

**IN THE DISTRICT COURT
MANUKAU REGISTRY**

CIV-2012-092-1969

UNDER: the Defamation Act 1992

BETWEEN: **MATTHEW JOHN BLOMFIELD**
Plaintiff

AND: **CAMERON JOHN SLATER**
Defendant

**REVISED STATEMENT OF DEFENCE
21 NOVEMBER 2012**

Next Event Date: 3 December 2012
Before: Judge C S Blackie



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Counsel: Nikki Pender

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The defendant by his solicitor refers to the plaintiff's statement of claim ("SOC") and says: –

1. He admits paragraph 1.
2. He admits paragraph 2.
3. He admits that he has in his possession copies of emails, databases and electronic files relating to the affairs of the plaintiff but otherwise denies paragraph 3; he says further that:
 - (a) The original portable hard drive is in the possession of the Official Assignee; and
 - (b) He had possession of a filing cabinet of physical files relating to the affairs of the plaintiff only for a short time before he transported them to the Serious Fraud Office at the request of a third party.
4. He denies paragraph 4.
5. He admits that on 3 May 2012 he wrote and published a story entitled "Who really ripped off Kidscan" on the website www.whaleoil.co.nz ("the website"), that the story is annexed to Schedule 1 of the SOC and that this story remains available to anyone with internet access.
 - (a) He admits publication of "statement 1".
 - I. He denies paragraph 5 (a) (I) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 5 (a) (II) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 5 (a) (III) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - IV. He denies paragraph 5 (a) (IV) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - (b) He admits publication of "statement 2".

- I. He denies paragraph 5 (b) (I) and says further that statement 2 does not convey nor it is capable of conveying the alleged meaning.
 - II. He denies paragraph 5 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 5 (b) (III) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - IV. He denies paragraph 5 (b) (IV) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
- (c) He admits publication of "statement 3".
- I. He denies paragraph 5 (c) (I) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 5 (c) (II) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 5 (c) (III) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
- (d) He admits publication of "statement 4".
- I. He denies paragraph 5 (d) (I) and says further that the alleged meaning of statement 4 is not defamatory.
 - II. He denies paragraph 5 (d) (II) and says further that statement 4 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 5 (d) (III) and says further that statement 4 does not convey nor is it capable of conveying the alleged meaning.
- (e) He admits publication of "statement 5".
- I. He denies paragraph 5 (e) (I) and says further that statement 5 does not convey nor is it capable of conveying the alleged meaning.
 - II. He admits that statement 5 is capable of conveying the alleged meaning but otherwise denies paragraph 5 (e) (II).

- III. He denies paragraph 5 (e) (III) and says further that statement 5 does not convey nor is it capable of conveying the alleged meaning.
 - IV. He admits that statement 5 is capable of conveying the alleged meaning but otherwise denies paragraph 5 (e) (IV).
 - V. He denies paragraph 5 (e) (V) and says further that statement 5 does not convey nor is it capable of conveying the alleged meaning.
- (f) He admits publication of "statement 6".
- I. He admits that statement 6 is capable of conveying the alleged meaning but otherwise denies paragraph 5 (f) (I).
 - II. He denies paragraph 5 (f) (II) and says further that statement 6 does not convey nor is it capable of conveying the alleged meaning.
 - III. He admits that statement 6 is capable of conveying the alleged meaning but otherwise denies paragraph 5 (f) (III).
- (g) He admits publication of "statement 7".
- I. He denies paragraph 5 (g) (I) and says further that statement 7 does not convey nor is it capable of conveying the alleged meaning.
 - II. He admits that statement 6 is capable of conveying the alleged meaning but otherwise denies paragraph 5 (g) (II).
 - III. He denies paragraph 5 (g) (III) and says further that statement 7 does not convey nor is it capable of conveying the alleged meaning.
- (h) He admits publication of "statement 8".
- I. He admits that statement 8 is capable of conveying the alleged meaning but otherwise denies paragraph 5 (h) (I).
 - II. He denies paragraph 5 (h) (II) and says further that statement 8 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 5 (h) (III) and says further that statement 8 does not convey nor is it capable of conveying the alleged meaning.

- (i) He admits publication of “statement 9”.
 - I. He admits that statement 9 is capable of conveying the alleged meaning but otherwise denies paragraph 5 (i) (I).
 - II. He admits that statement 9 is capable of conveying the alleged meaning but otherwise denies paragraph 5 (i) (II).
- (j) He admits publication of “statement 10”.
 - I. He denies paragraph 5 (j) (I) and says further that statement 10 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 5 (j) (II) and says further that statement 10 does not convey nor is it capable of conveying the alleged meaning.
- 6. The SOC has no paragraph 6.
- 7. He admits that on 3 May 2012 he wrote and published a story entitled “Knowing me, Knowing You – Matt Blomfield” on the website, that the story is annexed to Schedule 2 of the SOC and that this story remains available to anyone with internet access.
 - (a) He admits publication of the “statement 1”.
 - I. Assuming that the plaintiff means “unpredictable”, he admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 7 (a) (II).
 - II. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 7 (a) (II).
 - III. He denies paragraph 7 (a) (III) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - (b) He admits publication of “statement 3” (sic, should be 2).
 - I. He denies paragraph 7 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.

