

\$1Mill+ FRAUD- *St Johns College* & University of Queensland

keywords: fraud of most vulnerable students; criminal fraud; fraud; fraud in tort; **class action** for fraud in tort; money by deception; University of Queensland; Anglican Church, Brisbane Diocese of Anglican Church of Australia; resulting anti-social conduct; partnership law; unincorporated association; St Johns College; asbestos ridden hovel; security; safety; all partners jointly and severally liable for total damages; Warden Morgan, admitted liar and “ethics” fraud;

Multi-million dollar CLASS ACTION damages claim of The University of Queensland [UQ] likely.

All parties from The University of Queensland [UQ] and the Brisbane Diocese of the Anglican Church of Australia knowingly involved in this fraud are crooks. Below, we discuss these aspects of knowledge by key players. It can only be assumed that the Chancellor of UQ, Sir Llew Edwards, is unaware of the fraud and criminal aspects. He is a Medical Doctor, not a lawyer. At ACLJ, we believe this fraud should end immediately. Douglas Porter, pictured, is the Registrar of UQ. See the evidence below where Porter has admitted that he and the Vice-Chancellor cannot be trusted; see proof page 11. Chancellor Prof. John Hay, cannot be trusted.



Illustration 1: Registrar of The University of Queensland [UQ], in his office, displaying his approach to work. He has admitted that he and the Vice-Chancellor cannot be trusted; see proof page 11.

The fraud has numerous implications: poor vulnerable students being defrauded and having their educational opportunities severely compromised, [read below how they are crammed into the hovel], plus, as those students feel helpless at being ripped off, and thrown off campus, their anti-social behaviour has a major adverse impact on the neighbours. [Read more below on that aspect too.]

The most vulnerable students are chosen by Rev. Canon Prof. Dr John Morgan, [Morgan], the "Warden" of St Johns College [SJC] to be defrauded, as they can be more easily manipulated by Morgan. These are seen as the ones with the fewest alternatives and unable to resist the fraud.



Illustration 2: The public face of St Johns College [SJC]; most attractive.

The fraud arises when students are removed from their accommodation in the salubrious and secure brick SJC on campus, and allocated to an asbestos ridden derelict rabbit warren hovel [ardrwh][alt: hovel] off campus.



Illustration 3: Asbestos ridden derelict rabbit warren hovel off campus to rip-off SJC "residents" once they have paid six months in advance; all six called "overflow".

This means the "rental value" of the hovel is increased FOURFOLD. Simply, it would cost far more to provide the accommodation for which the students are paying, in brick buildings ON CAMPUS. This arrangement is a matter of money and greed. It is FRAUD.

Apart from the financial aspects of the fraud, there is also a very important reduction in safety for those already vulnerable students. St Johns College, being on campus, is far more secure as it is patrolled regularly by UQ Security staff and subject to constant closed circuit video surveillance, monitored by those same security staff. The asbestos ridden hovel, on the other hand does not have any particular security measures. Parents of residents of the hovel, have advised the editor that they are most displeased about their offspring being

defrauded, and being far less secure but seem to content themselves with the assurance given them by Morgan that it will be for only a short period, and is only a “crisis measure” as the college is experiencing an “overflow”. The duration extends and the defrauded residents become increasingly despondent and act even more anti-socially towards neighbours. Morgan then organizes to buy the neighbour's property. Such has just occurred in February, 2007. The neighbour had had enough of not being able to sleep for students playing loud hi-jinks at 2am. That neighbour complained to our Editor in Chief. Morgan is the stealth behind these frauds.



Illustration 4: Photo showing loose cladding as there is nothing substantial beneath to which cladding can be secured.

Vocal students and students with options are not chosen by the "warden". St Johns College has an excess number of application for residence so there is a constant supply of mug students to be ripped off. They are given promises that it is only temporary. SJC has named the hovel as "Barrett House" to give the SJC argument some plausibility.

