

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Tuesday, June 27, 2006 12:01 AM

Subject: Letter to AWINZ trustees

Dear Grace.

Further to our recent email exchanges, and to the observations that you have posted on your website, we felt that it may be worthwhile setting out a detailed response to the various issues that you have raised and invite you to consider them in detail, and to seek your own advice on them.

The letter has been sent out to you and to the other trustees of AWINZ Incorporated by post today. It was sent to the other trustees as it contains matters that are of relevance not only to yourself personally, but each of the other trustees also. It has also been sent to your ISP provider, as the letter contains matters relevant to that organisation.

I attach an electronic copy of Mr Neutze's letter. You have indicated previously that you have no capability to open pdf format documents. The software for doing so (Adobe Acrobat) is ubiquitous and can be legitimately downloaded without charge from numerous locations on the internet. Should you be unable or unwilling to do install this software, please advise, and I shall send you a copy in whatever format suits your current software capabilities.

I draw your attention particularly to the penultimate paragraph of the letter and urge you to take on board its sentiments. We are in no doubt that you are acting illegally, and to the detriment of our clients' interests. You run the very real risk of significant liability as a consequence. This is not a threat, or "bullying", as you might put it. It is a genuine attempt to relay our views in a rational manner and resolve this matter through negotiation, without recourse to the Courts.

We look forward to hearing from you.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>

Sent: Wednesday, June 28, 2006 9:37 AM

Subject: Re: Letter to AWINZ trustees

Grace, my apologies on David's behalf. He was in the midst of an office move Monday and Tuesday, and the documents became tied up with his secretary. I attach them now.

I am not sure what you mean when you refer to "reference material that proves that trust that you refer to is a legal entity". As discussed in the letter, all a trust needs in order to

establish is a trust deed.

You have asked in your email who we act for. As set out in the letter, we act for Mr Wells and for AWINZ.

You suggest that it is unlikely that you and AWINZ Incorporated will respond by the deadline that we have stipulated, as the trust does not have a planned meeting this week. Whether you respond or not is up to you and the other recipients of the letter. Should you choose not to do so, our instructions are to file the proceedings. Our client AWINZ has several proposed initiatives that are now being hampered by the fact that AWINZ needs to incorporate to facilitate them, and cannot do so, as your trust has already incorporated under AWINZ's name. You have been aware for some months now (if you were not aware at the outset of your campaign) that your actions are unlawful. There is no basis for further extended delays.

In the light of the fact that we did not include the attachments with the letter, however, we are prepared to extend the deadline until 5pm Monday, 3 July.

Finally, we are aware that Verisure Investigations is a separate entity to AWINZ Inc. However, any defamation proceedings that are filed will name Verisure as a party, as a number of the defamatory statements that were made against Mr Wells were contained in letters written by Verisure (or more accurately signed by you specifically on Verisure's behalf) and sent to Waitakere City Council. Verisure is therefore potentially liable with respect to those statements.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Wednesday, June 28, 2006 9:45 AM

Subject: Scanned Deed

It has come to my attention that my computer cut the "f" off the .pdf extension on the deed. This may have prevented you from opening it. Renamed copy attached.  
(Hardcopies are in the post)

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>

Sent: Thursday, June 29, 2006 11:29 AM

Subject: Re: resolution

Grace, I shall pass your email on to my clients, however I do not suspect that the position will change as a consequence. As far as we are concerned, your actions to date constitute a deliberate campaign to undermine and defame AWINZ and Mr Wells, to cast doubt on the legitimacy of AWINZ as an organisation and to damage the good will associated with the name of AWINZ. The organisation you have incorporated is illegitimate, in that it holds itself out as providing services which cannot provide; and amounts to nothing more than a transparent vehicle for expressing as publicly as possible the resentments that you and the other trustees appear to hold against our clients.

As such, we struggle to see any real point in extended discussions. The matter is black and white.

I have looked through the fact sheet document you attached. There is nothing in it with which I disagree. However it offers no support for your position. The fact that a charitable trust is unincorporated does not mean that it doesn't exist, or that it is incapable of establishing good will. Nor does it prevent the trust from bring proceedings to protect both its name as well as that good will. This was made clear to you in our letter. Again, we urgently suggest that you obtain sound legal advice on this matter. In our view, your confidence in your own view of this matter is badly misplaced.

Unless you hear otherwise, you can still assume that, in the absence of the undertakings sought, proceedings will be filed against both you and the other parties referred to in the letter upon the expiry of the stated deadline.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Friday, July 07, 2006 1:28 PM

Subject: Re: legal action

Grace, please see the letter attached which has been sent out by post today.

I do not wish to get into a debate about the merits of issuing a trespass notice to you. Suffice to say that had you not repeatedly asserted your "right" to come on to our property when it had been made clear to you that you were not welcome to do so, we would not have bothered. Further, the only reason the Police were involved was that you repeatedly refused to acknowledge receipt of the notice. This included you lying to a courier about your identity and lying about your ability to open pdf attachments.

As for your web host, I have not "harassed" them, as you suggest. I have simply expressed the view to them that your website contained defamatory material, and that the web host was potentially liable for continuing to publish it. I have no idea why you persist in the belief that pointing out to someone that they are breaching the law and are consequentially at risk of liability constitutes intimidation or harassment.

I also have no idea why you persist in asserting that the statements you have made about

AWINZ and Mr Wells are truthful. Whatever excuses you may have had for expressing a mistaken belief in the past are clearly without value or credibility now. You know full well that those statements are demonstrably false. Seemingly, however, you seem intent on that issue being tested before the courts. That is your choice.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Tuesday, September 19, 2006 1:56 PM

Subject: Re: Awinz trust

Yes Grace, we are still acting, and have asked our clients to provide all relevant documentation to us so that we can proceed to prepare a list of documents. As you will appreciate, this could be a reasonably significant exercise, with documentation about AWINZ and its formation and trading activities going back 6 years.

I presume that you are also in the process of preparing a list of documents? Specifically, we will be looking for disclosure of all documentation relating to the trading activities of AWINZ incorporated, together with details of any donations received; details of staff on contract to undertake services that are advertised, and their qualifications and experience; and copies of all correspondence that has been sent by you to any third party concerning any of the plaintiffs. If you are aware of any relevant documentation which is not in your power or control, you will need to disclose that so that third party discovery can be sought if required.

Obviously we have quite a considerable volume of correspondence from you to the plaintiffs and to third parties already, and will expect to see at least all of that correspondence in your list of documents.

As for the statement of defence to counterclaim, we are in the process of finalising that now (with respect to the plaintiffs) and are still waiting to see whether we receive instructions to prepare a statement of defence for the counterclaim defendant. I expect a statement of defence from the plaintiffs with respect to the counterclaim to be filed by the end of the week but cannot at this stage speak for the counterclaim defendant. The list of document should be prepared and filed within a fortnight, depending on when the information that we have sought from our clients can be made available to us.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: <[amy.crago@justice.govt.nz](mailto:amy.crago@justice.govt.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Monday, November 20, 2006 2:46 PM

Subject: Wells v Haden CIV-2006-004-001784

I refer to Mrs Haden's letter to the Court, forwarded by yourself to me on 16 November.

