



NOTICE OF CLAIM

IN THE PROVINCIAL COURT OF BRITISH COLUMBIA (SMALL CLAIMS COURT)

REGISTRY FILE NUMBER	20065
REGISTRY LOCATION	Victoria

FORM 1 (RULE 1)
SCL 001 (02/92)

FROM:
Fill in the name, address and telephone number of the person(s) or business(es) making the claim.

NAME Karol F. MADERA
 ADDRESS dba REALTY RESEARCH GROUP
 3040 Tillicum Rd.
 CITY, TOWN, MUNICIPALITY Victoria B.C.
 PROV. V9A 2B3
 POSTAL CODE TEL # 383-4242

CLAIMANT(S)

TO:
Fill in the name, address and telephone number of the person(s) or business(es) the claim is against.

NAME VICTORIA REAL ESTATE BOARD
 ADDRESS and additional defendants as per attached
 3035 Nanaimo St.
 CITY, TOWN, MUNICIPALITY Victoria B.C.
 PROV. V8T 4W2
 POSTAL CODE TEL # 385-7766

DEFENDANT(S)

WHAT HAPPENED?
Tell what led to the claim.

As per attached



NOTICE OF CLAIM

WHERE?
Tell where this happened.

CITY, TOWN, MUNICIPALITY Victoria
 PROV. B.C.

If you need more space to describe what happened, attach another page, mark it "Page 2 of the Notice of Claim" and check this box. A copy of the attached page must accompany each copy of the Notice of Claim

WHEN?
Tell when this happened.

June 1989

HOW MUCH?

Tell what is being claimed from the defendant(s). If the claim is made up of several parts, separate them here and show the amount for each part. Add these amounts and fill in the total claimed.

- a As per attached \$
- b \$
- c \$
- d \$
- e The Claimant reduces the quantum of this claim to within the limit of this Court's jurisdiction. \$

K.F. Madera

TIME LIMIT FOR A DEFENDANT

If a defendant does not settle directly with the claimant or file a reply within 14 days from being served with this notice, a court order may be made against the defendant. Then the defendant will have to pay the amount claimed plus interest and further expenses.

The Court Address for filing documents is:

850 Burdett
Victoria, B.C.

The court registry staff will fill in these figures

TOTAL	10,000.00
+ FILING FEES	100.00
+ SERVICE FEES	100.00
= TOTAL CLAIMED	\$10,200.00

DEBT
 OTHER THAN DEBT

court copy

court copy

ADDITIONAL DEFENDANTS

Rob FRASER	106 South Turner St., Victoria, B.C.
Donna CURTIS	3831 Synod Rd., Victoria, B.C.
Larry M. BROOKS	15-4120 Interurban Rd., Victoria, B.C.
I.A. BOORMAN	3347 University Woods, Victoria, B.C.
K.L. BROWN	32-4318 Emily Carr Dr., Victoria, B.C.
R.J. KLIZS	address unknown
J.F. CABELDU	1404 St. Patrick St., Victoria, B.C.
G.B. FIELD	3232 Aldridge St., Victoria, B.C.
B. McIVOR	302 Gull Rd., Victoria, B.C.
Robert J. MELANSON	4960 Georgia Fk. Terr., Victoria, B.C.
John and/or Jane DOE	address unknown

WHAT HAPPENED

1. The Claimant Karol F. MADERA, is and was at all material times a Businessman engaged in the real estate industry, licensed under the Real Estate Act (the "Act") and/or doing business as REALTY RESEARCH GROUP in the Greater Victoria area.
2. REALTY RESEARCH GROUP is and was at all material times an unincorporated entity licensed under the Act.
3. The Defendant VICTORIA REAL ESTATE BOARD ("VREB") is and was at all material times a society incorporated under the Societies Act.
4. The Defendant Rob FRASER ("FRASER") was at all material times a director and the President of the VREB.
5. The Defendant Donna CURTIS ("CURTIS") was at all material times a director and the Vice-President of the VREB and was from time-to-time Acting President of the VREB.
6. The Defendant Larry M. BROOKS ("BROOKS") was at all material times a director and the Secretary-Treasurer of the VREB.
7. The Defendants I.A. BOORMAN, K.L. BROWN, J.F. CABELDU, G.B. FIELD, R.J. KLIZS and B. McIVOR were at all material times directors of the VREB (collectively, together with FRASER, CURTIS and BROOKS: the "Directors").
8. The Defendant Robert J. MELANSON ("MELANSON") was at all material times the senior staff member of the VREB with the honorific title of Executive Officer.