SJC has stated in court documents that the hovel is for "overflow" from SJC. ACLJ asks, "is there no-one at SJC who can count?" Maybe the ACLJ should explain to SJC that they should allow one student per room. They can then accept the same

number of student as the number of rooms they have. Maybe SJC should employ a person who can prove they can count. The question remains: How do they happen to have more student residents than rooms available.



Illustration 5: Photo showing rotten and deformed timber of asbestos ridden derelict hovel.

Our Editor in Chief, [EC] has known Sir Llew Edwards since 1974 when Sir Llew was the then Queensland State Member for Ipswich. Recently, Sir Llew has chatted with our EC on the St Lucia Campus [SLC] of UQ about our EC's academic career. Sir Llew has had an

illustrious career.

We will formally advise Sir Llew of the criminal fraud of vulnerable university students, being committed by the SJC partnership of UQ and and that both the Anglican Church [BDAC] and UQ are jointly and

severally liable for the full extent of the fraud amounting to more than \$1 million [to just the vulnerable students], for the 15 or more years that it has been happening. {see below the legal imperative that SJC is a partnership of UQ and BDAC.} UQ is also totally liable for the nuisance and damages to the neighbours of the hovel. We shall advise Sir Llew by an OPEN LETTER and by an alert email, alerting Sir Llew to the existence of the OPEN LETTER on our website. We will send multiple copies of our ALERT EMAIL to Sir Llew, to numerous addresses including to his family Company RT Edwards and Sons Pty Ltd, where he is Chairman, with responsibilities under the Corporations Law. As his actions may have a bearing on his conduct as that chairman, all RT Edwards staff will know they would be remiss to not ensure he received that ALERT EMAIL.

We would expect Sir Llew, as a responsible company officer, to immediately implement measures to end the criminal fraud, and we should expect Sir Llew to advise us accordingly.



*Illustration 6:
Vice-
Chancellor
John Hay:
picked by UQ
Senate, as he
favours form
over
substance.*

Action by Sir Llew through UQ will involve his convincing the Senate of UQ to act. The majority of UQ Senate [UQS] are stooges of the Queensland Labor Government. That greatly determines the culture of UQS. There is much corruption in Queensland. This extends into the UQS. The Vice-Chancellor Prof. John Hay [Hay], was specially selected by UQS. See below how Porter has really dumped Hay in a quagmire of corruption; admitting that Hay was prepared to renege on a UQ promise that was in fact a contract as consideration was provided for the promise.

Were the fraud to continue, [and the ACLJ discusses below the reason there will be pressure for it to continue], we believe that would be unfortunate for Sir Llew, as it would mean his illustrious career could end in ignominy.

The ARWRWH/hovel is under the control of a Rev. Canon Prof. Dr John Morgan, [Morgan], the Warden of St Johns College [SJC] a Residential College on the St Lucia Campus [SLC] of The University of Queensland [UQ], for the BDAC. SJC is an unincorporated partnership between UQ and BDAC. That house is used as a FRAUD on students, by SJC, with both partners, UQ and BDAC being fully responsible, and liable.



Illustration 7: Rev. Canon Prof. Dr John Morgan attempting to hide behind toilet rolls to avoid being photographed.

It is a three bedroom house used to accommodate students who had applied for and been accepted to reside, on the campus of UQ, at SJC a residential college of UQ, and paying the accommodation fee as if they were in SJC on campus. In fact, they pay six months in advance and then six of them [now it will be 12] are told they are being relegated to the off-campus hovels. Their most unsavory and unsatisfactory living arrangements are forced upon them by Morgan. One student is living and trying to study in the carport, another living and trying to study in the lounge room and yet another living and trying to study in the dining room with one in each of the three bedrooms. It is an understatement to say the six “residents” are less than ecstatic. They are enraged and targeting all their neighbours, especially their disabled neighbour. Morgan is

using this to increase the attacks upon him by BCC and the trustee. That is the cause of much more aggravation of, and abuse towards, the disabled beneficiary resident in the adjoining house.

The Details that SJC **IS** a partnership of UQ & BDAC

On 5th July, 1056, UQ transferred the land on which the SJC buildings stand to the Corporation of the Synod of the Diocese of Brisbane [that is BDAC] for a nominal 10 shillings, subject to a Nomination of Trustee, which referenced such “encumbrances, liens and Interests ... hereon” which referenced the concurrent 'Schedule of Trusts'. For completeness, we display this evidence.