- II. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 7 (b) (II).
 - III. He denies paragraph 7 (b) (III) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
- (c) He admits publication of the "statement 3".
 - I. He denies paragraph 7 (c) (I) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
 - II. He admits that statement 3 is capable of conveying the alleged meaning but otherwise denies paragraph 7 (c) (II).
 - III. He denies paragraph 7 (c) (III) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
- 8. He admits that on 4 May 2012 he wrote and published a story entitled "Operation Kite" on the website, that the story is annexed to Schedule 3 of the SOC and that this story remains available to anyone with internet access.
 - (a) He admits publication of "statement 1".
 - I. He denies paragraph 8 (a) (I) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 8 (a) (II) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - III. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 8 (a) (III)
 - (b) He admits publication of "statement 2".
 - I. He denies paragraph 8 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - II. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 8 (b) (II).

- III. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 8 (b) (III).
 - IV. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 8 (b) (IV).
9. He admits that on 8 May 2012 he wrote and published a story entitled "Ghostwriting for Repeaters 101" on the website, that the story is annexed to Schedule 4 of the SOC and that this story remains available to anyone with internet access.
- (a) He admits publication of "statement 1".
 - I. He denies paragraph 9 (a) (I) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 9 (a) (II) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 9 (a) (III) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - (b) He admits publication of "statement 2".
 - I. He denies paragraph 9 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 9 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 9 (b) (III) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
10. He admits that on 14 May 2012 he wrote and published a story entitled "Blomfield Files: Free to a Good Home" on the website, that the story is annexed to Schedule 4 of the SOC and that this story remains available to anyone with internet access.
- (a) He admits publication of "statement 1".

- I. He denies paragraph 10 (a) (I) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 10 (a) (II) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - III. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 10 (a) (III).
- (b) He admits publication of "statement 2".
- I. He denies paragraph 10 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 10 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 10 (b) (III) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - IV. He denies paragraph 10 (b) (IV) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - V. He denies paragraph 10 (b) (V) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - VI. He denies paragraph 10 (b) (VI) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - VII. He denies paragraph 10 (b) (VII) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
- (c) He admits publication of "statement 3".
- I. He admits that statement 3 is capable of conveying the alleged meaning but otherwise denies paragraph 10 (c) (I).
 - II. He admits that statement 3 is capable of conveying the alleged meaning but otherwise denies paragraph 10 (c) (II).

- III. He admits that statement 3 is capable of conveying the alleged meaning but otherwise denies paragraph 10 (c) (III).
 - IV. He denies paragraph 10 (c) (IV) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
11. He admits that on 15 May 2012 he wrote and published a story entitled "The Blomfield Files: The Compromise" on the website, that the story is annexed to Schedule 6 of the SOC and that this story remains available to anyone with internet access.
- (a) He admits publication of "statement 1".
 - I. He denies paragraph 11 (a) (I) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 11 (a) (II) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - (b) He admits publication of "statement 2".
 - I. He denies paragraph 11 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 11 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - (c) He admits publication of "statement 3".
 - I. He denies paragraph 11 (c) (I) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 11 (c) (II) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 11 (c) (III) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
 - IV. He denies paragraph 11 (c) (IV) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.

- (d) He denies paragraph 11 (d) and says further that he did not personally publish "statement 3" (sic, should be 4) and that this statement has been removed from the website.
12. He admits that on 15 May 2012 he wrote and published a story entitled "The Blomfield Files: The Compromise, Ctd" on the website, that the story is annexed to Schedule 7 of the SOC and that this story remains available to anyone with internet access
- (a) He admits publication of "statement 1".
 - I. He denies paragraph 12 (a) (I) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 12 (a) (II) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - (b) He admits publication of "statement 2".
 - I. He denies paragraph 12 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 12 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 12 (b) (III) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - IV. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 12 (b) (IV) and says further that the alleged meaning is not defamatory to the plaintiff.
 - V. He denies paragraph 12 (b) (V) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - (c) He denies paragraph 12 (c) and says further that he did not personally publish "statement 3" and that this statement has been removed from the website.

13. He admits that on 16 May 2012 he wrote and published a story entitled “Blomfield Files: The Perfect Storm” on the website, that the story is annexed to Schedule 8 of the SOC and that this story remains available to anyone with internet access, but otherwise denies paragraph 13.
- (a) He admits publication of “statement 1”.
- I. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 13 (a) (I).
 - II. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 13 (a) (II).
 - III. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 13 (a) (III).
- (b) He admits publication of “statement 2”.
- I. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 13 (b) (I).
 - II. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 13 (b) (II).
 - III. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 13 (b) (III).
14. He admits that on 17 May 2012 he wrote and published a story entitled “Blomfield Files: The Perfect Storm, Ctd” on the website, that the story is annexed to Schedule 9 of the SOC and that this story remains available to anyone with internet access.
- (a) He admits publication of “statement 1”.
- I. He denies paragraph 14 (a) (I) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 14 (a) (II) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.

- III. He denies paragraph 14 (a) (III) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.
- IV. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 14 (a) (IV) and says further that the alleged meaning is not defamatory.
- V. He denies paragraph 14 (a) (V) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.

(b) He admits publication of "statement 2".

- I. He denies paragraph 14 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
- II. He denies paragraph 14 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
- III. He denies paragraph 14 (b) (III) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
- IV. He denies paragraph 14 (b) (IV) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
- V. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 14 (b) (V) and says further that the alleged meaning is not defamatory of the plaintiff.

