

**CAV**  
**CHRONOLOGY**  
**LGE**

**Exhibit 581 to 609**

**Alan Smith**

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**From:** "Richard Atherton" <Trust@iama.org.au>  
**To:** "Alan Smith" <capecove12@bigpond.com>  
**Sent:** Wednesday, 21 October 2009 12:50 PM  
**Subject:** RE: Alan Smith - Document issue

Dear Mr Smith,

Presently, IAMA does not require this further documentation to be sent. However, the investigating persons will be notified of these documents and may request them at a later date.

Regards,

Richard

**From:** Alan Smith [mailto:capecove12@bigpond.com]  
**Sent:** Wednesday, 21 October 2009 12:16 PM  
**To:** Richard Atherton  
**Subject:** Alan Smith - Document issue

Dear Mr Atherton,

Since I confirmed that my submission to the IAMA is now complete I have been advised that I should also have clearly explained that I have a large file of documents that confirm that, between 1998 and 2001, at least fifty-two Telstra/arbitration related faxed documents were intercepted by a third party after the faxes had been sent from either my residence or my business premises. Since these faxes were not sent during my actual arbitration, this material has not been included in my submission to the IAMA.

If you refer back to *pages 137 and 138* in my Administration Appeals Tribunal (AAT) Statement of Facts and Contentions, a copy of which was provided to the IAMA on 20<sup>th</sup> July 2009, you will see that, two professional technical consultants have stated that, in their opinion, (the faxed material provided to them) confirmed they were intercepted and then redirected to their intended destination.

If Mr Paul Crowley believes this file would be of assistance during the IAMA investigation, (the intercepted faxes are all related to my Telstra/arbitration matters, please let me know and I will arrange to send it to the IAMA. I must confirm again though, that the evidence in this file only confirms the interception of faxes that were sent after the end of my arbitration.

As I stated earlier today, my IAMA claim is now complete.

Sincerely,  
Alan Smith

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21/10/2009

Commonwealth of Australia  
STATUTORY DECLARATION  
Statutory Declarations Act 1959

I, ~~Darren Lewis~~ <sup>DARROW</sup> William Lewis  
OF 1721 Blowhole rd Cape Bridgewater Vic  
Make the following declaration under the Statutory Declarations Act 1959

The following chronology can be supported by documentation which I have on file.

**PHONE & FAX PROBLEMS**

1. I purchased the Cape Bridgewater Holiday Camp (now Cape Bridgewater Coastal Camp) December 2001.
2. Within a week or so of taking over the business from Alan Smith, friends and new clients were stating they could not get through to us on successfully on the phone.
3. By mid 2002, my wife Jenny and I realised we were having major problems with in-coming calls and our out-going faxes were a major problem.
4. From discussions with the previous owners Jenny and I now fully understood that we had inherited some of the phone and fax faults Mr Smith had been reporting for some time.
5. Letters from us to our local Federal Member of Parliament, the Hon David Hawker, Speaker in the House of Representatives, led to Telstra visiting our business to investigate these continuing problems.
6. In November 2002, after Telstra realised there was in fact a Telstra related problem and not (customer related equipment) they informed us that the new wiring they were installing was worth thousands of dollars but not to worry as Telstra would pick-up the cost.
7. After Telstra rewired the business including disconnecting a Telstra installed faulty phone alarm bell, we were informed Telstra had found other problems and believed who ever had installed the wiring had done an unprofessional job.
8. Internal Telstra documentation provided to me by Allan Smith confirmed Telstra themselves had done the wiring.
9. Jenny and I noticed that although our incoming-call rate had more than doubled once this rewiring had taken place Telstra was still unable to provide a satisfactory reason as to why we were still having problems.
10. Telstra connected fault finding equipment called Customer Access Call Analysis (CCAS) to 55-267267 business line.
11. This CCAS data recorded numerous faults that could not be explained by the (Level Three) Telstra fault managers. Hand written notations on some of these CCAS data sheets, confirm even the Telstra technicians themselves were aware of the ongoing problems.
12. By 2004, with the problems not resolved I again sought help through the Hon David Hawker.
13. Correspondence from Mr Hawker in August 2004, confirms Telstra had advised him that the local un-manned exchange was soon to be upgraded.
14. From 2004 until most recently still no upgrades.
15. In August this year we contacted Mr Hawker's office regarding the ongoing problems and advised his staff we have no real alternative but to sell the business.
16. Because we were with AAPT and it appeared they had no control over the faults being experienced we changed back to Telstra.

D Lewis

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17. From Tuesday to Thursday evening (August 2006), Telstra technicians were present at the Holiday Camp and surrounding area attempting to locate and fix the problems they had experienced themselves.
18. During this three day period even Telstra's own technicians couldn't understand why their own fault testing equipment was malfunctioning.
19. Telstra informed us we had what is commonly known in technical words as (a line in line lock-up rendering our business phone useless until the fault is fixed).

The technicians then in hook up consultation with outside office guru's did a fault graph reading on our 55 267267 line with the outcome that their office technical staff stated words to the affect the reading was impossible (couldn't be correct). It was then that the local technician became quite annoyed when the technical guru insinuated that the equipment the local tech was using must be faulty. The local tech then informed the technical guru that there was nothing wrong with the equipment at all.

It was then that the local technician informed me that as strange as it might seem he believed that because our business was on optical fibre and was so close to the Beach Kiosk (junction box) this could very well be part of the problem. Apparently either under powering over powering was also an issue He realised that after testing all the other optical fibre outlets with his testing equipment and still reached this impossible reading (according to the technical guru), he would have to move us off the fibre.

It was on this note that the technician informed me that although it was a backward step he was going to investigate the possibility of moving the business off the optical fibre and back on to the 'old copper wiring'.

After investigating this possibility our business was then moved back onto the 'old copper wiring'. The above is more evidence of the continuation of the phone and fax problems my wife and I inherited when we purchased our business.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration for wilful and corrupt perjury.

DECLARED at Perth in the

State of Victoria this

day of Fourth day two thousand ) D. Lewis  
September  
 and S.M.

Before me

Stuart Graham Harrison  
 Constable of Police Ser 273.  
 Portland Police Station  
 Albany Street Portland.

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**Recommendation 25:** Telecom commit itself to rectify the majority of difficult network faults which reduce the level of service below a level determined by AUSTEL within three to six months and all within a period of twelve months.

**Telecom Update - 31 December 1994**

*Telecom is currently carrying out Service Verification Tests for DNF customers to objectively confirm that their services meet an appropriate performance standard.*

*See recommendation 26 regarding progress in conducting SVT's for first the 16 cases.*

*Seven SVT tests have now been completed on telephones service provided to DNF customers and in no case has the level of service provided been below the level of service established in consultation with AUSTEL.*

**TIMETABLE**

*Telecom agrees to resolve the majority of DNF's within six months and the balance within twelve months.*

**AUSTEL Comment**

Comment on Telstra's progress in conducting the Service Verification Tests is provided under recommendation 26.

**Recommendation 26:** Telecom devise plans with time-frames for resolving difficult network faults which reduce the level of service below a level determined by AUSTEL and inform its customers accordingly (cf: Coopers & Lybrand Recommendation 24, Bell Canada International's Rotary Hunting Group Study Recommendation 8.2).

**Telecom Update - 31 December 1994**

*Service Verification Tests have been completed for seven customers. Reports have been completed and forwarded to six of the customers, and the seventh report is in preparation. All six of the telephone services subjected to the Service Verification Tests have met or exceeded the requirements established.*

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Darren Lewis  
Cape Bridgewater Coastal Camp  
1721 Blowholes Road  
Portland 3305

13<sup>th</sup> December 2008

Registrar Caporale  
The Federal Magistrates Court of Australia  
305 William Street  
Melbourne Vic 3000  
AUSDOC: DX435

Dear Registrar Caporale

**Re: File No: (P) MLG1229/2008**

The following chronology of events, including points 1 to 7, have been provided here at the suggestion yesterday (Friday 12<sup>th</sup> December), by Ms Lauren McCormic, Manager, Client Services, Federal Court of Australia.

Yesterday I telephoned Ms McCormic because I was concerned I had not received clarification from the Federal Court that they had received my latest submission dated 2<sup>nd</sup> 3<sup>rd</sup> December 2008 prepared in support of my petition File No (P) MLG1229/2008 before the Federal Magistrates Court.

I was advised by Ms McCormic that the Federal Magistrates Court had only received on 5<sup>th</sup> December 2008, an affidavit prepared by Alan Smith dated, 2<sup>nd</sup> December 2008. PLEASE NOTE: I originally enclosed with Alan Smith's affidavit in the (envelope) overnight mail the following documents:

1. Two 29 page transparent s/comb bound reports titled SVT & BCI – Federal Magistrates Court File No (P) MLG1229/2008 prepared by Alan Smith in support of my claims that I had inherited the ongoing telephone problems and faults when I purchased the Cape Bridgewater Holiday Camp;
2. Two s/comb transparent bound documents titled *Exhibits 1 to 34*
3. Two s/comb transparent bound documents titled *Exhibits 35 to 71* (the attached 71 *Exhibits* was enclosed in support of Alan Smith's 29 page report);
4. Three CD Disks which incorporated all of the submitted material.

On learning from Ms McCormick that the information discussed above in points 1 to 4 had not been received by the Federal Magistrates Court I again had a stress attack seizure, a problem I have been suffering with for quite some time due to the predicament I now find myself in and the disbelief that once again my mail as been intercepted. I have attached herewith dated 3<sup>rd</sup> December 2008, a copy of the Australia Post overnight mail receipt docket numbers: SV0750627 and SV0750626 confirming the total cost to send the above aforementioned information was \$21.80. I am sure Australia Post would confirm that a large amount of documents would have been enclosed in these two envelopes when they left Portland.

As you are probably aware, our business is telephone-dependent and trying to keep it afloat without an adequate phone service has been extremely stressful. The events that have transpired

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since my Taxation matters have been before the Federal Magistrates Court have only added to that stress.

Originally we had intended our submission of 18<sup>th</sup> November 2008 to include our belief that we had become victims of fairly brazen and decidedly underhanded tactics related to our on-going problems with Telstra but we left these issues out of our submission for fear of being branded as paranoid, particularly since we are aware that Mr Smith has, in the past, been accused of being a 'vexatious litigant'. On the attached copy of page 33 of the transcript of Mr Smith's AAT hearing on 3<sup>rd</sup> October 2008 however, the Senior AAT Member, Mr G D Friedman (who was hearing Mr Smith's case) noted: "Let me just say, I don't consider you, personally, to be frivolous or vexatious --far from it." This comment has reassured us that there is now less chance of anyone seeing our concerns as paranoid and provided us with the confidence to raise invasion of privacy matters in relation to our Federal Magistrates Court matters: the various mail problems that have come to light in the last week or so have produced fresh evidence that clearly supports our fears of continuing illegal interference in our Telstra and Court matters.

The two CDs enclosed, and the attached copies of pages 50 to 52, 65 and 122 to 123, relate to Alan Smith's AAT Statement of Facts and Contentions of 26<sup>th</sup> July 2006 and show that Mr Smith raised similar invasion of privacy issues in his AAT claim, including examples of unauthorised interference in some of his Telstra-related documents and in other people's documents during their various litigation processes, all within the State of Victoria.

No-one can now say that the latest mail/privacy issues are not related, in some way, to our Taxation issues and my wife and I therefore believe we have solid grounds on which to base this formal request for an adjournment of our Tax Office matters to give us enough time to request the Legal Aid assistance we need before submitting further information pertaining to these invasion of privacy issues and so that these latest invasion of privacy events can be properly investigated because they are directly linked to the stresses that my wife and I have suffered ever since we purchased the Cape Bridgewater Holiday Camp.

When considering this request I would ask that you please taken into consideration two letters dated 3<sup>rd</sup> December 2008; one from me and the other from Alan Smith, and that you are aware that these invasion of privacy events have been documented as occurring in Victoria at various times between 1994/98, 1999 and the present time (in my case).

Sincerely

  
Darren William Lewis

  
Jennifer Eve Lewis

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**Tully, Trevor**

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**From:** Di Conza, Bernie  
**To:** Haar, Paul  
**Cc:** Rogers, Meredith; Muir, John; Levy, Roger; Tully, Trevor; Clague, Jeffery; Symons, Tony  
**Subject:** RE: Data Error - LONU  
**Date:** Friday, 2 February 1996 10:56AM

Paul,

The following report summarises the circumstances surrounding the data error involving the deletion of code 03928770 at LONU, in Oct. 95.

The purpose of the data change was to align LONU data with the latest code reference information contained in our databases. This was done as part of the transfer of the remaining data preparation function from the old EMG/RMG organisation to Data Production Branch Vic/Tas.

The data error was caused by an operator error in the creation of the data by the data preparer. As a result of not following correct procedure, a specific data load command associated with the code in question was relocated to the wrong place amongst a long list of commands that constitutes the data prepared.

Although corrective action has been taken, to ensure that as much as possible this type of error is not repeated, it's not possible at this stage with our existing processes to absolutely guarantee that similar problems will not occur somewhere in our network. Improvements can however be anticipated with the further automation of the data process which is currently being pursued with increasing focus.

Regards  
Bernie Di Conza

-----  
**From:** Haar, Paul  
**To:** Di Conza, Bernie  
**Cc:** Muir, John; Levy, Roger; Tully, Trevor  
**Subject:** Data Error - LONU  
**Date:** Tuesday, January 30, 1996 3:01PM  
**Priority:** High

Bernie,

I am the Case Manager looking after Golden Messenger in North Melbourne. I understand that you are the Manager responsible for preparation of data that was recently loaded in LONU. You will be aware that an error was detected in the data at LONU, last week. This error impacted on one of our customers, who has been in dispute with Telstra for some years. I also understand that the error occurred in mid October 1995 and only affected the services of Golden Messenger. This error went undetected until a customer report of receiving RVA was investigated.

