

13th September 2012

Meredith Connell
PO Box 2213
Auckland 1140

Re: Your response to my Complaint.

Attention: Gareth Neil

Dear Gareth

1. In response to your letter of 7 September 2012.
2. My first thought, on reading your letter, was to wonder what on earth I have done to incur such antipathy and spitefulness. My second thought was that perhaps I need to be 'very afraid' of a Crown solicitor who appears to have confused a professional diligence with small mindedness and malice. What was the point of dredging up a comment like "Warren Powell was a poor father" and attributing it to me, if not to further inflame a person whom you are fully aware has been driving a lot of what has happened to me. Your letter is a little more than one-sided diatribe, which ignores or glosses over crucial details in order to unfairly brand me as some sort of public enemy number one.
3. It is clear that the letter is more than just a response to mine. So, for those other readers of these letters I state the follows:

4. Background

5. As you are more than aware, I am UNEMPLOYED, living on the outskirts of Auckland. I was adjudicated Bankrupt on the 14th of July 2010. Up until the 23rd of May 2012 I was employed by and was able to take part in the management of the Blomfield Trust, both with the approval of the Official Assignee.

On the 23rd of May 2012 the Official Assignee withdrew its consent for me to be employed by the Blomfield Trust. Also on the 23rd of May 2012, the Official Assignee withdrew its consent for me to take part in the management of the Blomfield Trust.

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6. What happened

7. The Official Assignee's decision to withdraw such consents has resulted in an immediate halt to my income and, as a result of that I am unable to provide for my family, including my partner and two children ages 5 and 7.
8. On the 20th of October 2010 I applied to the Official Assignee to work for a relative or friend. The application included an offer from Rebecca Blatchford as Trustee for the Blomfield Trust and myself to pay 25% of the net profits of the Blomfield Trust to my estate. This included providing quarterly management accounts with these payments. Further to this the trust had an appointed an Accountant to oversee this process.
9. This offer was refused by the official Assignee on the basis "that bankruptcy is a fresh start and you have a family to support" The consent for me to work for a relative was granted on the 28th of October 2010.
10. On the 3rd of February 2012 I applied for the consent of the Official Assignee to work as a manager of the Blomfield Trust.
11. At that time the Official Assignee was well aware of the banning order imposed by the Companies Office.
12. On the 13th of February 2012 I sent a letter to accompany this application outlining the duties I would perform.
13. On the 14th of February 2012 the Official Assignee granted the consent to work as a manager of the Blomfield Trust.
14. As and when I thought it appropriate and responsible to do so, I would update the Official Assignee of my progress and what projects I was undertaking. This would sometimes be in writing and sometimes be by phone.
15. Any matter that I felt had the potential to cause any possible concern to the Official Assignee was raised with the Official Assignee to ensure that I remained compliant with the terms of that consent and attendant obligations. For example, during the course of work I was engaged in for Bell Jr Limited, I had some concerns regarding a request from its Directors that I become more closely involved in the management of this company. As a result of these concerns I contacted the Official Assignee by phone asking if the Companies Office needed to be involved. I then suggested to him that I send an email requesting that the Official Assignee make sure that the Registrar of Companies Office was happy with my

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activities. The Official Assignee responded by pointing out to me that the Companies Office and Official Assignee are two parts of the same government agency. The Official Assignee said he would discuss the matter with the Companies Office and reply to me in writing.