15. He admits that on 18 May 2012 he wrote and published a story entitled "A Conversation with the Police" on the website, that the story is annexed to Schedule 10 of the SOC and that this story remains available to anyone with internet access.

(a) He admits publication of "statement 1".

- I. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 15 (a) (I).
- II. He denies paragraph 15 (a) (II) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.

(b) He admits publication of “statement 2”.

- I. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 15 (b) (I) and says further that the alleged meaning is not defamatory.
- II. He denies paragraph 15 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
- III. He denies paragraph 15 (b) (III) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.

(c) He admits publication of “statement 3”.

- I. He denies paragraph 15 (c) (I) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.
- II. He admits that statement 3 is capable of conveying the alleged meaning but otherwise denies paragraph 15 (c) (II).
- III. He denies paragraph 15 (c) (III) and says further that statement 3 does not convey nor is it capable of conveying the alleged meaning.

16. He admits that on 31 May 2012 he wrote and published a story entitled “Blomfield Files: Where is the Vengeance Money” on the website, that the story is annexed to Schedule 11 of the SOC and that this story remains available to anyone with internet access.

(a) He admits publication of the statements in “statement 1”.

- I. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 16 (a) (I) and says further that the alleged meaning is not defamatory of the plaintiff.

(b) He admits publication of “statement 2”.

- I. He denies paragraph 16 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.

- II. He denies paragraph 16 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - III. He denies paragraph 16 (b) (II) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - IV. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 16 (b) (IV).
 - V. He denies paragraph 16 (b) (V) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
17. He refers to paragraph 17 (a) on pages 16 - 17 of the SOC¹ and admits that on 6 June 2012 he wrote and published a story entitled "It's a Kind of Mattjik" on the website, that the story is annexed to Schedule 12 of the SOC and that this story remains available to anyone with internet access.
- (a) He admits publication of "statement 1".
- I. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 17 (a) (I).
 - II. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 17 (a) (II).
 - III. He admits that statement 1 is capable of conveying the alleged meaning but otherwise denies paragraph 17 (a) (III).
 - IV. He denies paragraph 17 (a) (IV) and says further that statement 1 does not convey nor is it capable of conveying the alleged meaning.

He refers to paragraph 17 (a) on page 17 of the SOC and admits that on 6 June 2012 he wrote and published a story entitled "The Blomfield Files, Ctd" on the website, that the story is annexed to Schedule 13 of the SOC and that this story remains available to anyone with internet access.

¹ Paragraph 17 appears twice in the SOC. The first begins on page 16, the later on the following page. This document refers to the paragraphs in that order.

- (a) He admits publication of “statement 1” but otherwise denies paragraph 17 (a) and says further that statement 1 has been subsequently amended to read “Operation Kite – Matt Blomfield used private investigators to uplift a cheque owned a company he held shares in. Without consent of the other shareholder, and using advice from Mike Alexander, Blomfield endorsed the cheque to one of his own companies and banked it. Matt Blomfield was pursued by a major bank and lost the case.”
- (b) He admits publication of “statement 2”.
 - I. He denies paragraph 17 (b) (I) and says further that statement 2 does not convey nor is it capable of conveying the alleged meaning.
 - II. He admits that statement 2 is capable of conveying the alleged meaning but otherwise denies paragraph 17 (b) (II).
- (c) He admits publication of “statement 3”.
 - I. He admits that statement 3 is capable of conveying the alleged meaning but otherwise denies paragraph 17 (c) (I).
 - II. He admits that statement 3 is capable of conveying the alleged meaning but otherwise denies paragraph 17 (c) (II).
 - III. He admits that statement 3 is capable of conveying the alleged meaning but otherwise denies paragraph 17 (c) (III).
- (d) He denies paragraph 17 (d) and says further that he did not personally publish “statement 4” and that this statement has been removed from the website.
- (e) He admits publication of “statement 5”.
 - I. He denies paragraph 17 (e) (I) and says further that statement 5 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 17 (e) (II) and says further that statement 5 does not convey nor is it capable of conveying the alleged meaning.

- III. He denies paragraph 17 (e) (III) and says further that statement 5 does not convey nor is it capable of conveying the alleged meaning.
 - IV. He denies paragraph 17 (e) (IV) and says further that statement 5 does not convey nor is it capable of conveying the alleged meaning.
 - V. He denies paragraph 17 (e) (V) and says further that statement 5 does not convey nor is it capable of conveying the alleged meaning.
 - (f) He admits publication of "statement 7".
 - I. He denies paragraph 17 (f) (I) and says further that statement 7 does not convey nor is it capable of conveying the alleged meaning.
 - II. He admits that statement 7 is capable of conveying the alleged meaning but otherwise denies paragraph 17 (f) (II).
 - (g) He admits publication of "statement 8".
 - I. He denies paragraph 17 (g) (III) and says further that statement 8 does not convey nor is it capable of conveying the alleged meaning.
 - II. He denies paragraph 17 (g) (IV) and says further that statement 8 does not convey nor is it capable of conveying the alleged meaning.
- 18. He denies paragraph 18.
- 19. He admits that the plaintiff has sought to have statements removed from the website but otherwise denies paragraph 19.
- 20. He admits having a telephone conversation with the plaintiff on 4 May 2012 but otherwise denies paragraph 20. He says further that he offered the plaintiff an opportunity to respond to the statements on the website but the plaintiff did not accept his offer.
- 21. He denies paragraph 21 and says further that no posts have appeared on the website since August 9 2012.
- 22. He denies paragraph 22.
- 23. He is not required to plead to paragraph 23.