Could you please give me, as a matter of urgency, a report on the cause of the data error. In particular, I need to be able to assure the customer that it was a genuine error. You will appreciate that with the length of the customer's dispute and the circumstances that have occurred over the course of the dispute, we could find it difficult to convince the customer that the error was not a deliberate act, particularly considering that the error only impacted on Golden's services.

Are you able to provide a personal assurance on the matter.

An early response would be appreciated, but at the latest by Monday 5 February, please.

Paul H Haar

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## Sharon Churchill

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**From:** Graham Schorer [grahams@goldenmessenger.com.au]  
**Sent:** Thursday, 30 July 2009 11:31 AM  
**To:** 'Rodneyo'  
**Attachments:** crowley.30july09.doc

Please print on golden letterhead

**Kind Regards**

**Graham Schorer**  
Managing Director



G.M. (Australia) Holdings Pty Ltd  
493-495 Queensberry St  
North Melbourne, Vic 3051  
PO Box 313  
Phone: (03) 9287 7099  
Fax: (03) 9286 0066

**Email:** [grahams@goldenlogistics.com.au](mailto:grahams@goldenlogistics.com.au)

[www.goldenmessenger.com.au](http://www.goldenmessenger.com.au) <<http://www.goldenmessenger.com.au>>

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30 July 2009

Mr Crowley  
Chief Executive Officer  
Institute of Arbitrators and Mediators Australia  
C/- The (IAMA) Ethics and Professional Affairs Committee  
P O Box 134 Law Courts  
MELBOURNE VIC 8010

Dear Sir

I am aware that the (IAMA) Ethics and Professional Affairs Committee are investigating Alan Smith's arbitration matters.

During my role as the CoT's (Casualties of Telstra) spokesperson, I was constantly briefed by the CoT participants during their respective TIO administered Fast Track arbitration procedures.

I clearly recall having many discussions with Alan Smith over his facsimiles that went missing/lost during his arbitration.

A copy of the letter dated 4 August 1998 that I sent to Alan Smith is enclosed.

Also enclosed is my statutory declaration addressing these matters in order to assist the IAMA in their current investigation into the Smith arbitration matters.

Yours sincerely

Graham Schorer

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# C.o.T. Cases Australia

493-495 Queensberry Street  
P.O. Box 313  
North Melbourne VIC 3051

Telephone: (03) 9287 7095  
Facsimile: (03) 9287 7001

4 August, 1998

Our Ref: 3915.doc

Alan Smith  
Cape Bridgewater Holiday Camp  
RMB 4408  
Blowholes Road  
Portland VIC 3305.

**FAXED**  
4/8/98

By facsimile: (0355) 267 230.  
Total pages (including this page): 2.

Dear Alan,

**Re: Facsimiles transmitted to Hunt & Hunt, Melbourne Office, addressed to Dr Hughes, the appointed Arbitrator of the Telstra-TIO arbitrations.**

Further to my telephone conversation with you on Saturday, 1 August 1998, I am confirming in writing what I was told by Dr Hughes in the early part of 1994, in response to an alleged missing facsimile.

During the period between late January and mid-April 1994, I had reason to have direct discussion with Dr Hughes on the contents of correspondence sent to him re the proposed Telstra-TIO arbitration.

On one occasion during this period, I rang Dr Hughes before 9:00AM on his direct telephone number to discuss contents of facsimile I had just sent to him. The facsimile had not been received at Hunt & Hunt, Melbourne's Office.

Dr Hughes, after making inquiries, informed me, expressed in words to the effect, the following:-

- Hunt & Hunt Australian Head Office was located in Sydney.
- Hunt & Hunt Australia is a member of an international association of law firms.
- Due to overseas time zone differences, at close of business, Hunt & Hunt Melbourne's incoming facsimiles are night switched to automatically divert to Hunt & Hunt Sydney office, where someone is always on duty.
- There are occasions on the opening of the Melbourne office, the person responsible for canceling the night switching of incoming faxes from the Melbourne Office to the Sydney Office, has failed to cancel the automatic diversion of incoming facsimiles.
- The diversion of incoming faxes to Hunt & Hunt Melbourne to Sydney Head Office has also been taking place when the Melbourne fax machine has been out of paper or when all of the incoming fax lines are busy.

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- It is the duty of Hunt & Hunt Sydney Office to redistribute received facsimiles to the intended State Offices it had received after hours and before commencement of the next day of business.
- The onforwarding of after hours facsimiles transmitted to State Offices received at the Sydney Office is not taking place.
- Thank you for drawing this matter to my attention, as the Management of incoming facsimiles to Hunt & Hunt Melbourne are not satisfactory.
- New procedures will be introduced to rectify this deficiency.

I have read all of your correspondence regarding missing facsimiles, interception of facsimiles and telephone calls. I have examined all of the documents attached to your correspondence, which in my opinion, support many of your assertions.

Alan, what you have managed to piece together by examining your telephone account, in conjunction with other people's telephone accounts, together with Telstra documents received under FOI and/or arbitration, is alarming. I believe you have produced a picture that demonstrates your telephone service has been illegally interfered with, before, during and after your arbitration.

I note you have allowed your findings to remain open when there is insufficient independent evidence to support what appears to be apparent.

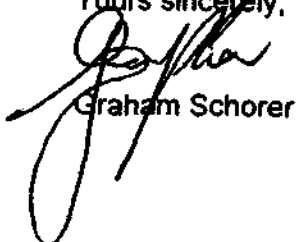
I believe the incident that I experienced and explanation I received from Dr Hughes could be a reason and explanation why Dr Hughes did not receive all facsimiles sent to him.

What I experienced does not identify all of the reasons Telstra received 43 submissions less than what you sent to Dr Hughes.

In closing, I draw your attention to the testing performed by Telstra on yours and my facsimile machines in late 1993, as a result of our complaints about my office receiving blank pieces of paper, with the funny symbol on the top when you were faxing documents to me. As you will remember, Telstra, on completion of the tests, asserted there was nothing wrong with the telephone lines nor our facsimile machines.

Should you require further information, please do not hesitate to make contact.

Yours sincerely,

  
Graham Schorer

File Edit View Settings Help

30 00 120 10 All A C

Jobs  
 - by Area  
 - by Goods  
 - by Service  
 - by Site

Customer: GMADOM  
 GM ADMINISTRATION  
 433 QUEENSBERRY ST  
 (2A J18 -- C)  
 NORTH MELBOURNE  
 Phone: 5287 7893

Job Number: 3333

Identification: GRAMM  
 Phone: 5287 7893

Step 1: NORTH MELBOURNE 3651  
 Name: GM ADMINISTRATION  
 Street: 433 QUEENSBERRY ST  
 State: (2A J18 -- C)

Step 2: MELBOURNE 3000  
 Name: INSTITUTE OF ARBITRATORS & MED  
 Street: C/- THE (PAMA) ETHICS & PROF  
 State: LEV 1/180 QUEEN ST

Messages:  
 Deleted: Thu Jul 30 01:26 pm 2009  
 Mailed: Thu Jul 30 01:26 pm 2009  
 Picked Up: Thu Jul 30 01:58 pm 2009  
 Delivered: Thu Jul 30 01:46 pm 2009

Center: F118  
 Loc:  
 P/O: Name: J. Crowley

Job Event History:  
 Job Number: 3333

Time	Event	Who	Details
2009-07-30 13:38:20	agreed	mtl	
2009-07-30 13:48:53	arrived	mtl	stop 1
2009-07-30 13:41:20	departed	mtl	stop 1
2009-07-30 13:41:20	pod	mtl	Stop 1: daron
2009-07-30 13:48:04	arrived	mtl	stop 2
2009-07-30 13:46:28	clear	mtl	
2009-07-30 13:46:28	departed	mtl	stop 2
2009-07-30 13:46:28	pod	mtl	Stop 2: crowley

XC XP Counter

*Paul Crowley*

Vacant List: MGR 53 RINGGALL STREET

Rockport Booking Dispatch-over Job E (R) Booking Job Details Job Event Hist Job 3333, Stop

Thu Jul 30, 14:50

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Job Editor

File Edit Settings Help

Job No. 3333 Date 30/07/2009 Search

Customer: PIN (F8) GMAOM A/C Type GM [Redacted] [Redacted] Timestamps, etc. Booked 30/07/09 Calendar 13:26 Remarks  
 Name GM ADMINISTRATION Cleared 30/07/09 Calendar 13:46  
 Phone 9287 7099 More Details... [Buttons] Per-stop Timestamps Job History Signatures Edit...

Identification  
 Caller GRAHAM Ref-1 Pieces 1 Goods Details  
 Phone 9287 7099 Weight 0

Stop 1


Time	Event	Who	Details
2009-07-30 13:26:47	ack	mdl	
2009-07-30 13:30:20	rogered	mdl	
2009-07-30 13:40:53	arrived	mdl	stop 1
2009-07-30 13:41:20	departed	mdl	stop 1
2009-07-30 13:41:20	pod	mdl	stop 1: darren
2009-07-30 13:46:04	arrived	mdl	stop 2
2009-07-30 13:46:28	clear	mdl	
2009-07-30 13:46:28	departed	mdl	stop 2
2009-07-31 03:45:30	inv	mdl	stop 1: darren
2009-08-04 11:44:48	invoiced	debib	inv 79871
2009-08-17 11:56:38	paid	debib	stop 1: pay#38302

OK

Stop 2

Suburb MELBOURNE 3000  
 Name INSTITUTE OF ARBITRATORS & MED  
 Street CA THE (IAMA) ETHICS & PROF  
 Suite LEV 1 / 190 QUEEN ST

Job 3333



Stop Total	10.75	10.75	1.00
Sundries			
<b>JOB TOTAL</b>	<b>10.75</b>	<b>10.75</b>	<b>1.00</b>

0.22 Seq: 1 of 1

Apply Multi-Stops Clear Print [Buttons] Prev Next Cancel

Rockhopper Booking Despatch e-ran Job Editor Job History Job 3333

Fri May 17

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**Job Event History**

Job Number: 2996

Time	Event	Who	Details
2009-07-22 12:39:23	regened	ndi	
2009-07-22 12:59:47	arrived	ndi	stop 1
2009-07-22 13:05:28	departed	ndi	stop 1
2009-07-22 13:05:28	pod	ndi	Stop 1: Mike
2009-07-22 13:11:01	arrived	ndi	stop 2
2009-07-22 13:14:31	clear	ndi	
2009-07-22 13:14:31	departed	ndi	stop 2
2009-07-22 13:14:31	pod	ndi	Stop 2: Paul Crowley

GM ADMINISTRATION  
433 QUEENSBERRY ST  
(2A J10 -- C)  
NORTH MELBOURNE

ETHICS & PROFESSIONAL AFFAIRS  
1 / 190 QUEEN ST  
CITY 3000

Call: GRAHAM  
Phone: 9287 7099

Suburb: NORTH MELBOURNE 3051  
Name: GM ADMINISTRATION  
Street: 433 QUEENSBERRY ST  
State: (2A J10 -- C)

Suburb: CITY 3000  
Name: ETHICS & PROFESSIONAL AFFAIRS  
Street: 1 / 190 QUEEN ST  
State:

Service: PCO Priority Courier

Codes: Pieces: 1, Weight: 0, Codes (F4): BOX

Messages:

Job 183376  
Call: ADELE  
Phone: 93573799  
Type: GM

Stop 1: CHAPPEE ANGELE PL  
1962 - 1964 HUN

Stop 2: BROADMEADOWS NGR  
93 RIGGALL STREET

File: 1, Weight: 0  
Codes: BOX

Signature: Paul Crowley

Messages:

- Booked: Wed Jul 22 12:38 pm 2009
- Allocated: Wed Jul 22 12:38 pm 2009
- Picked Up: Wed Jul 22 12:59 pm 2009
- Delivered: Wed Jul 22 01:14 pm 2009

Case Alloc, MDT Mark, Messages, Vacant List, No Printer Em, Split Jobs, May Return, Print

Buttons: [Job Editor], [Booking], [Despatch o-ran], [Job Editor], [Booking], [Job Details], [Job Event Hist], [Job 2996, Sec], [Print]

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Holmes, Jim

From: Bruce, Kevin  
To: Row, Ian  
Cc: Holmes, Jim  
Subject: Fibre Degradation  
Date: Thursday, 16 September, 1993 3:41PM  
Priority: High

You will recall a week or so ago I briefly mentioned that Network Products had experienced difficulties with parts of the optical fibre network and that Gerry Moriarty & Harvey Sabine (GM - Transmission) had asked that I and suitable external litigation experts consider Telecom's legal position.

My initial preference for external legal support was Russell Berry & Wayne Condon. Because one of the possible defendant's (Olex Cables) is a division of Pacific Dunlop Ltd, Freehill Hollingdale & Page had a conflict of interest. Due to the firm's commercial litigation expertise and the knowledge it has acquired of Telecom's supply processes through the Switch Vendor Study, my other preference was Molomby & Molomby. Lindsay Collins & Nick Nichola were available, Molomby's had no conflict of interest, so I have briefed Molomby & Molomby.

Problems were experienced in the MacKay to Rockhampton leg of the optical fibre network in December '93. Similar problems were found in the Katherine to Tenant Creek part of the network in April this year. The probable cause of the problem was only identified in late July, early August. In Telecom's opinion the problem is due to an aculeate coating (CPC3) used on optical fibre supplied by Coming Inc (US). Optical fibre cable is supposed to have a 40 year working life. If the MacKay & Katherine experience are repeated elsewhere in the network, in the northern part of Australia, the network is likely to develop attenuation problems within 2 or 3 years of installation. The network will have major QOS problems whilst the CPC3 delaminates from the optic fibre. There are no firm estimates on how long this may take.

Telecom's sources its optical fibre cable from 3 suppliers, Pirelli Cables Aust Ltd, Olex Cables and MM Cables. These 3 suppliers obtain their optical fibre from Optical Waveguides Australia (OWA) [using Corning technology] and Optix [using Sumitomo technology]. To date Telecom has not experienced any problems with cable that uses Sumitomo technology. From October the cable suppliers will only provide Sumitomo sourced cable. Existing stocks of Corning cable will be used in low risk / low volume areas.