16. On or about the 3rd of May 2012, I was made aware that information about me was about to appear on the Whale Oil website run by Cameron Slater. Shortly after that I contacted the Official Assignee to make him aware of the existence of this website and the likely posting of information by Mr Slater about me. I said I would make myself available to discuss anything of concern to the Official Assignee that may appear on the site. I was assured by the Official Assignee that I should not worry and that the Office would only be interested in matters relevant to my bankruptcy and to my creditors.
17. I further explained my belief that Mr Slater's source was none other than my previous employer, Warren Powell, working together with his good friend Marc Spring, and John Price, who has acted as a Liquidator for Hell Pizza under instruction from Warren Powell. All three have spread slanderous and defamatory information about me to anybody who will listen. The conversation ended with an agreement that the Official Assignee would let me know if there was anything further they required. The next communication I received from the Official Assignee were the letters of 23rd of May 2012 withdrawing both my employment consents.
18. I phoned the Official Assignee that day and asked why this had happened. The response was "it's because of the Whale Oil website - the site says the OA has been compromised". I then asked if there were other reasons for the withdrawals of consent and the response was that there was nothing else.
19. I then emailed the Official Assignee pointing out my concerns about the withdrawal of these consents. The response included some new concerns that had not been mentioned during my earlier phone call.
20. On the 25th of May 2012 I met with Bruce Johnson, Solicitor for the Blomfield Trust. We discussed the matter and he suggested that he write a letter to the Official Assignee expressing concern as to the unfairness of the withdrawal and the dire consequences this would have for me as the principal breadwinner of my family.
21. Mr Bruce Johnson attested in his letter to the Official Assignee that the actions of the Official Assignee in withdrawing the consents to be employed were driven principally by the malicious attacks coordinated by three individuals namely Marc Spring, Warren Powell and

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John Price – all of whom are known to the Office of the Official Assignee. They are not creditors of my estate and the Official Assignee's actions have compounded the efforts of these three to cause me harm.

22. In my view – i have little doubt that you will disagree –the only evidence supporting the Official Assignee's action in withdrawing my consents was based on material provided to his Office by the aforementioned trio. These are the same people who have stolen property from me, including computer files and, disturbingly, naked photos of my children and my wife. They have mounted a continuous, spiteful and underhand attack on me and my family. It is relentless – all times of the day and night via internet, telephone and text. My partner has even received text messages from the person who has copies of my files threatening to post naked pictures to the web, and to cause damage to her parent's house. The Whale Oil attack is just another malicious attempt, performed by Mr Slater but masterminded by three individuals, to destroy me. It is difficult to fathom the lengths and efforts of these men in the pursuit of this goal. The only reason I can find for these men's behaviour is that they were all named in a complaint to the Serious Fraud Office (along with myself), made at the time I exited the Hell Pizza business. I am staggered that the questionable veracity and dubious source of that information has been taken so seriously by the Official Assignee.
23. It is my considered opinion that the actions of the Official Assignee have been driven solely by material posted to the Whale Oil website, which is being supplied by the three named above. By his actions the Official Assignee is condoning and supporting their activities. This support by the Official Assignees, together with the very public nature of the inflammatory – and defamatory – postings on Whale Oil have made it impossible for me to gain employment in my area of experience or expertise. This is also covered in the Affidavit of Mr Hare, which is attached (CIV-2012-404-2905).
24. In his statutory capacity the Official Assignee, and in turn you, Mr Neil, have an obligation "to look after the interests of the bankrupt, the creditors and the public". In this case, I respectfully suggest that his actions have left me without any employment and unable to support my family, despite never having received any complaints from my creditors throughout the term of my bankruptcy (not a single one has even made contact with the Official Assignee). He is, in effect, condoning and encouraging the unconscionable public flogging of me by this disgruntled trio and their sensationalist, irresponsible blogger accomplice.
25. You appear, Mr Neil, to have overlooked – or forgotten – a number of details in your letter, which I shall outline here:

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Hell Northshore/Hell Zenjiro/Black Trading and MJ Blomfield.

26. In my creditor proposal, a copy of which was sent to the Official Assignee in July 2010, and given to you, Mr Neil, on the 28th June 2012 by way of sworn Affidavit (CIV-2012-404-2905). It states:

27. Owed to Creditors*

A listing of all known creditors and amounts owed by Mr Blomfield is attached as Appendix A. There has been a significant change since the original report, whereby the debt previously showing as due to the following companies is now changed. Those debts were shown as being:

- *☐ Hell North Shore Limited (in Liquidation) \$265,000*
- *☐ Hell Zenjiro (in Liquidation) \$75,000*

The debts have been purchased from Westpac Banking Corporation and assigned to Black Rural Developments Limited. Although Black Rural Developments is entitled to participate fully in the Amended Proposal, it will forgo its entitlement to receive any dividends.

Black Rural Developments will, though, exercise its voting rights fully.

The amount owed to Black Rural Developments is \$1,292,000.

