

IN THE HIGH COURT  
AT AUCKLAND

CIV: 2012  
BETWEEN MATTHEW BLOMFIELD  
*Plaintiff*

A N D REBECCA BLATCHFORD as  
TRUSTEE FOR BLOMFIELD TRUST  
*Second plaintiff*

AND OFFICIAL ASSIGNEE  
*Defendant*

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AFFIDAVIT OF GRAHAM CHARLES HARE IN SUPPORT OF THE STATEMENT OF  
CLAIM

DATED: 28 MAY 2012

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Matthew Blomfield  
7 Rame Road  
Greenhithe  
AUCKLAND  
Email: [matt@blomfield.co.nz](mailto:matt@blomfield.co.nz)  
Mobile: 021 362 462

I, GRAHAM CHARLES HARE of Auckland Company Director hereby make oath and say that:

1. I am Director of Bell Jr Limited, at Auckland.
2. Bell Jr has engaged Blomfield Trust [BT] as Consultant on a contract for services since August 2011.
3. BT has provided Bell Jr with a copy of the consent of the Official Assignee [OA] for Matthew Blomfield [Matt], a bankrupt, to work for BT under that contract and as a consequence Bell Jr has utilised the services of Matt in accordance with that consent.
4. Matt advised Bell Jr on 25 May 2012 that he had received a Notice of Withdrawal of that consent from the OA dated 23 May 2012, filed herein by Matt, revoking its approval for Matt to work gainfully for BT.
5. As a result, on 25 May 2012, at his request made via Matt, I rang Mr Anthony Pullan, Senior Insolvency Officer, Insolvency & Trustee Service, Northern Business Centre, Ministry of Economic Development, whom Matt advised is managing his bankruptcy affairs.
6. Mr Pullan advised that Bell Jr could no longer utilise the services of Matt through its BT contract for services
7. I asked Mr Pullan to explain why.
8. Mr Pullan advised me that Matt's right to work for Blomfield Trust had been withdrawn as a result of information the OA had received. Receipt of this information had required the OA to investigate its veracity and, if true, it created concerns within his office that Matt's working in the commercial community may impose risk to that community. As an interim precaution the OA had decided to withdraw Matt's right to work for BT under a contract for services.
9. I asked Mr Pullan what the source of the information was.
10. He said it was the information about Matt which
  - (a) was posted on the blog site called "Whale Oil": and
  - (b) was supplied to the OA by other sources.
11. I asked Mr Pullan what the other sources of the information were.

12. He said the other information was being supplied by the same persons who were supplying Mr Cameron Slater of Whale Oil with its information about Matt. He added that he expected I would know from Matt who those persons were.
13. I asked Mr Pullan if he could supply me with the contact details of Warren Powell, John Price and Mark Spring.
14. He said he was not able to do this for Privacy Act reasons but he added that he didn't think they had changed their email addresses since those being used by them at the time of the emails which they have been supplying recently to the Whale Oil blog site.
15. I asked Mr Pullan if there had been any complaints or information supplied by any of the creditors who had filed proofs under Matt's bankruptcy. He said there were none and that they were all big commercial organizations, like banks. He added that he was unsure about a single "new" creditor. He did not elaborate as to who this was but I wondered how a creditor of a person who had be adjudged bankrupt some years ago could be filing a proof of debt after adjudication.
16. He asked me to email him with confirmation in writing as to the reason why Matt was selling a coffee cart on Trademe. He also sought details of any other assets Matt has sold on Trademe on behalf of Bell Jr.
17. I explained that Bell Jr engaged Blomfield Trust to attempt to sell its coffee cart. I explained that I assumed Blomfield Trust delegated the Bell Jr task to Matt, and, as he and his partner Rebecca have experience at selling items on trade me, BT had chosen the Trademe vehicle to assist in the sale. I was not aware that Bell Jr had engaged Matt to sell anything else but pointed out that I had only been a Director of Bell Jr this year.
18. When asked for a time frame for likely re-instatement of Matt's consent to work for BT, Mr Pullar advised me that "information is information" and as long as it keeps coming in, the OA will need to process it. He expected Matt would not be cleared again to work in the commercial community until the OA is satisfied as to the truth or otherwise of all that information. He said the workload at his office meant that Matt's case could not be afforded any priority and consequently, he could give me no estimate of time when Matt's right to work might be re-instated.

19. Finally, he re-iterated that Bell Jr is free to engage Matt as an "employee". I explained that Bell Jr did not want or need "employees" and the attendant P.A Y.E obligation, but, even if it did, given the actions of the OA in its withdrawal of his right to work for BT and the stated reasons therefore, employing Matt would be commercially risky and imprudent.

SWORN at Auckland this )

day of 2012 )

Before me: )

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**GRAHAM CHARLES HARE**

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A Solicitor of the High Court of New Zealand