Mrs Haden seeks an adjournment of the hearing date for the strike out application until early March, citing as reasons:

- (a) A lack of adequate preparation time; and
- (b) Her perceived need to complete discovery.

With respect to discovery, His Honour Judge Everett has already indicated to the parties that discovery cannot be undertaken until the scope of the pleadings is known, that is, after the strike out application has been determined. Mrs Haden, in referring to discovery to be completed in February, appears to have not fully grasped this.

With respect to Mrs Haden's preparation for a 22 January 2007 hearing for an interlocutory application, the date was set on 3 November, nearly three months prior to the allocated date. While it is accepted that the Court may account for a three week Christmas break, this still allows approximately 9 weeks for preparation, which cannot be regarded as an unreasonable period for an interlocutory application.

It is notable in that respect that Mrs Haden has not suggested that she is unavailable for a hearing on 22 January, which is logical, given that she agreed to that date at the judicial conference held on 25 October.

While counsel does not wish to be obstructive, and understands the difficulties of preparing a case as a lay litigant, some perspective needs to be maintained. Seeking 5 months preparation time for an interlocutory hearing is not reasonable.

Further, the Court is respectfully reminded that the matters referred to in the plaintiffs' statement of claim remain outstanding, and the plaintiffs continue to suffer considerable damage to the development of their charity as a consequence of the defendants' ongoing actions. It is in the strong interests of justice that this matter not be allowed to drift in the manner sought by Mrs Haden. Even as matters stand, the resolution of the strike out application, followed by the discovery process and any additional interlocutories arising, is likely to take until at least early April to resolve, with the hearing to be set down after that time. Further delays beyond that point would be contrary to the interests of justice in this case.

Given all of these matters, Mrs Haden's application for an adjournment is accordingly opposed.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Friday, February 02, 2007 2:55 PM

Subject: Re: Wells v Haden CIV-2006-004-001784

Grace, I have forwarded on your email to the trustees of AWINZ. I have little doubt that their answer will be negative, but will relay that to you once received. I am away Tuesday, but if you have not heard from me before then, you can safely assume that we will be proceeding to complete the strike out hearing on Wednesday morning.

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----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Friday, February 23, 2007 8:10 AM

Subject: Re: resolution

Grace, we conveyed in Court the terms upon which our clients were prepared to accept settlement, which involved considerable concessions on our clients' part. After initially accepting that proposal, you reneged, placing the blame for doing so firmly on the shoulders of your co-trustees and exposing them to potentially significant costs awards in the process.

You then sent an email suggesting settlement on terms which, quite frankly, were a joke, and seemed more in the nature of deliberate provocation than any genuine desire to settle.

The Judge has given you a very clear "heads up" as to the risks you are facing, and has warned you in that context that the proceedings against you self evidently have merit.

Within that context, your repeated emails suggesting settlement are difficult to take seriously.

If you are serious about bringing these proceedings to an end, please treat the settlement offer previously made to you in Court, in addition to a significant contribution from you towards our clients costs to date, as a starting point. If you are prepared to do this, then I would recommend to my clients that there is at least a basis for discussions. Otherwise, I respectfully suggest that you should focus your attentions on preparing a case in support of your application for strikeout.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>

Sent: Monday, April 02, 2007 3:09 PM

Subject: Re: settlement

And I will pass it on to my clients for instructions.

As a broad point, I must note that our clients have previously made the basis upon which they would have been prepared to settle absolutely clear. You have repeatedly refused to accept that position. You have counter-offered at least once on terms that graphically illustrated how great the distance between you and our clients is in reality.

Even now, your email remains entirely vague as to whether you now accept our clients' previously stated position or not. You make no mention of the necessary undertakings and apologies that would form the foundation of any settlement. You refer again to "selling" your website, raising the spectre of your last suggested settlement offer which was soundly rejected. You suggest that costs lie where they fall, even though the Court has made it clear that there is a strong prima facie case against you and has already awarded substantial costs against you for the manner in which you have conducted your case thus far. In short, you actually offer very little, and ask a great deal.

As a direct consequence of your most recent refusal to accept settlement (at the hearing previous to the most recent one), our clients have now incurred several thousand dollars additional costs. You need to understand that such expenditure can only have one effect: to erode further any good will that might exist towards settlement. I would respectfully suggest, if you wish any suggestion of settlement to be taken seriously, you need to regard the previous offer made to you in Court as a starting point, and add to it a full contribution towards costs incurred from that date. While I certainly cannot speak for my clients on their response to such an offer, I may at least be able to work towards a favourable recommendation on my part.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>

Sent: Tuesday, April 03, 2007 3:12 PM

Subject: Re: settlement

I can only reiterate once more Grace: you have seen already the previously offered settlement, which included the two options for wording of an apology. Nothing has changed in that respect, except that there has now been several thousand dollars extra expenditure on the part of my clients which I imagine would need to be addressed as part of any offer of settlement on your part.

If you wish to negotiate settlement, please do so from that basis, detailing what parts of the proffered settlement you accept, and if there are any parts you don't accept, how you propose to address those issues. Any other approach is self-evidently a waste of my time and of yours.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>

Cc: "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>

Sent: Thursday, April 05, 2007 10:11 AM

Subject: Re: settlement

Grace, I have repeated myself enough. Unless you are prepared to take my advice and go back to the "agreement" brokered before the judge, (which you reneged on a week after agreeing to it), and use that as a starting point for any further offer on your part, I see no point in us corresponding further. There are no aspects of that agreement that I regard as being negotiable from the perspective of legally protecting my clients' interests. If there are any elements of the agreement that you regard as fundamentally unacceptable (and after four emails you still haven't done us the courtesy of identifying any) then I will not be recommending settlement.

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Nick Wright

Partner

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>;

<[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Mayor Bob Harvey"

<[Bob.Harvey@waitakere.govt.nz](mailto:Bob.Harvey@waitakere.govt.nz)>; "Denis Sheard" <[Denis.Sheard@waitakere.govt.nz](mailto:Denis.Sheard@waitakere.govt.nz)>

Sent: Friday, April 13, 2007 3:08 PM

Subject: Re: Animal welfare Institute Of New Zealand.

Grace, I cannot possibly recommend settlement on that basis. Nothing is cemented in. No undertakings are offered. You have refused the most generous terms of apology we could possibly draft. You have offered absolutely nothing towards the significant and unnecessary expenditure of funds that your actions have generated. Your repeated references to maintaining "confidentiality" together with your earlier threat of "going to the law society" leave me bemused. Neither I, nor my clients have anything whatsoever to hide. There is nothing in the least improper about any action I or Brookfields have taken in this matter. If you wish to waste your time by engaging in a fruitless complaint to the law society, please go ahead and do so. Just save me any more amateur dramatics.

