

COMMONWEALTH BANK FRAUD BY LIQUIDATION

A 22 lot Subdivision and a Loss of \$2million and a Fraud involving the Developer John Bright & family, Badja P/L acn 010 007 342 and Health Equipment Hire and Supplies P/L acn 010 008 009, investors, the Commonwealth Bank, the Bank's Engineer, a Design Engineer, a Project Engineer, a Civil Engineer called in by the Bank, an Electrical Engineer, the Brisbane City Council - BCC, a Head Contractor, the Subcontractors – a Drainer/Plumber, an Electrician and others.

Also an Illegal Loan Agreement provided by the Bank and 9 original contracts.

Would be buyers, many of whom lost from \$25,000 - \$100,000+. First, second and third defendants etc.

The Location Lychee/Summit Streets known as lots 1-22 110 Dairy Swamp Road Belmont Qld.

From September 1995, after approval by the BCC and the CBA, to be a 4 month construction following 4 months approval time approx 8 months in total.

without prejudice

long story

The CBA approved a loan for \$550,000+ for a 22 block subdivision at 110 Dairy Swamp Rd Belmont in Brisbane in principle in 1995. Aus Pacifik Consulting Engineers Pty Ltd 3/23 Station St Nerang came up with a BCC approved design that would flood the subdivision in heavy rain. Flooding occurred prior with an adjoining subdivision below supervised by JF & Pike Consulting Engineers Pty Ltd. The approval of the revised plan took 3 years to 1998, for no clear reason. JF & Pike costed this subdivision 30.03.95 for PRA Developments Pty Ltd who wanted to buy the land and had offered \$600,000. JF&Pike later were appointed engineers by Bright for the CBA. SLR Valuations Spring Hill valued the 22 properties of 600 square metres up from \$92,500 up. Bright's estimate was land say \$660,000 each block thus \$30,000 + development charges \$16,000 + council headworks \$16,000 thus cost each block \$64,000 to sell for \$92,500 upwards say \$94,000, profit each block thus \$30,000, total return \$1,320,000. The contract price for the work was \$358,000. Bright had available an 8 tonne tipper, a 3.3 tonne excavator and a skid loader. Work began in Jun98 to be completed in 4 months, but it took 16 months to Oct99.

The Brisbane City Council BCC was involved.

Satisfactory BCC approval was finally obtained in 1998, due to a change in design to enable proper runoff from the adjoining uphill property. The gully on the original Aus Pacifik plan would cause water to run into a house block. Dr Robert Whiting neighbour above said John Bright would be a fool to accept that design. A neighbour below had made troubled phonecalls to Bright, who lived in a corner of the development, about runoff floodwater, so why would Bright allow this on his new subdivision?

The Bright family had owned 3 properties prior in Goodna, Yeronga and Bulimba, suburbs which flooded in 1974, and this was also on his mind. A good question is - why did the new submission to direct water runoff to the street drainage take 3 years to 1998 for BCC approval?

Bright asked the BCC in 1995 **“Why did you agree with a design that would flood the subdivision?”**

The reply was **“It is not our design,”** to mean it's not the BCC's problem.

Having approved an engineer certified design, the BCC against many requests over 3 years did not want to change it. They just said, if there is a problem, sue the civil engineers. Without sufficient powers, the BCC internal investigation section directed to **'set this out so the Qld Police get the credit for a job well done'**.

The Commonwealth Bank was involved.

The CBA had approved the loan in principle in 1995, when John Bright decided to develop and sell following his wife Jan's encounter with breast cancer, serious depression even visions of death, and their separation. They divorced in Dec96. In 1998 to approve the loan the CBA then gave an illegal and incomplete loan agreement to present to buyers, with 2 lines omitted - to sell lots without title and without deposit. This was confirmed by CBA solicitors Clarke and Kann in Supreme Court affidavit 4461/2001. A tender was accepted from Peter Greich in June 1998. Greich did not employ a drainer as standard procedure and failed to install proper drainage on the subdivision. He was sacked on the advice of the subcontractor Robert Wilson, who said he could complete the job to BCC and SAA standards.