- 24. He is not required to plead to paragraph 24.
- 25. He denies paragraph 25.

FIRST AFFIRMATIVE DEFENCE: TRUTH

Schedule 1: "Who really ripped off Kidscan?"

26. The defendant refers to the story in Schedule 1 to the SOC and says that to the extent that the statements in paragraph 5 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) On 21 July 2009 Warren Powell, a Director of Hell Revolution Limited which owns the Hell's Pizza franchise business ("Hell's Pizza"), entered into an arrangement between Hell's Pizza and a children's charity, KidsCan, relating to sponsorship of a Telethon fundraiser.
- (b) The plaintiff worked for Hell's Pizza and was given responsibility for managing Hell's Pizza's involvement of the Telethon fundraiser.
- (c) Without Mr Powell's knowledge, the plaintiff purported to commit Hell's Pizza to more sponsorship than had been agreed between Mr Powell and Kidscan on 21 July 2009.
- (d) The plaintiff mismanaged Hell's Pizza's involvement in the Telethon and Hell's Pizza received less value from the sponsorship than had been expected.
- (e) On 13 August 2009, Kidscan sought payment of sponsorship monies from Hell's Pizza.
- (f) On 13 August 2009 Mr Powell sent an email to Kidscan refusing the request.
- (g) Mr Powell's email was published in the media and resulted in a public perception that Hell's Pizza had "ripped off" a children's charity.
- (h) As a consequence of the negative publicity, Mr Powell was forced to resign as a director of Hell's Pizza.
- (i) The plaintiff subsequently claimed to have been responsible for Mr Powell's removal as a director.

- (j) The plaintiff has pretended to be Mr Powell and an owner of Hell's Pizza.

Particulars

- I. On 2 November 2006 the plaintiff responded to a customer who had complained about a Hell's Pizza advertising campaign by purporting to be Warren Powell and an owner of the business.
 - II. The plaintiff was not an owner of Hell's Pizza.
 - III. The plaintiff's response was abusive.
- (k) The plaintiff wrote or contributed to the writing of articles published by journalists that damaged the reputation of Hell's Pizza and Warren Powell.

Particulars

- I. The plaintiff was in regular communication with NBR, Sunday Star Times, and New Zealand Herald reporters between 2008 and 2010.
- II. The plaintiff gave details of confidential information concerning the Hell Pizza chain to journalists.
- III. The plaintiff assisted with the finalisation of an NBR article regarding a dispute between the Hell Pizza founders and the then owner.
- IV. The plaintiff forwarded to a journalist a draft summary of defence before the document had been filed with the Court or served on the other party and without the consent of a party to whom confidence was owed.

Schedule 2: "Knowing me, Knowing You – Matt Blomfield"

27. The defendant refers to the story in Schedule 2 to the SOC and says that to the extent that the statements in paragraph 7 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The plaintiff has threatened business associates to attain advantage or personal gain:

Particulars

- I. On 4 February 2005, the plaintiff threatened a business associate that unless a registered security was removed from a motor vehicle, he would be “coming to Whangarei to sort this out and it will not be pretty”.
- II. On or about 4 April 2008 the plaintiff was charged with assaulting a court bailiff for which he received police diversion.
- III. On 16 July 2008, the plaintiff threatened to exact revenge against a business associate with whom the plaintiff had a dispute.
- IV. On 15 August 2008 the plaintiff threatened to use his skills as a PR consultant to damage the reputation and financial interests of a party with whom he had a contractual dispute.
- V. On 5 November 2008, the plaintiff demanded money from a business associate by threatening to “unpack your life including your relationship with your wife” unless he received payment by a specified date.
- VI. On 24 February 2010, the plaintiff warned business associates with whom he had a dispute that he was “very unstable and unpredictable at present” and that he would be “coming after” them and their business interests.
- VII. On 24 August 2011 the plaintiff threatened a “PR mess” and to drive a business associate out of the country to prevent him talking about the plaintiff.
- VIII. On 24 July 2012 the plaintiff threatened a liquidator who was administering the liquidation of a number of the plaintiff’s failed businesses with personal harm and that harm would come to the liquidator’s daughter.

- (b) The plaintiff appears to get personal satisfaction from lying and misleading:

Particulars

- I. The plaintiff has pretended to be Warren Powell, and an owner of Hell's Pizza.
- II. The plaintiff has used image editing software to remove material clauses in sale and purchase agreements and to change the sale price.
- III. On 28 February 2010, the plaintiff forwarded an email trail between the plaintiff and the liquidator of a number of the plaintiff's failed businesses with the comment "Fucking with [the liquidator's initials] can be fun".

- (c) The plaintiff appears to have no regard for others:

Particulars

- I. The plaintiff has managed several businesses which have failed, owing significant amounts of money to creditors.
- II. The plaintiff displays no remorse nor take responsibility for his actions even when they have caused economic harm to others.

