

OPEN LETTER to:

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keywords: Insurance fraud; Hugh McVean BPharm ; Townsville in the 1970s; rainwater damage to carpet from seepage; poorly installed sliding door; not covered by insurance; McVean deliberately broke glass sliding door; claimed Insurance for storm damage for broken glass and water damage carpet; thought 'smart'; Insurance Council of Australia [ICA]; his brother John Alexander Francis McVean was at South British Insurance; tax fraud; money laundering; partnership with criminal solicitors; together they defrauded his wife's parents and wife's brother; his solicitors guilty of conflict of duty and duty to defraud; Open Letter to: Paul Giles, General Mgr Communications, ICA; alert email alerting him to Open Letter online; we will follow ICA to see if they condone insurance fraud;

Paul Giles, General Manager Communications Insurance Council of Australia



Insurance FRAUD

by **Hugh McVean** (BPharm)

by *Alex Gordon LLB*

Hugh Douglas McVean is a 1966 Graduate, BPharm of The University of Queensland [UQ]. For his time at UQ, McVean was a resident of Kings College. As Hugh has been involved in multiple criminal pursuits including Insurance Fraud, we wish to inform the Insurance Council of Australia [ICA]

Hugh Douglas McVean [B Pharm] is the Criminal Pharmacist presently of Nambour but until 1978, in Townsville. He had to leave Townsville to attempt to make a "clean start" as his criminal conduct and gross indiscretions had so sullied his and his wife's name. He resolved an improvement in Nambour to his career of crime and formed a partnership with criminal solicitors.

HAIGPHOTO

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and address our [Open Letter to: to Paul Giles, General Manager Communications, ICA](#). Our tri-serial publications today, of [Open Letter to: Issue #200704.giles.ica.hugh.mcvean](#) [archived at <http://AustLawPublish.com/20070925openlettersissue200704.insurance.council.aust.hugh.mcvean.pdf>], [Australian Community Pharmacist Issue 200701.hugh.mcvean](#) [archived at <http://AustLawPublish.com/20070925AustralianCommunityPharmacistIssue200701.insurance.fraud.hugh.mcvean.pdf>] and [UQ Alumni Journal: Journal of the Alumni of The University of Queensland Issue#200704](#) [McVean is a graduate of UQ] [archived at <http://AustLawPublish.com/20070925UQAJissue200704.hugh.mcvean.pdf>], deal with this aspect of Hugh McVean's criminal career. Once published and archived online, we will send an alert email to Giles, alerting him to the [Open Letter to him for the ICA, online](#). We will follow ICA so as to ensure they do not condone this insurance fraud, and cover developments in our journals.



Although this is of the order of 35 years ago, Hugh McVean is still having property insured with General Insurers in Australia. We are certain that an Insurer would not wish to insure a person who had ever committed Insurance Fraud. Hugh McVean is continuing to commit crimes and criminal fraud. He recently produced a forged legal document to a Queensland Court with the intention of misleading the court. Of course, there is not time limit for criminal proceedings. In fact, a prosecution here could open a pandora's box.

To “keep his hand in”, Hugh McVean does some locum work around SEQ, from Bargara, near Bundaberg Queensland, to Gympie and surrounds. With his career of crime and indiscretion, if you see McVean in your usual pharmacy, will you trust him with your private information, like your medical condition? He would outperform Reuters and the ABC.

HAIGPHOTO

Apart from all of his other crimes and misdemeanours, we can now advise of Hugh McVean's crime of INSURANCE FRAUD. We believe Insurance Fraud is rampant in Australia. Making a false claim is so prevalent. Usually this just means overstating a claim or hiding something; usually a passive lie. In McVean's case, he actually deliberately damaged his insured property, [he broke a large plate glass pane], so he could claim some less significant collateral damage; a wet carpet. We will give the details below, but what we purpose is to

write an edition of our [Open Letter to: journal to the Insurance Council of Australia \[ICA\]](#), [in fact, to their Media Manager Paul Giles, General Manager Communications, ICA], advising him for them of this matter and how they can obtain the evidence to prosecute McVean for his criminal conduct. The ICA can advise its members. We suspect that the ICA and its members will choose to do nothing as they can reason, that all of their competition face the same level of Insurance Fraud, and they can all price it into their premiums. They can reason that it will cost them money to pursue McVean, or any other person for this prevalent

Insurance Fraud.