In all \$785,000 was taken as 9 sales contracts to confirm the loan, just short of the \$800,000 asked for, but agreed by the CBA relationship manager James Pitman. The discussion with Pitman was to write off ~\$250,000 the difference being for 9 blocks of land sold not for the valuations from \$92,500+ but for \$75,000+ each, to get deposits quickly for loan approval – ie. for Bright to forgo this ~\$225,000 profit. To sell another block would be to lose another \$25,000, and the \$15,000 difference could be found.

The 9 buyers would pay no deposit, and could only make money, with no risk. Pitman directed to sell without title and deposit, as 2 lines were left out of the bank loan agreement, affidavit 4461/2001Bne. The buyers could enforce the contract (and some threatened to), and are still waiting for the bank's liabilities to be discharged.

Why do most original intending buyers not own the land? Bright said it is illegal to sell land without title, Pitman said "Do you want the loan or don't you? If you do, just do as it reads. Sell the land without title or deposit"

The rogue bank manager Graham Ledwidge tried to enforce a quick fix and ruled

"Rip up the sales contracts!"

He gave no disclosure or detail of his directed illegal act.

Having taken the 9 deposits, what position would Bright and the 9 buyers be in if he did this?

Under this bank instruction, most of the 9 would be buyers would be cheated, not becoming buyers at the original price \$75,000, for blocks then worth ~\$100,000 now worth ~\$200,000. Is the bank guilty of criminal instruction?

CBA's Chris Watts in charge of bank mediation stated

"A verbal agreement is just as binding as a written agreement".

After failure, the CBA created a scapegoat of James Pitman. Pitman said "You must search the bank to find someone to listen to your story so that justice can be done." He then got a job with Westpac - how and why? He later said he could not speak out as he would lose his new job also as a relationship manager (loans manager).

The subdivision.

Rob Wilson now head contractor from Oct98 employed Brad Jones, an unregistered Qld engineer from Site Solutions Pty Ltd. As part of Wilson's plan to gain the property by default, he held subcontractors offsite by intimidation and threats to call the police. Wilson employed Greg Henwood of Henwood Consulting Engineers Pty Ltd to replace the original Aus Pacifik Civil Engineers whose design would have allowed flooding. Henwood was the approved project engineer. Wilson had asked for a \$30,000 upfront payment to cover unseen extras, on the promise of completion in 4 months. This \$30,000 was paid later as part of the \$255,000 extras inflated by claims up to 300%, approved by Henwood, who was stood over by Wilson. The contract stated extras at cost +5%, as usually applies. Wilson apparently owned half of a grader, with no other equipment or overheads. CBA advisers JF & Pike familiar with the area had costed the job at \$398,520 with a contingency of \$38,500 thus \$437,020. Harvey and Ellis valuers had confirmed the contract price of \$358,000, and civil engineer John Koek later said only \$58,000 of extra was justified thus \$416,000. Yet the CBA paid the inflated charges for extras above the 5% agreed, and this figure grew to \$255,000, with a further \$48,000 claimed, thus \$661,000. How could the CBA so blithely/carelessly/nonchalantly agree and pay this?

Some details on one of the heroes John Koek from Baseline the new project engineer:

Work was slow and intentionally stopped by Wilson for 4 months from Mar99, 6 months after his commencement.

Ledwidge of the CBA seeing the subdivision was out of control, directed a more capable project engineer. John Koek of Baseline Consulting Pty Ltd was employed on 1.07.99 10 months after commencement, when the project was 95% completed. John Koek got the project 'on maintenance' (practical completion) for the BCC 26.10.1999.

Earlier in Mar99 on site with Merv Roselin of Electrical Reticulation Design Services Pty Ltd, Greg Elliott of East Coast Elec Qld Pty Ltd demanded a meeting with John Bright and Rob Wilson. Elliott said he had only 7 days work to finish (unimpeded by site works) so he and Roselin could be paid. Wilson directed Elliott to remove the orange conduit from site. Wilson then tried to punch out Elliott. Det Const Ian Tuddenham said assault charges could be laid. Greg Henwood and John Koek arranged 7 visits from the 22.03.99 to the 2.09.99, but Elliott was told by Wilson and Brad Jones that if he came onsite the Police would be called.

Bright paid \$3,360 to Elliott on invoice 142 23.08.99 for being held off site 7 times in 6 months, contra to SAA 27.2 and Contract No.2 (confirmed in the Police Report by Chief of Staff Supt Peter Martin that BCC technical officers and subcontractors were not allowed onsite to complete the work). Col Rosenlund plumber/drainier apparently was never paid in full by Wilson.

