

SUPREME COURT OF QUEENSLAND

**REGISTRY:
NUMBER:**

Plaintiff: Russell Gordon Haig **Mathews**

AND

First Defendant: Rev Canon Professor Dr John **Morgan**
Warden, St John's College,
The University of Queensland,
St Lucia, Brisbane.

AND

Second Defendant: Brisbane City Council (**BCC**).

AND

Third Defendant: **Hugh Douglas McVean,**
"Coorabel" Windsor Rd Nambour 4560

AND

Fourth Defendant: **Coral Louise McVean,**
"Coorabel" Windsor Rd Nambour 4560

Filed in the *Brisbane* registry on

STATEMENT OF CLAIM

This claim in this proceeding is made in reliance on the following facts:

1. The Plaintiff has multiple disabilities.
2. The Plaintiff had a major head injury on 25 November, 1967. He spent 14 days in hospital on that occasion.



3. The Plaintiff suffered brain damage. He has clinically significant atrophy in his brain.
4. The Plaintiff has never recovered from that injury.
5. The plaintiff was granted a Disability Support Pension on 23 September, 1999.
6. Hugh Douglas McVean (Hugh) had then been associated with the plaintiff's family for three or four months and has now been associated for all time since with his family. He married the plaintiff's sister, now called Coral Louise McVean (Coral) in July 1969.
7. Hugh and Coral (HC) have been closely associated with the plaintiff and his parents at all times since.
8. Hugh and Coral (HC) have been aware, since that time, of all the medical treatment and events associated with the plaintiff's disabilities. Hugh has been closely advised and informally consulted since that time on these matters, by the plaintiff and his parents.
9. Hugh is a para-medic being a trained pharmacist. He has worked as a pharmacist at all relevant times in this matter.
10. The plaintiff had multiple ECT treatments, additional multiple extended stays in hospital, repeated failures at University, extended and multiple drug therapies and multiple motor vehicle collisions while the plaintiff was the car driver or motorcycle rider in the years following the 1967 head injury.
11. Being a pharmacist, Hugh was informally consulted and advised on all of these.
12. Hugh has been aware of the plaintiff's disabilities at all times since 25 November, 1967.
13. The plaintiff has been unable to hold a steady job at any time since 25 November, 1967.
14. The plaintiff was bankrupted in 1990. He was discharged from bankruptcy in 1996
15. The Plaintiff was jailed in July 1992.
16. That jailing of the plaintiff had a massive detrimental psychological impact upon the plaintiff.
17. The plaintiff was arrested again in late 1993.
18. That jailing and that additional arrest were direct results of his disabilities.



19. His parents were very greatly concerned for his future due to his disabilities, his bankruptcy, his imprisonment and arrest.
20. Coral and Hugh (CH) were aware of how concerned the plaintiff's parents were and the reason for that concern.
21. After that arrest, Coral advised the plaintiff and his parents on behalf of HC that if there was anything they could do to help, they wanted to help.
22. Coral owed and owes the plaintiff a Fiduciary Duty.
23. Hugh owed and owes the plaintiff a Fiduciary Duty.
24. The plaintiff passed first year at The University of Queensland in 1993.
25. He wanted to buy a house near the University at St Lucia to continue his studies. He knew, at that time in late 1993, he would be discharged from bankruptcy in 1996.
26. Being bankrupt, he knew he could not borrow or own a house until he was discharged from bankruptcy.
27. With his parents' knowledge and support, and in accord with HC's offer to help, the plaintiff put the proposition to HC that they buy a house of the plaintiff's choosing, near the University of Queensland, in their name so that the plaintiff could fix it up, repair it and modify it, to make it a financial proposition by subletting bedrooms to students as share tenants, so that the plaintiff could obtain finance to buy it, when discharged from bankruptcy. This was expressed as an Option to Buy.
28. The plaintiff proposed to live in the house while he improved its financial viability for supporting and increasing its value and revenue production to exceed the amount needed to meet the repayments, and thus justify a loan, by having as many bedrooms to let as possible, and to have it in the best state to maximise rental return.
29. The agreement was that the plaintiff would pay a weekly stipend equivalent to the amount short term student tenants had been paying in rent for that house, and then pay an increased transfer price equivalent to the Market Price which was expected to increase over the intervening time, in line with experience, to transfer the legal title to the plaintiff.
30. This was all explained to Hugh and Coral who agreed to consider the proposition depending upon the actual house chosen..
31. Once CH had agreed, the plaintiff introduced them to the subject house at 254 Hawken Drive, St Lucia and another house nearby with six bedrooms already but at a higher price.
32. Additionally of alternatively, this is part performance of the contract which included the option to buy.
33. Hugh chose 254 Hawken Drive as the house to be the subject of the agreed proposition.
34. Hugh agreed to the Option to Buy contract in relation to 254 Hawken Drive.
35. There exists, and has existed since that time, and well before 25 February 1994, a contract of an Option to Buy the house at 254 Hawken Drive St Lucia, in favour of the plaintiff, while being a resident paying a stipend in the nature of rent, repairing and modifying the property to maximise its earning capacity