What Insurance Fraud Costs extra on each household insurance premium.

At this stage, just let us consider Household insurance. We will need to estimate some figures. **What is the annual rate of bogus claims:** where the damage was actually caused, but by an event not covered by insurance, [without considering the extra damage deliberately caused, to make the minor damage seem like a valid Insurance claim as in the case of Hugh McVean]? Let's consider the Psychology of the situation. People feel very upset when they suffer some damage, even mere property damage. "So who can I make pay for this?" is the usual thought. If the person has insurance, which most middle income, and above, people have, then they wish to determine how they can make the insurance pay. [Insurance companies have huge sums of money they rationalize.] People, often think to do so is to be "smart". Hugh McVean did, and he and his wife were skiting about it. It probably helps if the fraudster has someone on the "inside". While we are not saying that Hugh McVean's brother was involved, [John Alexander Francis McVean](http://AustLawPublish.com/20070716dossierof.john.mcvean.pdf), [see archive <http://AustLawPublish.com/20070716dossierof.john.mcvean.pdf> /, Hugh's brother, was employed by South British Insurance at a Senior executive level.

Precise figures would be difficult to determine. We believe a figure of 5% to 10% of household insurance policies, would make a false claim per year. Let us assume the lower limit of 5%. Consider the value of the fraudulent claims is \$2,000: [the fraudster is unlikely to do the fraud for just a small amount; unless they are Hugh McVean]. Additionally, it costs the Insurance company money to process the claim. Consider the average basic household insurance policy premium is \$200/pa. With those figures, the cost of fraudulent claims for each household insurance policy is \$100. That means that it causes the basic policy to have climbed from \$100 pa to \$200 pa, and Increase of 100%.



The sign in the top right of the photo is a 'roundabout' street sign. It is not a 'thought bubble'. HAIGPHOTO

Hugh McVean's Insurance Fraud:

Hugh McVean's wife, Coral, is the sister of our Photographer Haig [see *HAIGPHOTO*]. Haig tells us how Hugh committed the fraud. Coral and Hugh McVean lived at 6 Planet Place, Aitkenvale, Townsville, Q4814. They lived there during the 1970's until they moved to Nambour, in 1978. After a rain squall, soon after their moving in, they discovered that water had leaked in under the surrounds of the glass sliding door on the southern side of their house. The carpet was saturated and had to be repaired. It was not covered by insurance as the water leaked through a building defect. The surrounds of the aluminium frame for the glass of the glass door had not been properly sealed with silicon sealer. They may have had a claim against the builder, but we are unaware of whether that occurred to the criminal Hugh McVean BPharm. Hugh decided to deliberately break the glass in the glass door frame so they could claim the

water damage was due to the broken glass/door, and alleged that the break in the glass was caused by the "Squall". Coral was skiting around town that Hugh was smart to do that. He did deliberately break the glass and duly made an Insurance claim. She told her parents and Haig. The FRAUD committed by Hugh McVean, did not involve merely telling a passive lie. His fraud involved his committing an evil act of **BREAKING THE GLASS IN THE SLIDING DOOR FRAME**. His was an **ACTIVE CRIME** rather than a mere passive crime. That is indicative of his psychopathic nature, [as was the devious aggravated assault on his wife's disabled brother, detailed later herein].

We will advise the Insurance Council of Australia of these events in an Open Letter to: as stated above. We are unsure of the identity of the Insurer, but ICA can advise their members, and one is certain to have insured, and paid out the McVeans for that "loss" and insured them at other times and for other forms of insurance.