The Certificate of Title:

Reference to Previous		Folio	
2741	51		

QUEENSLAND.

No. 636298

Register Book, Vol. 3056 Folio 38

THE CORPORATION OF THE SYNOD OF THE DIOCESE OF BRISBANE

As Trustee

of Trustees B519263 produced the twenty fifth day of October 1957, registered the fifth day of December 1957 is now seized of an Estate in Fee-simple, subject nevertheless to such encumbrances, liens, and interests as are by memorandum notified hereon, in All that piece of Land situated in the County of Stanley Parish of Indooroopilly City of Brisbane containing Six acres one rood thirty three perches and six tenths of a perch

The Nomination of trustees referenced in that Certificate of Title is:

26 JUL 1967

NOMINATION OF TRUSTEES

THE UNIVERSITY OF QUEENSLAND being registered as the Proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed hereon in all that piece of land situated in the County of Stanley Parish of Indooroopilly City of Brisbane containing six acres one rood and thirtythree perches and six tenths of a perch be the same a little more or less being subdivisions 38, 39, 61 to 66, 80 to 89, 98 to 109 and resubdivision 4 of subdivisions 37, 40 to 44, 58 to 60, 67, 79, 90 to 92, 96, 97 and 110 of portion 18 and of subdivision 2 of portion 17 and of portion 250 as shown on plan catalogue No. 85432 and being part of the land contained in Certificate of Title No. 553061 Volume 2741 Folio 51 IN CONSIDERATION of the sum of ten shillings paid to it by THE CORPORATION OF THE SYNOD OF THE DIOCESE OF BRISBANE the receipt of which sum is hereby acknowledged DOTH HEREBY TRANSFER all its estate and interest in the said land above-described to the said The Corporation of the Synod of the Diocese of Brisbane as trustee of the same under the provisions of the Real Property Act of 1861.

IN WITNESS WHEREOF the Common Seal of The University of Queensland hath been hereunto affixed this fifth day of July 1956.

The Schedule of Trusts referenced is:

SCHEDULE OF TRUSTS

It is agreed that the above described land (hereinafter called "the said land") shall be held by the abovenamed trustees (hereinafter called "the Corporation") upon the trusts following that is to say IN TRUST to use the said land solely for the purposes of the institution known as St. John's College, which by Chapter XXXI of the Statutes of The University of Queensland (hereinafter called "the University") is associated with the University as a University College, and for purposes incidental thereto, but subject to the following trusts and conditions:-

- (a) The buildings and works described in the Schedule hereunder shall be completed within the periods respectively set opposite the same.
- (b) All buildings and works (including additions made thereto from time to time) shall be erected in such position and according to such designs plans sections and elevations and be of such materials and construction as shall be approved by the Senate of the University (hereinafter called "the Senate").
- (c) All designs and plans shall include provision for the proper drainage of the said land and the buildings to be erected thereon.
- (d) The cost of constructing and maintaining drainage and fencing serving the said land and the buildings thereon and the lands and buildings of the University shall be borne by the University and the Corporation in such equitable proportions as the Senate may determine.
- (e) The Corporation shall conduct the said St. John's College in accordance with the provisions of the constitution of the said St. John's College as now set forth in the second Schedule to Chapter XXXIV of the Statutes of the University or as amended with the consent of the Senate.
- (f) The Corporation shall not without the prior approval of the Governor in Council and the Senate mortgage encumber or demise the said land or any part thereof but may with such approval mortgage encumber or demise the same upon such terms and conditions as may be approved by the Governor in Council and the Senate.
- (g) In case the trusts and conditions hereinbefore declared shall not be duly carried out or observed by the Corporation or in case the provisions contained in Chapter XXXIV of the Statutes

of the University as now enacted or as amended with the consent of the Corporation which are to be observed by the Corporation are not observed by the Corporation then in such case the said trusts shall, upon resolution of the Senate to that effect (but not otherwise), become void cease and determine, and the Corporation shall thereupon, subject to any existing mortgage or encumbrance or lease executed or given pursuant to the conditions herein declared, hold the said land in trust for the University and its successors and shall, on being required so to do by the Senate, transfer convey and assure the said land together with all buildings erections and improvements thereon and all and singular the trust premises so that the same shall, subject to any mortgage or encumbrance or lease as aforesaid, become vested in the University and its successors forever PROVIDED without affecting the discretion of the Senate to refrain in any case from enforcing a forfeiture for breach of trust or condition -