from share tenants, and that there has been part performance of that contract by the plaintiff.

36. Additionally or alternatively, the house and property at 254 Hawken Drive St Lucia is the subject of an EXPRESS trust with Hugh McVean and Coral McVean as trustees and Russell Gordon Haig Mathews, the plaintiff, as beneficial owner.
37. Additionally or alternatively, the house and property at 254 Hawken Drive St Lucia is the subject of a CONSTRUCTIVE trust with Hugh McVean and Coral McVean as trustees and Russell Gordon Haig Mathews as beneficial owner.
38. Additionally or alternatively, the house and property at 254 Hawken Drive St Lucia is the subject of a RESULTING trust with Hugh McVean and Coral McVean as trustees and Russell Gordon Haig Mathews as beneficial owner.
39. Additionally or alternatively, there exists, and has existed since and before 25 February, 1994, a contract of an Option to Buy the house at 254 Hawken Drive St Lucia at the Market Price at time of exercise of the option, in favour of the plaintiff, while being a resident paying a stipend in the nature of rent, repairing and modifying the property to maximise its earning capacity from share tenants, and that there has been part performance of that contract by the plaintiff.
40. Additionally or alternatively, that from the 25 February, 1994, Hugh McVean proceeded to act to frustrate the Option to buy contract so preventing the plaintiff from being able to exercise his Option to buy.
41. Additionally or alternatively, that from the 25 February, 1994, Hugh McVean proceeded to breach his Fiduciary Duty to the plaintiff by the secretive unconscionable act so preventing the plaintiff from being able to exercise his Option to buy.
42. This was affected by his decision and determination, that, immediately after 26 February, 1994, the totally wrecked shower should be replaced in the same position where it had been to prevent access to an extra bedroom, for which provision had already been made, so greatly diminishing the earning potential of the house.
43. This replacement of the shower cost more than the cost of putting a shower over the bath and finishing the building of the new room..
44. Without reference to the plaintiff, HC contracted for the house to the extent of 25% to Hugh and 75% to Coral and Hugh as trustees for the Howard Street Pharmacy Superannuation Fund (Super) as Tenants in Common. Transfer of title was on Friday 25 February, 1994.
45. Hugh had determined prior to signing that Real Estate Contract for the purchase of the house at 254 Hawken Drive, that he would repudiate the contract of the Option to Buy with the plaintiff, and not tell the plaintiff.
46. Hugh had determined prior to signing that Real Estate Contract for the purchase of the house at 254 Hawken Drive, that he would buy the house for himself, keep the plaintiff as a tenant, represent to him that he had an option to buy the house but act to ensure that the plaintiff would never be in a situation to exercise his option.



