

COMMONWEALTH BANK FRAUD and LIQUIDATION BY LITIGATION

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 CBA, a Head Contractor, the Subcontractors – a Drainer/Plumber, an Electrician and others.

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The CBA approved a loan for \$550,000+ for a 22 block subdivision at 110 Dairy Swamp Rd Belmont 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. The new BCC approval took 3 years to 1998. Flooding occurred prior with an adjoining subdivision supervised by Jones Flint & Pike Consulting Engineers Pty Ltd. JF&P costed Bright's family property 30.03.95 for PRA Realty (Property Resources Aust) who wanted to buy this land. JF&P had costed the job at \$398,520 with a contingency of \$38,500, and were also engineers for the CBA for the project. For Bright, SLR Valuations valued the 22 properties of 600 square metres from \$92,500 up. For the CBA, Harvey and Ellis confirmed the valuations. Work began in Jun98 to be completed in 4 months, contract price \$358,000, but it took 17 months.

Satisfactory BCC approval was finally obtained in 1998. A tender was accepted by Peter Greich who failed to install proper drainage, and was sacked on the advice of the subcontractor Robert Wilson, who claimed he could complete the job to BCC and SAA standards. Work began in Oct98 to be completed in 4 months, contract price \$358,000. The CBA however, had given an illegal and incomplete loan agreement to present to buyers, to sell lots without title or deposit, confirmed by CBA solicitors Clarke and Kann in Supreme Court affidavit 4461/2001, and problems arose.

Wilson employed Brad Jones, an unregistered in Qld engineer from Site Solutions Pty Ltd, who later held subcontractors offsite. With approval, Wilson employed Greg Henwood of Henwood Consulting Engineers Pty Ltd to replace Aus Pacifik, as the project engineer. Wilson then asked for a \$30,000 upfront payment to cover unseen extras, on the promise of completion in 4 months. This \$30,000 was paid as part of the \$255,000 extras paid, including overcharges of up to 300%, when the contract stated cost + 5%. Wilson apparently owned half of a grader, with no other equipment or overheads.

Wilson's initial solicitors were Peter N Lee solicitors, Karl Bluman solicitors and Simon Hart of Russell & Co solicitors, and John Bright's initial solicitors were Adam Sambrook of Grants Lawyers of Mermaid Beach and Wardrobe Solicitors (father & son team) Brisbane, and barristers Paul McQuade and Jeremy Sweeney. As advised by John Bright's solicitor Adam Sambrook and barrister Paul McQuade, Wilson did not have sufficient funds to pay his solicitors to gain the inflated claims. His solicitor confessed his ruse was not to complete the subdivision, and to lay claim by liquidation. Over an early \$10,000 false claim to liquidate, Supreme Court Judge Mackenzie 11439/99Bne ruled **“Mine is not a Small Claims Court, do not waste my time, go and mediate”**. Later, after receiving \$255,000 of extras, in a court lunch break Wilson demanded **“Give me \$200,000 or 2 blocks of land and I'll leave you alone!”** Bright's solicitor Adam Sambrook and barrister Paul McQuade were aware of this.

There were 9 police crime reports, reference Sub Insp Michael Ede. Further, Rob Wilson initiated actual violence and thuggery in and around John Bright's own home on a regular basis, and intimidated his 81 year old mother to try to gain her home as a 1% Badja shareholder (not a director), as verified by reports to Supt John Hopgood and Chief of Staff Supt Peter Martin. An extortion demand for false overcharges by contractor Wilson for \$47,962.97 dated 11.08.2000 was left behind during a nun-chucker attack in Bright's home 16.08.00 by 2 of Wilson's associates. The 2 attackers left when Bright got a kitchen knife to one of their throats. This was ignored by Det Sen Sgt Leigh Gorrie and Det Sgt Trevor Kidd. They also 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 on a sales sign **'Never compacted - edge of dam'**, yet 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 and build, **“You will never own this land!”**, after a 14 months delay. Det Sgt Trevor Kidd accepted a false claim by Wilson to charge John Bright for stealing a 300mm backhoe bucket, abandoned on site with other materials for 8 months, worth only \$300, and recovered. Yet Wilson never paid John Bright one cent for the 14 months hire of his 8 tonne tipper and excavator at the going rate of \$55/hour, and offered \$8/hour.

Work was slow, and intentionally stopped by Wilson for 6 months from Mar99, 6 months after his commencement. Graham Ledwidge loans/relationship manager of the CBA finally said the subdivision was out of control, and directed a more capable project engineer. John Koek of Baseline Consulting Pty Ltd was employed on 1.07.99 when the project was 95% completed. John Koek got the project 'on maintenance' (practical completion) for the BCC 26.10.1999.