Hugh McVean has been in business as a Pharmacist, owning his own Pharmacy: Howard Street Pharmacy, in Nambour. He has also owned various property.

If McVean was likely to do that in one instance, he is very likely to have done it on other occasions, and maybe in the future if any member of ICA, continues to Insure him. We are unaware of whether the Insurer was his brother's employer, South British Insurance [SBI] or whether his brother John Alexander Francis McVean advised Hugh on the procedure. Of course, these are public journals and archived online, so many other insurers are likely to see these reports. [Gogle loves us so will so index soon and rate highly.]

We will/have advised the ICA of these fact. We have identified the precise names, approximate times and precise address; and the precise nature of the claim. That is precise information so it can be pursued.

We suspect, that the reason that Insurance Fraud is so endemic within Australia, is because Insurance companies just accept it as merely a cost of doing business as they also know they can inflate their premiums to cover it.

Maybe, the Insurance company members of ICA, find it is easier to just inflate the premiums and not worry about Insurance Fraud as all their competitors will face the same approximate level of fraud. Maybe they have "agreed" between the members of ICA [and had agreed at that time in the 1070's, and maybe that was known to John McVean] to not pursue fraud, but just inflate premiums. Of course that would be an illegal cartel, be anticompetitive and breach Trade Practices legislation.

We suggest the ICA and its members should vigorously pursue this matter as it is already in the Public domain. The ICA action or inaction will also be in the public domain, and we will pursue the ICA to ensure they act appropriately.

We doubt that Hugh McVean will sue us. He will not wish this to be even more public. We would not mind it gaining a boost from Hughie himself, though. Of course, if he does, in pre-trial interrogatories and discovery,, we will be determiing the householder insurer for the McVeans for 6 Planet Place, Aitkenvale, Q4814. We would then consider joining that insurance company, as an interested party.

Coral will be subpoenaed to give evidence. You should know a little about Coral. She is a

good, rather naïve person. Without being offensive to Coral, as it is not her fault, she is not the sharpest knife in the kitchen. Haig tells us that at the end of the year, in 1959, when Coral was in grade 8 [and Haig was finishing grade 4; he was 9 years old], at Currajong State School in Townsville, Haig was with their mother when she spoke with Coral's teacher, a Mr Owen Bell, about Coral's possibly repeating Grade 8. Coral had always been spoken of by their parents as a "plodder". Mr Bell suggest that Coral should proceed, as if she were to repeat a year, it was better that she repeat a more senior year. Coral repeated grade 11. With hard work and study, encouraged by her parents, especially her father, Coral managed to scrape through Senior in 1964, and she just gained a teaching scholarship. She attended Kelvin Grove Teachers College in Brisbane in 1965 and 1966 and returned to Townsville in 1967. Coral was still very naïve. She had a crush on Paul Newman at the time. About mid year, 1967, she met lowlife Hugh at the Hotel Allen in Townsville. It was on the diagonal corner to the Townsville General Hospital, where lowlife Hugh McVean worked in the Pharmacy, as he had graduated from The University of Queensland [UQ] in 1966, with a BPharm. Coral thought he resembled Paul Newman. Haig tells us that she repeated that ad nauseam. Coral had a crush on Paul Newman. Coral was a redhead and apparently reasonably attractive. What Hugh liked about Coral was that she was smitten with him, and was extremely ingenuous.

We suggest ICA's best target is Coral. We will explain. Hugh McVean is a low life bottom dweller of the N'th order. [When that became well known in Townsville he had to leave to make a "fresh start" in Nambour and be inflicted upon the people of the Sunshine Coast in Queensland.]

