AN OCR OF ORIGINAL FAX

END

