

SUPREME COURT OF QUEENSLAND

REGISTRY: BRISBANE
NUMBER: BS7941 of 2005

SUPREME COURT
OF QUEENSLAND

First Plaintiff:
15 JUN 2007

NICHOLAS GUY FORTUNE SUDES

AND

FILED
BRISBANE
Second Plaintiff:

DAMON FRANK YOUNG

AND

Third Plaintiff:

TONY ARTHUR LOVELL

AND

Fourth Plaintiff:

ALL STATE PARTNERS (GOLD COAST) PTY LTD
ACN 103 530 687

AND

First Defendant:

DARREN JOHN SHIRLAW

AND

Second Defendant:

SHIRLAWS (NO.1) PTY LTD ACN 083 068 553

AND

Third Defendant:

CRAIG WEST

FURTHER AMENDED STATEMENT OF CLAIM

Filed in the Brisbane Registry on June 2007



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

1. At all times material to these proceedings:
 - (a) The First, Second and Third Plaintiffs were each chartered accountants practising in Queensland;
 - (aa) The Fourth Plaintiff:
 - (i) is and was incorporated from 29 January 2003;

FURTHER AMENDED STATEMENT OF CLAIM
Filed on behalf of the Plaintiffs
Form 16 rr 22, 146, 378

HOPGOOD GANIM LAWYERS
Level 8, Waterfront Place
1 Eagle Street
Brisbane QLD 4000

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Dated this 15th day of June 2007
Hopgood Ganim Lawyers, Solicitors for the Plaintiffs
BRISBANE
15/06/07

- (ii) is and was capable of bringing suit;
- (b) The First Defendant:
- (i) held himself out as an expert in assisting and advising businesses in maximising their profits;
 - (ii) was the agent or servant, and the controlling mind, of the Second Defendant;
 - (iii) owned 32.5% of the issued share capital in Allstate Partners Pty Ltd ACN 093 120 659 ("Allstate Sydney");
 - (iv) owned 100% of the issued share capital in the Second Defendant;
- (c) The Second Defendant:
- (i) is and was incorporated;
 - (ii) is and was capable of being sued;
 - (iii) carries on, and carried on, the business of assisting and advising businesses in maximising their profits;
 - (iv) held itself out as an expert in the provision of the said assistance and advice;
 - (v) traded under the name of "Shirlaws Business and Management Consultants";
 - (vi) styled itself as a "business coach" and as a business or management consultant;
 - (vii) provided assistance and advice, in the course of the said business, to Allstate Sydney;
 - (viii) was a "trading corporation" and was "engaged in trade or commerce" as those terms are used in the *Trade Practices Act 1974* ("the Act");
- (d) One Paul David Crane ("Mr Crane"):
- (i) was an agent or servant of the Second Defendant;
 - (ii) was acting within the scope of the authority given him by the Second Defendant;
- (e) Allstate Sydney:
- (i) is and was incorporated;

- (ii) carried on the business in New South Wales of providing accountancy services;

(e)(f) The Third Defendant:

- (i) was a director of Allstate Sydney;
- (ii) was acting as the agent or servant of Allstate Sydney.

2. In or about late August or early September 2002:

- (a) The First, Second and Third Plaintiffs were each working for a national accountancy practice known as "Stockfords";
- (b) The First, Second and Third Plaintiffs resolved amongst themselves that they would leave their employment with Stockfords and commence to practise together elsewhere ("the common plan") ;
- (c) The Second Plaintiff, on behalf of each of all the First, Second and Third Plaintiffs, approached the Second Defendant by its agent, Mr Crane, informed him of the First, Second and Third Plaintiffs' common plan, and enquired as to whether the Second Defendant could provide the said Plaintiffs with advice as to how best they might set up in practice together;
- (d) Mr Crane, in response, indicated that the Second Defendant could provide the said advice and furnished the Second Plaintiff with a two page document which:
 - (i) was entitled "Moving Forward for DY, TL and NS";
 - (ii) was issued on behalf of the Second Defendant;
 - (iii) indicated that the fee payable would be \$10,000.00 plus goods and services taxes;
 - (iv) described the nature of the advice to be provided as including "design a strategy – prepare blueprint", "research market options: to determine whether to build the business on your own or utilise current product options" and to consider an "Allstate Option" and, in particular, to consider "possible option to utilise '[Allstate Sydney]'s systems and position" ("the Initial Advice");
 - (v) indicated that the Second Defendant could also provide an ongoing consultancy or "coaching" service, for a fee of \$3,000.00 per month;
 - (vi) was created by, and on the stationery of, the Second Defendant.
- (e) After conferring with the ~~other~~ First and Third Plaintiffs, the Second Plaintiff orally retained the Second Defendant on behalf of each of all the First, Second and Third Plaintiffs to provide the said Initial Advice and such coaching services as they might require ("the Retainer").