We can advise of more evil by Hugh McVean: his disrespect for his wife; [bragging around Townsville before they were married that he was having sex with Coral; his "dowry" "joke" *ad nauseam* to demean Coral and her parents [see below]; the water ski enemas on the unsuspecting severely disabled Haig, brother of Coral amounting to aggravated assault by Hugh McVean upon Haig; how as a a first step on relocating to Nambour to make a "clean start" his determination to secure an association with a firm of corrupt solicitors to assist him in his criminal pursuits. In Nambour, these criminal pursuits included massive tax evasion, Money laundering, [he is a pharmacist and works with DRUGS], forgery of legal documents, introduction of those forged legal documents into court to mislead the court. [What other unsolved crimes around Nambour could be his responsibility? He lives on acreage and has just a few years ago filled in an artificial dam on the property. He has spent many years dealing with the "public" as a "trusted" Chemist.]

Hugh has a Self Managed Superannuation Fund [SMSF]. The SMSF is called the Howard Street Pharmacy Superannuation Fund [HSPSF]. It was based upon the now extinct Howard Street Pharmacy [HSF] in Nambour, Queensland, and the Trustees are the pharmacist who previously owned and operated the HSF, the Hugh McVean [Hugh Douglas McVean] and his wife, Coral McVean [Coral Louise McVean]. As we expected, the ATO just let it, the HSPSF, continue to evade tax. It has been now doing this for 14 years, that we know of definitely. This is a quagmire of tax evasion, and of crime that is separate to the tax related matters.

In summary, this case we referred to the ATO is more than mere Tax evasion. It is at this point the discussion turns to some legal concepts. One is of Fiduciary Duty [FD], and conflicts of FDs. Accordingly, we explain the concept of FD and related matters later in this journal.

The case we referred to the ATO, involved clear conflicts of Fiduciary Duty [FD] and

Fiduciary Duty, by the trustees of the SMSF, multiple breaches of both of those FDs plus criminal fraud of a disabled beneficiary of a FD arising from his disability as well as from the formation of a trust for a property beneficially owned by him, which is his home, and which the trustee/fiduciary, Hugh McVean [Hugh], put into the SMSF in an attempt to steal it from the disabled beneficiary. A firm of solicitors has been involved for the whole the time that the SMSF has been in existence. We shall not name them as we believe, since enough people realize the law, legal profession and judiciary are corrupt, such naming would be only promotion and advertising for them. That firm has engaged in repeated breaches of Professional Standards, being multiple Conflicts of Duty [FD] and Duty [FD] for the purpose of assisting Fraud by Hugh McVean.

The SMSF is called the Howard Street Pharmacy Superannuation Fund [HSPSF]. It was based upon the now extinct Howard Street Pharmacy [HSF] in Nambour, Queensland, and the Trustees are the pharmacist who previously owned and operated the HSF, one Hugh McVean [Hugh Douglas McVean] and his wife, Coral McVean [Coral Louise McVean]. Another person innocently involved is named Haig, the younger disabled brother of Coral McVean. Hugh McVean has long taken advantage of his wife Coral. Coral is not the sharpest knife in the kitchen, but she has worked inordinately hard, with the encouragement of her parents, in particular her father, to achieve what she has. Hugh uses her difficulty to understand concepts or ideas, to abuse her trust.

Hugh McVean has for 40 years harboured a massive grudge against Haig, his wife's younger disabled brother. We shall explain below the detail of how the various FDs arose, however, we would point out that because of Haig's disability, the Tax Commissioner also owes Haig a FD. This is particularly important with respect to his home, the subject of part of the tax evasion by Hugh McVean [Hugh]. It would be shown as the ST Lucia real estate investment property of the HSPSF.

As this Tax fraud has continued for 14 years [at least] there should be substantial penalty tax and interest on penalty tax [which is itself called penalty tax] such that the total penalty tax can amount to 200% of the tax avoided. We expect this could exhaust the assets of the HSPSF trust [SMSF]. Haig's home, beneficially owned by him is nominally "owned" by the trust in that Hugh McVean has illegally included it as a beneficial asset of the SMSF called the HSPSF. As with any trust, the legal title is correctly with the trustee. Haig is not responsible for the title showing HSPSF as "owner". We mention this as we "represent" Haig and wish his rights upheld. We would not wish to see the Tax Commissioner, in order to recover the assessed tax, attempt to liquidate Haig's home, which Haig beneficially owns.