Legal involvement at this stage is part of NWP's risk management exercise. It is clearly understood that any decision to pursue legal options will require senior management endorsement.

Kevin Bruce



# Risk Management Plan

23<sup>rd</sup> February 2007

I, Darren Lewis, am currently experiencing a low mood. I recently experienced thoughts of suicide, but have concluded that this is not an answer.

When feeling low, I spend time with my dogs, take a walk around the property or listen to music.

If I experience thoughts of suicide again, I will:

- Speak to my wife
- Speak to my neighbour Allan
- Ring Portland Psychiatric Services  
ph 5522 1000 (8.30 - 7.30pm Mon-Fri)
- After hours - Ward 9 Waimambool Hospital  
ph 5563 1222
- Speak to Gerry Leonard.

I will attend the psychiatry appointment at a time yet to be confirmed.

Signed:

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Darren Lewis Barbara Howard



# AUSTRALIAN GOVERNMENT SOLICITOR

VICTORIA

ACI House  
200 Queen Street  
Melbourne VIC 3000  
(03) 606 1222  
DX 50  
FAX (03) [REDACTED]

**CENTRAL OFFICE**  
Federal Courts Office  
National Courts  
Barton ACT 2600  
(06) 224 4000  
FAX (06) 226 2923

**AUSTRALIAN CAPITAL TERRITORY**  
Law Society Building  
11 Strand Place  
GPO Box 496  
Canberra City ACT 2600  
(06) 246 1211  
-4000  
- 0800 246 1271

OUR REF: 90500457/7117.sb

3 March 1992

RECEIVED IN  
TELECOM AUSTRALIA  
6 MAR 1992  
CORPORATE SOLICITORS

T

Office of the Corporate Solicitor  
A.O.T.C.  
7 Floor  
470 Collins Street  
MELBOURNE VIC 3000

A05523

**NEW SOUTH WALES**  
24 Irvine Court  
11 Elizabeth Street  
GPO Box 2727  
Sydney NSW 2000  
(02) 261 7777  
DX 44  
FAX (02) 223 4037

**QUEENSLAND**  
200 Adelaide Street  
GPO Box 1488  
Brisbane QLD 4000  
(07) 326 2000  
DX 110  
FAX (07) 326 2000

*and also at*  
**Queensland Chamber**  
12 White Street  
PO Box 1044  
Townsville QLD 4800  
(07) 71 4004  
DX 4432  
FAX (07) 21 2431

Dear Sirs

TELECOM-ATS-G M (MELBOURNE) HOLDINGS PTY LTD

I enclose a certified claim for payment form for the sum of \$295.00 being the amount payable to Equity Adjusters for professional services.

Please forward your cheque to our office, as soon as possible.

Yours faithfully  
AUSTRALIAN GOVERNMENT SOLICITOR

Per: Richard N Boughton  
Telephone: (03) 606 1306

*please photocopy and send copy  
green form to mir [REDACTED]*

*TBS  
cl- melinda  
Hughe*

*please type on slip  
"kindly attach to payment at  
earliest convenience."*

*10/3/92*

*590*

**SOUTH AUSTRALIA**  
Mand House  
79 Gougeon Place  
GPO Box 2628  
Adelaide SA 5000  
(08) 262 4211  
DX 10  
FAX (08) 262 4479

**WESTERN AUSTRALIA**  
231 Adelaide Terrace  
GPO Box 91994  
Perth WA 6000  
(09) 422 7111  
DX 0000 EAST PERTH  
FAX (09) 225 4020

**TASMANIA**  
Commonwealth Law  
Centre Building  
20-21 Davey Street  
Hobart TAS 7000  
(002) 26 1700  
DX 120  
FAX (002) 23 1100

**NORTHERN TERRITORY**  
Mand House  
11 Courage Avenue  
Landing Bay No. 12  
Darwin NT 0800  
(089) 81 4023  
DX 120  
FAX (089) 81 9900

Facsimile Message



Telecom Australia

Corporate Solicitors Office  
71470 Collins Street  
Melbourne, Vic. 3000

To	Rosanne Pitarid	From	Denise McBurnie Solicitor
Fax No.	562 1926		
Company	Telecom - Commercial Vic/Tas	Telephone	(03) 606 6950
Division	General Manager	Fax	(03) 629 1748
Date	15 March 1993		
No. pages	15 (including cover sheet)		

Re : AOTC ats GM (Melbourne) Holdings Pty Ltd

Dear Rosanne,

I refer to our telephone conversation of 12 March 1993 and advise that I have received the following reports from Freehill Hollingdale & Page for our consideration:

1. Investigator's Report and enclosing letter from Equity Investigators.
2. Report from Duesburys concerning a preliminary assessment to be used in the calculation of the amount which AOTC proposes to pay into court.

Freehills have suggested that we meet today to discuss the amount to be paid into court. Could you please contact me if you are available for such a meeting?

I apologise for the state of the handwritten statement in the Investigator's Report. However, I only have a facsimile copy to send to you at this time. I will request a better copy from Freehills for our future consideration.

Kind regards,

*Denise McBurnie*

Denise McBurnie  
Solicitor

No adjournment  
 West Hamilton  
 Phil/A/ Neville W.  
 Max Dab - Inveras & Paul Mira  
 M. Misnamant  
 Bristol Nov

C05313  
591A

*Folwell* - Esch  
 Hoping to see what does he want to do next  
 looking across  
 keep the item ?

DMFAX/1

ISDN letters by advice  
Delivered to A. Freehill

FILE: SUBJECT: GM (Melbourne) Holdings Pty Ltd -  
v- AOTC

PHONE: (03) 606 6950 FROM: Denise McBurnie

FAX: (03) 629 1748 DATE: 8 April 1993

TO: Rosanne Pittard  
General Manager  
Commercial Vic/Tas

Rosanne,

I refer to the above matter, and enclose for your attention and information, the following documents:

1. Account for professional costs and disbursements from Freehill Hollingdale & Page for work conducted on this matter up to 22 March 1993. I also enclose a copy of the covering letter from Russell Berry.
2. Copy of letter sent from Duesburys to Freehills.
3. Copy of a letter sent by Ian Row to the Australian Government Solicitor, in response to letter and account sent by Mr Richard Boughton, AGS (copies also attached).

I have been advised by Freehills that in addition to Duesburys' account, they are yet to receive accounts from senior and junior counsel and the private investigators.

Could you please attend to payment of the enclosed account. As indicated in Russell's covering letter, please don't hesitate to contact either him or Andrew Moyle if you wish to discuss the account.

Regards,

*Denise McBurnie*

DENISE MCBURNE  
SOLICITOR

R20084

591B



# IDS

11/6/97  
231 GEORGE ST.  
GPO BOX 152  
BRISBANE Q 4001  
AUSTRALIA

IAUSING PTY LTD A.C.N. 010 188 959

## INTERNATIONAL DETECTION SERVICES

YOUR REF.

DATE: 17 June 1997

OUR REF.

IMR:DCC:37876

Attention: ~~XXXXXXXXXX~~  
Telstra Corporate Security  
Locked Bag 3544  
BRISBANE QLD 4008

*My notes*

Dear Sir

~~XXXXXXXXXX~~

Reference is made to the abovenamed and to your facsimile transmission of 17 June 1997.

~~XXXXXXXXXX~~ is residing at ~~XXXXXXXXXX~~

We have been attending this address on other matters as you are aware. ~~XXXXXXXXXX~~ was at the address on the late evening of Monday 16 June 1997 at which time he was phoned by a solicitor in Melbourne.

The home is a low set brick residence and appears neat and tidy. There is a weldmesh security door at the front of the home. There are no gates nor fences at the property. There is a lock up garage

The driveway is on the left hand side of the residence. There is also solar mesh on the windows at the front of the house.

Neighbourly enquiries indicate there is often an old brown Ford Falcon sedan at the address and also a truck which is signwritten "Solar Mesh" from time to time. This truck was at the address again on the evening of Monday 16 June 1997.

We hope the abovementioned details will be of assistance to you. We thank you for your instructions and append our memorandum of costs incurred in keeping with the budget placed on this enquiry.

Yours faithfully  
International Detection Services

Per: 

*to be kept in relation to*

Association of British Investigators  
Council of International Investigators

Member of:  
National Association of Professional Process Servers (N.A.S.)  
Institute of Professional Investigators  
National Chamber of Commerce in Justice

World Association of Detectives Inc.  
Institute of Mercantile Agents Ltd

PHONE: 07 3229 7450 (01-7-3229-7450)

FAX: 07 3229 7323 (01-7-3229-7323)

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**PRESS RELEASE ..... PRESS RELEASE ..... PRESS RELEASE**

ATTENTION: Chief of Staff

RE: PRESS CONFERENCE

VENUE: Carter's Restaurant,  
Carter's Avenue, Toorak

DATE: 26<sup>th</sup> July 2002

TIME: 10 am to 11 am

**GUEST SPEAKER: Senator Len Harris**

Through the following questions, this media event will address serious issues related to Telstra's unlawful withholding of documents from claimants, during litigation.

- Why didn't the present government correctly address Telstra's serious and unlawful conduct of withholding discovery and/or Freedom of Information (FOI) documents before the T2 float?
- Why has the Federal government allowed five Australians (from a list of twenty-one) to be granted access to some of the Telstra discovery documents they needed to support their claims against Telstra, but denied the same rights to the other sixteen?
- Why has the Federal Government ignored clear evidence that Telstra withheld many documents from a claimant during litigation?
- Why has the Federal Government ignored evidence that, among those documents Telstra *did* supply, many were altered or delivered with sections illegally blanked out?
- Should the legal process of discovery and/or the Freedom of Information Act apply to Telstra while they are still owned by the government?
- Is the average Australian aware that the Freedom of Information Act will no longer apply to Telstra once it is privatised?
- Without access to documentation, how will the average Australian be able to support future claims against Telstra, once they are privatised?

In the British American Tobacco (BAT) fiasco, word of the shredding of documents spread through the Australian media and legal fraternity like wildfire: it was simply the biggest legal scandal of the decade. Justice Eames determined that this destruction of documents had denied the claimant a fair trial yet, in similar litigation, Telstra has been allowed to illegally blank out relevant information and withhold discovery evidence – for years.

Recent media reports clearly show that corporate accountability is currently to the forefront of the public agenda. Please attend this press conference and have your say.

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PROJECTIONS FOR THE CAPE BRIDGEWATER HOLIDAY CAMP  
AND CONVENTION CENTRE

1. Accommodation - School Camps

- a. Most camps four nights - best possible if telephone service had have been at 100%. 36 weeks per year, average 50 persons @ \$25.00 per head times 4 nights = \$5,000.00 gross. Nett profit - average \$4,000.00. Therefore 36 times \$4,000.00 = \$144,000.00 nett per annum times 7 years (1988/89/90/91/92/93/94).

Also projected time to reinstate if phone service is made adequate - 18 months, therefore 8.5 times \$144,000.00 = \$1,224,000.00.

To be taken into account if business had have been run successfully with adequate phone service, the camp would have had the operating capacity of being able to have 2 camps at one time. Second camp would have been average of 20 persons, although this would have been a special camp @\$35.00 per head because of the special activities involved and the special type of persons, therefore gross \$2,800.00 per week, estimated nett profit \$1,700.00 per week times 20 = \$34,000.00. Once again multiplied by 8.5 = \$289,000.00.

Sub-total for weekday camps = \$1,513,000.00.

2. Weekend camps and Singles:

- a. Singles weekends would have operated from 1992 and if the phone service had have been at 100% operation then it would have been possible to have had singles weekends conservatively 42 weekends per year @ \$165.00 per head times 40 persons times 42 weeks = \$277,200.00 gross profit. Estimated nett profit \$105 times 40 persons times 42 weeks = \$176,400.00 per annum times 4.5 (3 years plus 1.5 to re-establish business) = total nett for singles \$793,800.00.

Sub-total = \$2,306,800.00.

We also have to take into account of course projected weekend trips from various areas around Portland, Warmambool, Mt. Gambier.

3. Projected Cafe/BYO Restaurant/Devonshire Teas:

In now existing residential premises manager projected at possibly \$5.00 nett per head on an average of 20 customers 7 days a week 52 weeks per year = \$36,400.00 profit. The plans were drawn up in 1990 and the project would have been operative from 1991. Therefore, amount claimed—

We understand of course that all of these projections would have to be reduced somewhat by anticipation of poor weather, camps failing to confirm a booking and other associated economic matters. We also appreciate that a deduction would have to be made for the cost of improving the premises and also setting up of any other new areas. We would consider that 20% would adequately cover this amount. Other financial matters of course have to be taken into account, however I believe Mr. Sith has provided these to you.

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We also need to take into account the fact that Mr. Smith has suffered stress and has been diagnosed as suffering from post traumatic stress syndrome. This disorder has been documented by his resident Psychologist in Portland, Kay Frankin, and also a psychiatrist he has visited in Geelong, Dr. Chris Mackie. We therefore would need to look at the travelling allowances, financial expenses and including any extra staff needed to be employed whilst Mr. Smith is seeking treatment and the length of time that this treatment will last for. Mr. Smith will report back with a Doctor's ideas as to the length of time that he needs to undergo treatment. It would be the considered opinion of the Medical Practitioners that Mr. Smith would need quite some time away from the business itself during the years ahead due to this ongoing post traumatic stress syndrome. We would therefore have to take into account the employment of possibly a Manager to run the business until Mr. Smith is adequately recovered from his mental condition.