- (i) That in no case shall any such resolution be effective unless notice of the breaches of trust or condition relied on shall have been given to the Corporation and a reasonable opportunity shall have been given to the Corporation to show cause why such resolution should not be made;
- (ii) That where the breaches of trust or condition relied on are such that they can be made good by the Corporation no such resolution shall be effective unless the Corporation, having been required by the Senate to make them good, has not within a reasonable time done so;
- (iii) That where the breaches of trust or condition relied on are such that they cannot be made good by the Corporation no such resolution shall be effective if the Corporation satisfied the Senate or any Court having

jurisdiction in the matter that such breaches were committed inadvertently or that there are grounds on which it may fairly be excused for such breaches and that such breaches will not in future substantially affect the power of the Corporation to carry out the purpose for which the land was conveyed to it and to comply with the trusts and conditions hereinbefore set forth, and if within a reasonable time it makes reasonable compensation to the University for any damage caused to the University by such breaches.

THE SCHEDULE

Description of buildings and works	Period within which to be completed
Two students blocks each accomodating 46 students	All these buildings and works should be completed by May 1956
One half of Great Hall	
Kitchen block	
Two thirds of staff quarters wing	

UQ has stated that "SJC is an unincorporated association". That is a partnership. We knew that, but UQ has admitted that also. UQ continues that SJC is operated by BDAC. The agreement between the partners is irrelevant to how the partnership interacts with the community. In fact, the operations of SJC are under the control of the SJC Council [SJCC] on which sits one member appointed by UQS.

UQ provided the land. There were discussions about leasehold at the time, but the Organizations behind the colleges, one of whom was SJC, wanted greater long-term certainty than with leasehold. Leasehold had a fixed term, but, with a lease, BDAC would not have been in partnership with UQ. The scheme adopted meant the term was unlimited, but for that benefit, BDAC sacrificed being the sole operator, who would have been

subject to only the terms of the lease. It became merely a partner. UQ has an ongoing involvement with SJC. Had a lease prevailed, that would have been a lease between BDAC and UQ. Rather than being an unincorporated association, SJC would have been a leasehold interest of the corporation that is the BDAC, and only BDAC. As one can see in the Schedule of Trusts [ST] herein, UQS has the final power on every, [if not, then, almost every], aspect of SJC. The day to day operations of SJC are supervised by the SJC Council [SJCC], one of whose members is appointed by UQS. UQS is representing the interests of UQ as a partner. The reader may be familiar with the concept of a “silent partner”. Partners do not need to have equal interests for the venture to be a partnership.

Clearly, by the Schedule of Trusts, UQS has power to act in the case of this major fraud. The necessary and sufficient breach of the ST, is that SJC is operating a fraud, being the asbestos ridden hovel. [Interestingly, the BDAC has this month, February, 2007, settled the purchase of a house adjoining the hovel. SJC staff are busily converting it to another rabbit warren so as to defraud more “overflow” “nominal residents of SJC”. The extending fraud is being condoned by SJCC and in turn, UQS.]

As this is fraud, both criminal fraud, gaining money by deception, and also the tort or civil wrong of fraud/misrepresentation are occurring. Because of the number of people who have been defrauded, a claim for compensation and punitive damages could be run as a CLASS ACTION. Both UQ and BDAC are jointly and severally liable. Any person adversely affected could have “two bites of the cherry” so to speak, claim against each individually, if they make a mistake on the first. Both parties should have sufficient funds or assets to meet the full claim.