3. In the circumstances set out above, the Retainer:
 - (a) Was between the First, Second and Third Plaintiffs, on the one hand, and the Second Defendant, on the other hand;
 - (b) Was partly written and partly oral;
 - (c) To the extent it was written, consisted of the document entitled "*Moving Forward for DY, TL and NS*";
 - (d) To the extent it was oral, consisted of the First, Second and Third Plaintiffs' assent to the offer contained in the said document;
 - (e) Included express terms that:
 - (i) The Second Defendant would advise the First, Second and Third Plaintiffs as to how to best set up in practice as accountants together ("the Initial Advice");
 - (ii) The Second Defendant would, in addition to the Initial Advice, provide such coaching services as the said Plaintiffs might require;
 - (iii) The First, Second and Third Plaintiffs would pay the Second Defendant a fee of \$10,000.00 plus GST for the Initial Advice, and a further monthly fee of \$3,000.00 plus GST for the said coaching services;
 - (f) Included implied terms that the Second Defendant, its servants and agents would, in providing both the Initial Advice and the coaching services:
 - (i) Exercise reasonable skill, care and diligence;
 - (ii) Furnish the First, Second and Third Plaintiffs with all information reasonably available to the Second Defendant which might reasonably be considered relevant to the First, Second and Third Plaintiffs' decision making;
 - (iii) Refrain from withholding any information reasonably available to the Second Defendant which might reasonably be considered relevant to the First, Second and Third Plaintiffs' decision making;
 - (iv) Apprise the First, Second and Third Plaintiffs of any interest the Second Defendant, its servants or agents had in the advice being provided.
4. In accordance with the Retainer, the First, Second and Third Plaintiffs, between September 2002 and December 2003, paid the Second Defendant a sum of \$53,900.00, made up as follows:
 - (a) A sum of \$11,000.00 on 30 September 2002 for the Initial Advice;

- (b) A sum of \$42,900.00 between December 2002 and December 2003, representing fees for thirteen months of coaching at \$3,300.00 per month.
5. In part performance of the Retainer, the Second Defendant:
- (a) By Mr Crane, met with each of the First, Second and Third Plaintiff individually in order to ascertain his business goals;
 - (b) Was informed, through the said meetings, that the First, Second and Third Plaintiffs wished, amongst other things, to avoid practising as a branch office of a national firm, as had occurred whilst they were working for Stockfords;
 - (c) Arranged for the First Second Plaintiff to attend a course in September 2002 run by the Second Defendant;
 - (d) Provided to the Plaintiffs a document entitled "*TL NS DY Strategy Proposal*";
 - (e) Arranged for the First, Second and Third Plaintiffs to meet with the First Defendant for a presentation in October 2002 for the purpose of receiving the Second Defendant's advice ("the Presentation").
6. At the Presentation:
- (a) The First, Second and Third Plaintiffs told the First Defendant that they were eager to be involved in a practice that had good operating systems, that dealt with "high value, low volume" work, and whose clientele was largely comprised of businesses seeking commercial advice, rather than individuals seeking assistance with tax returns;
 - (b) The First Defendant advised that he considered that there were three possible options for the First, Second and Third Plaintiffs, namely:
 - (i) Starting a new firm "from scratch";
 - (ii) Starting a Gold Coast branch office of Allstate Sydney;
 - (iii) Starting a Gold Coast firm which operated as a joint venture with Allstate Sydney;
 - (c) The First Defendant advised the First, Second and Third Plaintiffs that the first option, namely starting a practice from scratch, would require that significant resources be expended in establishing the necessary information technology systems and other office systems;
 - (d) The First, Second and Third Plaintiffs indicated to the First Defendant, as they had indicated previously to Mr Crane, that they were not interested in the second option, becoming a branch office to an existing firm;

