

SUPREME COURT OF QUEENSLAND

REGISTRY: BRISBANE
NUMBER: PS 4337/05

Plaintiff: Russell Gordon Haig Mathews

AND

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

AND

Second Defendant: Brisbane City Council (BCC).
~~Brisbane Administration Centre,
69 Ann Street,
Brisbane.~~

AND

Third Defendant: Hugh Douglas McVean, (Hugh)
~~"Coorabel" Windsor Rd Nambour 4560.~~

AND

Fourth Defendant: Coral Louise McVean, (Coral)
~~"Coorabel" Windsor Rd Nambour 4560.~~

Claim: Filed by the plaintiff: Russell Gordon Haig Mathews
254 Hawken Drive, St Lucia, Q4067.
Ph. 3870-9772.

Form 2 R.22 Emlad: russellm@humbug.org.au

Claim: Russell Gordon Haig Mathews
254 Hawken Drive, St Lucia.
'Phone 3870-0772.
Emlad: russellm@humbug.org.au/

Filed by Applicant: Russell Gordon Haig Mathews.



CLAIM

The plaintiff claims:

1. The Plaintiff seeks a Declaration that the property at 254 Hawken Drive St Lucia is beneficially owned by the plaintiff. . **[Supreme Court Act 1995: Div 9: Section 128.]**
2. Additionally or alternatively, the Plaintiff seeks a Declaration that the house and property at 254 Hawken Drive St Lucia is the subject of an EXPRESS trust with Hugh McVean (Hugh) and Coral McVean (Coral) as trustees and the Plaintiff, Russell Gordon Haig Mathews as beneficial owner. . **[Supreme Court Act 1995: Div 9: Section 128.]**
3. Additionally or alternatively, the Plaintiff seeks a Declaration that the house and property at 254 Hawken Drive St Lucia is the subject of an CONSTRUCTIVE trust with Hugh McVean and Coral McVean as trustees and the Plaintiff, Russell Gordon Haig Mathews as beneficial owner. . **[Supreme Court Act 1995: Div 9: Section 128.]**
4. Additionally or alternatively, the Plaintiff seeks a Declaration that 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 the Plaintiff, Russell Gordon Haig Mathews as beneficial owner. . **[Supreme Court Act 1995: Div 9: Section 128.]**
5. Additionally or alternatively, the plaintiff seeks a declaration that there exists, and has existed since or before 25 February. 1994, a contract for tenancy or residence in the house with 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. **[Supreme Court Act 1995: Div 9: Section 128.]**
6. The plaintiff seeks a stay of the action in the Small Claims Tribunal by Hugh and Coral to gain a Warrant of Possession of the House at 254 Hawken Drive, St Lucia, against the interests of the Plaintiff.
7. Additionally or alternatively, the plaintiff seeks a Removal to the Supreme Court of the action in the Small Claims Tribunal by Hugh and Coral to gain a Warrant of Possession of the House at 254 Hawken Drive, St Lucia, against the interests of the Plaintiff.
8. Additionally or alternatively, the plaintiff seeks a declaration that there has been part performance by the plaintiff, of that contract which included the Option to Buy by the plaintiff. **[Supreme Court Act 1995: Div 9: Section 128.]**
9. Additionally or alternatively, the plaintiff seeks a declaration that Hugh Douglas McVean breached that contract which included the Option to Buy by using his position of power to have the plaintiff put his signature on a blank Tenancy Agreement form. **[Supreme Court Act 1995: Div 9: Section 128.]**
10. Additionally or alternatively, the plaintiff seeks a declaration that Hugh Douglas McVean breached that contract which included the Option to Buy by his repeated assertions that he considered the house at 254 Hawken Drive would be a good long term investment for his family and his retirement. **[Supreme Court Act 1995: Div 9: Section 128.]**