**Cost of preparation of this Statement of Claim:**

We need a full account from George Close, a full account from the Accountant, Derek Ryan, need a full account from ourselves, we need a full account from Mr. Smith of his costs incurred over the years in regard to preparation of this claim, the cost of the phone calls to other COT members, travelling expenses, meeting with other COT members, travelling expenses of travelling to Melbourne to meet with Telecom officials and meetings with anyone else in relation to this matter, his associated costs of correspondence and hours lost from his business in regard to preparation of this claim, travelling expenses incurred on behalf of myself travelling to Cape Bridgewater, costs incurred in the preparation of a video, costs incurred on himself travelling to here, costs incurred, make sure we include Rosie in our part your costs, the costs of photocopying, all the costs of extra stationery, the fax, the phone, travelling expenses, hours for GE, for Barry.

Supply the Accountant with details in relation to the JTN proposal in respect to Japanese school visitors.

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Gary Ellacott  
Earle Plummer A.A.I.L.A. J.P.  
Rod Pullinger A.A.I.L.A. J.P.

**PLUMMER AND PULLINGER,**  
Insurance Loss Adjusters,  
Suite 1A Bryants House  
26 Duporth Avenue  
Maroochydore, Qld. 4668.

Member of the Australian  
Institute of Loss Adjusters Ltd.

Your Ref:

Our Ref: N/C068 G. Ellacott/JS

Telephone: (074) 43 4022

Fax: (074) 43 4234

12 January, 1995

Mr Graham Schorer  
Golden Messenger  
493-495 Queensberry Street  
NORTH MELBOURNE VIC 3051

By Facsimile: (03) 2877001

Dear Graham

Please accept the following correspondence in furtherance to our conference in Melbourne on the 7 January 1995.

I have developed the following appendixes under the following titles. Such appendixes are attached to this correspondence.

1. Document Room:-

This area concerns the preparation of the documents in order that we may include them in your claim. We note the excellent work completed by your staff member Mavis over the period of our visit to Melbourne. This appendix simply explains for Mavis the method that we wish her to adopt in respect to sorting of the documents.

2. Matters to be addressed by Mr Schorer:-

These are tasks specifically created to assist in the preparation of the claim. It is essential that these tasks are completed as soon as possible in order that the investigations that we need to put into place can be carried out with as less impedance as possible.

3. Letter to Telecom seeking payment of compensation as recommended by the Report of the Commonwealth Ombudsman in respect to the Freedom of Information Application by Golden (Graham Schorer).

4. I have developed the headings for your report of the Statement of Claim. These are only draft headings at this particular time and I would ask that you peruse the same and indicate any other matters which you feel should be taken into account.

## 5. Freedom of Information Application:-

As I have previously stated I would like to make a further application for the Freedom of Information in respect to the period since your last application. The reason for adopting this manoeuvre is to obtain those internal documents and correspondence that may have been generated by Telecom during the investigation period of the Commonwealth Ombudsman. This will demonstrate to the Arbitrator the continued propensity of Telecom to be at best inefficient or at worst unlawful with respect to their dealings with you and having regard to the provisions of the Freedom of Information Act. In the very near future I will forward a draft application. In the meantime could you contact my office with any particular advice you may have in relation to the contents of that particular application.

Could you please attend to these matters in order that they are prepared and available for our perusal prior to our return to Melbourne at the end of January 1995.

ENCLOSURES

Appendixes

Yours faithfully

PLUMMER AND PULLINGER

*J. Ellacott*  
*Per: J. Single*

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## APPENDIX A

### DOCUMENTS PREPARATION BY MAVIS

1. All of the documents have now been sorted into respective piles.
2. All of those documents now need to be isolated into their particular piles and then those piles need to be sorted into date order. Once sorted into date order we should keep each pile separate and place rubber bands around each year's work of documents in that particular pile. For example Mavis when you are dealing with internal Telecom you will split the pile up into whatever years they may be, 1985, 1986, 1987, 1988, 1989, 1990 through to 1995 and then you will put them in date order, put rubber bands around each year and just put them all back together in the box.
3. Mavis in regard to the folders which are on the floor which were Mr Schorer's correspondence and details, we need to pull out all of the documents which are tagged and place them in their own colour groups. Once placed in their own colour groups we then need to date order them and place those documents back into folders in date order and colour coded. Mavis in respect to the C.O.T Cases we do need to go through the C.O.T material and particularly date order it and if we can just put each box in the date order as in one box will be 1985, one box will be 1986 etc.
4. At some stage we do need to page number the piles of documents, however I will bring the page numberer to Melbourne upon my next visit and give you the appropriate instructions then which will probably be one to two day's work.

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LEVEL 11, DOMINION BUILDING  
533 LITTLE LONSDALE STREET  
MELBOURNE VIC 3000  
PHONE: 61 3 9670 1505  
FAX: 61 3 9670 1551  
EMAIL: hrc@telstra.com.au

Our Ref. MRB:BJD  
Your Ref.

August 20, 1997

Mr Alan Smith  
CA- Senator Ron Boswell  
National Party  
CANBERRA ACT  
VIA FACSIMILE NO. (062) 773 246

Dear Alan,

Re: Alan Smith v Telstra Corporation

Mr Smith has approached me to write this letter regarding my views of his dealings and difficulties with Telstra and his telephone services at Portland.

I have read Mr Smith's account of the affair together with numerous other documents including a report by a forensic accountant and source materials obtained from Telstra via FOI request. I was given the materials to enable me to advise Mr Smith regarding what legal remedies he may have in the matter. From the materials I have seen, there is little doubt that Mr Smith has a legitimate grievance and has been poorly dealt with by Telstra in trying to resolve his complaint.

The materials seem to me to disclose the following points:

- a) There was clearly a serious fault with the exchange affecting Mr Smith's service and causing him a loss of many calls and, consequently, business;
- b) From the outset, Telstra were either remiss in discovering the cause and extent of the faults or less than completely candid regarding them. One suspects the situation moved from the former to the latter circumstance over the course of their dealings;
- c) It seems clear that at the time of reaching the initial settlement with Telstra, Mr Smith had not been fully informed by them of the extent of the problems with the exchange and that Telstra, wittingly or unwittingly, withheld information relevant to the settlement to Mr Smith's detriment;

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-2-

- d) The conduct of the arbitration which followed was highly dubious and open to attack as inviting questions of bias since the arbitrator ruled out many relevant documents to the detriment of Mr Smith's claim, refused to acknowledge the problems with the original settlement and was from a legal firm which was in line for or had received large contracts from Telstra. All of these circumstances and the fact that the entire arbitration was conducted in a highly legalistic manner much in favour of Telstra on rules it forced into place suggest that Mr Smith was less than fairly dealt with by Telstra and the arbitrator.
- e) Telstra have implemented a "starve-them-out" obstructionist policy in dealing with Mr Smith and the other COT cases. This is amply demonstrated in their approach to the release of FOI material which they initially resisted handing over and then, when forced to, they released in unnecessary and overwhelming volume. It is also demonstrated in their internal memoranda obtained under the FOI report;
- f) It seems from the documents provided to me that Telstra have at times misstated the results of testing undertaken on the exchange and Mr Smith's service and even the fact of testing having been undertaken;
- g) Mr Smith has suffered losses as a direct result of the faults and further, from Telstra's dispute "resolution" strategies for which he has not but is entitled to recover.

Please note that I have not seen all the documents nor interviewed witnesses in this matter. Obviously the case is involved and extremely time consuming and Mr Smith lacks the resources to fund such an undertaking and, even with the best will in the world, I am not in a position to do so pro bono. That said, I have asked a member of Counsel here in Victoria to look at the materials on a pro bono basis and his view is also essentially that outlined above.

Undercover of these qualifications, I reiterate my view that Mr Smith has not had a fair go in this matter and is well and truly poorer for it.

Please feel free to call the writer to discuss any matter pertaining to these remarks.

Yours faithfully,  
**MICHAEL BRERETON & CO.**

  
 Ben Dunn

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**CONFIDENTIAL**

6th Floor, 131 Barry Parade  
Fortitude Valley Qld 4006  
Australia

Telephone (07) 838 6201  
Facsimile (07) 832 5657

23 July 1993

Mr Michael Elsegood  
Manager  
International Standards Section  
AUSTEL  
PO Box 7443  
MELBOURNE VIC 3004

Dear Michael

**ACCOUNTS OF MR A. SMITH**

I refer to your letter dated 18 June 1993 requesting information relating to the accuracy of the Telecom accounts issued to Mr A. Smith (Ref. TSS/5001/05).

The Telecom system charges timed Telephone calls (STD and IDD) to the second, commencing when that the called party answers. On STD calls where piptones are provided, charging again is to the second, commencing 2 seconds after answer to allow for the piptones. Call duration is charged to the second.

Seconds, however, are not shown in the call charge start times of itemised records printed on the bill. This means that effective calls for which charging commences within the same minute are shown on the bill as having the same start time within that minute - for example, from Mr Smith's bill of 19 June 1993, for telephone number 055 267 230:

Called No.	Date	Actual Start Time	Start Time Shown on Bill	Duration
1. 050 222 622	07 June	10:00:09am	10:00am	0:07
First call completed @ 10:00:16am				
2. 052 222 622	07 June	10:00:34am	10:00am	1:26

Thus the time between completion of the first call and the start time of the second call is 18 seconds.

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CONFIDENTIAL

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2.

The omission of seconds from call charge start times shown on the bill is, I understand, a common practice by other Telephone companies in Australia and around the world. Consideration of conciseness and clear presentation are prime reasons. I must restate, however, that effective timed Telephone calls (STD and IDD) are charged accurately by Telecom to the second.

The inclusion of seconds in the start time of itemised call records on the bill would require, at substantial cost, changes to the charging and billing system and to customer service systems and, of course, to the format of the bill itself. Nonetheless, Telecom will examine the costs and benefits of providing this additional information and, towards that end, a technical feasibility study and customer research has been initiated.

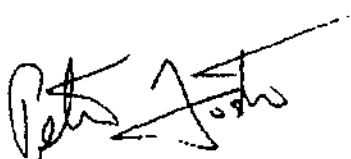
Q Turning now to the accounts of Mr Smith which you supplied, it is not possible to check the start time for all of the calls itemised on those accounts in terms of hours, minutes and seconds as the data is stored in the network only for a limited time. However, from Mr Smith's accounts, a sample of calls which appear to overlap and for which start time data in seconds are available, were analysed to determine the precise timing of events. There were no irregularities. Further, all calls on Mr Smith's bill issued on 19 June 1993 were checked and there are no call sequences that indicate overlapping calls.

The remainder of sequenced calls on Mr Smith's accounts you supplied, for which start time data in seconds are available, are now being analysed. This is a time-consuming exercise and I will advise you of the outcome when this work is completed.

It is important to note that Mr Smith's telephone service 055 267 230 is used for both originating facsimile and voice calls which accounts for the high proportion of short calls in the overall calling pattern. Since early June, Mr Smith's other service 055 267 267 is used primarily for incoming calls.

I trust the above information clarifies the matters you raised on behalf of Mr Smith. Please contact me if you have any queries or require additional information.

Yours sincerely



PETER FOSTER  
General Manager  
Charging & Billing - Brisbane

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Call Date 24/6/93	Network Switch	Billing System PRE BILL
B No. - 058 32 9605	15:55:08	3:55 pm
Duration	168 secs	2:48
Completion	15:57:56	

B No. - 03 329 7355	15:58:46	3:58 pm
Duration	99 secs	1:39

Customer had 15:58:46 - 15:57:56 = 50 seconds to establish 2nd call.

Call Date 25/6/93	Network Switch	Billing System PRE BILL
B No. - 03 604 2900	09:44:14	9:44 am
Duration	198 secs	3:18
Completion	09:47:32	

B No. - 03 889 3354	09:47:54	9:47 am
Duration	152	2:32

Customer had 09:47:54 - 09:47:32 = 22 seconds to establish 2nd call.

Call Date 25/6/93	Network Switch	Billing System PRE BILL
B No. - 03 329 7355	10:17:37	10:17 am
Duration	170 secs	2:50
Completion	10:20:27	

B No. - 02 438 3433	10:20:50	10:20 am
Duration	50 secs	0:50

Customer had 10:20:50 - 10:20:27 = 23 seconds to establish 2nd call.

Call Date 6/7/93	Network Switch Record	Billing System PRE BILL
B No. - 03 889 3354	15:05:14	3:05 pm
Duration	49 secs	0:49
Completion	15:06:03	

B No. - 03 889 7693	15:06:49	3:06 pm
Duration	59 secs	0:59

Customer had 15:06:49 - 15:06:03 = 46 seconds to establish 2nd call.

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Call Date 7/7/93	Network Switch Record	Billing Systems PRE BILL
B No. - 07 852 1711	13:23:09	1:23 pm
Duration	53 secs	0:53
Completion	13:24:02	

B No. - 03 889 3543	13:24:37	1:24 pm
Duration	96 secs	1:36

Customer had 13:24:37 - 13:24:02=35 seconds to establish 2nd call.

Call Date 7/7/93	Network Switch	Billing System PRE BILL
B No. - 03 329 7355	17:41:12	5:41 pm
Duration	421 secs	7:01
Completion	17:48:13	

B No. - 053 44 8367	17:48:38	5:48 pm
Duration	18 secs	0:18

Customer had 17:48:38 - 17:48:13=25 seconds to establish 2nd call

Call Date 8/7/93	Network Switch	Billing System PRE BILL
B No. - 07 377 5209	06:52:00	6:52 am
Duration	128	2:08
Completion	06:54:08	

B No. - 053 44 8367	06:54:39	6:54 am
Duration	61 secs	1:01

Customer had 06:54:39 - 06:54:08 = 31 seconds to establish 2nd call.

Call Date 11/7/93	Network Switch	Billing System PRE BILL
B No. - 03 850 4638	13:06:20	1:06 pm
Duration	66 secs	1:06
Completion	13:07:26	

B No. - 03 889 5020	13:07:41	1:07 pm
Duration	51 secs	0:51

Customer had 13:07:41 - 13:07:26 = 15 seconds to establish 2nd call.