Det Mark Hughes said Koek's report (on false invoicing and standover tactics) was quite convincing.

John Koek said in his report Sep00 the project should have taken 3 months but it took 18 months to complete.

He directed there were 2 options:

- 1). to pay up to 300% for extras (and pay a \$10,000 false insurance claim and hope for completion), or**
- 2). to reinstate the subcontractors and complete the subdivision according to the SAA rules and regulations.**

Koek would replace Wilson and become project engineer and head contractor. The BCC internal investigation section directed to 'set out this case so the Qld Police get the credit for a job well done'. The police are yet to lay charges.

In Court.

Ex District Court Judge Pat Shanahanruled

"Graham Ledwidge should have said to redraft the contracts, have them signed, and then rip up the old contracts",

but only accountant Tim Allen's sales contract was ripped up on payment of \$10,000 by Bright as evidence of the bank's direction, to prove fraud. This was confirmed by the Police Minister Tony McGrady, Police Commissioner Bob

Atkinson, and Superintendents Peter Martin and John Hopgood who directed “Further fraud charges should be laid”. When asked, no police officer would buy land without title and deposit, confirmed by the CBA's solicitors.

Ledwidge later said about ripping up the contracts “You should have known (what I meant)”. Chris Watts said during one of several bank mediations “You've got a big thing about teamwork.” Ledwidge said “You are not a part of our team!”

That devastated Bright, who started with the CBA at the age of 14. Bright always considered himself as part of the bank team, to believe since 1967 he helped save 100,000 lives in his health care business Health Equipment Hire and Supplies P/L acn 010 008 009. As then 80 year old Mrs Ada Bright (Bright's mother who Wilson intimidated) said “As a third generation bank customer, you'd think the bank could do much better than this.”

Indemnity expert Chris Watts had said “We must protect our mothers at all costs”, implying the bank's dislike for suing the sick and the elderly. The CBA knew of Mrs Ada Bright's poor health but disregarded the stress placed on both. Ledwidge, knowing that Jan Bright had breast cancer and that they had separated (divorced Dec96) said in 1995 “Breast cancer and divorce is a death sentence”.

Could this explain Ledwidge's subsequent actions? Knowing Jan Bright would receive half the marital property? Why did he want to renege on the loan, and fail a loyal and long standing CBA customer? **A ‘frolic of his own’?**

The Bank again.

On instruction by Graham Ledwidge CBA to John Bright to rip up the 9 no deposit sale contracts for \$785,000, accepted by James Pitman CBA thus breaking the law, Bright's accountant intending buyer Tim Allen did this. Bright paid Tim Allen \$10,000 **to rip up his contract**. Allen would forego a benefit, an immediate \$25,000, \$100,000 more within a year. Allen was not obliged to do this. Besides the bank and the lawyers, Allen was the only person to make a profit. Allen was white faced in his office when he explained to John Bright that the CIB forensic team had directed him to swear in court that he accepted this \$10,000 to lose money – ie.as compensation, with his contract ripped up he had foregone acquiring a \$92,500+ block of land for \$75,000. True, Allen could have onsold this block for a \$25,000 profit, but compensation was not the purpose. It was part of a CIB instructed trap to be used as evidence in court to prove bank fraud. Why the forensic team would direct it was compensation is a good question.

The CBA via Ledwidge paid John Bright \$25,000 16.10.00, with a part confession for their errors and guilt and apparently fired James Pitman. Pitman was made the CBA scapegoat. He directed to search the bank for justice and then confessed he could not speak out as he would lose his new job at Westpac, also as a relationship manager. Fellow bank officers expressed their concern when, as interest rates were falling, Ledwidge increased the interest on Bright's loan by 6% above the going rate, and started closing his other business accounts. He then suggested Bright sell his Healthequip stock. With the development itself well secured by mortgages, was it Graham Ledwidge's intention to fail Bright in a most serious manner? With adequate security, why would the CBA's want John Bright to sell his successful cash flow health equipment business? For a short term bank profit? Some way for his own benefit?

The many Court actions.