The purpose of having the two hovels/rabbit warrens was/is greed by Morgan of cheating vulnerable students. If UQS are prepared to countenance this fraud, what other crimes and misdemeanours is UQS likely to condone. Although UQ may be permitting BDAC to retain all the accommodation charges paid by residents, that does not affect the fact that both UQ and BDAC are liable, as partners, for the total amount of the fraud and punitive damages. SJC is not philanthropy on the part of UQ. UQ wanted accommodation for students on Campus. UQ, in the form of the Queensland State Government, contributed 100,000 pound, in 1957/8 pounds equivalent to about 15 - 20 Million dollars in 2007.

It is submitted that Morgan, who is reputed to be a member of the BDAC's "Real Property Committee", wanted to purchases and convert these hovels to rabbit warrens, simply to rip-off students and make more money for BDAC. Morgan is a proven liar, cheat, and greedy bully. We have Morgan's ADMISSION OF LYING. No doubt he feels he can do this as he has "established" [or should we say "formed", since Morgan and Hay prefer form over substance], at St Johns College, the self-serving, Australian Institute of Ethics and the Professions [AIEP]. Morgan and two of his fellow administrators at SJC, by the mere stroke of a pen, were then possessed of the AIEP, and they appointed themselves as the three office bearers, Morgan as "Director". Such directorship is now prominent upon Morgan's CV.

Hay was attractive to the UQS as a prospective VC, as he valued form over substance. Clearly, the AIEP favours FORM without substance. In this vein, Morgan has been appointed as "Visiting Professor", Office of Public Policy and Ethics [OPPE], Institute for Molecular Bioscience [IMB], The University of Queensland. Just as with the Emperor's New Clothes, we are expected to believe that Morgan could not commit fraud, lie, cheat or bully because he is Director of AIEP and a Visiting Professor of Hay's ephemeral OPPE. AIEP and OPPE make people look busy and justifies Hay's organising more university buildings.

ACLJ and its editors are calling upon Sir Llew to have UQS terminate this fraud. As stated above, we are not prepared to deal with the Registrar, Porter, or the Vice-Chancellor John Hay. As the evidence of Porter's letter [immediately below], to our EC, Russell Mathews shows, both Porter and Hay cannot be trusted to honour a promise of the UQ. Accordingly it is pointless to deal with Porter or Hay.

That letter below as *Illustration 8*: poses the question: what did Porter expect to gain from that letter other than to shaft the VC, Hay?

Mr Russell Mathews
254 Hawken Drive
ST LUCIA QLD 4067

Dear *Russell*,

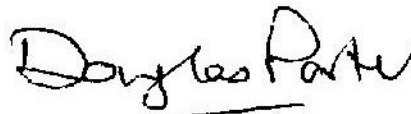
Legal report

You are quite correct that I told you I would provide you with a copy of legal advice we received.

Nevertheless, I must consider the wisdom of the University claiming legal privilege for the advice. On further reflection, and following discussion with the Vice-Chancellor in view of my earlier promise to you, I have decided I should not provide you with a copy of the lawyers' advice.

You will realise that implies that the University will be likely to decline to provide a copy under FOI should you seek it, on the basis of legal privilege.

Yours sincerely



Douglas Porter
Secretary and Registrar.

Illustration 8: Letter dated 20041215 from Porter evidencing that Porter and Hay are untrustworthy.

Obviously, that 'Legal report' was more sensitive than Porter originally thought it would be. It showed that our EC was correct regarding the legal situation existing between him and UQ and that UQ and Porter were wrong. Rather than have to admit they were in the wrong, and compensate our EC, Porter and Hay, for UQ, decided to abrogate the contract they had with our EC.

The implications of this cover-up are far greater than the original illegal conduct of UQ towards our EC. It is suggested that the VC would be most disgusted with Porter for disclosing that the VC was prepared to abrogate a promise and a contract of his University. We wonder how long Porter will last before the VC forces him out. The longer it take the weaker it makes the VC appear. Now that this disgusting conduct by John Hay is public, UQS is appearing more dithering and inept, the longer Hay remains VC.