- (e) The First Defendant then advised the First, Second and Third Plaintiffs that the Second Defendant had "*already built what you want*", and began to speak of Allstate Sydney;
- (f) The First Defendant informed the First, Second and Third Plaintiffs that he was very well aware of the position of Allstate Sydney because:
 - (i) The Second Defendant or a related entity had been providing coaching to Allstate Sydney;
 - (ii) The First or Second Defendant had a shareholding interest in Allstate Sydney;
 - (iii) The Second Defendant was represented on the Board of Allstate Sydney;
- (g) The First Defendant further represented to the First, Second and Third Plaintiffs that:
 - (i) Allstate Sydney was a successful Sydney accountancy practice and, in particular, the company's turnover had recently increased from \$170,000.00 to \$1.8 million whilst it was being coached by the Second Defendant;
 - (ii) The practice serviced "premium end" clients;
 - (iii) The practice had established, and documented, all the office systems necessary for an accounting practice;
 - (iv) The established office systems were being used successfully by Allstate Sydney in its accountancy practice;
 - (v) Allstate Sydney was considering an expansion into other parts of Australia and, if the Plaintiffs were to enter into a commercial arrangement with them, they might be involved in the said expansion;
 - (vi) If the said Plaintiffs provided Allstate Sydney with equity in their new practice, they could, in return, avail themselves of the systems and expertise at Allstate Sydney;
- (h) The Third Defendant was present for all the discussion set out above and, by his presence, acquiesced in the veracity of the First Defendant's statements;
- (i) The Third Defendant indicated that Allstate Sydney would accept 25% of the equity in the new practice in exchange for providing its existing systems and expertise;
- (j) In the circumstances, the First Defendant and the Second Defendant advised, and recommended, that the First, Second and Third Plaintiffs enter into a joint venture with Allstate Sydney.

7. The First Defendant and the Second Defendant failed to inform the First, Second and Third Plaintiffs, either during the Presentation or at all, of the following facts, namely:
 - (a) Allstate Sydney was in a financially precarious position in that:
 - (i) As at June 2002, the balance sheet of the company disclosed that it had an excess of liabilities over assets in the sum of \$130,330.00;
 - (ii) Allstate Sydney was in debt to the Australian Taxation Office in relation to GST and PAYG arrangements and, in particular:
 - (A) it had been so in debt since March 2001;
 - (B) it had a debt in the amount of \$199,361.00 as at October 2002; and
 - (C) it incurred general interest charges on the said debt;
 - (iii) Allstate Sydney had borrowed a sum of \$260,000.00 from the First Defendant in or about October 2001 for the purpose of paying the Australian Taxation Office and it had failed to repay the said debt by October 2002;
 - (iv) Allstate Sydney's had borrowed a sum of more than \$62,000.00 from Chris Dionne, the Chief Executive Officer of the First Defendant, in or about June 2001 and failed to repay that debt in October 2002;
 - (v) Allstate Sydney's accounts for June 2001 and June 2002 included anomalies in that:
 - (A) They showed amounts recoverable from related entities in those two years of \$949,059.00 and \$650,4232.00 respectively in circumstances where the accounts of those entities did not disclose correlating entries;
 - (B) They appear to contain large notional entries recording loans to related entities which appear to artificially inflate turnover.
 - (b) Whereas intra office procedures were necessary to operate an accounting practice, Allstate Sydney in fact had no, or no adequate, intra office procedures (documented or otherwise), including procedures going to:
 - (i) Debt collection;
 - (ii) Payment of outgoings;
 - (iii) Month end reports;
 - (iv) Staff conditions;
 - (v) Sexual harassment;

- (c) Whereas an appropriate information technology system was necessary to operate an accounting practice:
 - (i) Allstate Sydney had not documented its information technology system and it could not therefore be copied;
 - (ii) in any case, the system worked poorly; and
 - (iii) no consideration had been given to how it might be duplicated or how it might communicate with a second office.
8. In or about February 2003:
 - (a) The practice of Stockfords went into administration;
 - (b) The First, Second and Third Plaintiffs purchased the assets of Stockfords' Gold Coast practice (including their information technology systems, and clients) from the liquidator thereof;
 - (c) The First, Second and Third Plaintiffs commenced to practise together through a company called Allgood Qld Pty Ltd, from offices in Coolangatta.
9. On 1 August 2003, the First, Second and Third Plaintiffs moved to offices at Robina, and continued to practise together from those premises.
10. Between October 2002 and 1 August 2003:
 - (a) The Second Defendant provided the First, Second and Third Plaintiffs with "coaching" for a fee of \$3,300.00 per month;
 - (b) Allstate Sydney borrowed a sum of \$500,000.00 from the Macquarie Bank (being in March 2003) and used at least \$260,000.00 to make a payment to the First Defendant, and \$40,000.00 to make a payment to the Third Defendant;
 - (c) Following the said borrowings, the financial position of Allstate Sydney deteriorated further;
 - (d) The Second Defendant failed to inform the First, Second and Third Plaintiffs of the said development, or of the other matters set out in paragraph 7 hereof.
11. In reliance on the Second Defendant's advice as set out in paragraph 6 hereof, and in consequence of the Second Defendant's failure to advise the First, Second and Third Plaintiffs of the matters set out in paragraphs 7 and 10(b) hereof, the First, Second and Third Plaintiffs:
 - (a) Refrained from critically investigating the viability of Allstate Sydney or its compatibility with the First, Second and Third Plaintiffs' plans;
 - (b) Entered into an agreement to the effect that the First, Second and Third Plaintiffs would provide 25% of the equity in the new practice to the Third