Rob Wilson's demand for \$30,000 up front and efforts to overcharge began immediately he had the contract. His initial solicitors were Peter N Lee solicitors, Karl Bluman solicitors, Russell & Co solicitors (Simon Hart). John Bright's initial solicitors were Grants Lawyers (Mermaid Beach - Adam Sambrook), Wardrobe Solicitors (father & son team Brisbane), and barristers Paul McQuade and Jeremy Sweeney. Rob Wilson finally found a solicitor prepared to follow his direction of vexatious claims in the Holland Park and Brisbane Magistrates court, and the Brisbane Supreme Court, as well as **Arbitration in Engineering House and Mediation at the CBA**. Did initially greedy Wilson become compromised then a **'bagman'**, and the extras an all purpose **'slush fund'**? Was the plan was to use up the money paid as extras to Wilson \$255,000 in all, and to cost Bright the same \$250,000 in matching legal costs? The apparent plan was that this accumulating half a \$million \$dollars, plus holding the subcontractors offsite, plus intimidation, would be enough to create **'fraud by liquidation'**. Wilson was aware of Ledwidge's direction to rip up the 9 contracts.

In the beginning, John Bright's solicitor Adam Sambrook and barrister Paul McQuade advised Wilson did not have sufficient funds to pay his solicitors to gain the contested inflated claims. After about 6 court appearances, Wilson's solicitor confessed Wilson's ruse was not to complete the subdivision, and to lay **claim by liquidation**. These were all **vexatious acts** by an unconscionable solicitor to place Bright under duress. Unaware that Wilson was **perjuring himself** in the Magistrates Court, **Magistrate Dillon** tired of the repeated false claims. To be rid of the claims, he said to Bright on an early ~\$10,000 false claim for extras

“I remember you, you wasted hours of my time, and I ruled in your favour, this time I rule in favour of Rob Wilson.”

The false invoices for overcharging became vexatious acts in court supported by the \$255,000 'slush fund' thus created. **Magistrate Dillon** was unaware of this.

Magistrate Dillon was also unaware of Wilson's **next ploy**, to then go to the Supreme Court to liquidate Badja Pty Ltd acn 010 007 342, known as '**fraud by liquidation**'. **Magistrate Dillon** believed it was just a simple claim for an unpaid invoice. How could **Magistrate Dillon** not consider the evidence? Did Wilson come to court with 'clean hands'? Not understanding nor wishing to consider Bright's claim of Wilson's thuggery, the claim was upheld. How did Wilson authenticate this claim? Was it the with the CBA's connivance? This false claim enabled Wilson's entry to the Supreme Court, to further his plan to liquidate Badja Pty Ltd.

Supreme Court Judge Mackenzie was given two affidavits, one from Wardrobe solicitors who Bright disagreed with, as they advised him to tell the Judge that he had the money to pay, but not giving the evidence that Bright provided in the other affidavit detailing how the subdivision was run by thuggery, violence and extortion.

Over this early \$10,000 false claim now in the Supreme Court **Judge Mackenzie** 11439/99Bne ruled

"Mine is not a Small Claims Court, do not waste my time, go and mediate".

During the lunch break, after he perjured himself in court, Wilson demanded

"Give me \$200,000 or 2 blocks of land and I'll leave you alone!"

John Bright's solicitor Adam Sambrook and barrister Paul McQuade were aware of this.

This is better explained by the actions of the an ex-barrister known mainly as Davida Wilson who stood down from the Bar, related to forgery, passing off and uttering, finally gaoled for 6 months in the Brisbane District Court 30.08.04.

Paul McQuade had advised **"Never expect to get justice in the Supreme Court. Always look to mediate"**

See 'The CM' article 14.09.02 p14 '**Former Prosecutor on Fraud Charges**'.

Davida Wilson (no relation to Robert Wilson) was reported to have used names Williams, Armstrong Collins, Bennett.. Of concern is the apparent coverup by the CIB, Fraud Squad, DPP, and AG to protect Davida Wilson, with the details of the multiple fraud still hidden, although barred for life 24.10.05. As a Crown Prosecutor and a barrister working for the DPP the Department of Public Prosecution, Barrister Davida Wilson was held in high regard by many judges. Why did Davida do what she did? Probably for the simplest of reasons - because she could.

It took Robert Wilson several tries to find a solicitor to follow his plan for fraud by liquidation as a vexatious litigant. Still persistent, and after the development was 'on maintenance' (after final BCC inspection 26.10.99) he took out 22 caveats to prevent sales. If the land was not sold Wilson would gain the development as a creditor through liquidation.