We are awaiting sealing of the costs award by the Court and at this stage you can expect to be contacted by us for payment as soon as this is to hand. In the meantime, I am regarding this recent exchange of correspondence as being at an end.

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Nick Wright

----- Original Message -----



From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Denis Sheard" <[Denis.Sheard@waitakere.govt.nz](mailto:Denis.Sheard@waitakere.govt.nz)>; "Mayor Bob Harvey" <[Bob.Harvey@waitakere.govt.nz](mailto:Bob.Harvey@waitakere.govt.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>  
Sent: Monday, April 16, 2007 11:49 AM  
Subject: Re: donations to the Animal welfare Institute Of New Zealand.

Grace, I can only suggest, as I have suggested without success many times in the past, that you seek legal advice before heading down that road. While I can only surmise what new material you may be proposing to circulate, you should pause to consider that you have now had two law firms, one in-house counsel and two judges advise you that the positions you have repeatedly and aggressively advanced are ones which self evidently lack merit, and that you need proper, independent legal advice.

You are already in serious trouble. You have an \$18,000 Court costs order against you. The next step in the process is that a statutory demand will be issued to you. If you are unable to pay that demand (and there will be no room for staged payment), bankruptcy proceedings will follow. That will in turn open a claim by the official assignee into your matrimonial property (including your interest in the family home and all other matrimonial assets, irrespective of the fact that some may be in your husband's name) and any other funds open to you. If you are still unable to pay, the result will be that you are made bankrupt and your business wound up. I'm sure you are familiar with the serious ramifications that will have for you.

Further, the costs award is the tip of the iceberg. The defamation claims against you, which you unsuccessfully have attempted to strike out, are entirely serious. The damages sought are conservative, and well within what precedent would have enabled us to claim for on behalf of our client. You are convinced that you have a claim of honest opinion, but you appear to have a very simplistic view of the merits and strength of that defence, as you also had of the merits your own (failed) claim and strike out proceeding.

Your failures in that respect should have strongly brought home to you that you are out of your depth running your own defence in this matter and desperately require considered, independent and expert advice. If you continue to ignore that imperative, and proceed to engage in another round of fresh allegations, seeking to publish them as widely as you possibly can, the risks of you suffering an extremely damaging loss in the Courts will only increase. This is particularly the case given that you have now made clear that you are now making an ultimatum: "drop the proceedings against me, or I will publish material to your detriment". I can only comment that the courts traditionally take a very dim view indeed of such tactics.

As Judge Sharp made a point of telling you during the hearing, these proceedings have the very real potential to ruin your life. You need to take stock, and do so immediately. This is not a threat, or a bullying tactic. It is a simple statement of the facts as I see them to be, made to you in the hope that you will stop seeing this as a game and start doing everything you possibly can to extricate yourself from the position you now find yourself.

I have repeatedly set out for you the terms upon which I could recommend settlement. As you correctly point out, this is not a negotiation. I made that clear in my first email. The

terms are non-negotiable. You have already stated that three of the terms as stated, are unacceptable to you, being that:

- (a) you apologise in one of the two forms offered;
- (b) you make a significant contribution towards costs incurred to date (including payment of the full caosts of the Air Cadet Trust); and
- (c) the proceedings will remain on foot to ensure that the undertakings required are complied with.

As far as I am concerned, your refusal of those terms concludes the settlement discussion.

I sincerely hope that next time we correspond, it is through your appointed legal counsel.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Denis Sheard" <[Denis.Sheard@waitakere.govt.nz](mailto:Denis.Sheard@waitakere.govt.nz)>; "Mayor Bob Harvey" <[Bob.Harvey@waitakere.govt.nz](mailto:Bob.Harvey@waitakere.govt.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>

Sent: Monday, April 16, 2007 2:28 PM

Subject: Re: donations to the Animal welfare Institute Of New Zealand.

Grace, this isn't my decision to make. I will await instructions. Three points to note, however:

(a) When I referred in Court to the Air Cadet Trust's costs as being in the order of \$2000, I was relying on the recollection of what had been billed up to that point. There was however substantial unbilled time on the file, together with the time from the day(s) of the hearing. The figure subsequently provided to the Court in our memorandum, and awarded against you in the Trust's favour (\$6,806.72), represents the actual costs incurred by the AACT.

(b) In fairness, you cannot realistically expect the AWINZ trustees to swallow the costs incurred by them after you rejected this same deal in Court 6 weeks ago. They very reluctantly agreed, at my urging, to offer a deal at that point which would have seen costs lie where they had fallen. You initially agreed, then went back on this deal, causing them to have to go through with completing the strike out proceedings and seeking and securing a costs award against you. That action on your part cost AWINZ nearly \$7,000, every cent being unnecessary expenditure. In their shoes, I would be most unhappy with not being able to recover at least a reasonable contribution from you towards this.

(c) I now have instructions from my clients to proceed to seal the costs judgement and issue a statutory demand against you. It would therefore appear to me that this is email very much a "last throw of the dice" as far as potential settlement is concerned.

Do you wish to leave your settlement offer as it stands, in the light of my advice above?

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Denis Sheard" <[Denis.Sheard@waitakere.govt.nz](mailto:Denis.Sheard@waitakere.govt.nz)>; "Mayor Bob Harvey" <[Bob.Harvey@waitakere.govt.nz](mailto:Bob.Harvey@waitakere.govt.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>

Sent: Tuesday, April 17, 2007 9:57 AM

Subject: Re: donations to the Animal welfare Institute Of New Zealand.

Grace, so be it.

For the record, I have never done pro bono work for either AACT or AWINZ. I specifically explained that to the Court during the hearing, and reiterated it in the memorandum I lodged on costs. I have no idea what you think you have on tape.

With specific regard to AACT, I will repeat myself: when asked by the Court what costs had been incurred, I only had the two bills on file that had been rendered as a guide. I did not realise that there was approximately \$2000 of unbilled WIP on the file, which, together with bills previously rendered, the costs of that day's appearance, and the subsequent costs of preparing the costs memorandum, came to the sum referred to in my costs memorandum and awarded by the Court.

You have been provided with copies of the invoices, both for AACT and AWINZ. In the light of this, your email strikes me as implying fraudulent behaviour on the part of Brookfields. Is that in fact what you are asserting? If so, why don't you say it outright?

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Wednesday, April 18, 2007 3:36 PM

Subject: Re: donations to the Animal welfare Institute Of New Zealand.

Grace. You sent me an email setting out terms of settlement. I replied, suggesting that, given the circumstances, you may wish to consider making a stronger offer. You took offence and made a weaker offer instead. Do you realistically expect a positive response? My current instructions are to enforce costs. I understand from Mr Corlett that the Court has now decided that you should be offered a final chance to submit a memorandum on costs before issuing its final judgement. Perhaps you should focus upon that for the moment.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Denis Sheard" <[Denis.Sheard@waitakere.govt.nz](mailto:Denis.Sheard@waitakere.govt.nz)>; "Mayor Bob Harvey" <[Bob.Harvey@waitakere.govt.nz](mailto:Bob.Harvey@waitakere.govt.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>

Sent: Thursday, April 19, 2007 3:09 PM

Subject: Re: donations to the Animal welfare Institute Of New Zealand.