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Call Date 12/7/93	Network Switch	Billing System PRE BILL
B No. - 03 568 1824	19:00:25	7:00 pm
Duration	94 secs	1:34
Completion	19:01:59	

B No. - 03 827 5227	19:02:26	7:02 pm
Duration	12 secs	0:12

Customer had 19:02:26 - 19:01:59 = 27 seconds to establish 2nd call.

Call Date 12/7/93	Network Switch	Billing System PRE BILL
B No. - 03 827 5227	19:02:26	7:02 pm
Duration	12 secs	0:12
Completion	19:02:38	

B No. - 03 509 1336	19:02:57	7:02 pm
Duration	455 secs	7:35

Customer had 19:02:57 - 19:02:38 = 19 seconds to establish 2nd call.

Call Date 13/7/93	Network Switch	Billing System PRE BILL
B No. - 08 280 8875	10:37:36	10:37 am
Duration	53 secs	0:53
Completion	10:38:29	

B No. - 08 280 8322	10:38:47	10:38 am
Duration	109 sec	1:49

Customer had 10:38:47 - 10:38:29 = 18 seconds to establish 2nd call.

Call Date 13/7/93	Network Switch	Billing System PRE BILL
B No. - 03 828 7450	11:04:09	11:04 am
Duration	46 secs	0:46
Completion	11:04:55	

B No. - 03 828 7342	11:05:22	11:05 am
Duration	114 secs	1:54

Customer had 11:05:22 - 11:04:55 = 27 seconds to establish 2nd call.

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Call Date 13/7/93	Network Switch	Billing System PRE BILL
B No. - 03 614 3911	11:51:03	11:51 am
Duration	9 secs	0:09
Completion	11:51:12	

B No. - 03 616 4333	11:51:41	11:51 am
Duration	238 secs	3:58

Customer had 11:51:41 - 11:51:12 = 29 seconds to establish 2nd call.

Call Date 14/7/93	Network Switch	Billing System PRE BILL
B No. - 07 852 1711	15:02:01	3:02 pm
Duration	321 secs	5:21
Completion	15:07:22	

B No. - 07 864 8880	15:07:57	3:07 pm
Duration	54 secs	0:54

Customer had 15:07:57 - 15:07:22 = 35 seconds to establish 2nd call.

Call Date 16/7/93	Network Switch	Billing System PRE BILL
B No. - 03 650 3784	09:58:01	9:58 am
Duration	112 secs	1:52
Completion	09:59:53	

B No. - 03 650 3784	10:00:40	10:00 am
Duration	118 secs	1:58

Customer had 10:00:40 - 09:59:53 = 47 seconds to establish 2nd call.

Call Date 19/7/93	Network Switch	Billing System PRE BILL
B No. - 03 799 2102	18:07:09	6:07 pm
Duration	64 secs	1:04
Completion	18:08:13	

B No. - 087 25 8740	18:08:57	6:08 pm
Duration	109 secs	1:49

Customer had 18:08:57 - 18:08:13 = 44 seconds to establish 2nd call.

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Call Date 29/7/93	Network Switch	Billing System PRE BILL
B No. - 06 274 7111	12:23:06	12:23 pm
Duration	150 secs	2:30
Completion	12:25:36	

B No. - 06 277 7440	12:25:55	12:25 pm
Duration	116 secs	1:56

Customer had 12:25:55 - 12:25:36 = 19 seconds to establish 2nd call.

Call Date 31/7/93	Network Switch	Billing System PRE BILL
B No. - 03 328 4462	14:24:31	2:24 pm
Duration	229 secs	3:49
Completion	14:28:20	

B No. - 03 329 7355	14:28:59	2:28 pm
Duration	156 secs	2:36

Customer had 14:28:59 - 14:28:20 = 39 seconds to establish 2nd call.

Call Date 2/8/93	Network Switch	Billing System PRE BILL
B No. - 03 329 7355	10:01:25	10:01 am
Duration	179 secs	2:59
Completion	10:04:24	

B No. - 03 672 5555	10:04:44	10:04 am
Duration	524 secs	8:44

Customer had 10:04:44 - 10:04 24 = 20 seconds to establish 2nd call.

Call Date 3/8/93	Network Switch	Billing System PRE BILL
B No. - 06 277 7111	08:55:01	8:55 am
Duration	166 secs	2:46
Completion	08:57:47	

B No. - 06 273 3133	08:58:07	8:58 am
Duration	100 secs	1:40

Customer had 08:58:07 - 08:57:47 = 20 seconds to establish 2nd call.

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**Comparison of Pre Bill to WBOX Call Charge Record (CCR)**

Call Date 23/6/93	Network Switch	Billing System PRE BILL
B No. - 053 31 1211	14:00:35	2:00 pm
Duration	9 secs	0:09
Completion	14:00:44	

B No. - 053 20 1200	14:00:59	2:00 pm
Duration	1076	17:56

Customer had 14:00:59 - 14:00:44 = 15 seconds to establish 2nd call.

Call Date 23/6/93	Network Switch	Billing System PRE BILL
B No. - 053 31 1211	15:44:11	3:44 pm
Duration	12 secs	0:12
Completion	15:44:23	

B No. - 053 20 1200	15:44:37	3:44 pm
Duration	72 secs	1:12

Customer had 15:44:37 - 15:44:23 = 14 seconds to establish 2nd call.

Call Date 24/6/93	Network Switch Record	Billing System PRE BILL
B No. - 03 650 3784	11:50:06	11:50am
Duration	15 secs	0:15
Completion	11:50:21	

B No. - 03 650 2771	11:50:48	11:50am
Duration	34 secs	0:34

Customer had 11:50:48 - 11:50:21 = 27 seconds to establish 2nd call.

Call Date 24/6/93	Network Switch	Billing System PRE BILL
B No. - 053 20 1366	15:54:02	3:54 pm
Duration	48 secs	0:48
Completion	15:54:50	

B No. - 058 32 9605	15:55:08	3:55 pm
Duration	168 secs	2:48

Customer had 15:55:08 - 15:54:50 = 18 seconds to establish 2nd call.

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**Comparison of Pre Bill to WBOX Call Charge Record (CCR)***ATTACHMENT THREE*

Call Date 23/6/93	Network Switch	Billing System PRE BILL
B No. - 053 31 1211	14:00:35	2:00 pm
Duration	9 secs	0:09
Completion	14:00:44	

B No. - 053 20 1200	14:00:59	2:00 pm
Duration	1076	17:56

Customer had 14:00:59 - 14:00:44 = 15 seconds to establish 2nd call.

Call Date 23/6/93	Network Switch	Billing System PRE BILL
B No. - 053 31 1211	15:44:11	3:44 pm
Duration	12 secs	0:12
Completion	15:44:23	

B No. - 053 20 1200	15:44:37	3:44 pm
Duration	72 secs	1:12

Customer had 15:44:37 - 15:44:23 = 14 seconds to establish 2nd call.

Call Date 24/6/93	Network Switch Record	Billing System PRE BILL
B No. - 03 650 3784	11:50:06	11:50am
Duration	15 secs	0:15
Completion	11:50:21	

B No. - 03 650 2771	11:50:48	11:50am
Duration	34 secs	0:34

Customer had 11:50:48 - 11:50:21 = 27 seconds to establish 2nd call.

Call Date 24/6/93	Network Switch	Billing System PRE BILL
B No. - 053 20 1366	15:54:02	3:54 pm
Duration	48 secs	0:48
Completion	15:54:50	

B No. - 058 32 9605	15:55:08	3:55 pm
Duration	168 secs	2:48

Customer had 15:55:08 - 15:54:50 = 18 seconds to establish 2nd call.

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Call Date 3/8/93	Network Switch	Billing System PRE BILL
B No. - 03 329 7355	13:00:14	1:00 pm
Duration	56 secs	0:56
Completion	13:01:10	

B No. - 07 852 1711	13:01:44	1:01 pm
Duration	48 secs	0:48

Customer had 13:01:44 - 13:01:10 = 34 seconds to establish 2nd call.

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To: The Administrator and Arbitrator of  
the Fast Track Arbitration Procedure

Date: 19 July 1995

Attention: Mr Warwick Smith  
Dr Gordon Hughes

From: Mr Alan Smith

Fax No: -

Total Pages (including  
Header):

MAILED: YES ( ) NO ( X )

Dear Mr Smith and Dr Hughes,

On 23 November 1993, I, and the other relevant Cot Members, entered into the proposed Fast Track Settlement Proposal, unchanged, under duress.

My duress was caused by the report delivered from Mr Robin Davey, the then Chairman of Austel, of Telecom's proposed action.

Austel reported Telecom had not only refused to agree to the proposed amendments of clarification, Telecom would withdraw from all commitments given to Austel to agree to re-assess my claim against Telecom under an agreement with Austel to enter into an Austel proposed and recommended, mutually agreed to assessment process unless myself and other participating Cot Members entered into the proposal unchanged by close of business of 23 November 1993.

Austel explained to me Telecom proposed action was placing me in the position of having to either participate in the intended, less beneficial, legalistic, arbitration process, Telecom was going to use in future customer dispute resolution or have my dispute with Telecom dealt within a Court of Law.

The Fast Track Settlement Proposal was represented to me by Mr Robin Davey, as being a specially designed, Fast Track, non legalistic, natural justice process.

In January 1994, the appointed Administrator, Mr Warwick Smith, the then Telecommunications Industry Ombudsman, Mr Peter Bartlett, Senior Legal Adviser of the Legal Resources Unit, also represented this process to me, as a specially designed, Fast Track, non legalistic, natural justice process.

On 21 April 1994, I agreed to enter into the proposed Fast Track Arbitration Procedure, unchanged, under duress.

My duress was caused by the reports from Mr Warwick Smith, Mr Peter Bartlett and Dr Hughes that Telecom informed them Telecom would withdraw from all previous commitments, including Telecom written undertaking already entered into (The Fast Track Settlement Proposal), if I did not enter into the proposed Fast Track Arbitration Procedure, unchanged, by close of business the week ending the 22 April 1994.

It was explained to me the proposed Telecom action would place me in the position of having to go to a Court of Law to have my disputed matters with Telecom resolved, unless I abandoned the Fast Track Settlement Proposal in favour of the Telecom agreed to, proposed Fast Track Arbitration Procedure, unchanged.

The Fast Track Arbitration Procedure was represented to my representative and me by the appointed Administrator, Mr Warwick Smith, the then Telecommunications Industry Ombudsman, Mr Peter Bartlett, Senior Legal Adviser of the Legal Resources Unit and the to be appointed Arbitrator, Dr Hughes, as a specially designed, guaranteed Fast Track, non legalistic, natural justice process, as being a superior agreement to the Fast Track Settlement Proposal in that it empowered the Arbitrator to obtain from Telecom relevant information and documents wrongly withheld from me by Telecom, without me having loss of personal benefits and concessions contained in the Fast Track Settlement Proposal to ensure natural justice prevails.



At all times, on different occasions when discussing the relevant proposals, I or my representative was assured by Austel, the Administrator, the Legal Resource Unit, the Assessor and Arbitrator, the fact that I could not afford to pay for legal advice and assistance, would not serve to disadvantage or limit my ability to substantiate the validity and or right to quantum of my claim.

I have sought advice from more than one source upon the combined information contained in Telecom supplied FOI documents, including those that I requested under FOI well prior to and during the beginning of the Arbitration process, which were extensively delayed by Telecom in being supplied to me and other obtained Government statistics.

Late December 1994 and after, the Telecom controlled delay in supplying to me all requested Telecom documents under FOI included my receiving approximately 24,000 FOI documents, weighing approximately 70 kilos, after my claim submission for Arbitration was finalised/submitted and after Telecom had submitted their defence statement and supporting documentary evidence, plus other FOI documents, towards the end of the Arbitration process and after the Arbitration process was finalised.

On 26 May 1995, I received from Telecom, after the Arbitration appeal time had lapsed, Telecom FOI documents that substantiated that Telecom internally acknowledged to Bell Canada International Inc that Mr Smith is right, in response to Alan Smith's allegations made to Telecom that the BCI testing of his telephone service was fabricated, because the testing could not and did not take place as reported in the Bell Canada International Inc Addendum Report.

I am now in the possession of more than one informed opinion, based upon the combination of all of the information contained in ALL of the FOI documents and authentic impartially created reports.

The considered opinions I have received have convinced me that:-

Telecom has deliberately delayed the supply of and or with held requested FOI documents containing information that assists and or enabled Alan Smith to substantiate his claim including amount of quantum.

A deliberate misrepresentation has been perpetrated on the Arbitrator and/or the Arbitration process, which has produced the result of preventing Alan Smith from rightly receiving the benefits and concessions contained in this natural justice process.

The deliberate misrepresentation was committed by Telstra knowingly presenting the Arbitrator with a fabricated testing and evaluation report that was allegedly independently and impartially performed and created, identified as the Bell Canada International Inc Addendum Report.

The Accounting Resource Unit, whose task was to independently assess the validity of the quantum of Alan Smith's claim, would have to take into consideration, in support of Telecom's defence, the alleged successful test results contained in their copy of the BCI report of the success of over 2,000 test calls being received at the PTARS 267 211 located at Cape Bridgewater RCM, on the same line sequence number as Alan Smith's 267 telephone service was connected to the exchange over a three and a half hour period on first attempt, in November 1993.

Any, non technical, accounting, reasonably minded person, on reading about the success of over 2,000 test calls being received in a three and a half hour period at the Cape Bridgewater exchange, as alleged in the BCI report, would have to seriously question the validity of Alan Smith's claim of the volume of faults, the volume of lost calls, therefore would be taking this false information into account when establishing their assessment of quantum which included consequential losses.

As part of the alleged Fast Track, non legalistic, natural justice process, contained in the Fast Track Arbitration Procedure, Alan Smith's allegations should be independently investigated by another impartial person to determine whether this natural justice process has been perverted.

I, formally request that my allegations be independently investigated by another impartial person.

I await your considered answer.