Jeremy Sweeney barrister for John Bright had the 22 caveats removed.

Original buyers Terry and Dawn Buckley considered placing a caveat to prevent Bright selling their block to another. How can land be sold to 2 different buyers? Perhaps the 9 original buyers could have sued Bright, and the CBA as the **second defendent**? It was all too much for Adam Sambrook, so Reg Kleidon from Bain Gasteen solicitors took over. Solicitor Reg Kleidon and barrister Davida Wilson (no relation to Robert Wilson) were then employed on a semi-permanent basis by John Bright to progress the case, and **Davida Wilson gained his trust**, initially quoting the criminal code S391 re Wilson's abandoned 300mm bucket, given away by Bright, and charges of stealing against Bright were dropped subject to a Qld AG release not to sue the Police for wrongful arrest. How could the Police get this so wrong?

In the District Court of Qld 4920/2000 Henwood Consulting Engineers vs Badja Pty Ltd **Judge Brabazon** ruled of Davida **"That's not the way to do it"**, meaning Davida never supplied the civil, electrical and CIB reports. Davida presented no case whatsoever in court, and in effect **abandoned the case and Bright**.

In the Holland Park Magistrates Court 422/2000 **Magistrate Austin** ruled

"This is not relevant. This is my court," and not even saying it was PERIPHERAL, and

"I do not care what (anyone from) the Police Minister down has to say,"

meaning that as a Magistrate he saw only a ~\$10,000 claim for a washout, repayable by an insurance company, and had no interest in the other evidence of fraud presented to him, or authority to consider an amount above \$50,000. Yet the violence and thuggery were inextricably intertwined with the false claims from the very beginning.

The words **"It's not relevant"** were said or implied many times in Bright's court appearances.

False claims were PIVOTAL to gaining the subdivision by liquidation. Perhaps the liquidator would sell it cheaply to Wilson? At this point overcharging of ~\$200,000 was claimed by Bright. **Magistrate Austin** was unaware of the plan to use an early ~\$10,000 false claim to liquidate Badja Pty Ltd. The situation was partly understood by **Supreme Court Judge Mackenzie** who ruled Mediation. Liquidation occurred because **Supreme Court Judge Muir** did not understand the fraudulent ~\$10,000 insurance/flooding claim. As he said, he needed clarity.

Under examination in court Wilson **perjured himself** when he denied that his son-in-law Adam was in a photograph using Bright's excavator. His solicitor's groans confirmed this fact. Did Wilson not know his son-in-law? Bright's

evidence was massive and compelling on every aspect. Koek had agreed just 20% of extras, \$58,000 not \$255,000. Examples - \$2468 for a guard rail quoted at \$717 installed price from a supplier, \$7000 for a \$2400 sewerage line...

Wilson in a **keystone** confession said in court to all

“If I go down, lots of people will go down with me!”

John Bright was traumatised by this and other court actions.

“Why would a successful businessman allow the writing off of a \$195,000 tax loss company with this amount as a tax credit over a ~\$10,000 insurance scam?”This is a very real question. The liquidator could not be paid by Bright.

How could a 5.5 acre block of land worth say \$660,000 end up as \$195,000 loss?

It is important for the Supreme Court to have clarity - multiple fraud requires multiple correction.

If clarity is asked for by a Judge, how can it be refused?

Multiple fraud is illusive, it often appears to be a single act, an easy ruling.

The temptation is strong to allow liquidation, to make an easy decision.

Bright's legal counsel Reg Kleidon had advised

“You must gain proof of liability, gain confessions of guilt, and prove the bank was accountable (for what they did).”

Earlier it was important to pay accountant Tim Allen \$10,000 to rip up his sales contract as one of many CIB BCC and SAA traps to expose the organised criminals, the CBA rogue manager Ledwidge advised by JF&Pike, ex-barrister Davida Wilson, 'bagman' Wilson, Henwood and Jones who knowingly gave Bright's money away.

In mediation with the CBA and Ian Hanger QC for the CBA, Bright said to his solicitor Reg Kleidon

“I will only accept the \$25,000 if the bank gives me a full confession of guilt.”

Bright believed he had the upper hand with proof of guilt, but Kleidon gave the advantage away, and said

“I will swear in court I did the best I could”, gaining only a part acknowledgement of bank guilt and liability.