11. Additionally or alternatively, the plaintiff seeks a declaration that Hugh Douglas McVean breached his fiduciary duty owed to the plaintiff, where that fiduciary Duty is owed both because the plaintiff is disabled and well known to be so by Hugh McVean, and also because the house was the subject matter of an EXPRESS TRUST, CONSTRUCTIVE TRUST or RESULTING TRUST. **[Supreme Court Act 1995: Div 9: Section 128.]**
12. Additionally or alternatively, the plaintiff seeks a declaration that the Hugh and Coral have acted in contravention of the Australian Taxation legislation in respect of their action as trustees of the Howard Street Pharmacy Superannuation fund (Super). **[Supreme Court Act 1995: Div 9: Section 128.]**
13. Additionally or alternatively, the plaintiff seeks an order of specific performance of that contract to buy the house at 254 Hawken Drive at a market value of \$200,000 which existed at the date in 1996 when the plaintiff was discharged from Bankruptcy.
14. Additionally or alternatively, the plaintiff seeks an order that Hugh Douglas McVean breached that contract which included the Option to Buy and that he therefore repay to the plaintiff all the moneys that the plaintiff has paid in weekly stipends in the nature of rent, with Interest.
15. Additionally or alternatively, the plaintiff seeks an order that Hugh Douglas McVean breached that contract which included the Option to Buy and that he therefore pay to the plaintiff all the moneys that the plaintiff would have received in weekly stipends or rent from Share House tenants, with Interest.
16. Additionally or alternatively, the plaintiff seeks a declaration that Hugh Douglas McVean breached that contract which included the Option to Buy. **[Supreme Court Act 1995: Div 9: Section 128.]**
17. Additionally or alternatively, the plaintiff seeks a declaration that Hugh Douglas McVean breached his Fiduciary Duty to the plaintiff. **[Supreme Court Act 1995: Div 9: Section 128.]**
18. Additionally or alternatively, the Plaintiff seeks a Declaration that the roundabout built at the corner of Hawken Drive and Boomerang Road, St Lucia is illegal as it is not built in accordance with sound engineering principles and practice as required by Queensland Laws, bylaws and regulations. **[Supreme Court Act 1995: Div 9: Section 128.]**
19. Additionally or alternatively, the Plaintiff seeks a Declaration that the roundabout built at the corner of Hawken Drive and Boomerang Road, St Lucia is illegal as it is not in accord with the Queensland Laws, bylaws and regulations. **[Supreme Court Act 1995: Div 9: Section 128.]**
20. The Plaintiff seeks a Declaration that the section of road in Hawken Drive for a distance of in excess of 40 (forty) metres from the roundabout at the corner of Hawken Drive and Boomerang Road, St Lucia extending towards The University of Queensland it is not built in accord with the Queensland Laws, bylaws and regulations. **[Supreme Court Act 1995: Div 9: Section 128.]**
21. Additionally or alternatively, the Plaintiff seeks a Declaration that the section of road in Hawken Drive for a distance of in excess of 40 (forty) metres from the roundabout at the



corner of Hawken Drive and Boomerang Road, St Lucia extending towards The University of Queensland it is not built in accordance with sound engineering principles and practice as required by Queensland Laws, bylaws and regulations. **[Supreme Court Act 1995: Div 9: Section 128.]**