This Journal is part of the Hugh McVean topic which we have and are covering in our journals:
<http://AustLawPublish.com/20070618 Australian Criminal Law Journal issue200706.hugh.mcvean.pdf>,
<http://AustLawPublish.com/20070716openlettersissue200701.nambour.people.pdf> ,
<http://AustLawPublish.com/20070716openlettersissue200701.coral.mcvean.pdf> , and
<http://AustLawPublish.com/20070716dossierof.john.mcvean.pdf> .

There are conflicting FDs surrounding the home of Haig. Hugh owed a FD to Haig, and Hugh owed a FD to HSPSF, [which the Tax Commissioner would wish to enforce, if possible]. There can be only one FD between the same trustee/fiduciary and beneficiary. It may arise in different ways and at different times and in multiple ways, and have different particular characteristics. A requirement of a FD is that the FD does not conflict with any other FD. As Hugh and Coral have breached their respective FD to both Haig and HSPSF, the HSPSF is no

longer a qualifying superannuation fund. Hence extra tax and penalty tax should be assessed together with interest on the evaded tax and penalty tax.

Hugh and Coral have owed Haig a FD for nigh on 40 years. Hugh was “on the scene” and “dating” Coral [we will not at this time mention his bragging around Townsville prior to their marriage], since before the occasion on 25 November, 1967, when Haig had a severe head injury, which severely affected him as he also had undiagnosed Obstructive Sleep Apnoea [OSA] at the time, and being hospitalised for 14 day increased his weight by 13 kg which greatly exacerbated his OSA and “symptoms”. With improper severe subsequent treatment for three years, due to a wrong diagnosis, and continued non-diagnosis of the OSA [until 2003], Haig has been greatly disabled, and so due a FD from Hugh and Coral, continuing uninterrupted to this day. That FD pre-existed the FD Hugh and Coral assumed when they became trustees of the HSFSF. Of course, there was no problem initially. A person can owe multiple FDs but, the FDs must not “conflict”.

We know that Hugh is a lowlife grub. That said, we think there is a strong possibility that he did not realise he was being criminal, nor possibly even illegal, because he was acting on the advice of his solicitors, whom Hugh had used for all dealing. Regardless of the extent of his *mens rea* [guilty mind], Hugh could not have done to Haig as he has but for the actions of his, for the moment, un-named solicitors. Interviews with Hugh and Coral, can produce better information of Hugh's *mens rea*, or lack of *mens rea*. For instance, in January in 2005, when Haig mentioned to Hugh that Hugh owed Haig a Fiduciary Duty, Hugh was so unaware of the term, that he had to ask how to spell it so he could write it down to then ask his criminal solicitors.

Haig also tells us of the “water ski” incident in about 1970, occurring when Haig was extremely disabled, a veritable zombie, with the undiagnosed Obstructive Sleep Apnoea [OSA], the ongoing consequences of the head injury and wrongly prescribed psychotic drugs. That situation of Haig clearly meant that Haig was disabled and Coral and Hugh well knew it. That meant that Hugh owed Haig a Fiduciary Duty {FD}, then and all the while Haig has been disabled, as he still is. In early 2005, let alone not knowing the nature of a FD, Hugh could not even SPELL it. Owing a FD, is a matter of Common Law [CL].

Because all Haig's history was known to Hugh, he owed Haig a fiduciary duty, which basically means, to look out for Haig and look after Haig as though Haig was Hugh's own self. To emphasize FD, we have assembled some detailed definitions, [we could write a book on FD, and still leave much unsaid].