Schedule 3: "Operation Kite"

28. The defendant refers to the story in Schedule 3 to the SOC and says that to the extent that the statements in paragraph 8 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) In December 2008, the plaintiff was a co-director of Infrastructure NZ Limited ("Infrastructure NZ").
- (b) In December 2008 the plaintiff hired a private investigation firm to intercept a cheque from Waitakere City Council ("WCC") to Infrastructure NZ of approximately \$100,000 ("the cheque") without the

knowledge of his co-director, who also owned 50% of the shares of Infrastructure NZ.

- (c) The plaintiff endorsed the cheque to himself without the authorisation of the Company, or its other director.
- (d) The plaintiff banked the cheque with the ASB Bank ("ASB").
- (e) The ASB later reversed the cheque, and sought to recover the monies from the plaintiff.
- (f) The North Shore District Court awarded summary judgment to the ASB in March 2010.
- (g) At all material times, the plaintiff knew or ought to have known that he had no legal entitlement to the cheque or to its proceeds.

Schedule 4: "Ghostwriting for Repeaters 101"

29. The defendant refers to the story in Schedule 4 to the SOC and says that to the extent that the statements in paragraph 9 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The plaintiff was in regular communication with NBR, Sunday Star Times, and New Zealand Herald reporters between 2008 and 2010.
- (b) The plaintiff gave details of confidential information concerning the Hell's Pizza chain to journalists.
- (c) The plaintiff assisted with the finalisation of an NBR article regarding a dispute between the Hell's Pizza founders and the then owner.
- (d) The plaintiff forwarded to a journalist a draft summary of defence before the document had been filed with the Court or served on the other party and without the consent of a party to whom confidence was owed.

Schedule 5: “Blomfield Files: Free to a Good Home”

30. The defendant refers to the story in Schedule 5 to the SOC and says that to the extent that the statements in paragraph 10 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The plaintiff has been responsible for several business which have failed, causing significant economic harm to others.
- (b) The plaintiff’s hard drive stored a significant amount of illegal pirated movies.
- (c) The plaintiff’s hard drive stored a significant amount of pornography that appeared to have been created by the plaintiff.

Schedule 6: “The Blomfield Files: The Compromise”

31. The defendant refers to the story in Schedule 6 to the SOC and says that to the extent that the statements in paragraph 11 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The plaintiff represented the person appointed to be the creditors’ trustee as being independently appointed.
- (b) The creditor’s trustee was an associate of the plaintiff’s solicitor and was paid by the plaintiff.

Schedule 7: “The Blomfield Files: The Compromise, Ctd”

32. The defendant refers to the story in Schedule 7 to the SOC and says that to the extent that the statements in paragraph 12 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The plaintiff represented the person appointed to be the creditors’ trustee as being independently appointed.

- (b) The creditor's trustee was an associate of the plaintiff's solicitor, was paid by the plaintiff.

Schedule 8: "Blomfield Files: The Perfect Storm"

- 33. The defendant refers to the story in Schedule 8 to the SOC and says that to the extent that the statements in paragraph 13 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The plaintiff was managing director of several companies whose businesses failed and which are now in liquidation ("plaintiff's failed businesses").
- (b) A liquidator administering the plaintiff's failed businesses was unable to locate certain assets owned by the companies, including an Isuzu FX2 1400 truck and ZX50u excavator ("truck and digger").
- (c) The plaintiff held information about the location of the truck and digger but failed to cooperate with the liquidator or provide this information to him.
- (d) The defendant provided information from the plaintiff's files to the liquidator which led to the recovery of the missing truck and digger.

Schedule 9: "Blomfield Files: The Perfect Storm Ctd"

- 34. The defendant refers to the story in Schedule 9 to the SOC and says that to the extent that the statements in paragraph 14 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The plaintiff was managing director of several companies whose businesses failed and which are now in liquidation ("plaintiff's failed businesses").

- (b) A liquidator administering the plaintiff's failed businesses was unable to locate certain assets owned by the companies, including an Isuzu FX2 1400 truck and ZX50u excavator ("truck and digger").
- (c) The plaintiff held information about the location of the truck and digger but failed to cooperate with the liquidator or provide this information to him.
- (d) The defendant provided information from the plaintiff's files to the liquidator which led to the recovery of the missing truck and digger.

Schedule 10: "A Conversation with the Police"

35. The defendant refers to the story in Schedule 10 to the SOC and says that to the extent that the statements in paragraph 15 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The plaintiff shows a propensity for deception:

Particulars

- I. The plaintiff has misrepresented himself as Warren Powell and an owner of Hell's Pizza to third parties.
 - II. The plaintiff has used image editing software to remove material clauses in sale and purchase agreements and to change the sale price.
 - III. On 28 February 2010, the plaintiff forwarded an email trail between the plaintiff and the liquidator of a number of the plaintiff's failed businesses with the comment "Fucking with [the liquidator's initials] can be fun".
- (b) The plaintiff was managing director of several companies whose businesses failed and which are now in liquidation ("plaintiff's failed businesses").

- (c) A liquidator administering the plaintiff's failed businesses was unable to locate certain assets owned by the companies, including an Isuzu FX2 1400 truck and ZX50u excavator ("truck and digger").
- (d) The plaintiff was the last person to see the truck and digger before it was reported as stolen.
- (e) The plaintiff held information about the location of the truck and digger but failed to cooperate with the liquidator or provide this information to him.
- (f) The truck and digger was then sold to a bone fide purchaser by one of the plaintiff's former employees.
- (g) The purchaser had exchanged a Bayliner 6.8 metre with Volvo inboard/outboard boat for the truck and digger.
- (h) The defendant provided information from the plaintiff's files to the liquidator which led to the recovery of the missing truck and digger.