Yours sincerely,

Alan Smith

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cc

**The Honourable, Mr Michael Lee, Minister for Communications**  
**The Honourable, Mr Duncan Kerr, Minister for Justice**  
**Mr Neil Tuckwell, Chairman of Austel**  
**Mr John Pincock, Telecommunications Industry Ombudsman,**  
**Professor Alan Fels, Chairman of Trade Practices Commission**  
**Ms Philippa Smith, Commonwealth Ombudsman**  
**Senator Richard Alston, Shadow Minister for Communications**  
**Senator Ron Boswell, National Party**  
**Senator Vicki Bourne, Australian Democrats**  
**The Honourable John Manley, C/o Michael Helm, Director General,**  
**Telecommunications Policy, Ottawa, Canada**  
**Bell Canada International Inc, Ottawa, Canada**

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**C.O.T. Cases Australia**  
**Facsimile Transmission**

To: Mr Barry O'Sullivan

Date: 10 August, 1995

Company: Freeman Plumber & Pullinger

Our Ref: 2182.DOC

From: Mr Graham Schorer

Fax No: (076) 385776

Total Pages (including Header):

MAILED: YES ( ) NO ( X )

Dear Barry,

Further to my telephone conversation today, I am forwarding to you a copy of Alan Smith's letter of 19 July 1995 addressed to Warwick Smith and Dr Gordon Hughes, cc to Mr Pinnock and others, Mr Pinnock's letter of response to Alan Smith dated 28 July 1995 and the reply I am assisting him with.

I am also forwarding you a copy of Mr Pinnock's letter to Alan Smith dated 7 August 1995 and Alan Smith's brief response.

After you have had the opportunity to read all, I would appreciate the opportunity to discuss matters in greater detail.

I believe these matters will have great bearing on other C.o.T. members apart from Alan Smith.

Yours sincerely,



**Graham Schorer**

Yours sincerely,

Spokesperson  
C.o.T. CASES AUSTRALIA

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16. AUG. 2001 9:22

SENATE COMMITTEES 610 9779830

NO. 2001 P.



AUSTRALIAN SENATE

**ENVIRONMENT, COMMUNICATIONS, INFORMATION  
TECHNOLOGY AND THE ARTS**

**REFERENCES COMMITTEE  
LEGISLATION COMMITTEE**

16 August 2001

PARLIAMENT HOUSE  
CANBERRA ACT 2600

Telephone: + 61 2 6277 3526

Facsimile: + 61 2 6277 5818

E-mail: ecita.sen@aph.gov.au

Website: www.aph.gov.au/senate\_environment

Mr Alan Smith  
Cape Bridgewater Holiday Camp  
Blowholes Rd, RMB 4408  
PORTLAND VIC 3305

Dear Mr Smith

**Casualties of Telstra (COT) Matter**

I refer to your letters of 26 July to the Secretary of the ECITA Standing Committee and 6 August 2001 to me, relating to the COT Cases. As Chair of the ECITA Legislation Committee, I am very concerned with your statement in the 6 August letter that you are in the possession of two *in camera* Official Committee Hansards, relating to this issue, dated 6 and 9 July 1998. Furthermore, that you intend sending these confidential Hansards to Mr Brian Pickard, Ms Sandra Wolfe's solicitor.

I wish to remind you that evidence or documents taken *in camera* or submitted on a confidential or restricted basis cannot be disclosed to another person, unless by order of the Senate. This does not occur very often, although the Senate, on 30 August 2000, did authorise the release of the Hansards of 6 and 9 July 1998 to the Victoria Police Major Fraud Group to assist in their investigations.

The fact that you have received unauthorised confidential committee documents is a serious matter, but if you disclose these documents to another person, you may be held in contempt of the Senate. I would remind you that section 15 of the *Parliamentary Privileges Act 1987* provides for penalties in relation to these matters. I would also point out that section 16 of the *Privileges Act* provides that it is not lawful for the material in question to be used in any court or tribunal. A copy of the Act is enclosed. You may wish to consult your legal adviser in relation to this.

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I have to advise you that I am unable to provide you with any further assistance in relation to the matter as the committee has concluded its inquiry and has reported to the Senate.

I would respectfully suggest your remedies lie with the Telecommunications Industry Ombudsman and normal legal processes.

Yours sincerely

Alan Eggleston  
Chair

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AUSTRALIAN SENATE

ENVIRONMENT, COMMUNICATIONS, INFORMATION TECHNOLOGY AND THE ARTS

REFERENCES COMMITTEE  
LEGISLATION COMMITTEE

6 December 2004

PARLIAMENT HOUSE  
CANBERRA ACT 2600  
Tel: (02) 6277 3526  
Fax: (02) 6277 5818  
email: ecita.sen@aph.gov.au  
www.aph.gov.au/senate\_environment

Mr Alan Smith  
Seal Cove Guest House  
Cape Bridgewater  
Portland RMB 4409 VIC 3305

Dear Mr Smith

I write to advise you that your letter dated 17 September 2004 addressed to me as Chair of the Environment, Communications, Information Technology and the Arts Legislation Committee, and your subsequent letters of 19 October, 26 October, 2 and 15 November 2004 addressed to me or to the Secretary of the Environment, Communications, Information Technology and the Arts References Committee, were considered by the Committee during its meeting on 2 December.

As you are aware, the Committee's involvement in the matters you have raised concluded in 1999. Accordingly it considers that the matter is closed. You need to understand that, in the absence of a reference from the Senate, it is not the role of a Senate committee to investigate such matters, as there are established and more appropriate processes in place to enable them to be pursued.

In his letter to you of 6 October 2004 the Committee Secretary outlined the possible legal consequences of any unauthorised publication of in camera evidence. The Committee confirms that advice.

As the Committee has no ongoing inquiries into this matter, I am returning the two manuscripts which you provided with your letters.

Finally, the Committee has resolved that it does not propose to enter into any further correspondence with you on this issue.

Yours sincerely

Senator Alan Eggleston  
Chairman

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31/5/13

Dear Alan

Just to "keep you in the loop" , I walked down to the North Melbourne Police Station today with Graham Schorer. He wanted to obtain information in writing that the break in of March 1994 was still an "open case".

We spoke to the Constable who informed us that he couldn't disclose this information in writing due to privacy, but after consultation with his sergeant, he looked up their computer and gave Graham the name of the detective that handled the incident at the time (who is now based at Ballarat). Her details are below FYI. She is the only person that will be able to confide with Graham about the break in as it is still "open".

The constable said he would email the detective and let her know that she may receive contact from Graham.

Graham also mentioned other matters outside of the break in re: phone tapping, fax & email interception, his assistance from Allen Bowles etc. and both police officers said they could not assist him in this regard and advised that he seek independent legal opinion and to tread very carefully, especially in relation to an organisation such as Telstra as he could be hit with a defamation case against him.

Regards,

Sharon

VICTORIA



POLICE

VP FORM 75

31/05/13

To .....

File/PB Ref. No: ..... (Date: .....)

~~DETECTIVE~~ Sergeant/Senior Constable JACQUI CUNNINGHAM

\* attended this address today but you were unavailable.

Would you please contact:

\* is attending to the incident you have reported. If you have any inquiries, please contact:

BALLARAT ..... Police Station on telephone 5336 6050

BRING THIS CARD WITH YOU - THANK YOU

Reprint 03/12

\* cross out what is not applicable

Revised 02/06

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30/8/95

2-50 Julie Owen Ph 611333

Warrenwood College

Availability of camp

4-35 Paul Haer

4-42 Alan

4-52 Alan

5-20 Alan

5-22 Alan

6-45 Colin Turner 018311888

WORK 5554000 TOMORROW

WANTS TO TAKE OVER A FEW

THINGS. HAS HEARD NEWS.

Will NOT DISCUSS SOME ISSUES  
ON THE PHONE.

8-15 Alan

8-50 Alan

31/5/95

10-50 Amanda

12-08 Peter Bartlett's Secretary

12-15 Alan

12-31 Alan

12-40 Neil Williamson Gnu Farm

1-30 Julie Owen msg again 3-30pm

2-45 Paul Howell

2-50 Keith Simms for Amanda

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Commonwealth of Australia  
**STATUTORY DECLARATION**  
*Statutory Declarations Act 1959*

I, **ALAN SMITH**

make the following declaration under the *Statutory Declarations Act 1959*:

2 Set out matter  
declared to in  
numbered  
paragraphs

On 23<sup>rd</sup> February 2006 I wrote the attached letter to Mr Bryant. Attached to that letter are: a letter dated 12<sup>th</sup> August 1996, from me to John Pinnock, the TIO; Mr Pinnock's response (dated 16<sup>th</sup> August 1996); a letter dated 30<sup>th</sup> April 1995, apparently signed by Mr Paul Howell of DMR Group Canada and two pages, both dated 30<sup>th</sup> April 1995, from an arbitration technical report prepared by DMR & Lanes. The matters related to these documents are why I have decided to prepare this document now.

In my letter to Mr Bryant, at point 3, I raise the issue of the technical consultant's arbitration report dated 30<sup>th</sup> April 1995, prepared by DMR & Lanes. For the purposes of this Statutory Declaration I now state that I received a copy of the DMR & Lanes report dated 30<sup>th</sup> April 1995, together with advice from the arbitrator, Dr Hughes, asking for my written response to the report. I assume that Telstra received the same version of the report and the same directions from Dr Hughes.

In August 1995, three months after my arbitration, I travelled to Melbourne to pick up all my arbitration claim documents. I later discovered that the arbitrator's secretary, Caroline Friend, had inadvertently also provided me with a manila envelope containing a number of documents I had not seen before. Inside the manila envelope I found two versions of an arbitration technical report, one dated 6<sup>th</sup> April 1995 from David Read of Lanes Telecommunications, and one dated 30<sup>th</sup> April 1995, from DMR & Lanes. At first I thought the DMR & Lanes report was just a replica of their report that I had been given by the arbitrator during my arbitration. When I compared the two, however, I discovered, in this newly obtained version of the report, information that was not included in the version that had been officially provided to me during my arbitration. The information omitted from the so-called 'final', arbitration version of the report included references to billing faults, and the statement "*One issue in the Cape Bridgewater case remains open, and we shall attempt to resolve it in the next few weeks, namely Mr Smith's complaints about billing problems.*" The version of the DMR & Lanes report that I discovered in the manila envelope turned out to be only a draft of their report. Except for differences in the list of documents sourced in relation to their findings regarding my billing claims, the rest of this draft version is identical to the version that was represented to me as the final version of the report. The draft version of the report stated that the billing claim documents were to be assessed over the coming weeks. My billing claim included 13 bound volumes of over 2,600 documents. None of these volumes or documents is included in the list of documents sourced by the consultants. The draft

*Alan Smith*  
C 34859

clearly states that, on 30<sup>th</sup> April 1995, when they prepared the draft of their report, the consultants still needed extra weeks to resolve the billing fault issues and yet the so-called final report, which now included the 13 volumes of 2,600 documents in the documents list, was submitted to arbitration on the same date and forwarded to me for my official response, even though the arbitrator knew I would then be responding to a report that was incomplete.

The attached letter dated 12<sup>th</sup> August 1996, to Mr John Pinnock, confirms that I wrote to the Institute of Arbitrators because the DMR & Lanes report had not been signed off. Mr Pinnock apparently also wrote to the Institute and provided them with a copy of what he called a covering letter supplied by Paul Howell of DMR Canada. As you can see, when he wrote to me on 16<sup>th</sup> August, his advice was that he didn't believe the arbitrator was obliged to supply me with a copy of the DMR 'covering letter'.

↘  
Just days after my arbitration, in shock at finding that none of my billing claim documents had been addressed, and after uncovering information that was not uncovered during my arbitration, I collapsed with a suspected heart attack and was rushed to hospital by ambulance. On my return, five days later, Mr Paul Howell of DMR Canada telephoned me at home. I had not spoken to Mr Howell before, but he told me he had heard that I had been in hospital and was phoning to wish me well. Mr Howell then went on to tell me that my arbitration was the worst process he had ever been associated with and that, had it been conducted in North America, it would never have been allowed to continue under such an atrocious administration. I told him I appreciated his concern, but was disappointed with his technical report and asked him why he had not signed it off. He replied in words to the effect that he hadn't signed the report because it had never been completed.

Why would Mr Howell admit that the report was never finished yet still provide a covering letter with the same date as that unfinished report?

Who would write a covering letter stating that a final report (with the same date as a draft of the report) was complete, when the draft clearly stated that it was not complete and needed extra weeks to resolve billing issues?

Clearly someone mischievously added the 13 bound volumes of billing documents to the list of sourced documents, thereby indicating that they had all been investigated. This simply confirms that my arbitration was not conducted lawfully, a fact that is supported by a TIO document noting that the TIO was afraid to investigate my arbitration concerns in case it would *'open a can of worms'*.

Two versions are attached of the index to the DMR & Lanes arbitration technical report. Both versions are dated 30<sup>th</sup> April 1995, thereby confirming that someone was prepared to deceive me (and probably Telstra also) into believing that all 13 volumes of billing claim documents were assessed. I have asked the TIO to compare these two versions of the technical report because, with the exception of the missing 13 volumes and reference to billing issues, they are otherwise word-for-word.

*Handwritten signature and initials*  
JC/34839

In a letter dated 15<sup>th</sup> November 1995, from the TIO-appointed arbitration project managers, Ferrier Hodgson Corporate Advisory (FHCA), to Mr Pinnock, FHCA admitted that the arbitration technical consultants never assessed ANY of the billing claim documents I submitted to my arbitration. Still, on 17<sup>th</sup> March 1998, Mr Anthony Hodgson, Chairman of FHCA, wrote to ASIC stating categorically that ALL the documents I submitted had been addressed. Mr Hodgson's letter was also copied on to Mr Pinnock – who, as noted above, had already been notified (in November 1995) that none of my billing claim documents had been addressed.

