

# In the Matter of Trevor John Brown

**Case Number:** SCT/96  
**Date of Hearing:** 12 May 2005  
**Appearing Before:** Ms C C Endicott (Presiding Member)  
Mr P Mullins (Practitioner Member)  
Dr J Lamont (Lay Member)  
**In Attendance:** Mr J W Broadley (Clerk)  
**Penalty:** Struck Off and ordered to pay costs.

## Charges

1. As at 30 August 2002, the practitioner acted as a solicitor without having at the time, a practising certificate as required by section 38 of the Queensland Law Society Act 1952.

### Particulars

- 1.1 The solicitor was admitted to practise as a solicitor in Queensland having been admitted on 11 November 1996. As from 17 June 2002, the practitioner was employed at Direct Money Corporation Pty Ltd ("Direct Money"), Level 1, Suite 5, 445 Upper Edward Street, Spring Hill, Brisbane.
  - 1.2 Up to and including 30 June 2002, and during the course of his employment at Direct Money, the practitioner held an employee level practising certificate issued pursuant to section 39 of the Queensland Law Society Act 1952.
  - 1.3 As from 1 July 2002, the practitioner did not hold a practising certificate pursuant to section 38 of the Queensland Law Society Act 1952 as he was required by law to do.
  - 1.4 On 16 August 2002, and during the course of the practitioner's employment at Direct Money, the practitioner forwarded a facsimile letter to Mr Michael Horton at RMBH Lawyers at North Sydney stating that he was "the solicitor acting for Manus Michael Friel".
  - 1.5 On 30 August 2002, and, during the course of his employment at Direct Money, the practitioner provided a letter of recommendation stating, inter alia, that he acted "in the capacity of lawyer for the English-Friel family".
2. During a period commencing from December 2001 to September 2002, the practitioner signed as witness to various loan documents and transfer documents which were purported to have been executed by the owners of various properties but which had not been executed by the true owners of the properties, as the practitioner well knew. The practitioner thereby falsely represented to the Land and Property Information New South Wales that the relevant transfer documents had been executed by the true owners.

### Particulars

- 2.1 In the matter of Michael Anthony Maher and Rosalie Ann Maher
  - (a) On 15 April 2002, the practitioner signed as witness to the purported signatures of Michael Anthony Maher and Rosalie Ann Maher in Brisbane in respect of each of the following documents:
    - Three forms of "Transfer" for three separate properties situated in New South Wales between Michael Anthony Maher and Rosalie Ann Maher as transferor in favour of B M Developments Pty Ltd as transferee;
    - Three "Declarations by Borrower" by Michael Anthony Maher and Rosalie Ann Maher for the three properties;
    - Three "Acknowledgments of Legal Advice by Proposed Borrower" by Michael Anthony Maher and Rosalie Ann Maher for the three properties;
    - Three "Deeds of Loan" between B M Developments Pty Ltd as mortgagee & Michael Anthony Maher and Rosalie Ann Maher as mortgagor in respect of the three properties for a total advance of \$400,000;
  - (b) Neither Michael Anthony Maher nor Rosalie Ann Maher was in Brisbane on 15 April 2002 and neither person has met the practitioner.
  - (c) The purported signatures of Michael Anthony Maher and Rosalie Ann Maher on each document listed above are not the true signatures of Michael Anthony Maher and Rosalie Ann Maher.
  - (d) Neither Michael Anthony Maher nor Rosalie Ann Maher has applied at any time to borrow any money from B M Developments Pty Ltd.
  - (e) At the settlement of each advance, the loan moneys were never received by Michael Anthony Maher or Rosalie Ann Maher but the moneys were subsequently disbursed to Direct Money Corporation Pty Ltd and/or its sole director, Jacqueline Stumer.
  - (f) At the time, the practitioner held a current employee level practising certificate and subsequently notified the Queensland Law Society that he had commenced employment at Direct Money Corporation Pty Ltd on 17 June 2002.
- 2.2 In the matter of Kathleen May English
  - (a) On 24 April 2002, the practitioner signed as witness to the purported signature of Kathleen May English in Brisbane in respect of each of the following documents:
    - Form of "Transfer" for a property situated in New South Wales between Kathleen May English as transferor in favour of Peter Famularo as transferee;
    - "Declaration by Borrower" by Kathleen May English;