He said he did the best he could against the CBA's experienced QC Ian Hanger.

Ian Hanger QC later said Bright had a sound case and offered to run it for an upfront \$100,000.

The CBA made a \$25,000 payment 16.10.00, a year after practical completion 26.10.1999, and made James Pitman the scapegoat. So does not bank customer service and bank shareholder's profits coincide?

Judge Margaret White's ruled on the CBA's \$25,000 payment - John Bright was not to act for himself in producing flyers etc. Bright then acted using a standard procedure, copied from a standard police checklist.

Bright's original legal instructions were to prove liability, gain confessions of guilt, and prove the CBA were accountable for all their actions. The bank was giving away money for claims inflated by up to 300% for extras.

In the Supreme Court, knowing that part confession by the CBA was insufficient **Judge Margaret White** ruled 6.03.00 to gain disclosure by law, but the CBA does not give disclosure except under duress, and would not do this.

Davida Wilson in a **keystone** confession later said to Bright

“You would be surprised what goes on behind closed doors – abandonment”,

meaning she did not properly represent the case in the Magistrates, District and Supreme Courts etc.

Abandonment in court was a **keystone** to the deception.

Judge Margaret White ruled the CBA to give disclosure regarding the bank's payment of \$25,000 and the part confession to John Bright. Bright needed this information also. The CBA hid behind its 'CORPORATE VEIL'.

Judge Margaret White in effect played it safe by going down the middle leaving it to Bright to prove the CBA guilty of fraud by gaining disclosure, but the bank claimed the information was their own, and refused.

Ledwidge continually confirmed his hostility towards Bright by bringing down the 'CORPORATE VEIL', by defying this direction to give disclosure and refusing the bank's records of

1). the manner of agreeing the claimed overpayments and

2). the \$25,000 attempted bribe.

Ledwidge wrote that JF & Pike's records are for the CBA only, but Bright paid for their engineer's report, and Bright needed the Supreme Court's ruling for disclosure to provide clarity to the court. This ruling on the 6.03.00 to give disclosure was defied, to try to cover up the CBA's deception and failure.

Mediation and Arbitration appear to be legal devices to remove Judges and Magistrates from difficult decisions where their rulings are defied. A major problem is the division of the court's accountability, of the division of authority at breaks of <\$50,000, \$50,000 to \$250,000, and >\$250,000. Bright's legal costs were ~\$250,000 in total.

In effect, Bright's money and bank loan were used to try to fail and gain the subdivision.

As well as the subdivision, Bright's **superannuation fund and his mother's home** were targets.

Apparently Collusion in Mediation and Arbitration were keystones to the deception.

Supreme Court Judge Muir, like **Judge Margaret White**, could not understand what was going on.

Neither knew Davida Wilson was working not for Bright but against him.

Supreme Court Judge Muir ruled **"I do not understand, I need clarity"**.

Not understanding, he incorrectly liquidated Badja Pty Ltd, saying a company can be liquidated for a \$1 claim.

He should have corrected the mistakes of the lower courts.

Who would knowingly allow a company to be liquidated and lose a \$195,000 income tax credit?

This seems to make no sense. It was planned as part of a CIB instructed trap to prove multiple fraud.

Badja Pty Ltd was liquidated because John Bright refused to pay any more of Wilson's falsely based claims, this last one an insurance claim for ~\$10,000 for needed reparation work on the development due in part to a drainage ditch that Wilson purposely dug as 'make work' and to flood the property with topsoil!

For guilt to be proved what was needed was a dead corporate body, to have figures, to have the loss 'crystallised'. There were two reasons not to pay the claimed second ~\$10,000 false invoice.

Bright was aware of the sale of a \$175,000 tax loss company, and the benefit transferred, the knowledge coming from Tim Allen, accountant for Badja Pty Ltd. The Fraud Squad at no time ever have come to Bright as primary witness and tried to resolve this multiple fraud. On the contrary, it seems they have done everything possible to distort the facts and support organised crime. Organised crime and the nun-chucker attackers were protected by their inaction. The AG's release not to sue the police over wrongful arrest over the contrived claim of Bright stealing an abandoned 300mm \$300 and recovered excavator bucket seems to be a cover up to the life threatening nun-chucker attack on Bright in his home.