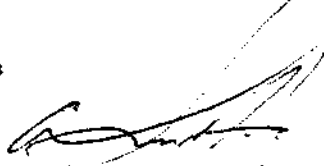
Again and again, my evidence proves that my billing claim documents were not assessed at all.

This Statutory Declaration has been prepared as further testament to my contention that neither John Pinnock or his office, or Telstra, can be included as a party to any independent Casualties of Telstra Assessment process. I believe the Minister, the Hon Senator Helen Coonan, should investigate my claims regarding both the illegal tampering with arbitration evidence that is described in the attached letter to Mr Bryant, dated 23<sup>rd</sup> February 2006, and DMR & Lanes, particularly as DMR & Lanes were the TIO-appointed technical consultants to all the COT arbitrations – the same arbitrations that are under review now.

I am aware of the seriousness of these allegations.

3 Signature of person making the declaration

3



4 Place  
5 Day  
6 Month and year

Declared at <sup>4</sup> Portland on <sup>5</sup> 23 of <sup>6</sup> February 2006

Before me,

7 Signature of person before whom the declaration is made (see over)

7



8 Full name, qualification and address of person before whom the declaration is made (in printed letters)

8 Joanne Maree O'KEEFE  
Constable of Police  
Portland Police Station.  
Portland 3305.

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

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# DOCUMENTS REVIEWED

- Smith Diaries - 1990
- Smith Diaries - 19921/1993
- RFP Schedule 15
- RFP Schedule 2, No 3(a) - Bank Statements
- Information relating to RFP Schedules 1 and 2
- Smith advertising/promotional material
- RFP Schedule 2, No 7 - quotes for re-advertising
- RFP Schedule 2, No 18
- RFP Schedule 2, No 15 - Tea Rooms
- RFP Schedule 4, Section 111
- Bank Statements
- RFP Schedule 2, No 21 - Travel Costs
- RFP Schedule 2, No 19 - Advertisements and Invoices
- FOI Material - 19 December 1994
- Smith Reply - Additional Information
- Smith Reply - Bell Canada International Inc
- Smith Reply - TF200 - Smiths Summary
- Smith Reply - Appendix C - Additional Evidence of Incorrect Monitoring
- Smith Reply - Samples of FOI Telecom documents - known AXE Faults  
Phone Problems

THIS AXE FAULT  
CLAIM DOCUMENT  
DOES NOT SHOW  
AS BEING ASSESSED  
BY LANES OR DMIR  
IN THEIR LIST OF  
DOCUMENT  
ASSESSED

- Smith Reply - George Close & Associates Report 20/1/95
- Smith Reply - DM Ryan Corporate Report 23/1/95
- Smith Reply - DM Ryan Corporate Report 23/1/95
- Smith Reply - Main Document
- Camping Association of Victoria
  - Prices and Occupancy Survey
  - Trends and Marketing Survey
  - Understanding School Needs
- Documentation from the Glenelg Shire
- Documentation from Bureau of Tourism Research
- Documentation - Regional Profile - Great Ocean Road
- Australia Bureau of Statistics - Tourist Accommodation March 1988 -  
September 1994

Date of Survey  
February 1991  
February 1992  
December 1992  
December 1993  
December 1994  
May 1993  
February 1994

604

A56132

PTO

29-MAY-95 MON 10:25 AMH CARMS &amp; ASSOC.

61 7 27 344

P.02

Dwyer, Kevin

From: Dwyer, Kevin  
 To: Gamble, Peter  
 Cc: Humpich, Alan  
 Subject: RE: Software query  
 Date: Thursday, 24 February 1994 11:07AM

Peter,

You are quite correct in your thought that the anecdotal reference applies more to AXE than ARE-11. 'Lockups' are generally well-known as a problem in AXE exchanges, not only in Australia but in overseas countries as well. A number of upgrades have included software which would reduce the incidence of lockups.

There is nothing to add to my previous notes on ARE-11 exchanges concerning claims of 'incompatibility' problems.

Regarding the problems in AXE :

In the NASM database ( which has a record of faults reported from AXE exchanges, dating from 1958 when it was introduced, although it was not in widespread use till 1992/3) there are 105 reports of Lockups affecting customers. Two of these reports refer to PBX services, but there are no reports referring specifically to 'Commander' services.

The TR database (Trouble Report system controlled by TNE to monitor problems reported, passed to Ericsson, and fixed by Ericsson) which was used prior to NASM for all records of faults does show lockups on AXE equipment which would have affected customers and PBX functions, but does not provide any realistic count of problem occurrences. It does not record any lockups specifically related to 'Commander' systems.

As a general comment, if the first line was locked up and calls allowed to flow on to the other lines, then no calls would be lost until all lines were busy, so I fail to see how an estimate that 'call loss could be up to 15%' could be made or repeated with any degree of integrity.

There is also another NSIS database which would contain records of AXE faults which I have not checked yet but which I believe has records of large numbers of lockup instances affecting individual customers lines. I am reluctant to initiate a search of the NSIS database at present as the faults recorded therein would have no bearing on the CoT services in question, unless the fault occurred on their individual line.

Kevin,

From: Gamble, Peter  
 To: Humpich, Alan; Dwyer, Kevin  
 Cc: Wagland, Fran  
 Subject: Software query  
 Date: Thursday, 17 February 1994 7:04PM

Fran, I am not sure where Alan is - please pass to him if he is on the 24th floor.

Kevin, Alan

Kevin, I did not use your comments on software (COMPATBL) at this time as they didn't seem relevant to the additional information that Austel have provided. John MacMahon writes as follows:

"I have references to Ericssons having considered a lock up fault which was occurring where the first line would be locked out and this would allow calls to flow to the other lines. It was said to arise through the

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A13980

29-MAY-95 MON 10:23 AMN GARMS & ASSOC.

61 7 2798341

Incompatibility of exchange software and Telecom's equipment. Ericssons apparently provided a solution and advised that particular Commander systems were most vulnerable. Ericssons are said to have suggested that call loss could be up to 15%.

Any thoughts on this new line ? It sounds a bit like AXE rather than ARE to me !

Petar.

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A13981

HON. MICHAEL LEE

MINISTER FOR COMMUNICATION + THE ARTS.

Dear Sir,

I am writing to express my concern at the health problems being experienced by members of Casualties of Telecom (C.O.T.)

As you are no doubt aware the Arbitration Procedure (which I cannot discuss due to confidentiality reasons) has dragged on for over 18 months.

Due to the constant delays in regard to Freedom of Information (FOI) requests (reasons currently under review by John Wynack, the Commonwealth Ombudsman) extra pressures due to stress and escalating costs in putting the claim together have taken their toll.

Currently many members of COT are suffering major health problems - one member a heart attack followed by surgery, one stroke victim, one husband now an agoraphobic, another on the verge of a nervous breakdown also with suspected cardio-vascular problems - and whole families are suffering as a result.

Alan Smith, from the Cape Bridgewater Holiday Camp (with whom I have a relationship) actually collapsed at his business while a school group was at the premises on Wednesday 17th May 1993. As he was showing all the signs of a heart attack I had to call an ambulance (another

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expense). After 3 days in hospital and exhaustive tests, doctors diagnosed angina brought on by severe stress and to reduce the risk of heart attack Alan is now on medication (more expenses).

I find it very hard to accept that the man I first met on a professional basis early in 1992 - a fun, caring, confident, happy person in spite of his problems - is now a shadow of his former self. He is exhausted, irritable, has trouble socializing, is withdrawn and if put under any pressure becomes breathless and suffers heart palpitations. He is currently unable to run his business.

The merit of the man reveals a person who was the founding member of COT. A person who has worked hard to prove that he did have a phone problem detrimental to his business. Over the past 3 years he has single handedly managed to keep his business operating as well as put a claim together to prove his allegations were correct. Most people would have given up.

I moved to Portland in early 1993 to manage the Holiday Camp as Alan was finding it difficult to run the business and put in the 12-14 hours a day necessary to finalize his claim.

During this time I too have been under a lot of pressure trying to run this business and support Alan both mentally



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and physically while he has had to be totally focussed on the Arbitration Procedure while at the same time being pressured by creditors for outstanding accounts as well as watching the costs involved with the claim increase daily due to ongoing delays and late arrival of FOI.

Due to the costs involved in trying to hold this business together over the past few years and the HUGE costs involved in proving his claim, Alan now has to sell his business in order to survive even with the settlement awarded.

All families of COT members are trying to cope with similar situations and it is sad to see children being affected by living in stressful situations. Marriages and relationships are being stretched to the limit. Some have not survived, some may not survive.

It's time that some action is taken to alleviate the suffering.

What are you as Minister and the government you represent going to do before a COT member dies as a result of the stress associated with this process. I am sure that if that scenario occurred the media would have a field day.

Yours sincerely

B. Ezard.

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CATHY EZARD.



4/

Copies of this letter also being sent  
to

Graham Schorer, Spokesperson for COT

David Hawker MHR, Member for Wamon

Letter written by

CATHY EZARD

CAPE BRIDGEWATER HOLIDAY CAMP

RMB 4408

PORTLAND 3303

PHONE (055) 267 267

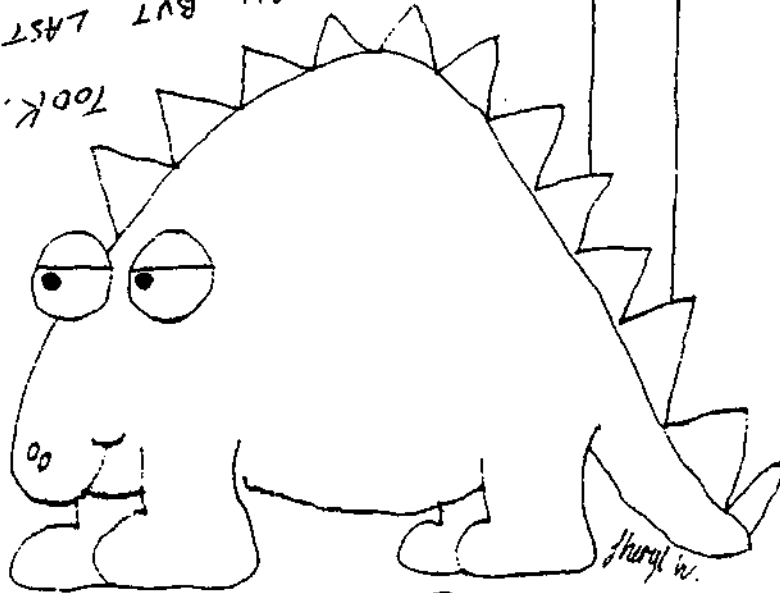
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# TEST FAX

(STORED IN FAX STREAM ?)

RECEIVING FAX. MACHINE SILENT FOR APPROX 2 MIN! THEN DISCONNECTED, THEN SENDING PARTY FAX WITHIN 1 MIN. ALL BUT LAST 12" RECEIVED TOOK. 3-11 min. TO RECEIVE THIS FAX



STOP APPROX HERE.

056 2672301# 1

03 6400897-

:28-10-99 :12:31PM :

No 011

7

ENT BY:0



Smith has provided examples in his claim where schools and groups have shared the accommodation of CBHC at the same time.

DM Ryan and DTT have deducted only certain Sundays from their calculations for available bed nights which equates to the camp being occupied for 89% of the days in the year.

FHCA have calculated the average night occupancy of CBHC from the sources of information provided by Smith:

Period Ending	Night Occupancy %
30.6.88	15.2%
30.6.89	29.9%
30.6.90	33.2%
30.6.91	23.8%
30.6.92	28.8%
30.6.93	27.1%
30.6.94	35.3%

The percentage of night occupancy that FHCA believe reasonable is 48% and this is based upon available CAV surveys.

#### 1.6 Average Bed Rate

DTT have adopted the average bed rate as stated in the DM Ryan report (except for utilising the 1993 rate for 1994). FHCA have recalculated this rate based on the trading results of CBHC provided by Smith as follows:

Period Ending	Average Bed Rate \$
30.6.88	13.90
30.6.89	16.97
30.6.90	13.82
30.6.91	18.08
30.6.92	21.55
30.6.93	18.77
30.6.94	15.41

These actual average bed rates have been used in our calculations.

L69466

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Smith has provided numerous examples where large groups have attended CBHC to support the rationale for increasing bed numbers to 166. An analysis of the information provided by Smith in fact shows that the average size of groups is still substantially less than 100 and there is insufficient information to suggest that Smith would have been successful in getting a large number of groups in excess of 100 people to Cape Bridgewater.

From the information provided, FHCA consider that Smith may not have been able to attract large fully catered groups in sufficient quantity to pay for the funding of the additional facilities.

### 3.0 Three Hour Travel Distance

DTT state that the School Needs survey found that schools generally preferred to travel less than three hours to camp sites. As CBHC was more than three hours from the main metropolitan area of Melbourne, its target market (schools, as assumed by DTT) was reduced accordingly. DTT believe that this reduced market continues to effect CBHC's profitability. DTT calculated the percentage of Victorian schools within three hours of Portland to be as follows:

	% of Victorian Schools	Schools
Government	15.7%	304
Independent	15.0%	<u>102</u>
		<u>406</u>

FHCA believe the School Needs survey (as quoted by DTT) provides limited information. The survey was sent out to 2,651 Victorian primary and secondary schools and only 10% were returned. There are obvious limitations in utilising a survey when only 10% of those surveyed respond. Details of the schools that replied to the survey are as follows:

	% of Victorian Schools
State Schools	74%
Church Schools	20%
Private Schools	6%

↙  
 An analysis of the clientele of CBHC shows that only 53% were in fact schools. Further, the clientele of CBHC from 1988 to 1994 shows that there are a considerable number of attendees that have travelled more than three hours. FHCA also note that DTT's analysis of schools within three hours excludes those schools from South Australia and particularly schools close to the South Australian/Victorian border, which means that the potential market for CBHC is in fact bigger than the number of Victorian schools mentioned above.