- "Acknowledgment of Legal Advice by Proposed Borrower" by Kathleen May English;
  - "Deed of Loan" between Peter Famularo as mortgagee and Kathleen May English as mortgagor for an advance of \$200,000;
  - "Application for New Certificate of Title" by Kathleen May English;
  - "Statutory declaration" by Kathleen May English.
- (b) Kathleen May English was not in Brisbane on 24 April 2002 and she has never met the practitioner.
- (c) The purported signature of Kathleen May English on each document listed above is not the true signature of Kathleen May English.
- (d) Kathleen May English did not apply at any time to borrow any money from Peter Famularo.
- (e) At the settlement of the advance, the loan moneys were never received by Kathleen May English but the moneys were subsequently disbursed to Direct Money Corporation Pty Ltd and/or its sole director, Jacqueline Stumer.
- (f) At the time, the practitioner held a current employee level practising certificate and subsequently notified the Queensland Law Society that he had commenced employment at Direct Money Corporation Pty Ltd on 17 June 2002.

### 2.3 In the matter of Philip James English

- (a) On 9 April 2002, the practitioner signed as witness to the purported signature of Philip James English in Brisbane in respect of each of the following documents:
- Form of "Transfer" for a property situated in New South Wales between Philip James English as transferor in favour of B M Developments Pty Ltd as transferee;
  - "Declaration by Borrower" by Philip James English;
  - "Acknowledgment of Legal Advice by Proposed Borrower" by Philip James English;
  - "Deed of Loan" between B M Developments Pty Ltd as mortgagee and Philip James English as mortgagor for an advance of \$200,000;
- (b) Philip James English was not in Brisbane on 9 April 2002 and has never met the practitioner.
- (c) The purported signature of Philip James English on each document listed above is not the true signature of Philip James English.
- (d) Philip James English did not apply at any time to borrow any money from B M Developments Pty Ltd.
- (e) At the settlement of the advance, the loan moneys were never received by Philip James English but the moneys were subsequently disbursed to Direct Money Corporation Pty Ltd and/or its sole director, Jacqueline Stumer.
- (f) At the time, the practitioner held a current employee level practising certificate and subsequently notified the Queensland Law Society that he had commenced employment at Direct Money Corporation Pty Ltd on 17 June 2002.

### 2.4 In the matter of Francis Reginald English and Elizabeth English

- (a) On 9 April 2002, the practitioner signed as witness to the purported signatures of Francis Reginald English and Elizabeth English in Brisbane in respect of each of the following documents:
- Form of "Transfer" for a property situated in New South Wales between Francis Reginald English and Elizabeth English as transferor in favour of B M Developments Pty Ltd as transferee;
  - "Declaration by Borrower" executed by Francis Reginald English and Elizabeth English;
  - "Acknowledgment of Legal Advice by Proposed Borrower" by Francis Reginald English and Elizabeth English;
  - "Deed of Loan" between B M Developments Pty Ltd as mortgagee & Francis Reginald English and Elizabeth English as mortgagor for an advance of \$200,000
- (b) Neither Francis Reginald English nor Elizabeth English was in Brisbane on 9 April 2002 and neither person has met the practitioner.
- (c) The purported signatures of Francis Reginald English and Elizabeth English on each document listed above are not the true signatures of Francis Reginald English and Elizabeth English.
- (d) Neither Francis Reginald English nor Elizabeth English has applied at any time to borrow any money from B M Developments Pty Ltd.
- (e) At the settlement of the advance, the loan moneys were never received by Francis Reginald English and Elizabeth English but the moneys were subsequently disbursed to Direct Money Corporation Pty Ltd and/or its sole director, Jacqueline Stumer.
- (f) At the time, the practitioner held a current employee level practising certificate and subsequently notified the Queensland Law Society that he had commenced employment at Direct Money Corporation Pty Ltd on 17 June 2002.