22. Additionally or alternatively, the Plaintiff seeks Award of Damages by the Second defendant for breaches of the Duty of Care, Breach of Fiduciary Duty, and breach of contract, for the deliberate defect built into the fence on the Hawken Drive boundary of the plaintiff's home beneficially owned by him, and for the continued conduct of intimidation and harassment and fraud towards the plaintiff over an extended period of time in excess of four years directed at not fixing the fence and continuing to defraud the plaintiff.
23. Additionally or alternatively, the Plaintiff seeks Punitive or exemplary damages for the egregious manner in which the second defendant breached its duty as referenced immediately above.
24. The Plaintiff seeks a Declaration that the entry to the property at 254 Hawken Drive, St Lucia on 29 November, 2004 was illegal. **[Supreme Court Act 1995: Div 9: Section 128.]**
25. Additionally or alternatively, the Plaintiff seeks Award of Compensation paid to the plaintiff by the defendants for the conversion and loss of material and loss of the result of the plaintiff's toil to improve the quality and fertility of his yard at 254 Hawken Drive, when on 29 November, 2004, the Second Defendant, by its servants illegally entered the property beneficially owned by the defendant and proceeded to gut the yard over a three day period.
26. Additionally or alternatively, the Plaintiff seeks Punitive or exemplary damages for the egregious manner in which the second defendant's servants illegally entered the property beneficially owned by the defendant and proceeded to convert the property of the plaintiff and gut and clear the yard over a three day period as referenced immediately above, and for causing the plaintiff to be arrested being present while they continued to convert his property and gut his yard..
27. Additionally or alternatively, the Plaintiff seeks a Declaration that Rev. Canon Prof. Dr John Morgan (Morgan) caused the boundary fences of chain wire construction between 254 and 256 Hawken Drive St Lucia and between 254 Hawken Drive and the adjoining property in Boomerang road, to be built incompetently in that it did not have end posts. **[Supreme Court Act 1995: Div 9: Section 128.]**
28. Additionally or alternatively, the Plaintiff seeks a Declaration that Morgan caused an unnecessary delay in the construction of the boundary chain wire fences by dishonesty. **[Supreme Court Act 1995: Div 9: Section 128.]**
29. Additionally or alternatively, the Plaintiff seeks a Declaration that Morgan has detrimentally affected the plaintiff's quiet enjoyment of his home which he beneficially owns for the sole purpose of causing the plaintiff to be removed so that Morgan could buy the property at 254 Hawken Drive. **[Supreme Court Act 1995: Div 9: Section 128.]**



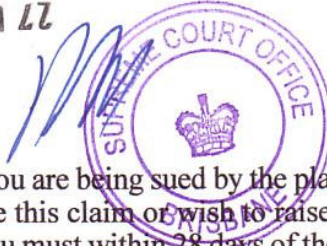
The plaintiff makes this claim in reliance on the facts alleged in the attached Statement of Claim.

ISSUED WITH THE AUTHORITY OF THE SUPREME COURT OF QUEENSLAND

And filed in the Brisbane Registry on:

27 MAY 2008

Registrar:



To the defendant[s]:

TAKE NOTICE that you are being sued by the plaintiff in the Court. If you intend to dispute this claim or wish to raise any counterclaim against the plaintiff, you must within 28 days of the service upon you of this claim file a Notice of Intention to Defend in this Registry. If you do not comply with this requirement judgment may be given against you for the relief claimed and costs without further notice to you. The Notice should be in Form 6 to the Uniform Civil Procedure Rules. You must serve a sealed copy of it at the plaintiff's address for service shown in this claim as soon as possible.

Address of Registry: Supreme Court of Queensland Building,
George Street, Brisbane.

If you assert that this Court does not have jurisdiction in this matter or assert any irregularity you must file a Conditional Notice of Intention to Defend in Form 7 under Rule 144, and apply for an order under Rule 16 within 14 days of filing that Notice.

The **First Defendant** is sued in a representative capacity as representative of the Brisbane Diocese of the Anglican Church of Australia.



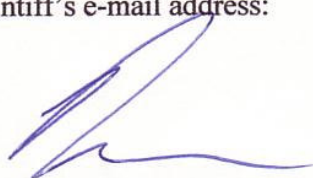
PARTICULARS OF THE PLAINTIFF:

Name: Russell Gordon Haig Mathews.

Applicant's residential address: 254 Hawken Drive, St Lucia.

plaintiff's address for service: 254 Hawken Dr., St Lucia.
plaintiff's telephone number: 3870-9772
plaintiff's e-mail address: russellm@humbug.org.au

Signed:



Description: Plaintiff.

Dated:

27 May 05

This Claim is to be served on: **Brisbane City Council.**
Of Brisbane Administration Centre,
69 Ann Street,
Brisbane.

Rev Professor Dr John Morgan, Warden,
Of St John's College,
The University of Queensland,
St Lucia, Brisbane.

Hugh Douglas McVean,
Of "Coorabel" Windsor Rd Nambour 4560

AND

Coral Louise McVean,
Of "Coorabel" Windsor Rd Nambour 4560