Defendant, and Allstate Sydney would, in return, provide the First, Second and Third Plaintiffs' new practice with all their practice systems;

- (c) Set up four trusts – one for each of the First, Second and Third Plaintiffs, and one for the Third Defendant – which would equally own the practice from the date it moved to Robina;
 - (d) Incorporated the Fourth Plaintiff on 29 January 2003 and appointed it as trustee to each of the said trusts;
 - (e) Refrained from renewing the licences being utilised at the Coolangatta offices when they moved to the Robina offices, on the basis that they would now replicate Allstate Sydney's information technology systems;
 - (f) Refrained from developing information technology systems or intra office procedures at the Coolangatta offices or when they moved to the Robina offices on the basis that they would replicate Allstate Sydney's systems at the Robina offices;
 - (g) Commenced practising through the Fourth Plaintiff and the said trusts at the Robina offices as "Allstate Gold Coast".
12. In the circumstances set out above, the Second Defendant breached the Retainer in that:
- (a) The Second Defendant should have furnished to the First, Second and Third Plaintiffs the information set out in paragraph 7 and/or 10(b) hereof because:
 - (i) The Second Defendant knew of the said information;
 - (ii) It was information which would reasonably have been considered relevant to the First, Second and Third Plaintiffs' decision making process;
 - (b) Alternatively to (a), the Second Defendant failed to conduct itself with reasonable skill, care and diligence in that, in circumstances where it recommended to the First, Second and Third Plaintiffs that they enter into a joint venture with Allstate Sydney and maintained that it was familiar with Allstate Sydney, it failed to carry out any, or any adequate, inquiries into the said aspects of Allstate Sydney's business affairs and its suitability generally for a joint venture with the Plaintiffs;
 - (c) In the further alternative to (a), the Second Defendant failed to furnish to the First, Second and Third Plaintiffs the said information in circumstances where it was readily available to the Second Defendant;
 - (d) The Second Defendant should have advised the First, Second and Third Plaintiffs, as a consultant exercising reasonable skill, care and diligence would have done, that entering into a joint venture with Allstate Sydney was not a prudent course for the First, Second and Third Plaintiffs because Allstate

Sydney could not provide the necessary systems required by an accountancy practice, and because its own future was uncertain;

- (e) The Second Defendant should have advised the First, Second and Third Plaintiffs, as a consultant exercising reasonable skill, care and diligence would have done, that their interests would be best served by either:
 - (i) commencing their own practice from scratch; or
 - (ii) entering into a joint venture with one of the many accountancy firms which did not suffer from any or all of the problems set out in paragraph 7 hereof;
 - (f) The Second Defendant failed to disclose to the First, Second and Third Plaintiffs that Allstate Sydney was indebted to the First Defendant, and that the First Defendant had an interest in an external party entering into a joint venture with Allstate Sydney.
13. In consequence of the Second Defendant's breach or breaches of the Retainer, and the First, Second and Third Plaintiffs' reliance thereon, the First, Second and Third Plaintiffs suffered loss and damage when they commenced to operate from the Robina offices in that:
- (a) Allstate Sydney had never documented its intra-office procedures and, in consequence, the First, Second and Third Plaintiffs were required to devote time and resources to developing their own when that became apparent;
 - (b) Allstate Sydney had never documented its information technology systems and, in consequence, the First, Second and Third Plaintiffs could not replicate them and were required to devote time and resources to developing their own such systems when that became apparent;
 - (c) In particular, the system, as best the First, Second and Third Plaintiffs could replicate it:
 - (i) Did not allow operators to work at a commercially acceptable speed;
 - (ii) Did not allow operators to open attachments promptly;
 - (iii) Did not allow operators to secure the records from other workers;
 - (iv) Did not allow operators to retrieve electronically stored documents;
 - (d) In the circumstances set out above, the First, Second and Third Plaintiffs' practice was not able to function efficiently in that the said Plaintiffs and their staff were not able to process work with any speed or effectiveness in the period from 1 August 2003 until about 31 December 2003, when appropriate systems were established;