This brings us back to the pivotal second ~\$10,000 false insurance claim first before **Magistrate Austin**, and then to **Supreme Court Judge Muir** to liquidate Badja Pty Ltd as a creditor. Bright refused to pay this claimed ~\$10,000.

Close to completion Wilson dug an unwanted trench up a hill as an 'extra' supposedly for power and water. This placed runoff dirt and clay on the roadway and in the drains during heavy rain, to delay the job. Wilson **perjured himself** about the purpose, his use of the excavator, and the persons doing it. Sen Const Max Williams of Wynnum police could see the falsity, and directed to contact the DNR &M to gain evidence as proof that laws were broken, as the Police do not have the power to control this kind of offence on construction sites. John Koek, aware of Wilson's violence and thuggery, was more concerned with completion, and signed off on this insurance scam, regarding the ~\$10,000 loss as 'throwaway money'. Bright resisted this claim as dishonest, and for points of law to be evidenced.

John Koek was in charge and directed **"Finish the subdivision, otherwise you will go broke. Lay charges later."**

Bright purchased a low grade turf, and laid it in the eroded areas, to prevent further runoff, to complete, to sell.

Rob Wilson - 1). perjured himself over the use of the excavator 2). rotary hoed perfect turf only to create invoices 3). removed the bales of hay that retained runoff 4). said he did not know who laid the turf to rectify washout.

Qld Govt experts, **District Court Judge ex QLS Pat Shanahan** ruled

"Graham Ledwidge should have said to redraft the contracts, have them signed, and then rip up the old contracts", and **"Follow the court transcripts, follow the money trail, and you will win this case"**, and **"This story is so unbelievable it's believable"**

and **State Ombudsman Jack Nimmo** directed to

"Forget about the money for the moment and study the law. Work with natural justice."

This is only part of the story of multiple fraud.

View the Police and CIB reports, and listen to the tapes, on violence, thuggery and extortion, with contractors held off site for 6 months, and proof that the subdivision was run by organised crime under Rob Wilson, allowed by JF&Pike the bank's civil engineers, who had costed the job for PRA Realty but ignored their own costings to allow the 'bagman' Rob Wilson to be given \$255,000 in overcharges for extras, only \$58,000 legitimate, to abandon work on the site, and then to try to effect liquidation, as he always intended.

Surrounded and intimidated, cheated and deceived, Bright's game plan was to think as a chess player, to sacrifice a pawn or two, even a bishop, a knight or a rook, but to achieve checkmate at the end. That is closure. Was Bright's three of a kind beaten by a 'full house'?

The Police and violence.

Taking the advice of the Qld Police Superintendent Hopgood, step by step, one point at a time, Bright followed a standard police checklist. Eventually Ledwidge came onto the footpath in front of witnesses 12.05.04 to state his name, and confessed that Bright's mother's case and his own were identical, and therefore each of the 9 buyers was entitled to compensation for his/her loss. Each buyer lost at least \$25,000, and total losses including the development and the health care business, plus lost opportunity cost and the destruction of many lives, are in the area of \$6million.

In the early stages there were 9 Police stations involved, reference Sub Insp Michael Ede. Wilson initiated actual violence and thuggery in and around John Bright's own home on a regular basis. Wilson intimidated 81 year old Mrs Ada Bright (arthritis, knee replacement, huge internal cyst removed etc), with solicitor's letters claiming a liability thus her home. She had a 1% share in Badja Pty Ltd to support the loan application, but no directorship, and solicitors are well there is no liability. This was verified by reports to Supt John Hopgood and Chief of Staff Supt Peter Martin. An extortion demand for false overcharges by Wilson for \$47,962.97 dated 11.08.2000 was left behind during the nun-chucker attack in Bright's home 16.08.00 by 2 of Wilson's associates, 10 months after completion. One attacker said "Forget Wilson! This is personal!", as he swung the weapon. How much more personal could anyone get???

Perhaps not intending to kill this time, but just to cause Bright to write the cheque for the extortion demand, the 2 attackers left when John Bright got a kitchen knife to one of their throats. The attack was ignored by Det Sen Sgt Leigh Gorrie and Det Sgt Trevor Kidd, who readily accepted the false bucket claim against Bright by Wilson. They earlier ignored Wilson's handwriting on a sales sign on lot 19 saying 'Check this side of block for poor ground' to fail the sale, and also what Wilson later wrote 'Never compacted - edge of dam'.

