

# SUPREME COURT OF QUEENSLAND

REGISTRY: Brisbane  
NUMBER : .....

Plaintiff: **Peter Markan**  
AND  
Defendant: **Natalie Barber - Director/Registrar**  
**State Penalties Enforcement Agency**  
(ABN13846673994)

## STATEMENT OF CLAIM

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

1. On about 7.04.2015 I received a letter from SPER being the **invitation to trade/take part in a commercial transaction**, as it proposed that I pay them an amount of money in exchange for some benefits.
2. I enthusiastically accepted their offer and I replied to them, with my letter from 23.03.2015, proposing **the 'Terms & Conditions' of our contract and I included my schedule of fees.**
3. Those terms were irrevocably accepted by the other party (SPER). Therefore I congratulated them, (and myself) in my letter from 24.04.2015, the formal creation of the contract which was legally and lawfully made on 06.04.2015 as per my proposal in the letter from 23.03.2015.
4. Therefore, legal situation is that as the result of the understanding between State Penalties Enforcement Agency and myself, where the parties have reached an agreement by virtue of their conduct, **the contract between parties has been lawfully and legally created on 06.04.2015.**
5. NO IF`S, NO BUT`S, NO MAYBE`S, NO EXCUSE`S.
6. As per the terms of the contract, particularly points 11, 16 and 17 of the contract, I sent them my Invoice for the amount of 13,600.00 – the letter from 11.05.2015.
7. Can you imagine the arrogance and the audacity of the other party ignoring legal and lawful correspondence (which they initiated) and not paying my invoice? My correspondence, in every case, was sent by registered mail and I obtained the confirmation from Australia Post that it has been delivered to the other party.
8. The contract, between myself and SPER, has been created in honest, fair and reasonable manner according to law and due process. It was done exercising my own forensic judgement consistently with applicable rules of conduct and my over-riding duty to the fairness and the justice.

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STATEMENT OF CLAIM

Filed on Behalf of the Plaintiff (s)

Form 16, Version 2

Uniform Civil Procedure Rules 1999

Rules 22, 146

Name: Peter Markan

Address:

Phone:

Email: justiceaction@queenslandinstitute.org

9. On 2 documented occasions (11.05.2015 and 09.06.2015) I reminded the Defendant about their legal obligations and I asked them in clear terms to pay the invoice. The Defendant stubbornly and arrogantly refused to fulfil their legal obligations and to pay the Invoice.
10. By the failure to pay the amount due to me without a legitimate excuse the Defendant committed the inexcusable offence of the Breach of Contract – they breached their legal obligation and the law resulting in the legal consequences of this claim.
11. There are no mitigating elements of unconscious conduct due to the lack of awareness – on the contrary ! – it is deliberate and premeditated action.
12. The Defendant has been involved in unlawful act indicating gross malice and ill will, in defiance of laws and crossing the red line beyond the range of acceptable human behaviour.
13. As the Plaintiff I am:
  - aggrieved and outraged,
  - I feel offended and vilified by such behaviour,
  - I objects to being exposed to such conduct,
  - my private rights and interests have been (or will be) adversely affected by the wrong done and
  - I make this claim relying on the provisions of law:
    - “Competition and Consumer Act 2010“ - Schedule 2-  
The Australian Consumer Laws - s 10-1, 18, 20, 21-4b

**As the plaintiff I am claiming the following relief:**

1. I am asking the court to order the Defendant to pay the original Invoice as presented to the Defendant and also including additional costs beared by me in pursuing that matter – totalling of A\$ 10 000 000.13  
(ten million Australian dollars and thirteen cents)
2. Due to the severity of the unlawful conduct I am demanding that the Defendant makes the public apology for the harm and the distress caused utilizing all major public media available in a clear and highly visible manner.
3. Due to cold and calculated criminal conduct and the unrepentant attitude by the Defendant I am requesting the Court to consider issuing the recommendation that the people associated with State Penalties Enforcement Agency to be sent to re-education facilities where they will be subjected to hard physical labour to instil in them the respect for other people in the community.
4. I am reserving the right to add to this claim the legal costs and others suffered in the course of pursuing this claim and the interest at the commercial rate.

**I am electing the trial by jury.**

Signed: .....

Description: *Plaintiff*

Dated: 22.06.2015

**NOTICE AS TO DEFENCE**

Your defence must be attached to your notice of intention to defend.

**NOTICE UNDER RULE 150(3)**

**The plaintiff claims:**

- \$ 10 000 000.13 (ten million Australian dollars and 13 cents)
- \$ 0 (provisional) for interest; and
- \$ 0 (provisional) for costs of issuing the claim and this statement of claim.

The proceeding ends if you pay those amounts before the time for filing your notice of intention to defend ends. If you are in default by not filing a notice of intention to defend within the time allowed, the plaintiff is entitled to claim additional costs of \$(reserved the right to calculate at a later date) costs of entering judgment in default.