- (e) But for the said breaches of the Retainer (on the basis that the First, Second and Third Plaintiffs received the appropriate advice or no advice at all), on or before 1 August 2003 the First, Second and Third Plaintiffs would have established a practice on their own or, alternatively, would have entered into a joint venture with an accounting firm other than Allstates Sydney which did not suffer from the problems identified in paragraph 7 hereof;
- (f) As a result of the matters raised above, each of the First, Second and Third Plaintiffs sustained a loss in the order of \$170,666.67 in that the said Plaintiffs:
- (i) Incurred a loss of profit in the order of \$406,000.00 between 1 August 2003 and 31 December 2003 (which profit would have been shared equally between the said Plaintiffs via their respective trusts so that they each received \$135,333.33) calculated as follows:
- (A) But for the Second Defendant's breaches of the Retainer, the First, Second and Third Plaintiffs would have developed their own intra office procedures and information technology systems prior to 1 August 2003, and practised together, without external involvement, during the said period;
- (B) The First, Second and Third Plaintiffs did in fact develop the said procedures and systems, and practise together, through their said respective trusts, from 1 January 2004 without any involvement from Allstate Sydney;
- (C) Whereas, between 1 August 2003 and 31 December 2003, the First, Second and Third Plaintiffs would have made a total of approximately \$425,000.00 in net profit if they had been practising together and without Allstate Sydney's involvement (which amount they made in net profit whilst trading together over the same period in the two following financial years), in fact they made a net profit via the respective trusts between 1 August 2003 and 1 December 2003 of only \$18,000.00;
- (ii) Paid a sum of \$80,000.00 at the direction of Allstate Sydney on 18 June 2003, for software licensing fees, and a further sum of \$15,000.00 on 3 October 2003 for the installation of hardware, for which payments they effectively received no benefit (and which payments were borne equally by the First, Second and Third Plaintiffs via their respective trusts so that they each paid \$31,666.67);
- (iii) Paid fees to the Second Defendant for the Initial Advice, as particularised in paragraph 4 hereof of \$11,000.00, for consideration which has wholly failed (which payment was borne equally by the First, Second and Third Plaintiffs so that they each paid \$3,666.66);

- (iv) Controlled the trusts through the Fourth Plaintiff so that any monies payable to the respective trusts by the partnership were effectively controlled by the First, Second or Third Plaintiff as the case may be.

14. Further:

- (a) In the circumstances set out in paragraphs 1 to 6, the First Defendant and the Second Defendant each owed the First, Second and Third Plaintiffs a duty of care and, in particular, a duty to volunteer the information contained in paragraphs 7 and 10(b) hereof;
- (b) In the circumstances set out in paragraphs 7 to 12, the First and Second Defendants breached their respective duties of care;
- (c) In consequence of the breach of the duty of care of the First Defendant and/or the Second Defendant, the First, Second and Third Plaintiffs have suffered loss and damage as set out in the preceding paragraph.

15. Further:

- (a) By the statements set out in paragraphs 6(f), (g)(i)(iii) and (v) respectively, the Second Defendant made representations to the First, Second and Third Plaintiffs;
- (b) By its omission to inform the First, Second and Third Plaintiffs of the matters set out in paragraph 7 and 10(b) hereof, the Second Defendant made further representations, namely representations that the alleged facts were not true;
- (c) In breach of section 52 of the Act, the said representations were misleading and deceptive in that:
 - (i) As for the statement contained in paragraph 6(f) hereof (and in the alternative to the allegations made in 12(a)(i) hereof), the Second Defendant was not well aware of the position of Allstate Sydney, in that it had apparently failed to inform itself of the position of Allstate Sydney in relation to those matters set out in paragraphs 7 and 10(b);
 - (ii) As for the statement contained in paragraph 6(g)(i), Allstate Sydney's actual gross turnover for the preceding year was substantially lower;
 - (iii) As for the statement contained in paragraph 6(g)(iii), Allstate Sydney had never documented, nor did it have available, the necessary systems for operating an accountancy practice;
 - (iv) As for the statement contained in paragraph 6(g)(v), Allstate Sydney had no capacity to engage in the said expansion;
 - (v) To the extent that the matters set out in paragraphs (c)(iv) relate to the future, the Plaintiffs rely upon section 51A of the Act;