Grace, your email has provided some food for thought. While it seems clear that the proceedings as a whole cannot be settled at this stage, my clients may be open to discussion on some of the components of the proceedings.

As you are aware, injunctions are being sought that would have the effect of preventing you from continuing to use the name AWINZ, including:

- deregistering the name as a charitable trust (at which point it will be registered by our client immediately, a step that you have repeatedly insisted is highly desirable); and
- ceasing to use the website [www.awinz.co.nz](http://www.awinz.co.nz)

If you are willing to take these steps voluntarily, my clients may be amenable to:

- (a) offsetting against any costs award against you, the reasonable set up costs you have incurred to date and the reasonable costs of you registering your charity under a new name with a new domain name.
- (b) withdrawing those parts of the claim that relate specifically to the continued use of the AWINZ name. This may be able to resolve the entirety of the passing off and Fair Trading Act actions, although I would need to consider this more closely before advising this as a course of action to my clients.

If you are interested in this option, please advise, and I will seek formal instructions. Naturally, you would need to demonstrate a proper basis for the set off costs you would be claiming by way of offset, in order for that aspect of the proposed (partial) settlement to fly. If necessary, I am sure that my clients would provide, as a condition of any partial settlement agreement, an undertaking to immediately register AWINZ under the Charitable Trusts Act upon you vacating the name.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Mayor Bob Harvey" <[Bob.Harvey@waitakere.govt.nz](mailto:Bob.Harvey@waitakere.govt.nz)>; "Denis Sheard" <[Denis.Sheard@waitakere.govt.nz](mailto:Denis.Sheard@waitakere.govt.nz)>; "graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>  
Sent: Thursday, April 26, 2007 2:49 PM  
Subject: Re: settlement

Grace, I have no idea why you continue to copy in all and sundry into these emails. This set of proceedings is between you and our clients, the trustees of AWINZ. I'm sure that the level of interest in your emails held by third parties, including Kevin Hall and His Worship the Mayor, is, at best, minimal.

I have tried, on my clients' behalf, to give you the opportunity to settle this matter in entirety, on terms that were, in my view, extraordinarily generous. You rejected that. I then tried to offer you the opportunity to achieve partial settlement, again on terms that were fair and equitable.

Your email in response is nothing more than a mockery and an insult.

These settlement negotiations are at an end.

Please be advised that your accessing of the AWINZ accounts has been referred on to the Fraud and Security Unit at the National Bank. If there has been, or is in the future, any attempt on you part to interfere with the accounts of AWINZ, the matter will be referred to the police immediately.

We are currently giving consideration to whether your admission that you have accessed private account information on false pretences; and your ongoing threats of further publishing of defamatory material gives rise to a sufficient basis for our clients to seek an interim injunction against you. We will be reviewing this position in the immediate future, and you can expect to hear from us in due course.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Sent: Thursday, May 10, 2007 3:49 PM  
Subject: Re: settlement conference.

Grace, I've already explained on at least five occasions the terms upon which settlement might be possible. This does not go anywhere near meeting them. The terms have not changed. Please do not waste any further time on this.

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "Wyn Hoadley" <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>  
Sent: Friday, May 11, 2007 1:04 PM  
Subject: Re: settlement conference.

Dealing with several points in turn:

(a) The offer I floated concerning offsetting your set up costs for the name registration and moving your domain name to a new, replacement website and name relates solely to actual, invoiced costs that you can demonstrate were incurred in such actions. No other costs will be considered. You stated in a previous email that your set up costs were \$50,000. Given my understanding that charitable trust registration is free and that you appear to have adapted yourself the necessary application documents and trust deeds from existing AWINZ documents, I would be most interested to see how you intend to attribute any of that \$50,000 towards the registration process. As for the costs of changing your domain name, I am equally interested as to how this could involve expenditure on your part of anything like that sum.

(b) Your suggestion that you intend to "sell" the name and website to a third party, in the light of the proceedings against you, would appear to amount to a directly stated intention to pervert the course of justice. I formally request the name of the third party that you are in negotiations with, and strongly suggest that you seek legal advice on this point before you proceed to deepen your own position and seek to involve further participants into this unhappy process.

(c) Your suggestion that AWINZ should "buy" the website and name from you is frankly offensive, and will be brought to the attention of the Court in due course. You have co-opted the name of a legitimate charitable trust, have used that co-opted name in a campaign to attempt to undermine its credibility and hinder it from pursuing its aims. For you to suggest that you should be commercially rewarded for your actions, which are nothing short of disgraceful, is frankly abhorrent.

(d) We will prepare the affidavits you request, not because you have requested us to do so, but because they will form a natural part of the evidential basis for our clients' case against you when this matter proceeds to hearing, which it seems, at this stage, it will inevitably do so. These affidavits will be filed with the Court and served upon you in due course.

(e) The only reason why we have not yet served a statutory notice upon you for payment of costs is delay on the part of the Court in issuing a sealed judgment. Once at hand, this notice will be served immediately. If you are unable to pay within the requisite period, bankruptcy proceedings against you will be issued in turn. Please note that the majority of costs are against you personally.

(f) As a final, and relatively trivial point, you stated in your first email of this exchange that "As you may notice this is addressed to you only". Your decision to state that, yet choose to blind copy your email to others is both bemusing and, perhaps, provides an insight into your mode of thinking. I would normally accept such statements at face value. Are you intending to convey to me that nothing that you say should be treated in that fashion?

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "Wyn Hoadley" <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>  
Sent: Friday, May 11, 2007 4:42 PM  
Subject: Re: settlement conference.

Both Kevin Hall and David Neutze received your emails Grace. Both called me to specifically comment about it. I have not at this stage checked whether others also received them. I suggest that you double check your end.

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\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "IT\_Coordinators" <[it\\_coordinators@brookfields.co.nz](mailto:it_coordinators@brookfields.co.nz)>  
Cc: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Sent: Saturday, May 12, 2007 12:19 PM  
Subject: Re: settlement conference.

Hi guys. Please see attached. The emails in question arrived on my computer and on Kevin and David's computers on 10 May 3:34pm and 11 May 12:28pm. As you will see, Ms Haden asserts strongly that they were addressed to me solely. Can you please advise what happened with these?

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Sent: Monday, May 14, 2007 9:07 AM  
Subject: Re: Nick wright.

Grace, Kevin and David have been aware at each and every stage what is occurring on this file. Your assertions are based on ignorance of the law and legal process. Had you seen fit to seek your own legal advice at any stage of the process, you would have already discovered this.

Your ongoing threats to complain to the Law Society are tiresome and childish. Just do it, and cease this endless dull correspondence.

--

\*\*\*\*\*

Nick Wright  
Partner

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>; "David Neutze" <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "Wyn Hoadley" <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>  
Sent: Monday, May 14, 2007 10:08 AM  
Subject: Fwd: settlement conference.