Black's Law Dictionary describes a fiduciary relationship as "one founded on trust or confidence reposed by one person in the integrity and fidelity of another." **A fiduciary has a duty to act primarily for the client's benefit in matters connected with the undertaking and not for the fiduciary's own personal interest. Scrupulous good faith and candor are**

always required. Fiduciaries must always act in complete fairness and may not ever exert any influence or pressure, take selfish advantage, or deal with the client in such a way that it benefits themselves or prejudices the client. Business shrewdness, hard bargaining, and taking advantage of the forgetfulness or negligence of the client are totally prohibited by a fiduciary.

A fiduciary Duty is far more onerous for the Fiduciary [the one having the Fiduciary Duty], than is the Duty of Care, which can itself be quite onerous.

Wikipedia, the FREE encyclopedia defines [and we approve of this definition] fiduciary thus:

*A fiduciary duty is the highest standard of care imposed at either equity or law. A fiduciary is expected to be extremely loyal to the person to whom they owe the duty (the "[principal](#)"): they must not put their personal interests before the duty, and must not profit from their position as a fiduciary, unless the principal consents. The fiduciary relationship is highlighted by good faith, loyalty and trust, and the word itself originally comes from the [Latin](#) *fides*, meaning faith, and *fiducia*.*

When a fiduciary duty is imposed, equity requires a stricter standard of behaviour than the comparable [tortious duty of care](#) at common law. It is said the fiduciary has a duty not to be in a situation where personal interests and fiduciary duty conflict, a duty not to be in a situation where their fiduciary duty conflicts with another fiduciary duty, and a duty not to profit from their fiduciary position without express knowledge and consent. A fiduciary cannot have a [conflict of interest](#). It has been said that fiduciaries must conduct themselves "at a level higher than that trodden by the crowd."^[1]

That water-skiing “episode” was on the strand in Townsville, one Sunday morning we believe. Hugh had bought a water ski-boat, and invited his boozier mates and their wives/partners together with Coral and Haig, to water-ski. Haig was unaware of so much, including the reason that all the females, before they had a ski, would pull on a particular pair of board pants. [He later learned that they were a tight weave material to prevent enemas and the like.] When it came Haig's turn to water ski, he prepared in the water as instructed by Hugh and that was to sit in the water with the tip of the skis just out of the water and with his knees under his chin. Rather than drive the boat as required to enable Haig to ski, Hugh merely idled the boat so that Haig was dragged through the water in that position

at sufficient speed to give him massive enemas but too slowly to enable him to rise out of the water. Hughie was showing off his great talent at being able to control the speed of the boat, so as to give Haig those enemas. Haig tried to stand but the skis just sank into the water and he fell sideways. This happened repeatedly and on about about the sixth occasion, Hugh drove the boat correctly and it sprang into motions and Haig was quickly out of the water and skiing. That did not happen with anyone else. It happened well into the ski-ing when Hugh would be unable to say that he was just a “novice” at driving a water ski boat. [We know Hugh is on record as trying to excuse his poor conduct whenever he has been caught out, as being that of a “novice”.] At the time, Haig did not realise what was happening. Hugh clearly knew that so kept doing it. Hence, Hugh was able to repeat the exercise numerous times. Haig still did not realise what had happened although he was extremely sick, and he evacuated into the sea water. He went up to the toilet in the bowling club on the Strand, and tried to evacuate further but was unable to although he had severe cramps. He realised what had happened to make him ill, only after Hugh's friend Barry Stanton, the then engineer in the Townsville City Council, came up beside Haig when Haig was sitting down after his ski, and let out a raucous shout/laugh of “enema, enema” when apparently another skier in another group of people water ski-ing in the area, came off his skis. Barry Stanton thought enemas from water ski-ing extremely funny. No doubt, Hugh will be able to blame Barry Stanton for encouraging him to give Haig the repeated enemas. Gutless cowards always likes to blame someone else. Hugh could even try to blame Haig for the enemas as Haig continued to line up for them. Now, that was assault by Hugh on Haig, and since Hugh owed Haig a fiduciary duty, the assault becomes Aggravated Assault. Of course, we all realise that is criminal. Haig has realised that that was done deliberately only after he discovered that Hugh forged a purported Tenancy agreement, with him in 1994.