- (vi) As to the statements made by silence, the true state of affairs is set out in paragraph 7 and 10(b) hereof;
 - (d) The First, Second and Third Plaintiffs relied upon the said representations in entering into a joint venture with Allstate Sydney;
 - (e) The First Defendant and the Third Defendant were knowingly concerned in the said breaches of section 52 in contravention of section 75B of the Act in that:
 - (i) The First Defendant communicated the representations to the First, Second and Third Plaintiffs and failed to rectify the omissions when he might have done so;
 - (ii) The Third Defendant, by his presence at the Presentation, and his failure to disabuse the First, Second and Third Plaintiffs of the false representations, tacitly gave his support to the same;
 - (iii) Each of the said Defendants knew that the representations were not true or, to the extent that the representations concerned the future, that there were no reasonable grounds for the same;
 - (f) In consequence of the said reliance, the First, Second and Third Plaintiffs suffered the loss and damage set out above (except that, in the case of the Third Defendant, the loss set out in paragraph 13(f)(iii) is not claimed).
16. In the further alternative:
- (a) The Fourth Plaintiff commenced, from 1 August 2003, to conduct the practice described in paragraph 11 above as "Allstate Gold Coast";
 - (b) The Fourth Plaintiff so commenced the said practice in reliance on the representations of the Second Defendant made to the First, Second and Third Plaintiffs as set out in paragraph 15(a) and (b) hereof;
 - (c) The representations were misleading and deceptive in the circumstances set out in paragraph 15(c);
 - (d) The First and Third Defendant were knowingly concerned in the said representations and/or omissions in the circumstances set out in paragraph 15(e) hereof;
 - (e) In consequence of the said reliance, the Fourth Plaintiff suffered loss and damage in the order of \$501,000.00 in that:
 - (i) Whereas, between 1 August 2003 and 31 December 2003, the Fourth Plaintiff would have made a total of approximately \$425,000.00 in net profit if it had been practising without Allstate Sydney's involvement (which amount it made in net profit whilst trading together over the same period in the two following financial years), in fact it made a net profit between 1 August 2003 and 1 December 2003 of only \$18,000.00;

- (ii) The Fourth Plaintiff paid a sum of \$80,000.00 at the direction of Allstate Sydney on 18 June 2003, for software licensing fees, and a further sum of \$15,000.00 on 3 October 2003 for the installation of hardware, for which payments it effectively received no benefit.

And the First, Second and Third Plaintiffs each claim:

Against the First Defendant:

- A. Damages of \$170,666.67 ~~\$512,000.00~~ for negligence;
- B. In the alternative, damages of \$170,666.67 ~~\$512,000.00~~ pursuant to sections 52, 75B and 82 of the *Trade Practices Act 1974*;
- C. Interest;
- D. Costs.

Against the Second Defendant:

- A. Damages of \$170,666.67 ~~\$512,000~~ for breach of contract or negligence;
- B. Damages for misleading and deceptive conduct pursuant to sections 52 and 82 of the *Trade Practices Act 1974*;
- C. Interest;
- D. Costs.

Against the Third Defendant:

- A. Damages of \$167,000.00 ~~\$478,000.00~~ pursuant to sections 52, 75B and 82 of the *Trade Practices Act 1974*;
- B. Interest;
- C. Costs.

And the Fourth Plaintiff claims:

Against the First and Second Defendants:

- A. Damages for misleading and deceptive conduct in the sum of \$501,000.00 pursuant to sections 52, 75B and 82 of the *Trade Practices Act 1974*;
- B. Interest;
- C. Costs.

Against the Third Defendant:

- A. Damages for misleading and deceptive conduct in the sum of \$490,000.00 pursuant to sections 52, 75B and 82 of the Trade Practices Act 1974;
- B. Interest;
- C. Costs.

Signed: 

Description: Solicitors for the Plaintiffs

Dated: 20 September 2005

This further amended pleading was settled by Damien Atkinson of Counsel.

NOTICE AS TO DEFENCE

Your Defence must be attached to your Notice of Intention to Defend.