Grace please see the explanation provided by our IT below. It appears that the issue is indeed at our end, and I apologise for any suggestion that you were being anything other than truthful in your email. In our defense, the server rule was put in some time ago and we had all forgotten about it (as you had been cc'ing David and Kevin on everything prior to last week's email).

I should have checked more thoroughly on this prior to responding, my apologies for that.

This, of course, is a very minor issue, and was noted as such in my earlier email, the rest of which stands 100%.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>  
Sent: Monday, May 14, 2007 10:14 AM  
Subject: Re: Nick wright.

Grace, I'm afraid that you do not get the opportunity to dictate who your opposing counsel is.

As I have said, the affidavit proof you have sought will be forthcoming in due course. How you respond to that is your business. Given your approach to date, and the costs you have caused, I would be greatly surprised if any of my clients were inclined to extend to you terms of settlement more generous than those that I have already suggested.

--

\*\*\*\*\*

Nick Wright



----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>

Sent: Monday, May 14, 2007 1:00 PM

Subject: Re: last attempt at settlement

Grace, I have already described as abhorrent your apparent desire to attempt to "sell" a name that your actions have been solely directed at undermining. While I await instructions, I see no reason whatsoever to alter my view in that respect.

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Tuesday, May 15, 2007 4:44 PM

Subject: Re: decision.

Correct.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Yvonne Lin" <[Yvonne.Lin@justice.govt.nz](mailto:Yvonne.Lin@justice.govt.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "David Neutze" <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>

Sent: Friday, May 18, 2007 12:16 PM

Subject: Re: CIV2006-004-1784 WELLS & ORS -V- HADEN & ORS

Please find attached our clients' memorandum with respect to the forthcoming settlement conference.

Original will be filed later today.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Cc: "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>

Sent: Monday, May 21, 2007 12:31 PM

Subject: Re: appearance in court of all plaintiffs.

Grace, not all of the plaintiffs are available. Those that can attend, will. This matter will certainly not be withdrawn tomorrow as a consequence. The documentation you request will take some time to organise, and is unlikely to be available for inspection tomorrow. As I have stated, affidavits will be prepared by the proper deponents attesting to the date of execution of the trust deed. They will be available in a few weeks.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Thursday, May 24, 2007 3:37 PM

Subject: Settlement proposal

Please see attached.

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Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>; "Tom Didovich" <[tomdidovich@slingshot.co.nz](mailto:tomdidovich@slingshot.co.nz)>

Sent: Friday, May 25, 2007 12:23 PM

Subject: Re: Settlement proposal

Dealing with your points in turn:

1. I do not understand what you are seeking here. Following a draft application in November 1999, which was, after some discussion, treated by the Minister as being final some months later, the unregistered charitable trust "Animal Welfare Institute of New Zealand" was certified as an approved organisation. The only thing of relevance that happened between the date the draft application was lodged and the organisation was approved was that the trust deed was executed. There is only one trust at issue here. What are you trying to get at? Surely you are not purporting to suggest that the trust you incorporated using the AWINZ name in 2006 is an approved organisation?

2. I will ask Neil where that duplicate copy is. Frankly though, this seems like a complete waste of time to me. Even if that document is no longer available for some reason it does not change the fact that the signatories to the agreement have stated that it was signed in March 2000, and that a duplicate original was signed then too.

3. The preparation of affidavits is expensive and time consuming. I will arrange to be provided to you the evidence that I would consider to be adequate proof to satisfy the Court as to the execution of the document, which is an affidavit from Mr Didovich, confirming that he knew each of the persons who signed the document, witnessed and

verified their signatures and the dates upon which that occurred. I understand that you have already spoken to all of the persons who signed who have told you verbally that the signatures on the documents are theirs. There is nothing in this, it is a complete waste of time and I am not prepared to waste any more money on it than that.

In this respect, I have already told you repeatedly that this line of inquiry is a dead end for you. Even if you could prove that the trust deed doesn't even exist (which of course it does), all that is needed to form a trust is a common intention of one or more persons. A trust can be formed verbally, or even by mere conduct alone. The trust deed itself is only needed to show proof of existence for certain purposes (such as, for example, opening a bank account). Accordingly, it wouldn't have even mattered if the trust deed had not been executed when the Minister approved AWINZ. Deed or not, it was an organisation, capable being certified as an approved organisation. This is what the judge was trying to tell you earlier this week. The Minister's approval is the beginning and ending of the proof required by the Court that AWINZ exists.

Again, any competent lawyer would have confirmed this for you, had you bothered to ask one.

Having said all that, I will provide you with the affidavit, if only to satisfy your curiosity. However, I will not allow this to meander uselessly while you seek greater and greater level of proof about irrelevancies though. If one affidavit is going to be insufficient for you, say so now. We will save the time and effort of preparing the affidavit and proceed direct to enforcement of costs and seeking a determination of the remaining issues by the Court ASAP.

I fail to see how any of the other documents/information that you request are in any way relevant to these proceedings. I am not wasting my time with this, or asking my clients to.

4. I called the third defendant the Haden trust in the settlement agreement to avoid confusion between AWINZ and your organisation. This is a necessary step in the drafting of these settlement documents. I will call it anything you like (other than AWINZ, or Animal Welfare Institute of New Zealand), but I am not going to use a name that has any potential to cause confusion, which your suggestion undoubtedly does.

5. The purpose of the \$12,000 payment is reparation for your actions. This is your obligation. You can fulfill it through paying via any person or organisation you wish, but at the end of the day, the debt lies with you.

Grace, this offer is lying on the table now, but I will not allow this to drift. If it becomes clear that it is not going to be accepted within the next few weeks, we will proceed to enforce the current debt and move on to the next phase of litigation. Once that happens, the time for discussion will be very much at an end.

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Nick Wright

----- Original Message -----

**From:** [Nick Wright](#)

**To:** [Grace](#)

**Sent:** Thursday, May 31, 2007 12:50 PM  
**Subject:** Fwd: AFFIDAVITS ATTACHED

As requested. As I recall this matter will be coming back before Her Honour Judge Cunningham this coming Tuesday. You have our client's offer of settlement. The matter is your hands.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Lisa Fisher" <[fisherl@brookfields.co.nz](mailto:fisherl@brookfields.co.nz)>; <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>  
Sent: Friday, June 01, 2007 11:33 AM  
Subject: Re: CIV 2006 004 1784: WELLS AND ORS v HADEN AND ORS

Grace. This matter is simple and straightforward. You have a sealed Court order requiring you to pay the sum referred to in Mrs Fisher's letter. You had the opportunity to appeal that order. You chose not to do so. Any issue that you now have about the merits of the order is irrelevant.

We have been instructed by AACT to pursue that debt against you, as we have been instructed to pursue the debt owed to AWINZ also, in the event that settlement does not occur by Tuesday. Mrs Fisher's letter is the first step of that process as far as the AACT debt is concerned.