Hugh has really messed his wife's and her family's lives around in a massive way.

We know that Hugh has treated his wife abysmally. Haig has told us how, before they were married, when marriage was first mentioned, Hugh asked Coral and Haig's parents, how much “dowry” they would pay him to marry their daughter. That is a massive insult to Coral and her family, to suggest that he would have to be paid to marry Coral, despite his pretending it was a “joke”, ha ha. He persisted with that “joke” ad nauseum and in front of his boozie mates, [whom we will discuss later].

We know Coral was smitten with him for his resemblance, in her eyes, to Paul Newman and, at age 20, as she was then, her great crush on Paul Newman. We realise that to her he was like her very own Paul Newman.

We know he had so ruined his name and reputation in Townsville, with his bragging about having sex with Coral before they were married, and with his dowry “joke” in public and his aggravated assault of Haig with the “water ski enemas”, [his boozier mates ensured that was widely broadcast in Townsville as they too thought it was so funny that he would do that to a disabled person], that he could not find reasonable work as a pharmacist and so he and Coral had to buy a pharmacy sufficiently far from Townsville so as not to be affected by his “indiscretions” [speech and actions] in Townsville. Coral and Haig's parents had to help financially for the sake of their only daughter. Hugh had no money as he spent all his income on booze. That forced Coral to have to sell her beautiful home in Townsville, and move away from her family and friends, because of the actions of her husband which actions were in fact criminal being in one case, aggravated assault.

Haig has also discovered the nefarious secret dealing Hugh has undertaken in consort with other criminals in the Brisbane City Council, with the purpose of harming Haig further by their breaking into his yard and home and stealing much of his property, over a continuous three day period, but in keeping with Hugh's sleazy character, Hugh tried to do it without it being known by Haig, what Hugh had been doing.

Hugh owed their superannuation fund a fiduciary duty, as too Hugh [and Coral] owed a FD to Haig as well. Those FDs are in conflict. It is illegal to have a conflict of FDs, because it is logically impossible to do so, so therefore the fiduciary has to be breaching at least one, but in fact is breaching both. This is obvious when one understands the nature of a FD. So, it is not a matter of picking which of the two parties have been wronged. Both have been violated. One wonders what the ATO will think of a breach of the FD owed by the trustee of a Superannuation Fund.

In fact Hugh and Coral owed to Haig a FD arising from two sources. One is because Haig is disabled, and the second is as Trustee of his home.

Haig had wanted to buy the home himself, but to facilitate that, Haig asked Coral if she would secure it for him while he organised the finance. Haig says he did this as Coral had offered on behalf of Hugh and herself, if they could do anything to help the situation in which Haig found himself, they were happy to help. When Coral made that offer Haig was in the front passenger seat of his parents car and Coral's and his mother was driving

and their father was in the back seat of the parents' car. Haig says that Coral was looking at their mother when she made the offer, so he did not know if they would secure the home for him while he organised finance. Haig tells us further that Coral referred Haig to Hugh, when he asked, saying that Hugh handled all things like that. It is clear that at that time, Hugh decided that he would pretend that he was agreeable to that trust, [apparently, without his realising the equitable considerations raised, and that a real trust was formed], and that once he had his name on the title, he thought he could ignore the trust so formed, as the agreement with Haig was only verbal. We know that Hugh confides in his dodgy solicitors, believing all that transpires between them is always secret. That is not always so and we will detail that later.

It is clear that Hugh set out to injure Haig when he forged that purported tenancy agreement. Forgery is a criminal act. Hugh has made his wife Coral a party to that forgery as her signature appears on it as well as Hugh's. Hugh and his solicitor put their super-fund of which Coral is one trustee, as a part legal owner with himself in Haig's home which, because of prior Fiduciary Duty owed to Coral's brother Haig, has caused an illegal situation of "Conflict of Duties". The ATO should strike down all the preferential treatment of their super fund, such that with increased tax rates and penalty tax over FOURTEEN YEARS, [AND WITH PENALTY INTEREST ON THE INCREASED TAX AND PENALTY TAX, the super-fund is likely to be wiped out completely. The ATO should pay particular attention to Coral and Hugh's solicitors, AND ALL THEIR OTHER CLIENTS. That will be of interest to the other people of Nambour who read this journal and who may be their clients also or have lost to their corruption.