47. One aspect of the plaintiff's disability is that he sees things in black and white.
48. The plaintiff did not realise that Hugh was repudiating the Option to buy.
49. Hugh repeatedly indicated to the plaintiff and his parents that the plaintiff had an option to buy the house at 254 Hawken Drive.
50. Hugh realised that having the plaintiff believing that he had an option to buy he would be a better proposition to pay rent and act as a tenant.
51. From some time after their signing of the contract, Hugh stated the he considered that the house at 254 Hawken Drive would be a good long term investment for his retirement and his family.
52. More recently, Hugh has been using this fact that he was saying this, to deny that there has ever been an option for the plaintiff to buy this property.
53. The plaintiff moved in on Saturday 26 February, 1994. HC assisted the plaintiff move into the house.
54. The Plaintiff paid the agreed weekly stipend.
55. Additionally or alternatively, this is part performance of the contract which included the option to buy.
56. CH have always had intimidatory manners to the plaintiff.
57. CH continued to act towards the plaintiff in an intimidatory manner since then also.
58. On the evening of 26 February, 1994, after everyone else except Hugh and the Plaintiff, had left the house at 254 Hawken Drive St Lucia, after the day of moving in with a number of trips by the truck from Chermside to St Lucia, Hugh produced a blank REIQ Tenancy Agreement. He asked the plaintiff to sign it blank. Hugh stated that it was just because his super fund, Super, had an interest and he just wanted something to put in the file for his superannuation fund, to keep the Superannuation commissioner happy if ever Hugh was quizzed. He stated it was for no other purpose. Hugh advised that he did not have the time to complete it then and that he did not intend to complete it, but just put it on the file for the Super Fund.
59. The plaintiff was uncomfortable but signed it under duress. The plaintiff felt intimidated from the usual actions towards him, by Hugh and Coral.
60. Additionally or alternatively, the plaintiff placed his signature on the blank form due to the extent of undue influence over him by Hugh.
61. The relative difference in power positions of Hugh and the plaintiff, was major.
62. One aspect of the plaintiff's brain damage disabilities is that he is gullible and sees things as black and white.
63. Additionally or alternatively, this was a breach of the Fiduciary Duty owed to the plaintiff by Hugh.
64. Hugh then at some time subsequent, completed the whole form and had it signed by Coral and Hugh and had their signatures witnessed by the plaintiff's and Coral's mother (Mum), who was also asked to witness the signature of the plaintiff, whose signature she knew and recognised. This she did.
65. This is a fraud upon the plaintiff.



66. HC have now produced that completed form as a Tenancy agreement to the Small Claims Tribunal in an action to gain a Warrant of Possession of 254 Hawken Drive. This is a Fraud upon the Court and is a Contempt of Court.
67. Mum is now blind. She lives with CH and Coral receives a Carer's Pension for caring for Mum. Mum is totally dependant upon Coral and CH. Mum is subject to Undue Influence form Coral and CH.
68. Since the time of the plaintiff becoming resident at 254 Hawken Drive, HC have repeatedly acted to intimidate the plaintiff.
69. Hugh immediately began to frustrate the plaintiff's attempts to fix the house to enable it to be best configured to support a loan and application for a loan to purchase the property.
70. The shower in the bathroom was wrecked at time the plaintiff became resident. It was situated in what could be a hall to another bedroom above the garage and in front of the bathroom already under the existing roof.
71. Provision had already been made for that 3 metre by 3 metre bedroom where the bed would be built in above the lower section of the split level house and not within that 3 metre by 3 metre section.
72. The plaintiff wanted the shower placed over the bath, to allow the new hallway to be utilised so that that extra bedroom could be added as a major step towards making the house a viable proposition to support the repayments on a loan.
73. That modification to the shower and the new room would have cost less than the new shower in its original position did actually cost, and was expected to cost.
74. One aspect of the plaintiff's disability is that he sees the world in black and white.
75. Hugh indicated repeatedly that the plaintiff had an option to buy the property at 254 Hawken Drive.
76. In December 2002, at the home of the parents of the plaintiff, Hugh stated that he could accommodate the plaintiff for the funds that would be available from the sale of plaintiff's parents' home, prior to the sale of the home of the plaintiff's parents, to enable the plaintiff to purchase the property at 254 Hawken Drive, St Lucia, in line with the agreed Option to Buy.
77. The plaintiff then contacted his bank to determine that he could finance the remainder of the transfer price.
78. The plaintiff contacted Hugh in January 2003, to further the transfer. Hugh stated that the property was not for sale.
79. Additionally or alternatively, this was a breach of Hugh's fiduciary Duty.
80. Additionally or alternatively, the refusal was a breach of Contract by Hugh.
81. The Plaintiff is the beneficial owner of his home at 254 Hawken Drive, St Lucia, on the corner with Boomerang Road.
82. The plaintiff is disabled and has been so for more than three decades. The Brisbane City Council (BCC) has been aware of the disability of the plaintiff throughout all times involved in this action. Accordingly, the Second defendant (BCC) owed and still owes the Plaintiff a Fiduciary Duty not to take unconscionable advantage of his disabilities..