As you have been told repeatedly, if you are unable or unwilling to pay the debt that you owe, we have instructions to commence bankruptcy proceedings against you. There is nothing even remotely inappropriate or unethical about any of this. It is standard procedure.

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\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Sent: Wednesday, June 06, 2007 11:17 AM  
Subject: Re: affidavitts

Of course, no problem. The affidavits will be filed in open Court, once the matter returns on the track to hearing.

You will gather from this that your settlement proposal, involving as it does another substantial renege by you on the tentative position brokered by the Judge, has been rejected. Detailed reasons for this will follow by way of memorandum to the Court to be filed today. You can also expect to receive before the end of the week a further letter from Mrs Fisher in relation to the outstanding \$12,000 owed by you to AWINZ.

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\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Neil Wells" <[Neil.Wells@waitakere.govt.nz](mailto:Neil.Wells@waitakere.govt.nz)>; "Wyn Hoadley" <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>  
Sent: Friday, June 08, 2007 10:42 AM  
Subject: Memorandum to Court

Attached

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Neil Wells" <[Neil.Wells@waitakere.govt.nz](mailto:Neil.Wells@waitakere.govt.nz)>  
Sent: Tuesday, June 12, 2007 4:27 PM  
Subject: Re: settlement.

Grace, as tempted as I am to provide a more fulsome response to this and your previous email, allow me to keep this brief. You have our settlement offer. You understand the terms upon which this matter can be resolved for good. I have told you that the terms are non-negotiable. The terms are generous and represent a small fraction of what you will become liable for if this matter proceeds further. The matter rests in your hands.

--

\*\*\*\*\*

Nick Wright  
Partner

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Neil Wells" <[Neil.Wells@waitakere.govt.nz](mailto:Neil.Wells@waitakere.govt.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Sent: Friday, June 15, 2007 9:59 AM  
Subject: Re: name change and questions

We don't insist on Court action Grace. The terms upon which our clients are prepared to settle have altered very little since June last year. The only thing that has changed is that you have caused the wastage of nearly \$30,000 of charitable funds in the meantime, of which we are trying to recover only a part. If you never had the ability to pay for your mistakes, you should not have proceeded.

I assure you that I will do everything in my power from this point to ensure that every cent of waste you cause will be brought home to you, and that the claim for damages against you will be pursued most strongly.

You may believe in your mind that there is no difference between \$18,000 now and \$150,000 in six month's time, but the math doesn't add up to me, particularly given that it already a certainty that you will have to pay that \$18,000 within the next few weeks or months anyway. It is your life, Grace. You decide how you want to live it, and what you wish to expend your energies on. Just stop bombarding me with rhetoric and empty threats while you are about it. Their entertainment value is palling.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Neil Wells" <[Neil.Wells@waitakere.govt.nz](mailto:Neil.Wells@waitakere.govt.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>;  
"graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Denis Sheard" <[Denis.Sheard@waitakere.govt.nz](mailto:Denis.Sheard@waitakere.govt.nz)>; "Mayor Bob Harvey"  
<[Bob.Harvey@waitakere.govt.nz](mailto:Bob.Harvey@waitakere.govt.nz)>; "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>  
Sent: Monday, June 18, 2007 12:06 PM  
Subject: Re: name change and questions

Our position has been repeated to you over and over again Grace. You will not receive any more responses from me to your diatribes.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Lisa Fisher" <[fisherl@brookfields.co.nz](mailto:fisherl@brookfields.co.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Sent: Monday, June 18, 2007 4:35 PM  
Subject: Re: CIV 2006 004 1784: Wells and ors v Haden and ors

Grace, how you choose to conduct your affairs is your business. Jointly and severally means that we can seek the entire debt from you, or from you and Verisure, or you and the trust, or all three, the decision is ours. At this stage, we see the key protagonist in this matter, and the person with the assets to make the exercise worthwhile as being you. That is why you will be the key person against whom the debt is sought to be recovered.

And the timing is simple. I asked Lisa to hold off until I felt that I had exhausted attempts at settlement. That point has now been reached, so I have asked Lisa to proceed.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: <[tariq.aziz@justice.govt.nz](mailto:tariq.aziz@justice.govt.nz)>; "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Neil Wells" <[Neil.Wells@waitakere.govt.nz](mailto:Neil.Wells@waitakere.govt.nz)>  
Sent: Tuesday, June 19, 2007 3:36 PM  
Subject: CIV 2006 004 1784: Wells and ors v Haden and ors

Please find attached a memorandum of counsel for the plaintiffs with respect to next week's judicial conference. Given the matters raised in the memorandum, it appeared to counsel that it would be of assistance to the Court to give Mrs Haden as much time as possible to formulate a response.

We would be grateful if this could be placed before Her Honour to be considered at her convenience.

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\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>  
Cc: <[neutze@brookfields.co.nz](mailto:neutze@brookfields.co.nz)>; "graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>;  
<[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>; "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>; "Lisa Fisher"  
<[fisherl@brookfields.co.nz](mailto:fisherl@brookfields.co.nz)>  
Sent: Thursday, June 21, 2007 3:14 PM  
Subject: Re: name change effected.

Grace, a number of points need to be re-emphasised here.

1. You, personally, are the main protagonist in this matter. The costs awards to date related to:

(a) Striking out a counterclaim that you brought, in your own name, as counterclaim plaintiff; and

(b) Defending an unsuccessful strike out that largely related to claims against you personally, or you in the guise of writing as a representative of Verisure or of AWINZ.

You are also the person who posts on the website, sends the emails which have caused all the trouble in this case and defends the other defendants in Court. It is completely proper and right that these costs be brought home to you.

2. You say that the AOST is a legitimate organisation with proper charitable purposes. We accept that at face value. As a charitable organisation itself, my clients' trust see no point in suing another charity for costs that were clearly incurred solely by your actions. Indeed, we see no point in suing another charity full stop, unless it is absolutely critical to protect our clients' interests. If the actions you have taken in changing the name have paved the way for our clients to register their trust's name under the charitable trusts register, that step will now be taken, and, as a consequence, it is likely that we will file an amended statement of claim that will drop AWINZ as a defendant (though as set out in

my memorandum to the Court this is dependent to some extent on what happens with the website).

This in itself is another reason to not pursue the costs award against AWINZ. It has complied with our requirements. You, on the other hand, have not. Neither has Verisure, in terms of the demands it has made.

So, no, we have no intention of issuing an invoice to AWINZ for costs. You are responsible for them, as you will also be responsible for the considerable costs and damages that will follow from this point. We have every intention of ensuring that you accept that responsibility.

3. You should not labour under the misapprehension that by changing the name of AWINZ you have rendered it immune from further Court action. If you use AOST as a vehicle for continuing your attacks, and anything it says constitutes defamation, it can be joined as a defendant. This applies also to the new owners of the [www.awinz.co.nz](http://www.awinz.co.nz) website, which I note remains unchanged. Those owners would be well advised to take advice as to whether any of the matters that they are publishing on the website are defamatory. If so, they are exposing themselves to potential liability.