9. John and/or Jane DOE are person, persons, entity and/or entities unknown whose exact role in the matters at issue and addresses are not known to the Claimant.

10. The Claimant was a member of the VREB and the Defendant VREB and the Claimant contracted one with the other through the VREB Constitution, By-Laws and Regulations (the "Contract").

11. On 29 May 1989 the Claimant had occasion to deliver a memorandum complaining about the conduct of MELANSON dated 26 May 1989 addressed to the President VREB the last paragraph of which stated:
"Consequently, I will require his full, frank and unequivocal apology [acceptable to me in every sense] by close of business on Fri. 2 Jun '89, otherwise all Hell is going to break loose."

12. On/about 1 June 1989 the VREB, the Directors and MELANSON and others whose identities are not known to the Claimant, met, discussed and voted to the effect that they considered the last paragraph quoted immediately above a threat.

13. On 1 June 1989 CURTIS and/or the VREB on behalf of the Directors and/or the VREB and MELANSON then called the highest echelons of the City of Victoria constabulary (the "Victoria Constabulary") improperly complaining of this so-called threat and making other scurrilous and defamatory allegations concerning the Claimant.

14. On 1 June 1989 the Victoria Constabulary started an investigation. That very day the Claimant immediately, freely, voluntarily and without benefit of counsel, co-operated with the investigation. During the first and only formal meeting with the senior investigator that very day, he indicated to the Claimant that immediately after being apprised by the VREB of what supposedly had precipitated the call to the highest echelons of the Victoria Constabulary, he, the senior investigator, had expressed his amazement and incredulity to the VREB Directors and MELANSON, who were still formally gathered together, about the appropriateness and underlying sufficiency for the call, etc.

15. On/about 1 June 1989 the VREB instructed Pearlman & Lindholm, its solicitors, to give the Claimant notice and the Claimant was given notice via a letter dated 2 June 1989 that: "effective immediately, you are prohibited from attending at or entering the premises of The Victoria Real Estate Board".

16. The Defendants did breach the Contract and injured the real estate and related business of the Claimant by availing themselves of the tender mercies of the Victoria Constabulary, without first, if at all, using internal VREB due process, not that it was required in the circumstances.

17. The Defendants did breach the Contract and injured the real estate and related business of the Claimant by denying him access to the VREB which access was necessary and not incidental to the conduct of the Claimant's business in pursuit of his livelihood.

18. The Defendants did unlawfully conspire and agree one with the other or others of them to injure and did injure the real estate and related business of the Claimant by availing themselves of the tender mercies of the Victoria Constabulary, by defaming him, by threatening him and by denying him access to the VREB and by other associated overt and covert acts.

19. The Defendants breached and/or conspired one with the other or others of them to breach and did breach the Contract by refusing to adhere to the letter and/or follow the spirit of the VREB Constitution by availing themselves of the tender mercies of the Victoria Constabulary, by defaming him, by threatening him and by denying him access to the VREB and by other associated overt and covert acts.

20. The Defendants breached and/or conspired one with the other or others of them to breach and did breach the Contract by abusing their powers for the purpose and with the effect of injuring the Claimant's real estate and related business by availing themselves of the tender mercies of the Victoria Constabulary, by defaming him, by threatening him and by denying him access to the VREB and by other associated overt and covert acts.

21. The Defendants breached and/or conspired one with the other or others of them to breach and did breach the Contract by not adhering to the rules of Natural Justice and Fairness and by threatening to and/or taking unfounded and unlawful action and other associated overt and covert acts against the Claimant to injure and did injure his real estate and related business.