83. The Second defendant (BCC) sited a bus stop terminus along the Boomerang Road boundary of the Plaintiff's home.
84. The plaintiff advised the BCC that he intended to sue the BCC for nuisance caused by its customers at that bus terminus. The plaintiff suggested to BCC that before he sued BCC, he should give BCC the option to mitigate their damage by the building of a 1.8 metre fence between the Plaintiff's home and the bus stop.
85. The BCC offered to build a fence on the two street boundary of the plaintiff's home. The plaintiff agreed to that fence, and thus accepted the offer. This resulted in a contract being formed.
86. The BCC breached that contract because it deliberately built the fence with a major defect, and refused to fix it. The BCC refused to discuss the breach of the contract with the plaintiff.
87. Garth Donnelly of the BCC supervised the construction of the fence by John Simson (spelt correctly without a 'p') and his two workers/employees. Garth Donnelly instructed Simson to build the fence with a major defect of a gap between the ground and the fence ranging from 30 centimetres to 40 centimetres over a three metre section of fence. This was fraud by the BCC.
88. Additionally or alternatively, this was a breach of the Fiduciary duty that the BCC owed to the plaintiff.
89. Additionally or alternatively, the BCC owe the plaintiff a Duty of Care. The BCC have breached their Duty of Care.
90. Prior to beginning construction of the fence, Donnelly contacted Hugh McVean (Hugh), the holder of the legal title of 254 Hawken Drive. Hugh owes and has owed the plaintiff a Fiduciary Duty for more than thirty years. Hugh, in furtherance of his Fiduciary Duty to the plaintiff, should have advised Donnelly of the circumstances such that Donnelly knew that the Plaintiff was disabled and the beneficial owner of 254 Hawken Drive, and that Donnelly and the BCC owed the plaintiff a fiduciary duty.
91. By written correspondence, the plaintiff requested the BCC to inspect the defect in the fence. The BCC ignored the correspondence. Garth Donnelly suggested to the BCC that that correspondence from the plaintiff should be ignored.
92. From that time, the BCC and its officers engaged in a process of repeated harassment of the plaintiff to conceal the fraud, and, following the fraud on



the plaintiff by Donnelly on behalf of the BCC, to silence and punish the plaintiff for his refusal to accept the fraudulent acts of the BCC.

93. The plaintiff wrote repeatedly to the BCC requesting the fence be fixed. He was ignored. His correspondence was ignored and destroyed by the BCC with no copy kept.
94. The plaintiff had wished to improve his yard which was barren and steeply sloping by landscaping with retaining walls and mulching and composting.
95. He required the fence fixed before he could build retaining walls against the incomplete fence.
96. He advised all this to the BCC.
97. He expected the fence to be fixed and completed in a reasonable time.
98. He commenced to undertake other remedial work.
99. Due to his disability, he became fixated and obsessed with having the BCC complete the work they had contracted to do.
100. The plaintiff became dysfunctional.
101. He remains dysfunctional to the present time.
102. The BCC repeatedly refused to complete the work they had contracted to do.
103. The BCC ignored most correspondence from the plaintiff.
104. The plaintiff made repeated requests for access to relevant documents by FOI. Garth Donnelly had control of some documents. Some of those documents ridiculed the plaintiff, and suggested that the plaintiff's complaints should be ignored.
105. Donnelly did not provide notice of those documents. He did later provide them in peculiar circumstances. A statutory declaration as to the circumstances of the discovery by him of those documents, was prepared for his signature. He refused to sign it. He did not want to sign it. He was pressured to sign it by Wesener, the FOI officer of the BCC. Donnelly did then sign it
106. Adam Cotter employed by the BCC fabricated evidence to be placed before the Magistrates' Court. The fabricated evidence purported to show that



the plaintiff was an unworthy and unco-operative towards the BCC and so unworthy. This is contempt of court.

107. The roundabout at the intersection of Hawken Drive and Boomerang Road was built by the BCC in or about 1989. It was not built in accord with accepted engineering practice as required by Queensland laws, bylaws and regulations, nor built as required by Queensland laws, bylaws and regulations.
108. This has been recognised by the BCC.
109. The area of that roundabout is a local peak in the land. The level of the roundabout should have been lowered. Instead, the circumference was raised. This raised the level of the footpath and street guttering outside the home beneficially owned by the plaintiff.
110. These road and land works now direct rainwater that falls on the BCC footpath and land into the yard of the house beneficially owned by the plaintiff. This erodes the front yard of the home beneficially owned by the plaintiff.
111. The BCC attempted a “bandaid” “solution”, of construction of a drain across the driveway to the home beneficially owned by the Plaintiff. That drain has been ineffective.
112. The road that is Hawken Drive on the boundary of the property beneficially owned by the plaintiff, is now a local peak in Hawken Drive.
113. Accepted engineering practice dictates that the road should have been lowered to reduce gradients in the road, and so that the level of the road was less extreme compared to the two properties on either side of the road at that point. It was not. The level of the road was raised to be equal to the height of the footpath on the upper side of the road, a local peak in the surrounding land.
114. When the road in Hawken Drive was raised so too was the footpath, with soil and fill spilling into the front yard of the house now beneficially owned by the plaintiff. This caused the upper section of land in that yard abutting the fence boundary with Hawken Drive to be much steeper than it was naturally. Subsequently, the footpath was raised even further, with the soil and fill on the then higher footpath to be retained by the previous fence which was demolished by BCC.
115. The BCC illegally entered the yard of the home of the plaintiff on 29 November, 2004. They did not have a court order or a warrant authorising entry.