4. The trademark "AWINZ" has not yet been registered. We therefore do not understand your advice that it has been sold. Your clarification of this point would be useful. Incidentally, an objection to that registration is currently being prepared, and we understand from our IP specialists that it is highly unlikely that registration will be achieved in the light of the current proceedings.

5. I have changed your email address on my records to the above one.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Animal Owners Support Trust" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>

Sent: Friday, June 22, 2007 10:29 AM

Subject: Re: name change effected.

Verisure has not complied by refusing to accept liability for costs, and advancing settlement on the basis that it is to be paid damages, which is frankly ridiculous. I remind you that you brought Verisure into this, by using the Verisure signature nameblock on defamatory emails that you sent. In doing so, you sought to add weight to the credibility of your claims by making them in the guise of a private investigator and director of a company, rather than simply just as a private individual. That is why Verisure was added as a defendant, and that is why Verisure will remain a defendant.

I have no idea why you continue to labour under the misapprehension that you have done everything you have been asked to do. I must have told you 15 or 20 times the terms upon which settlement of this matter can be achieved. You seem deliberately deaf and blind to



them. I am done beating my head against a brick wall.

What is absolutely clear to me is that you are anything but ready to walk away from this and get on with your life. You continue to play stupid games with your website, and concoct spurious sales to unknown third parties, who I virtually guarantee are nothing more than straw men built by you. If this is not the case, I challenge you to state who the "new owners" are and disclose the full basis for the sale.

Further, you continue to post your material on another website anyway, rendering completely false any gesture of good will that you are seeking to make by removing material from the awinz.co.nz website.

You said in Court, Grace, that you wanted to move on and forget all of this. If so, why do you balk at providing undertakings to the Court? Why do you continue to pursue your frivolous aims when it should have been clear to you long ago that there is simply no substance in anything you have alleged? Has it even occurred to you yet that you have made a terrible, life altering mistake, and that your judgment in this matter has been severely clouded by your resentment and hatred?

I am not going to be distracted by any of this, and I am not going to waste time chasing shadows of "new owners" and changed names. You are responsible, you are going to pay for what you have done, and no amount of manoeuvring on your part is going to change that.

There is only one vendetta going on here. It is yours. My role is simply to do everything within the power of the law to put an end to it.

And one final point, Grace. I have no idea why you think I told the Court that I am acting pro bono on this. I have provided invoices to you and to the Court of fees charged to AWINZ, and paid by that organisation. What you are asserting as a consequence is that I, and Brookfields, are deliberately lying to the Court. I put it to you once more: do you accuse me of this? If so, put your money where your mouth is and say so. Otherwise shut up.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Animal Owners Support Trust" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>

Cc: "Neil Wells" <[Neil.Wells@waitakere.govt.nz](mailto:Neil.Wells@waitakere.govt.nz)>

Sent: Friday, June 22, 2007 2:05 PM

Subject: Re: name change effected.

Incidentally, I see that the website is now purported to be run by "Animal Welfare Institute of New Zealand Ltd". So, this is the "third party" that you have sold the website and the pending trademark to. Gave me a good laugh, but I am disappointed that you weren't able to get at least one of your supporters to act in your stead as the sole director and shareholder. Having some real new parties might have broken the monotony!

The good news is that I see at this stage nothing that could be described as defamatory on the website (though some of the material does admittedly go close), so I am glad to see you have learned something through this whole process. The bad news is that there is no way that this matter can be settled while you continue to use the AWINZ name, for whatever purposes, and it therefore looks like some additional pleadings are going to be needed to join AWINZ Ltd. Ultimately, however, this amounts to nothing more than additional costs that you will need to pick up.

Looking forward to advising the Court next week on latest developments. I'm not sure that it will find your latest actions as entertaining as I do though.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Neil Wells" <[Neil.Wells@waitakere.govt.nz](mailto:Neil.Wells@waitakere.govt.nz)>; <[hoadley.consultants@xtra.co.nz](mailto:hoadley.consultants@xtra.co.nz)>;  
"graeme coutts" <[graemecoutts@ix.net.nz](mailto:graemecoutts@ix.net.nz)>; "Animal Owners Support Trust"  
<[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>  
Sent: Friday, June 22, 2007 2:43 PM  
Subject: Re: name change effected.

I have nothing further to add. You have the proposed settlement documentation. Further costs have been incurred since then. Subject to picking up those costs, I would imagine that the settlement offer remains open.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Animal Owners Support Trust" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>  
Sent: Tuesday, July 03, 2007 1:16 PM  
Subject: Away from officepayment.

I am out of the office for on holiday until 11 July. I will unfortunately not be contactable during that time. Please direct any urgent queries to my secretaries Carolyn or Patsy on 9792144.

Regards, Nick

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Animal Owners Support Trust" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>  
Cc: "Neil Wells" <[Neil.Wells@waitakere.govt.nz](mailto:Neil.Wells@waitakere.govt.nz)>  
Sent: Wednesday, July 11, 2007 11:16 AM  
Subject: Re: payment.

This will not happen. I have explained at length why this is the case. I note that the deadline for payment of outstanding sums is tomorrow. Can we expect payment to occur?

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Animal Owners Support Trust" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>

Sent: Friday, July 13, 2007 11:47 AM

Subject: Re: AHA

Seen the whole thing already Grace. Most entertaining, but very old (and incorrect) news indeed as well as being a transparent case of patch protection by the AHA. Still, you can believe whatever you like. Certainly nothing I have ever said to you seems to have sunk in.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: <[tariq.aziz@justice.govt.nz](mailto:tariq.aziz@justice.govt.nz)>; "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>

Cc: "Neil Wells" <[neil.wells@xtra.co.nz](mailto:neil.wells@xtra.co.nz)>

Sent: Friday, July 13, 2007 3:01 PM

Subject: CIV 2006 004 1784: Wells and ors v Haden and ors

Please find attached a memorandum of counsel for the plaintiffs with respect to the directions made by Her Honour Judge Sharp on 28 June 2007.

We would be grateful if this could be placed before Her Honour to be considered at her convenience.

--

\*\*\*\*\*

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Animal Owners Support Trust" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>

Sent: Monday, July 16, 2007 9:36 AM

Subject: Re: CIV 2006 004 1784: Wells and ors v Haden and ors

It seems fairly likely at this stage that when we proceed to hearing we will not be proceeding against the trust at all. As I have said before, with respect to the passing off proceedings, the trust was a key defendant because of its name. That situation has resolved itself. The central matters we are proceeding with relate to defamation, and seeking various injunctions against you. Although the trust remains a defendant in the defamation case, it was very much just a mouthpiece for you at the relevant time, so there is little to gain in having it as a separate defendant.

It is for these reasons also that we are not looking to the trust for payment of outstanding costs. It is not the one primarily responsible for these costs. You are. I have explained this repeatedly to you, but you seem unable to take it on board for reasons that I cannot comprehend.