### 2.5 In the matter of Edward Joseph Dore and Brenda Anne Dore

- (a) On 1 May 2002, the practitioner signed as witness to the purported signatures of Edward Joseph Dore and Brenda Anne Dore in Brisbane in respect of each of the following documents:
- Form of "Transfer" for a property situated in New South Wales between Edward Joseph Dore and Brenda Anne Dore as transferor in favour of Narelle Pinto as transferee;
  - "Declaration by Borrower" by Edward Joseph Dore and Brenda Anne Dore;
  - "Acknowledgment of Legal Advice by Proposed Borrower" by Edward Joseph Dore and Brenda Anne Dore;
  - "Deed of Loan" between Narelle Pinto as mortgagee & Edward Joseph Dore and Brenda Anne Dore as mortgagor for an advance of \$200,000

- (b) Neither Edward Joseph Dore nor Brenda Anne Dore was in Brisbane on 1 May 2002 and neither person has met the practitioner.
- (c) The purported signatures of Edward Joseph Dore and Brenda Anne Dore on each document listed above are not the true signatures of Edward Joseph Dore and Brenda Anne Dore.
- (d) Neither Edward Joseph Dore nor Brenda Anne Dore has applied at any time to borrow any money from Narelle Pinto.
- (e) At the settlement of the advance, the loan moneys were never received by Edward Joseph Dore and Brenda Anne Dore but the moneys were subsequently disbursed to Direct Money Corporation Pty Ltd and/or its sole director, Jacqueline Stumer.
- (f) At the time, the practitioner held a current employee level practising certificate and subsequently notified the Queensland Law Society that he had commenced employment at Direct Money Corporation Pty Ltd on 17 June 2002.

## 2.6 In the matter of Manus Michael Francis Friel and Kevin Patrick Martin Friel

- (a) During a period commencing from December 2001 to September 2002, the practitioner signed as witness to the purported signatures of Manus Michael Francis Friel and Kevin Patrick Martin Friel in Brisbane on numerous loan and title documents. The documents related to twelve separate loans, totalling approximately \$8,600,000 and the advances were purported to be secured against some ten different properties registered in the names of either Manus Michael Francis Friel and/or Kevin Patrick Martin Friel jointly or severally.
- (b) In December 2001 the practitioner prepared certain documentation (Consent Caveats, Applications for new Certificate of Title and Statutory Declarations) on behalf of Manus Michael Francis Friel and Kevin Patrick Martin Friel and the practitioner signed as witness to the purported signatures of Manus Michael Francis Friel and Kevin Patrick Martin Friel on those documents. The practitioner forwarded the documents to the New South Wales Land and Property Information for the purpose of obtaining new certificates of title to various properties.
- (c) Neither Manus Michael Francis Friel nor Kevin Patrick Martin Friel was in Brisbane during this period and neither person has met the practitioner.
- (d) The purported signatures of Manus Michael Francis Friel and Kevin Patrick Martin Friel on each document witnessed by the practitioner are not the true signatures of Manus Michael Francis Friel and Kevin Patrick Martin Friel.
- (e) Neither Manus Michael Francis Friel nor Kevin Patrick Martin Friel has applied at any time to borrow any money from the various lenders referred to in the documentation.
- (f) At the settlement of each advance, the loan moneys were never received by Manus Michael Francis Friel and Kevin Patrick Martin Friel but the moneys were subsequently disbursed to Direct Money Corporation Pty Ltd and/or its sole director, Jacqueline Stumer;
- (g) At the time, the practitioner held a current employee level practising certificate and was employed at Irish Hughes & Bentley, Solicitors.