116. The BCC entered the yard of 254 Hawken Drive, despite the display of a "KEEP OUT, PRIVATE PROPERTY, TRESPASSERS WILL BE PROSECUTED" sign. By the case of *Halliday v Nevill* (1984) 155 CLR 1, Implied Consent to enter for a legitimate purpose was thus removed. The case of *Plenty v Dillon* (1991) 171 CLR 635, supports that the entry by the officers of the BCC was a trespass and illegal.
117. The BCC purported to enter the yard on the basis of a Vermin Notice dated 1 November, 2004. That notice was and is invalid.
118. That vermin notice of 1 November, 2004 was invalid for numerous reasons.
119. One reason is that the notice is invalid for uncertainty.
120. The BCC and its officers, falsely and with knowledge of the falsity, advised the Queensland Police that they had legal entry to the property.
121. In response to an earlier notice dated on or about 16 July, 2004 and expressed in similar uncertain terms, the plaintiff requested of the BCC particulars of that notice. They ignored that request for particulars.
122. Additionally or alternatively, that notice is invalid as an essential primary condition required of that notice was not met. That essential condition required by the legislation is that the time between when the notice is served and the due date must be reasonable having regard to the action that the plaintiff needs to take. Having regard to the amount of work actually performed by the BCC, that 14 day period was manifestly inadequate and not reasonable.
123. Additionally or alternatively, even if the Notice was effective, the entry by the BCC officers was illegal as they had not been properly authorised to enter the property.
124. In the early part of 2003, the plaintiff notified the BCC that he was disabled with details of his disability.
125. Additionally or alternatively, the entry to the yard at 254 Hawken Drive by the BCC officers was illegal as the BCC had abrogated their fiduciary duty to the plaintiff by taking unconscionable advantage of the plaintiff's disabilities..
126. Additionally or alternatively, the administrative decision to enter the property was invalid as it was affected by fraud being the culmination of the harassment to conceal the fraud, and following the fraud on the plaintiff by



Donnelly on behalf of the BCC, to silence and punish the plaintiff for his refusal to accept the fraudulent acts of the BCC against him.

127. Additionally or alternatively the administrative decision to enter the property was invalid as it was for an improper purpose.
128. The improper purpose was to carry out a 'demolition' of the yard in accord with the advised desire of Hugh McVean.
129. Additionally or alternatively, the administrative decision to enter the property was invalid as it followed the abrogation of the Fiduciary Duty owed by the BCC to the plaintiff.
130. The plaintiff claims damages from the Second defendants for the loss caused to the plaintiff by the fraud and harassment of him by the BCC.
131. The plaintiff claims punitive damages for the implementation of a policy of fraud and harassment of the plaintiff by the BCC due to the egregious manner in which it was implemented and for the cover-up and the nature of the extended duration of the harassment.
132. The plaintiff claims damages for the conversion of the contents of the yard at 254 Hawken Drive owned by the plaintiff and removed by the BCC officers when illegally entering the yard plus the property damage caused by the BCC when effecting entry by demolition of the fence at 254 Hawken Drive.
133. The plaintiff claims punitive damages for the conversion of the contents of the yard at 254 Hawken Drive owned by the plaintiff and removed by the BCC officers when illegally entering the yard plus the property damage caused by the the BCC when effecting entry by demolition of the fence at 254 Hawken Drive, due to the egregious and unconscionable treatment of the plaintiff, and having the plaintiff arrested..
134. Hugh has been having secret dealings with the BCC.
135. Hugh has stated to the BCC that the plaintiff is a mere tenant.
136. Hugh repeatedly advised the BCC that Hugh intended to sell the property and evict the plaintiff.
137. Prior to the BCC gutting and demolishing the yard of the plaintiff at 254 Hawken Drive, Hugh advised the BCC that he wanted the property demolished and the site cleared.
138. Hugh advised BCC that the plaintiff intended to take legal action and he wanted the house demolished. This is fraud upon the Judicial system and Contempt of Court.
139. Hugh has repeatedly ridiculed the plaintiff to the BCC.