22. The Defendants breached the Contract and/or did unlawfully conspire, combine, agree or arrange one with the other or others of them to injure the Claimant contrary to the Competition Act (the "Competition Act") and the Claimant hereby claims pursuant to the Competition Act for damages suffered by him as a result of the Defendants' conduct and claims further an additional amount to indemnify the Claimant for the full costs of his investigation of the Defendants' conduct in this matter and of this proceeding.

23. The Defendants breached the Contract and/or conspired one with the other or others of them to conduct the business affairs of the VREB in an oppressive and unfairly prejudicial manner towards the Claimant contrary to the Society Act in order to injure and did injure the Claimant's real estate and related business.

24. The Defendants breached and/or conspired one with the other or others of them to breach and/or interfere with the Contract and the Defendants did breach the Contract by engaging in activities to control the freedom of speech and the free dissemination and exchange of views and by threatening and harassing the Claimant and by abusing the VREB powers for the purpose and with the effect of injuring the Claimant's real estate and related business.

25. The Defendants breached the Contract and/or breached the Trust and/or conspired one with the other or others of them to and did breach the Trust reposed in them by the Claimant that he, as a long-time member in good standing of the VREB would be treated lawfully, equitably and fairly and not be discriminated against by being singled out and otherwise.

26. The Defendants breached the Contract and/or breached their duty and/or conspired one with the other or others of them to threaten and intimidate and did threaten and intimidate the Claimant and thus injured his real estate and related business.

27. The Defendants FRASER and CURTIS, as President and Vice-President/Acting President VREB, were negligent in not adequately, if at all, controlling and/or supervising the VREB staff in general and the Defendant MELANSON in particular.

28. The Defendant CURTIS improperly interfered with and/or conspired one with the other or others of the other Defendants to interfere with the Contract between the VREB and the Claimant with the object and/or the result of injuring the Claimant's real estate and related business.

29. The Defendant MELANSON improperly interfered with and/or conspired one with the other or others of the other Defendants to interfere with the Contract between the VREB and the Claimant with the object and/or the result of injuring the Claimant's real estate and related business.

30. By improperly allowing themselves to be swayed into availing themselves of the tender mercies of the Victoria Constabulary, by defaming, threatening, intimidating and denying the Claimant access to the VREB and by other associated overt and covert acts, all the Defendants herein individually generally and the individual Defendants FRASER, CURTIS and MELANSON in particular breached the Contract with and their duty, of fairness, fiduciary or otherwise to the Claimant.

31. Each of the acts specified in the preceding paragraphs herein was done by the Defendants on behalf of themselves and/or their co-conspirators in furtherance of the Defendants' conspiracy to injure the Claimant's real estate and related business and cause him emotional distress.

32. Despite repeated demands as of right, information in this matter has been willfully concealed/withheld by the VREB. Out of an abundance of caution, the Claimant therefore pleads the Limitation Act in general and the postponement of the running of time in particular.

33. There is evidence of malice on the part of the Defendants which is evidenced in part in statements made and/or actions taken by the Directors collectively and the individual Defendants FRASER, CURTIS and MELANSON and others in particular, details of which will be led at trial.

34. By reason of the matters aforesaid, the Claimant was greatly injured and continues to be injured in his said real estate and related business and has and continues to be put to considerable trouble, inconvenience and expense and has been and is suffering emotional distress and continues to suffer loss and damage including loss of past, current and future income, gains and profits, satisfaction and professional recognition.

Wherefore the Claimant claims:

1. General Damages;
2. Special Damages;
3. Punitive and Exemplary Damages;
4. Interest pursuant to the Court Order Interest Act;
5. Costs;
6. Full costs of the Claimant's investigation of the Defendants' conduct pursuant to the Competition Act;
7. Full equivalent legal costs of the proceeding herein pursuant to the Competition Act; and
8. Any further Order as to this Honourable Court may seem just.