Schedule 11: "Blomfield Files: Where is the Vengeance Money"

36. The defendant refers to the story in Schedule 11 to the SOC and says that to the extent that the statements in paragraph 16 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) There is evidence that the plaintiff misapplied monies paid to a company, Vengeance Limited ("Vengeance").

Particulars

- I. In July 2009, despite being an undischarged bankrupt, the plaintiff was managing the operations and finances of Vengeance.
- II. Approximately \$160,000 was paid to Vengeance as part of a sponsorship arrangement between Hoyts cinemas and XXX Motorspot ("sponsorship funds").

III. Instead of paying the sponsorship funds to XXX Motorsport, the plaintiff used the funds to pay an outstanding debt owed by a company, Cinderella NZ Limited, in which the plaintiff held a financial interest.

- (b) Other Vengeance creditors or businesses were owed money by and were not paid by Vengeance.

Schedule 12: "It's a Kind of Mattjik"

37. The defendant refers to the story in Schedule 12 to the SOC and says that to the extent that the statements in paragraph 17 on pages 16 and 17 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) In 2007, the plaintiff was a director of Cinderella NZ Ltd ("Cinderella") and had control of Cinderella's finances.
- (b) Cinderella assigned a debt of \$172,914.23 owed by its client, TPF Limited ("debt") to factoring company, Scottish Pacific Debtor Finance ("Scottish Pacific").
- (c) On 5 October 2007 Cinderella received the sum of \$172,914.23 from TPF Limited, but did not pay this money to Scottish Pacific.
- (d) On 4 June 2008 Cinderella went into liquidation.
- (e) After Cinderella went into liquidation, the plaintiff made baseless accusations of dishonesty against Joseph Mansfield, a co-director of Cinderella, to the Police and the Official Assignee.
- (f) The plaintiff settled the debt with Scottish Pacific for \$190,000 and sought to recover \$95,000 from Joseph Mansfield.
- (g) As a consequence of the plaintiff's actions against him, Joseph Mansfield entered into voluntary bankruptcy.

Schedule 13: "Blomfield Files: Ctd"

38. The defendant refers to the story in Schedule 13 to the SOC and says that to the extent that the statements in paragraph 17 on page 17 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements are true in substance and in fact.

Particulars

- (a) The defendant repeats all relevant particulars under paragraphs 26-37.

SECOND AFFIRMATIVE DEFENCE: HONEST OPINION

Schedule 1: “Who really ripped off Kidscan?”

39. The defendant refers to the story in Schedule 1 to the SOC and says that to the extent that the statements in paragraph 5 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) On 21 July 2009 Warren Powell, a Director of Hell Revolution Limited which owns the Hell’s Pizza franchise business (“Hell’s Pizza”), entered into an arrangement between Hell’s Pizza and a children’s charity, KidsCan, relating to sponsorship of a Telethon fundraiser.
- (b) The plaintiff worked for Hell’s Pizza and was given responsibility for managing Hell’s Pizza’s involvement of the Telethon fundraiser.
- (c) Without Mr Powell’s knowledge, the plaintiff purported to commit Hell’s Pizza to more sponsorship than had been agreed between Mr Powell and Kidscan on 21 July 2009.
- (d) The plaintiff mismanaged Hell’s Pizza’s involvement in the Telethon and Hell’s Pizza received less value from the sponsorship than had been expected.
- (e) On 13 August 2009, Kidscan sought payment of sponsorship monies from Hell’s Pizza.
- (f) The plaintiff and another Hell’s Pizza director forwarded the Kidscan request to Mr Powell knowing that it was likely that he would respond to the request in an angry or aggressive manner.
- (g) On 13 August 2009 Mr Powell sent an email to Kidscan refusing the request.
- (h) Mr Powell’s email was published in the media and resulted in a public perception that Hell’s Pizza had “ripped off” a children’s charity.

- (i) As a consequence of the negative publicity, Mr Powell was forced to resign as a director of Hell's Pizza.
- (j) The plaintiff subsequently claimed to have been responsible for Mr Powell's removal as a director.
- (k) The plaintiff has pretended to be Mr Powell and an owner of Hell's Pizza.

Particulars

- I. On 2 November 2006 the plaintiff responded to a customer who had complained about a Hell's Pizza advertising campaign by purporting to be Warren Powell and an owner of the business.
- II. The plaintiff was not an owner of Hell's Pizza.
- III. The plaintiff's response was abusive.
- (l) The plaintiff wrote or contributed to the writing of articles published by journalists that damaged the reputation of Hell's Pizza and Warren Powell.

Particulars

- I. The plaintiff was in regular communication with NBR, Sunday Star Times, and New Zealand Herald reporters between 2008 and 2010.
- II. The plaintiff gave details of confidential information concerning the Hell Pizza chain to journalists.
- III. The plaintiff assisted with the finalisation of an NBR article regarding a dispute between the Hell Pizza founders and the then owner.
- IV. The plaintiff forwarded to a journalist a draft summary of defence before the document had been filed with the Court or served on the other party and without the consent of a party to whom confidence was owed.