140. Rev Canon Prof. Dr John Morgan, (Morgan), the Warden, of St John's College at The University of Queensland, manages the house called "Barrett House" (BH) at 256 Hawken Drive, adjoining the subject property of 254 Hawken Drive, for St John's College. BH is owned by The Brisbane Diocese, Anglican Church of Australia.
141. BH is a three bedroom house. It has been converted into a six bedroom house by converting the garage, lounge and dining room each into extra bedrooms.
142. Morgan wishes to obtain the ownership of 254 Hawken Drive so that a larger "College" for Post Graduate Students can be built on the combined properties, with such "College" to be run by St John's College.
143. Morgan has been having secret dealings with Hugh to buy the property at 254 Hawken Drive.
144. Morgan has encouraged the boarders at 256 Hawken Drive to make complaints to the BCC and to the Australian Broadcasting Commission about the plaintiff and his home at 254 Hawken Drive.
145. Additionally or alternatively, Morgan has failed to discourage the boarders at 256 Hawken Drive from making complaints to the Brisbane City Council (BCC) and to the Australian Broadcasting Commission about the plaintiff and his home at 254 Hawken Drive, while having full knowledge of those complaints.
146. Morgan owes the plaintiff a Duty of Care.
147. While he has known that the plaintiff is disabled, he has owed the plaintiff a Fiduciary Duty, not to take unconscionable advantage of the plaintiff's disabilities..
148. Once the Brisbane City Council (BCC) had completed the amount of work that they did on the fence construction, albeit leaving the large gap beneath it, the plaintiff decided to have the whole yard fenced.
149. The plaintiff obtained quotes for construction of fences needed between his home and his two neighbours and the fence between his neighbours, which also needed repair.
150. The plaintiff contacted Morgan and the other neighbour re discussing the construction of fences.
151. Morgan was too busy, and totally unco-operative.
152. Morgan lied to the plaintiff.
153. Morgan delayed the construction of the fence.
154. Morgan represented that his college were experts in fence construction and could build the chain wire fence.
155. The fence was built incompetently.
156. Morgan has refused to fix the fence.
157. The plaintiff had a contract with the College for the construction of the two fences abutting the plaintiff's yard. The college built the other fence between the two neighbours of the plaintiff.
158. The plaintiff supplied his labour for the total demolition of the previous fences and the total removal of all demolished material.



159. The plaintiff supplied some labour towards the construction of the new chain wire fence.
160. There was no monetary cost to the plaintiff, and no cost at all to Hugh or Coral or their associates.
161. Hugh and Rev John Morgan have been having secret dealings with the intention of having the Plaintiff evicted, the house demolished and the property sold to The Anglican Church of Australia, Diocese of Brisbane to be combined with 256 Hawken Drive to build a college for Post Graduate students managed by St Johns College.

The plaintiff claims the following relief:

Declarations, damages, restitution and compensation as per the Claim filed in this matter.

162. The plaintiff claims damages from the Second defendants for the loss caused to the plaintiff by the fraud and harassment of him by the BCC.
163. The plaintiff claims punitive damages for the implementation of a policy of fraud and harassment of the plaintiff by the BCC due to the egregious manner in which it was implemented and for the cover-up and the nature of the extended duration of the harassment.
164. The plaintiff claims damages for the conversion of the contents of the yard at 254 Hawken Drive owned by the plaintiff and removed by the BCC officers when illegally entering the yard plus the property damage caused by the BCC when effecting entry by demolition of the fence at 254 Hawken Drive.
165. The plaintiff claims punitive damages for the conversion of the contents of the yard at 254 Hawken Drive owned by the plaintiff and removed by the BCC officers when illegally entering the yard plus the property damage caused by the the BCC when effecting entry by demolition of the fence at 254 Hawken Drive, due to the egregious and unconscionable treatment of the plaintiff, and having the plaintiff arrested..

The plaintiff elects trial by jury

Signed:

Description: Plaintiff

NOTICE AS TO DEFENCE

Your defence must be attached to your notice of intention to defend.