28. Black Rural Developments Limited (BRDL) is a company controlled by Rebecca Blatchford (my partner). Westpac was the first charge holder. BRDL achieved full settlement with Westpac and Rebecca (via BRDL) became my largest creditor. Further to this, Westpac assigned all its charges across to this company. The exception is Cinderella NZ Limited which I will cover below.

29. Of further note, when I asked Mr John Price “who is the largest creditor of my liquidations and what are they owed?” he could not tell me and, if you check the Companies Office reports, neither can they.

It does seem that certain facts about my bankruptcy get scant notice, in the interests of painting me in the worst possible light.

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Cinderella NZ

30. Cinderella was a company owned by Joe Mansell and myself. The first charge holder on that company was Scottish Pacific. Again, they were settled. I attach an affidavit verifying this from Mr Bruce Johnson. I would further note that Mr Mansell owed me \$248,000.00 at that point. He walked away without paying anything.

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31. I don't refute that I owed money to IRD. I employed about 300 staff and turnover was in the tens of millions of dollars across all my businesses. The amount owed should be viewed in the context of what was paid before the business hit trading difficulties.
32. Regarding your comments about me responding to the Companies Office, again, you are light on facts. I sent them a response about six months late. Consequently, they would not look at it given the 15-day time limit.
33. Mr Neil, I wonder at your unprofessionalism and predilection for half-cocked judgments concerning situations where you do not understand the full background.
34. I am going to continue to ensure that you take more care in sticking to facts; that you understand the complete picture; that you try to act without prejudice and in the impartial manner that is expected of a member of the bar.
35. I will, however, apologise for my off-hand and flippant comments to Mr. Pullman. I may have announced that: "I am going to do what I can to expose you" and perhaps "he should file note that I would like to punch you in the face". Rest assured I am not in the habit of punching anyone in the face, even lawyers.
36. As for my complaints to authorities, I have told them what is going on. If you have nothing to hide it will not be an issue. I assume that you are not telling me that I have no right to approach these authorities and share my concerns?
37. I do, however, have a new concern, and that is that all this extraneous activity may impact on my defamation case against Mr Slater, if it continues. I hope that you will attempt to contain yourself in the future.

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Summary

38. This entire episode has been a nightmare. It is beyond doubt that the Official Assignee acted in a manner that was unlawful.
39. Section 27(1) affirms common law principles and the requirement for decision-makers to act fairly or reasonably. Essentially, the obligation is for decision-makers to hear both sides of the argument. It also requires decision-makers to be impartial.
40. The definition of natural justice used in the Acas Code of Practice on Discipline and Grievance says that a person against whom allegations are made should have:
- advance notice of the allegations and evidence
 - the opportunity to challenge allegations and evidence before decisions are reached
 - the right of appeal against any decision taken
41. As described above, the decision to stop the household income of a family of four without notice was wrong.
42. At all times when dealing with you Mr Neil, I was pushing for urgency with the Court as I had limited funds. It is farcical to suggest that I have some other, underlying tactic.
43. The allegations made against me were clearly a malicious attack by non creditors and the Official Assignee made no attempts to assess the validity of these allegations before removing my ability to work.
44. The affidavits supplied by counsel for the Official Assignee(CIV-2012-404-2905) further confirmed that this was nothing more than a malicious attack by a small group of individuals.
45. The Official Assignee then attempted to scroll through details of my commercial practices prior to Bankruptcy in order to bolster a flimsy case.
46. In reading the Affidavits filed by counsel for the Official Assignee, it is clear that they are little more than a litany of false accusations relating to pre adjudication behavior. There was never any evidence of wrong doing following the date of my Adjudication.

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47. The Companies Office report was the only thing you had and you flogged it for everything you could, without the benefit of a substantive response.

48. Your letter, Mr Neil is wholly unsatisfactory. Over the course of the past ten years I have employed hundreds of staff, and was involved in some new and innovative projects. I pushed the boundaries. I hope that people will always be encouraged to give it a go, think big and try something different without small-minded people like you forming uninformed judgments on limited facts.

49. I do not want nor expect a response to this letter. I'm happy to let the appropriate agency look into this. I am definitely not interested in getting into a letter writing contest with a lawyer backed by the Crown and with access to seemingly unlimited resources.

Regards



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