It is reprehensible that Hugh has made Coral and Haig's mother a party to that forgery too. Hugh has increased the level of criminal conduct by Coral by having her sign an application to a Court in Queensland attaching that forged purported contract/tenancy agreement. Courts take such criminal conduct whereby one or more persons attempt to mislead the court with forged documents, as matters of serious contempt of the legal process. Apart from being criminal, that is also contempt of court.

Hugh is clearly psychopathic by his thinking it was funny to use his water ski boat to injure another person with his "water ski enemas". His repeated criminal acts, [just the ones of which we are aware] mean Hugh is also a pathological criminal. We think that in the 30 odd years that Coral and Hugh have been in Nambour, it is unlikely that Hugh has not committed other criminal acts, including other tax evasion, most probably

with the help of his dodgy solicitors. Having the dodgy solicitors assisting may mean that the other people have been silenced. It is for that reason that we have published an [Open Letter to: to the People of Nambour.](#) We will not be surprised to discover numerous additional criminal and quasi criminal acts by Hugh.

The ATO and ICA must realise that Hugh is a gutless coward: the way he bullies at the end of a water-ski tow rope, and by secretly encouraging the Brisbane City Council [BCC] to commit criminal acts, for his benefit, bragging about having sex with Coral before they were married behind her back, and conspiring in what he thought was secret with his solicitors. Haig tells us, Hugh ensured he lined up those dodgy solicitors as his first move once they both moved to Nambour. We would not be surprised to find that he and the dodgy criminal solicitors, had ensured that his wife, Haig's sister, is in a financial straight jacket.

We consider now other matters of evidence to the ATO. Haig's home would most probably be shown as an asset of HSFSF. When Haig was about to move in, Haig did not expect to have to wait long to finance the property. Telecom [now Telstra] had promised to pay Haig an amount of over \$17,000 in recognition of a Telecom fault to his prior business. Being bad payers, Telstra were already past the reasonable time for the payment. It was actually paid a few months later. Telecom had agreed to it in early December, 1993. Haig moved in on 26 February, 1994. [We now have proof that Telecom/Telstra acted criminally, but cannot yet publish due to subjudice matters.] Haig says he did not expect to cost Coral and Hugh money and was prepared to pay for their help. Haig agreed to pay “Market price” when he exercised his “option to buy” as it was expressed. [Haig tells us that he did not expect the time taken for him to organise the finance to be long, so the price would not be much different so would have to fund their “transaction costs” and the “repair costs” for some extensions that Haig wanted to make it viable as a “share house” for uni students together with himself. He agreed to make a weekly payment in the nature of “rent”, of \$210 per week until he purchased it. Hugh McVean ensured that Haig could not complete. Hugh later tried to increase the “rent”, but Haig refused on the basis of their agreement that he would pay \$210 pw until purchase.

We Suspect that Hugh and his dodgy solicitors have been artificially increasing the “return” from the “St Lucia Investment Property” in HSPSF, to conceal that it is not an authorised investment, and to launder illicit funds. After Haig realised that Hugh had forged the “tenancy agreement” and had acted scurrilously by encouraging the Brisbane City Council to invade his home and steal his property to give Hugh a “report” he could take to the courts to have Haig evicted, Haig ceased paying “rent”. Haig has made no payment for over the past two years now. As the investment was never an authorised investment, and showing a return for two years of nil [in fact a loss] would highlight this, it is suspected that Hughie and his dodgy solicitors have been dishonestly representing that rent is being paid. The ATO can readily verify this.

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