## Appearances

- (a) For the Council of the Queensland Law Society Incorporated:  
Mr I R Foote, Solicitor of the Queensland Law Society Incorporated
- (b) For the Practitioner:  
no appearance

## Findings and Orders

1. The Tribunal gave leave to amend the amended Notice of charge as follows:-
  - (a) in Charge No. 2 in the first paragraph by deleting "May 2002" and inserting "September 2002".
  - (b) in Charge No. 2.6 paragraph (a) by deleting "March 2001" and inserting "September 2002".
2. The Tribunal finds the facts set out in Charge 1 have been proved and the Tribunal finds the Practitioner guilty of Charge 1.
3. The Tribunal finds the facts set out in Charge 2 have been proved and the Tribunal finds the Practitioner guilty of Charge 2.
4. The Tribunal finds the Practitioner is guilty of professional misconduct.
5. The Tribunal orders that the Practitioner be struck from the Roll of Solicitors of the Supreme Court of Queensland.
6. The Tribunal further orders that the Practitioner pay the costs of the Queensland Law Society Incorporated and the costs of the Clerk and the recorder of and incidental to this application including any reserved costs.

## Reasons

The practitioner has been charged on two counts, namely as at 30 August, 2002 he acted as a solicitor without having at the time a practising certificate and that the practitioner falsely represented to the Land Titles Office in New South Wales that certain documents had been executed by owners of property.

The Tribunal heard evidence that the practitioner was admitted as a solicitor on 11 November, 1996. He had a practising certificate at various times between April 1997 and June 2002. He applied for a practising certificate for the 2002/2003 year but his application was declined by the Queensland Law Society, so as at 1 July, 2002 the practitioner did not have a current practising certificate.

Evidence was produced to the Tribunal that the practitioner, in a course of dealings when employed by Direct Money Corporation, held himself out as a practising solicitor at a time the Tribunal is satisfied that the practitioner did not have a practising certificate and knew that that was the case.

In the agreed statement of facts, the practitioner admits that as at 30 August, 2002 he held himself out as a solicitor when he did not have a practising certificate.

The Tribunal finds that the facts contained in charge 1 have been proven and the Tribunal finds that the practitioner is guilty of charge 1.

As to charge 2, the Society produced evidence that the practitioner attested as witness to a series of documents designed to be used to obtain money from investors and to be lodged in the Lands Titles Office of New South Wales.

The practitioner has admitted in the agreed statement of facts that he put his signature to these documents. By doing so, he represented that the various persons had signed the documents in his presence. The practitioner admits that this was not the case in all of the instances cited in the agreed statements of facts and the charge.

The Tribunal finds that the practitioner was a party to a fraudulent scheme conducted over a period of time.

The practitioner has pleaded guilty in a New South Wales Court to 94 counts of fraud arising from the transactions referred to in the statement of agreed facts and in the charge.

The Tribunal finds that the facts set out in support of charge 2 have been proved and finds that the practitioner has been guilty of making the false representations as alleged in charge 2 and finds charge 2 proven.

On the basis of these findings, the Tribunal finds that the practitioner has been guilty of professional misconduct.

In view of the lengthy course of fraudulent conduct by the practitioner and the amounts involved in that fraudulent conduct, the Tribunal does not consider that any penalty other than the most severe should be imposed in this case.

The Tribunal is supported in this view by authorities provided to it by the Queensland Law Society during its submissions.

The Tribunal finds that the conduct proven against the practitioner demonstrates that he is not a fit and proper person to practise as a solicitor. For the protection of the public, this Tribunal is not prepared to permit the practitioner to continue to practise or to be held out as a solicitor.

The Tribunal orders that the practitioner be struck from the Roll of Solicitors.

The Tribunal orders that the practitioner pay the costs of the Queensland Law Society Inc and the costs of the clerk and the recorder of and incidental to this application including any reserved costs.