Schedule 2: “Knowing me, Knowing You – Matt Blomfield”

40. The defendant refers to the story in Schedule 2 to the SOC and says that to the extent that the statements in paragraph 7 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The plaintiff has threatened business associates to attain advantage or personal gain:

Particulars

- I. On 4 February 2005, the plaintiff threatened a business associate that unless a registered security was removed from a motor vehicle, he would be “coming to Whangarei to sort this out and it will not be pretty”.
- II. On or about 4 April 2008 the plaintiff was charged with assaulting a court bailiff for which he received police diversion.
- III. On 16 July 2008, the plaintiff threatened to exact revenge against a business associate with whom the plaintiff had a dispute.
- IV. On 15 August 2008 the plaintiff threatened to use his skills as a PR consultant to damage the reputation and financial interests of a party with whom he had a contractual dispute.
- V. On 5 November 2008, the plaintiff demanded money from a business associate by threatening to “unpack your life including your relationship with your wife” unless he received payment by a specified date.
- VI. On 24 February 2010, the plaintiff warned business associates with whom he had a dispute that he was “very unstable and unpredictable at present” and that he would be “coming after” them and their business interests.
- VII. On 24 August 2011 the plaintiff threatened a “PR mess” and to drive a business associate out of the country to prevent him talking about the plaintiff.

VIII. On 24 July 2012 the plaintiff threatened a liquidator who was administering the liquidation of a number of the plaintiff's failed businesses with personal harm and that harm would come to the liquidator's daughter.

- (b) The plaintiff appears to get personal satisfaction from lying and misleading:

Particulars

- I. The plaintiff has pretended to be Warren Powell, and an owner of Hell's Pizza.
- II. The plaintiff has used image editing software to remove material clauses in sale and purchase agreements and to change the sale price.
- III. On 28 February 2010, the plaintiff forwarded an email trail between the plaintiff and the liquidator of a number of the plaintiff's failed businesses with the comment "Fucking with [the liquidator's initials] can be fun".

- (c) The plaintiff appears to have no regard for others:

Particulars

- I. The plaintiff has managed several businesses which have failed, owing significant amounts of money to creditors.
- II. The plaintiff displays no remorse nor take responsibility for his actions even when they have caused economic harm to others.

Schedule 3: "Operation Kite"

41. The defendant refers to the story in Schedule 3 to the SOC and says that to the extent that the statements in paragraph 8 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) In December 2008, the plaintiff was a co-director of Infrastructure NZ Limited ("Infrastructure NZ").

- (b) In December 2008 the plaintiff hired a private investigation firm to intercept a cheque from Waitakere City Council ("WCC") to Infrastructure NZ of approximately \$100,000 ("the cheque") without the knowledge of his co-director, who also owned 50% of the shares of Infrastructure NZ.
- (c) The plaintiff endorsed the cheque to himself without the authorisation of the Company, or its other director.
- (d) The plaintiff banked the cheque with the ASB Bank ("ASB").
- (e) The ASB later reversed the cheque, and sought to recover the monies from the plaintiff.
- (f) The North Shore District Court awarded summary judgment to the ASB in March 2010.
- (g) At all material times, the plaintiff knew or ought to have known that he had no legal entitlement to the cheque or to its proceeds.

Schedule 4: "Ghostwriting for Repeaters 101"

42. The defendant refers to the story in Schedule 4 to the SOC and says that to the extent that the statements in paragraph 9 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The plaintiff was in regular communication with NBR, Sunday Star Times, and New Zealand Herald reporters between 2008 and 2010.
- (b) The plaintiff gave details of confidential information concerning the Hell's Pizza chain to journalists.
- (c) The plaintiff assisted with the finalisation of an NBR article regarding a dispute between the Hell's Pizza founders and the then owner.
- (d) The plaintiff forwarded to a journalist a draft summary of defence before the document had been filed with the Court or served on the

other party and without the consent of a party to whom confidence was owed.

Schedule 5: “Blomfield Files: Free to a Good Home”

43. The defendant refers to the story in Schedule 5 to the SOC and says that to the extent that the statements in paragraph 10 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The plaintiff has been responsible for several business which have failed, causing significant economic harm to others.
- (b) The plaintiff’s hard drive stored a significant amount of illegal pirated movies.
- (c) The plaintiff’s hard drive stored a significant amount of pornography that appeared to have been created by the plaintiff.

Schedule 6: “The Blomfield Files: The Compromise”

44. The defendant refers to the story in Schedule 6 to the SOC and says that to the extent that the statements in paragraph 11 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The plaintiff represented the person appointed to be the creditors’ trustee as being independently appointed.
- (b) The creditor’s trustee was an associate of the plaintiff’s solicitor and was paid by the plaintiff.

Schedule 7: “The Blomfield Files: The Compromise, Ctd”

45. The defendant refers to the story in Schedule 7 to the SOC and says that to the extent that the statements in paragraph 12 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The plaintiff represented the person appointed to be the creditors' trustee as being independently appointed.
- (b) The creditor's trustee was an associate of the plaintiff's solicitor, was paid by the plaintiff.

Schedule 8: "Blomfield Files: The Perfect Storm"

46. The defendant refers to the story in Schedule 8 to the SOC and says that to the extent that the statements in paragraph 13 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The plaintiff was managing director of several companies whose businesses failed and which are now in liquidation ("plaintiff's failed businesses").
- (b) A liquidator administering the plaintiff's failed businesses was unable to locate certain assets owned by the companies, including an Isuzu FX2 1400 truck and ZX50u excavator ("truck and digger").
- (c) The plaintiff held information about the location of the truck and digger but failed to cooperate with the liquidator or provide this information to him.
- (d) The defendant provided information from the plaintiff's files to the liquidator which led to the recovery of the missing truck and digger.