L69460

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The Arbitrator has specifically requested that in making any calculations we provide a range of figures to act as a guide only, to assist him in his determinations and calculations. FHCA appreciates that the Arbitrator may well have his own reasons for making a determination outside the ranges outlined in this report.

At the request of the Arbitrator, we have calculated the mid point between the amount claimed by Smith and that calculated by Telecom. This is to provide a guide only to the Arbitrator and does not represent FHCA's recommendations.

Having concluded our review, we estimate that the losses suffered by Smith to be in the following range:

	Low \$	Medium \$	High \$	Mid Point Smith-Telecom \$
Loss of profits - occupancy	27,051	98,632	177,490	863,400
Loss of interest on profits - occupancy	8,796	25,181	43,797	--
Loss of profits - rates	64,432	74,128	84,915	--
Loss of interest on rates	9,146	10,420	11,902	--
Loss of Restaurant/team room revenue	--	--	--	--
Additional cost of acquiring facilities	--	--	--	--
Loss of capital value in the business	43,000	81,000	123,000	238,226
Interest and borrowing costs	--	--	--	--
Loss of capital gains on assets sold	--	--	--	--
Capital costs of a new telephone system	--	--	--	--
Advertising costs	--	--	--	--
Damage for personal injury and suffering	NB1	NB1	NB1	--
Claim for preparation costs	NB1	NB1	NB1	--
Total	\$152,425	\$289,361	\$441,104	\$1,101,626

NOTES

NB 1: FHCA is unable to comment on this part of the claim.

L69455

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Seal Cove Guest House  
1703 Bridgewater Road  
Portland 3305  
Phone: 03 55 267 170

30<sup>th</sup> June 2009

The Hon Michael Kirby AC CMG  
Institute of Arbitrators and Mediators Australia  
PO Box 13064  
Law Courts  
Melbourne 8010

Dear Sir,

Fifteen years is indeed a very long time and I understand why you would therefore ask me to explain why I am contacting you after so long. In fact, I first raised this issue with the Institute in January 1996, when I received evidence showing that the arbitrator, Dr Hughes, had deliberately conspired with the TIO to provide the Institute with false information. I raised this matter again in 2002 when I was told that the Victorian Police Major Fraud Group was investigating Telstra, but the Institute declined to get involved on this occasion because those investigations were linked to Dr Hughes and my arbitration.

The attached letter dated 21<sup>st</sup> June 2009 confirms that Dr Hughes conspired with others to remove important clauses from the Casualties of Telstra arbitration agreement after our legal advisors (William Hunt, Solicitor; and Mr Alan Goldberg QC, now a Federal Court Judge) had assessed the original version on our behalf. The removal of these clauses meant that the arbitration resource unit and the Special Counsel appointed by the TIO to assist with my arbitration would both be exonerated from any legal suit that might arise as a result of the arbitration process.

On 3<sup>rd</sup> October 2008 I appeared before Mr G D Friedman, Senior Member of the Administrative Appeals Tribunal (AAT) regarding an FOI matter directly related to the ongoing telephone facsimile problems which were not investigated during my arbitration. I raised the secret alterations that Dr Hughes had allowed to the arbitration agreement in the Statement of Facts and Contentions I submitted to the AAT and Mr Friedman noted, in his closing statement: *"Let me just say, I don't consider you, personally, to be frivolous or vexatious – far from it. I suppose all that remains for me to say, Mr Smith, is that you obviously are very tenacious and persistent in pursuing the – not this matter before me, but the whole question of what you see as a grave injustice, and I can only applaud people who have persistence and determination to see things through when they believe it's important enough"*. This statement is important because, over the years, there have been many people with a vested interest in suppressing my evidence, who have branded my allegations as frivolous and me as a vexatious litigant.

I am writing to you now because the letter dated 21<sup>st</sup> June 2009, which I posted to Dr Hughes last week (attached), has just been returned to me by Australia Post, unopened, and I hope that, once you have the information including it and looked at the exhibits on the included CD, you will make sure that Dr Hughes receives a copy. As you will see, my letter suggests that, when Dr Hughes became involved in the secret alterations to my arbitration agreement, he also directly disadvantaged me as the claimant.

Since 2004, a well-respected and high-ranking ex-Victoria Police Officer, who is well-known within the Melbourne legal fraternity as a professional legal witness and legal investigator, has been helping me to compile evidence in support of the information in both the attached letter to Dr Hughes and evidence that Telstra knew the telephone problems that had brought me to arbitration in the first place were still affecting my service, even as Dr Hughes was deliberating on my arbitration. Dr Hughes and Telstra seem

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to have failed to understand that the arbitration process failed me in a number of ways, not the least being the continuation of the phone problems long after the end of my arbitration. This was not only caused by Telstra concealing their knowledge that the problems had not been fixed, it was exacerbated by Dr Hughes when he refused to provide extra time for the arbitration technical resource unit to finish their investigations into my matters (see page 3, Dr Hughes' 21<sup>st</sup> June letter. What was the point to the arbitration process if it wasn't going to investigate *all* of my submitted claims documents or fix the ongoing telephone facsimile problems?

*Exhibit 9-b* in the attached CD disks shows on page 37 of the official DMR & Lane technical arbitration report at point 3 notes: *About 200 fault reports were made over December 1992 to October 1994. Specific assessment of these reports other than where covered above, has not been attempted.* It is confirmed from point 2.23 at page 37, that DMR & Lane assessed only 23 of fault report claim documents submitted by me for from the aforementioned dates. In other words, (23) into (200) equates that only 11% of my official registered complain claim material was ever assessed. My claim period as mentioned in Dr Hughes' Award went from April 1988 to 1994, so no official fault material submitted by me before December 1992 (four years) was assessed. I have compiled evidence showing that I alerted Telstra 35 times during my arbitration that my prone and facsimile problems still affecting my business. However, DMR & Lane only investigated just one of these ongoing problems.

Dr Hughes and the Resource Unit are probably not aware that, between June 1995 and December 2001, my partner and I wrote more than six hundred letters in our continuing attempt to get the telephone problems fixed and the arbitration process officially declared to be the failure it was, and still no-one would investigate the matter. In the end, worn down and worn out, we sold our business. Within eight months of taking over, the new owner (Darren Lewis) was diagnosed with stress, hospitalised, and on the same merry-go-round of letter-writing to Telstra and our local Member of Parliament (the Hon David Hawker). Telstra finally rewired the business when they discovered that the wiring installed by Telstra in 1991 was installed incorrectly. In January 2003 the TIO wrote to Telstra, noting that Mr Lewis's incoming calls had more than doubled, but Mr Lewis was still experiencing intermittent problems with is phone line.

In 2004, Mr & Mrs Lewis sought legal advice to see if they could sue me for deliberately misleading them into believing the phone problems had been fixed before they took over the business. I then provided the Lewis's legal advisors with copies of letters I had previously written to the Australian Federal Police (in 2003) reminding the AFP that, while I had misled Mr & Mrs Lewis, I had also previously told the AFP that I believed Telstra were deliberately ignoring the problems with my phone because I had forced them to arbitration, and that I was sure that Telstra would fix the problems once the new owners moved. That convinced the Lewis's legal advisors that this would not be the right road to go down.

The work carried out on the phone lines by Telstra after the Lewises took over did improve the situation somewhat, but not enough to bring the system up to even an average level of service, resulting in the Lewises suffering years of heartache and, finally, they have given up. They are now bankrupt and the business is about to be registered as a mortgagee sale. A copy of Darren Lewis's Statutory Declaration of 4<sup>th</sup> September 2006 is attached. It details the telephone faults he inherited when he purchased my business.

On page 3 of the attached letter to Dr Hughes I have referred to a Mr John Rundell, who was part of the resource unit that assisted Dr Hughes during my arbitration. The comments relating to Mr Rundell, which is attached to my letter to Dr Hughes, see *Exhibit 7* explains that, in a letter dated 15<sup>th</sup> November 1995 to the TIO, Mr John Pinnock, Mr Rundell incorrectly claimed that I did not raise my claims regarding billing issues until late in April 1995, which he said was too late for them to be assessed. Pages 91 to 94 from the transcripts of an oral arbitration hearing held on 11<sup>th</sup> October 1994 show however that I had actually raised these important billing issues in my letter of claim on 15<sup>th</sup> June 1994, 10 months before Mr Rundell

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claimed I had raised them. At that meeting Dr Hughes is recorded as commenting, in relation to my billing faults evidence: "I don't think we need any further examples. I accept that" and, since Mr Rundell also attended that meeting, he was therefore well aware that I had raised the billing matters in plenty of time for them to be assessed.

Mr Rundell's letter to Mr Pinnock on 15<sup>th</sup> November 1995 also claimed that the technical resource unit did NOT leave the billing issues 'open', but *Exhibit 9-d* in the attached CD proves that they were left 'open'. If Mr Rundell had actually told Mr Pinnock the full truth in his November 1995 letter, then Mr Pinnock could have arranged a proper investigation into why the billing faults had been left 'open', un addressed.

*Exhibit 9-b* in the attached CD confirms at point 2.23 of the formal DMR & Lane Resource Technical Report it is noted: "Continued reports of 008 faults up to the present. As the level of disruption to overall CBHC (Cape Bridgewater Holiday Camp) is not clear, and fault causes have not been diagnosed, a reasonable expectation is that these faults would remain "open".

Is this John Rundell the same John Rundell who is currently the treasurer of the Victorian chapter of the IAMA I wonder? If they are one and the same, then page 3 and Exhibit 7 of my letter to Dr Hughes should be of some interest to you: it seems that Mr Rundell may have deliberately misled Mr Pinnock after my arbitration and, if he did, he contributed to the phone problems at my business continuing for so long after my arbitration. On page 3, in the attached Dr Hughes document, it is noted that John Rundell wrote to Warwick Smith (TIO) on 18<sup>th</sup> April 1995 noting: "Any technical report prepared in draft by Lanes will be signed off and appear on the letterhead of DMR Inc". This statement shows Mr Rundell was quite comfortable in hiding from the claimants who really drafted the technical findings. Did this act of deception have anything to do with Ferrier Hodgson Corporate Advisory being exonerated from legal liability?

I am not asking for your help or support regarding the fiasco of my arbitration because that matter will be addressed in a different forum, hopefully late this year or early next year – but I am asking if you would please make sure that Dr Hughes reads the attached information that he previously refused to open and, if it is the same Mr Rundell who is now with the IAMA, that you instigate enquiries into his contribution to the failure of my arbitration.

Thank you,



Alan Smith

Copies to:

The Hon Alan Henry Goldberg AO, Federal Court of Australia, Owen Dixon Commonwealth Law Courts Building, 3005 William Street Melbourne 3000, and other interested parties.

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AUSTRALIAN TELECOMMUNICATIONS AUTHORITY

92/0596(9)

22 April 1994

ATTACHMENT H.

Mr Alan Smith  
RMB 4408  
Cape Bridgewater  
PORTLAND 3306

Dear Mr Smith

**FACSIMILE TRANSMISSION FROM CAPE BRIDGEWATER**

As requested by you today in our telephone conversation, I have enclosed three sheets of paper which were received this morning in our Records Management area on AUSTEL's facsimile number 03 820 3021. An AUSTEL Records Management staff member stated that these sheets possibly arrived around a time when you were attempting to send a facsimile to AUSTEL. This staff member also assured me that the Records Management area received no facsimile from the Cape Bridgewater Holiday Camp this morning. The journal transaction for AUSTEL's facsimile 03 820 3021, however, identifies 3 transmissions from your facsimile number 055 267 230 at 10:12, 10:14 and 10:17.

As I informed you in our conversation today, and as can be demonstrated by the sheets of paper themselves, they cannot be positively linked to your facsimile transmissions to AUSTEL. I have also enclosed a copy of the journal from AUSTEL's facsimile machine which was printed at 12.23 pm, this being the time I investigated the matter of your missing facsimile transmission.

Yours sincerely

Bruce Matthews  
Consumer Protection

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# AUSTEL JOURNAL

JOURNAL

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AUSTEL

( 22 APR '94 12123 )

DATE	START TIME	REMOTE TERMINAL IDENTIFICATION	MODE	TIME	RESULTS	TOTAL PAGES	DEPT. CODE	FILE NO.
21 APR	17:46	CC [REDACTED]	G3ESR	00'49"	OK	01		
	18:17	DYNAMIC TECHNOLOGY	G3SR	01'49"	OK	03		
22 APR	07:02	CC [REDACTED]	G3ESR	00'37"	OK	01		
	08:32		G3SR	01'11"	OK	02		
	08:35		G3DR	01'51"	OK	02		
	09:13	CC [REDACTED]	G3ESRM	02'34"	OK	05		11-71
	09:18	TALKING TECHNOLOGY	G3ESR	00'53"	OK	02		
	09:29	CC [REDACTED]	G3SR	01'35"	OK	02		
	09:45	CC [REDACTED]	G3SR	01'26"	OK	01		
	09:47	CC [REDACTED]	G3SR	00'56"	OK	01		
	09:55	CC [REDACTED]	G3SR	00'57"	OK	01		
	10:01	CC [REDACTED]	G3SR	02'25"	OK	05		
	10:04	CC [REDACTED]	G3SR	03'09"	OK	06		
	10:12	✓ 055 267230	G3SR	01'40"	OK	01		
	10:14	✓ 055 267230	G3SR	02'13"	OK	01		
	10:17	055 267230	G3SR	02'22"	OK	01		
	10:26	CC [REDACTED]	G3SR	03'11"	OK	05		
	10:33	CC [REDACTED]	G3ESR	11'34"	OK	29		
	11:46	CC [REDACTED]	G3ESR	00'42"	OK	01		
	11:47	CC [REDACTED]	G3ESR	01'20"	OK	03		
	11:53	CC [REDACTED]	G3SR	00'48"	OK	01		
	11:54	CC [REDACTED]	G3SR	00'57"	OK	01		
	12:18	CC [REDACTED]	G3ESR	01'42"	OK	03		

K37981

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TX:006129 RX:045534

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