Wilson was paid an additional \$255,000 for inflated claims of up to 300% for extras, and having spent this, demanded \$200,000 more or 2 blocks of land. The contract price was \$358,000 with extras at cost + 5%, and verified by John Koek of Baseline. Det Mark Hughes said Koek's report (of 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 17 months to complete, and directed there were 2 options:

- 1). to pay up to 300% for extras (and hope for completion), or
- 2). to reinstate the subcontractors and complete the subdivision according to the SAA rules and regulations, as explained by the BCC internal investigation section, who directed to set out this case so the Qld Police get the credit for a job well done.

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. Wilson directed Elliott to remove the orange conduit from site. Elliott said he had only 7 days work to finish (unimpeded by site works) so he and Roselin would be paid. Wilson then tried to punch out Elliott, and 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 as an extra charge 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/drainer apparently was never paid in full by Wilson.

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

The discussion with James Pitman CBA was to write off ~\$250,000 being 9 blocks of land sold not for the valuations from \$92,500+ but for \$75,000+ each, to get deposits quickly for CBA loan approval. Then on instruction by loans/credit manager Graham Ledwidge CBA to John Bright to rip up the 9 no deposit contracts for \$785,000 accepted by James Pitman for the CBA, thus breaking the law, Bright's accountant of many years Tim Allen did this. Tim Allen was paid \$10,000 to rip up his contract. This was a CIB initiated trap to be used as evidence in court. He 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 accept this \$10,000 to lose money – ie. with his contract ripped up he had foregone acquiring a \$92,500+ block of land for \$75,000. The CBA via Graham Ledwidge paid John Bright \$25,000 16.10.00 with a part confession for their negligence and guilt. Pitman was made the CBA scapegoat. He directed to search the bank for justice and then confessed he would not speak out as he would lose his new job at Westpac, also as a relationship manager.

Wilson engaged a 4th solicitor James Conomos to follow his plan for fraudulent liquidation, as a vexatious litigant. Wilson 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.

It was all too much for Adam Sambrook, so Reg Kleidon from Bain Gasteen solicitors took over.

David Wilson barrister (maiden name, no relation to Rob Wilson), later Williams, was then employed on a semi-permanent basis by John Bright, and gained his trust, initially quoting the criminal code S391 re the abandoned bucket. Det Trevor Kidd's charges of stealing were dropped, and Bright signed a Qld AG release not to sue for wrongful arrest.

Judge Margaret White ruled the CBA to give disclosure of the details of the CBA's payment of \$25,000 and the part confession to Bright. Bright's solicitor Reg Kleidon was unable to gain a full confession of bank guilt due to the skill of Ian Hanger QC acting for the CBA. Kleidon said "I will swear in court it was the best I could do". On the 6.03.00 Graham Ledwidge wrote that JF & Pike's records are for the CBA only, but Bright paid the engineers Henwood and JF&Pike directly for their reports, and needed the Supreme Court's ruling enforced for disclosure to provide clarity. Judge Margaret White's ruling was defied, to enable the CBA's complicity, deception and fraud in this failure.

In the Holland Park Magistrates Court 421-22/00 471/00 Magistrate Austin ruled

“I do not care what (anyone from) the Police Minister down has to say”.

Wilson perjured himself in court when he denied that his son-in-law Adam was in a photograph using the excavator. His solicitor James Conomos' groans confirmed this fact. John Bright was traumatised by this and other court actions. Wilson confessed in court **“If I go down, lots of people will go down with me!”**

In the District Court of Qld 4920/2000 Henwood Consulting Engineers vs Badja Pty Ltd Judge Brabazon berated David Wilson during proceedings over one hour, and admonished her **“That's not the way to do it”**, meaning David Wilson never supplied the civil, electrical and CIB reports. David Wilson presented no case whatsoever in court, and in effect abandoned the case and her client. And see 'The CM' article 14.09.02 p14 **'Former Prosecutor on Fraud Charges'**. David Wilson was charged Sep02 and gaoled for 6 months (of 3 years) in Nov04 for forging Bright's manager Gary Armstrong's signature to obtain \$198,000 while working in Bright's office. She was disbarred for life Oct05 by Chief Justice Paul de Jersey.

Later Supreme Court Judge Muir ruled **“I do not understand. I need clarity”**. He liquidated Badja Pty Ltd, because Bright refused to pay any more of Wilson's falsely based claims, this one an inflated insurance claim for \$10,000 for remedial work caused by flooding of dirt on the streets by 'make work' rotary hoeing. All of the money received by Badja >\$2 million was used up in the Magistrates, District and Supreme Courts, mediation and arbitration, and to pay out the CBA. Wilson probably spent >\$250,000 in legal costs. Bright's legal costs were >\$250,000. Wilson was paid the \$358,000 contract price + \$255,000 for extras, and attempted to extort \$200,000 in cash or 2 blocks of land, and \$47,000 more in extras. Ada Bright, PO Box 4120 Caloundra Qld 4551, 2nd defendant of eleven 07 5497 1957