Schedule 9: "Blomfield Files: The Perfect Storm Ctd"

47. The defendant refers to the story in Schedule 9 to the SOC and says that to the extent that the statements in paragraph 14 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The plaintiff was managing director of several companies whose businesses failed and which are now in liquidation ("plaintiff's failed businesses").
- (b) A liquidator administering the plaintiff's failed businesses was unable to locate certain assets owned by the companies, including an Isuzu FX2 1400 truck and ZX50u excavator ("truck and digger").
- (c) The plaintiff held information about the location of the truck and digger but failed to cooperate with the liquidator or provide this information to him.
- (d) The defendant provided information from the plaintiff's files to the liquidator which led to the recovery of the missing truck and digger.

Schedule 10: "A Conversation with the Police"

48. The defendant refers to the story in Schedule 10 to the SOC and says that to the extent that the statements in paragraph 15 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The plaintiff shows a propensity for deception:

Particulars

- I. The plaintiff has misrepresented himself as Warren Powell and an owner of Hell's Pizza to third parties.
- II. The plaintiff has used image editing software to remove material clauses in sale and purchase agreements and to change the sale price.
- III. On 28 February 2010, the plaintiff forwarded an email trail between the plaintiff and the liquidator of a number of the plaintiff's failed businesses with the comment "Fucking with [the liquidator's initials] can be fun".

- (b) The plaintiff was managing director of several companies whose businesses failed and which are now in liquidation ("plaintiff's failed businesses").
- (c) A liquidator administering the plaintiff's failed businesses was unable to locate certain assets owned by the companies, including an Isuzu FX2 1400 truck and ZX50u excavator ("truck and digger").
- (d) The plaintiff was the last person to see the truck and digger before it was reported as stolen.
- (e) The plaintiff held information about the location of the truck and digger but failed to cooperate with the liquidator or provide this information to him.
- (f) The truck and digger was then sold to a bone fide purchaser by one of the plaintiff's former employees.
- (g) The purchaser had exchanged a Bayliner 6.8 metre with Volvo inboard/outboard boat for the truck and digger.
- (h) The defendant provided information from the plaintiff's files to the liquidator which led to the recovery of the missing truck and digger.

Schedule 11: "Blomfield Files: Where is the Vengeance Money"

49. The defendant refers to the story in Schedule 11 to the SOC and says that to the extent that the statements in paragraph 16 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) There is evidence that the plaintiff misapplied monies paid to a company, Vengeance Limited ("Vengeance").

Particulars

- I. In July 2009, despite being an undischarged bankrupt, the plaintiff was managing the operations and finances of Vengeance.

- II. Approximately \$160,000 was paid to Vengeance as part of a sponsorship arrangement between Hoyts cinemas and XXX Motorsport ("sponsorship funds").
 - III. Instead of paying the sponsorship funds to XXX Motorsport, the plaintiff used the funds to pay an outstanding debt owed by a company, Cinderella NZ Limited, in which the plaintiff held a financial interest.
- (b) Other Vengeance creditors or businesses were owed money by and were not paid by Vengeance.

Schedule 12: "It's a Kind of Mattjik"

50. The defendant refers to the story in Schedule 12 to the SOC and says that to the extent that the statements in paragraph 17 on pages 16 and 17 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) In 2007, the plaintiff was a director of Cinderella NZ Ltd ("Cinderella") and had control of Cinderella's finances.
- (b) Cinderella assigned a debt of \$172,914.23 owed by its client, TPF Limited ("debt") to factoring company, Scottish Pacific Debtor Finance ("Scottish Pacific").
- (c) On 5 October 2007 Cinderella received the sum of \$172,914.23 from TPF Limited, but did not pay this money to Scottish Pacific.
- (d) On 4 June 2008 Cinderella went into liquidation.
- (e) After Cinderella went into liquidation, the plaintiff made baseless accusations of dishonesty against Joseph Mansfield, a co-director of Cinderella, to the Police and the Official Assignee.
- (f) The plaintiff settled the debt with Scottish Pacific for \$190,000 and sought to recover \$95,000 from Joseph Mansfield.

- (g) As a consequence of the plaintiff's actions against him, Joseph Mansfield entered into voluntary bankruptcy.

Schedule 13: "Blomfield Files: Ctd"

51. The defendant refers to the story in Schedule 13 to the SOC and says that to the extent that the statements in paragraph 17 on page 17 of the SOC have or are capable of having the meanings alleged by the plaintiff, the statements consist of an expression of honest opinion.

Particulars

- (a) The defendant repeats all relevant particulars under paragraphs 26-37.

Date: 21 November 2012

This **statement of defence** is filed by Jordan Henry Williams whose address for service is at the offices of Franks & Ogilvie, Commercial & Public Law Ltd, Level 5, Wakefield House, 90 The Terrace, Wellington.

Documents for service may also be -

- (i) posted to the solicitor at PO Box 10388, Wellington; or
- (ii) sent electronically to jordan.williams@franksogilvie.co.nz provided a copy is also sent electronically to info@franksogilvie.co.nz.