Photos and approval by the BCC under SAA standards show it and all the blocks were compacted to specification. This buyer George Hibbard verified compaction by soil tests. Wilson said to prospective buyer Greg Cran, anxious to complete his purchase and build, "You will never own this land!"

As Dr Frank Walsh psychologist said on seeing Bright's injuries after the nun-chucker attack

"The nun-chucker may have only grazed your knuckles and nose, but it is still assault."

"It's only over when it's over, and it's not over yet. Use tact and style".

The Rev Michael Veary and family as neighbours witnessed the ongoing violence on many occasions and said

"Money is a necessity of life, it's the greed of money that is the crime."

"We hear so many sad stories. Just keep on telling the truth".

Calcare (Caloundra health care group) advised to handle organised crime with a lot of care.

Det Sgt Trevor Kidd accepted a false claim by Wilson to charge Bright for stealing a \$300 bucket, abandoned on site with other materials for 8 months after completion. Yet Wilson never paid Bright one cent for the 14 months hire of his 8 tonne tipper/excavator/skid loader at the going rate of \$55/hour, and offered \$8/hour. \$50,000 owed was never paid.

Det Sgt Brett Heath said "We all lose money. Don't expect us to do the work for you. Get your act together or you will be out the door so fast your bum won't touch the ground, and I'll be happy to tell my inspector!"

So no investigation... Where are the tapes, the records, the court transcripts and police reports of fraud?

Elsewhere **Justice Susan Kiefel** explained in a controversial ruling against the ACCC for the banks, the importance of evaluating the bank product and the bank customer. Had the ACCC presented a needy grandmother, rather than a business person who she said should have realised the bank valuations were suspect,, the decision would have been otherwise. The class action failed only because the nominated plaintiff was an architect and had some means and was presumed knowledgeable. The responsibility of the bank, several qualified valuers and the plight of multiple victims was disregarded. As the CMC put it, each case is judged on its merits, but Ledwidge in paying only one victim \$25,000, should pay all. Pay one pay all.

How many crimes were there? How many oversights were there? Innovation and change are all around us, the need is to do it better and faster, but only justice will bring **closure**.

Dr Frank Walsh, superintendents Peter Martin and John Hopgood, and CBA's Chris Watts all agree on the need to gain **closure**. Why not satisfy them?

Why is John Bright as a volunteer giving years of effort and much money - not to take, but to give something back to the community to benefit many others? John Bright's dad asked him "To be a good son."

So what can Bright do to protect his 84 year old mother, cheated so heartlessly by the rogue bank manager Graham Ledwidge?

The statutory authorities

APRA the Australian Prudential Regulating Authority said to Bright 12.05.04 that as the CBA said the Bank Manager was sacked the problem was resolved! Pitman had left the CBA to go to Westpac as a Relationship Manager, thus there was closure!?

ASIC the Australian Securities and Investments Commission was given information of the fraud upon his company earlier, and was called on again on the 12.05.04. ASIC and the CALDB the Companies Auditors and Liquidators Disciplinary Board, are yet to apply justice to the fraudulent liquidation of Badja Pty Ltd under the Corporations Law.

From June 1998 to October 1999, and afterwards, all of the money received by Badja P/L >\$2 million was used up in the Magistrates, District and Supreme Courts, mediation and arbitration, and to pay out the CBA.

Bright's legal costs were >\$250,000. Wilson probably spent >\$250,000 in legal costs. The \$50,000 owed to Bright by Wilson for the hire of the tipper, excavator and skid loader was not paid. Wilson even denied in court that he (and his son-in-law) used the machines!

Wilson was paid the \$358,000 contract price + \$255,000 for extras, and attempted to extort \$48,000 in extras + \$200,000 in cash or 2 blocks of land, and part of a \$10,000 insurance claim. In all he wanted ~\$871,000 for a project worth less than half this.

The numbers are raw land say \$660,000 each block thus \$30,000 + development charges \$16,000 + council headworks \$16,000 thus cost each \$64,000 to sell for \$92,500 upwards.

How could a 5.5 acre block of land worth >\$600,000 to sell for >\$2 million end up as \$195,000 loss?

Contact Ada Bright, PO Box 4120 Caloundra Qld 4551, second defendant of many long story e&oe