I have also explained repeatedly why the same reasoning does not apply to Verisure. By sending emails from Verisure, you purported to act in your professional capacity as private investigator and director of Verisure, and in that way sought to add credibility to your statements. As such, it is Verisure that must take legal responsibility for those statements made on its behalf.

As a final point, I would note that the resolution of the present proceedings seems unlikely at this stage to be a happy one. As such, I am assuming that you will be continuing your campaign unabated into the future. That is obviously your right. In that respect, I note that I see little or nothing on the current [www.awinz.co.nz](http://www.awinz.co.nz) that could be described as defamatory, though if you were in the mood to take advice, I would, were I you, be very careful about what you say about judicial officers, either directly or obliquely. We will obviously continue to keep a close eye on it. You would be wise to assume that my clients will adopt a zero tolerance approach to further publishing of defamatory comments in the future. You may feel at this stage that you have nothing left to lose. I assure you that this would be a foolish assumption.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>

Cc: "grace" <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>

Sent: Saturday, December 08, 2007 11:45 AM

Subject: Several things

Grace, I note that the Court's timetable for exchange of evidence sets tomorrow (Sunday) as the day for filing and exchange of our evidence. That is obviously an error. Neil's affidavit is complete, and he is now putting together the various annexures. As I will be out of Auckland next week, I have left the job of filing and serving it with him. I expect that you will receive it by Tuesday.

We are also going to file one other affidavit, from Graeme Coutts, which will simply attach your recent email exchange with him, together with transcripts and audio files of two telephone messages that you have left on his answering machine. As you already know exactly what those are, there are no surprises there. That affidavit will also be filed early next week.

Can I ask whether it is your intention to meet the Court's timetable by filing your evidence by 31 January? Given your previous correspondence with the Court concerning your holiday intentions, it does seem to be a date that will create difficulties for you. If you

were to write to the Court asking for an extension to (say) 29 February, I would consider agreeing to that, subject only to gaining an understanding of the scope of evidence that you wish to call, and hence whether any reply evidence may need to be filed. I will leave that with you.

Finally, I have recently discovered that our debt collection team "dropped the ball" on pursuing the costs claim against you and Verisure, and didn't follow through the initial demand with the subsequent required steps. That will unfortunately delay resolution of that aspect of the dispute. While I was initially tempted to try and squeeze this in before Xmas, it does seem better to me to let things cool down a little and reinitiate that aspect of the dispute in February/March. I trust that this strikes you as the better course also.

Yours sincerely

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Tariq Aziz" <[Tariq.Aziz@justice.govt.nz](mailto:Tariq.Aziz@justice.govt.nz)>; "grace" <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>

Cc: "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>

Sent: Friday, January 25, 2008 4:01 PM

Subject: Wells v Haden CIV-2006-004-001784

Hello Tariq. Please see attached a memorandum of counsel. Apologies for delayed response.

A second of affidavit from Mr Wells, together with the original of this memorandum, follow by post.

Finally, the technical problems associated with Mr Coutts's affidavit (referred to in the memorandum) have now been sorted out and his affidavit will be filed early next week.

We look forward to the Court's response.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Tariq Aziz" <[Tariq.Aziz@justice.govt.nz](mailto:Tariq.Aziz@justice.govt.nz)>; "Grace Haden"

<[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>

Cc: "grace" <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>

Sent: Thursday, January 31, 2008 2:14 PM

Subject: Wells v Haden CIV-2006-004-001784

Please see a further brief memorandum in relation to this matter.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "tariq Aziz" <[Tariq.Aziz@justice.govt.nz](mailto:Tariq.Aziz@justice.govt.nz)>; "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>  
Cc: "grace" <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>  
Sent: Monday, February 11, 2008 3:47 PM  
Subject: Affidavit of Graeme Coutts

As previously discussed. original follows by post.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Tariq Aziz" <[Tariq.Aziz@justice.govt.nz](mailto:Tariq.Aziz@justice.govt.nz)>; "grace" <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>; "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>  
Sent: Tuesday, February 26, 2008 3:29 PM  
Subject: Wells v Haden CIV-2006-004-001784

Please see memorandum attached. I would be grateful if you could bring this to the attention of the allocated judge.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
To: "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>; <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>; "Tariq Aziz" <[Tariq.Aziz@justice.govt.nz](mailto:Tariq.Aziz@justice.govt.nz)>  
Sent: Wednesday, March 05, 2008 11:21 AM  
Subject: Re: Wells v Haden CIV-2006-004-001784

I'm sorry Tariq, I find the direction a little ambiguous. Has Her Honour simply referred the memoranda to the presiding judge to determine prior to 13 March, or is the direction that the plaintiff's request for a pre-hearing conference is to be dealt with on the day of the fixture itself? If the latter, how is that intended to work?

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Thursday, March 06, 2008 8:58 AM

Subject: Re: donations to the Animal welfare Institute Of New Zealand.

Grace, you should understand perfectly why this matter did not settle. All you need to do is look in the mirror.

For the record, I do not intend to waste any further time responding to anything you send, unless it is a document filed with the Court and provided to me by way of service.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>; <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>; "Tariq Aziz" <[Tariq.Aziz@justice.govt.nz](mailto:Tariq.Aziz@justice.govt.nz)>

Cc: "Laura Waite" <[Laura.Waite@justice.govt.nz](mailto:Laura.Waite@justice.govt.nz)>

Sent: Monday, March 10, 2008 4:13 PM

Subject: Re: CIV-2006-004-1784 Wells -v- Haden

Please see memorandum attached. I would be grateful if this could be placed before His Honour.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Tariq Aziz" <[Tariq.Aziz@justice.govt.nz](mailto:Tariq.Aziz@justice.govt.nz)>

Cc: "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>; <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>

Sent: Tuesday, April 15, 2008 4:25 PM

Subject: Wells v Haden CIV-2006-004-001784

Dear Tariq,

Please find attached by way of filing the plaintiffs' submissions in reply.

Please advise His Honour that the plaintiffs do not request further hearing time in relation to this matter, but counsel would of course make himself available at short notice if His Honour felt, on reflection, that the parties could offer any further assistance to the Court.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

To: "Grace Haden" <[animalownerssupport@gmail.com](mailto:animalownerssupport@gmail.com)>; <[grace@verisure.co.nz](mailto:grace@verisure.co.nz)>;

"Tariq Aziz" <[Tariq.Aziz@justice.govt.nz](mailto:Tariq.Aziz@justice.govt.nz)>

Sent: Friday, May 30, 2008 8:18 AM

Subject: Wells v Haden CIV-2006-004-001784- Application for Review

Please find attached the plaintiffs' notice of opposition and memorandum in support of notice of opposition.

An original, together with a case bundle, will be filed and served early next week.

--

\*\*\*\*\*

Nick Wright

----- Original Message -----

From: "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>

To: "Grace Haden" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>

Sent: Wednesday, October 11, 2006 11:43 AM

Subject: Fwd: Vivienne wright.

Grace

Please see below comment from Nick Wright in regard to your E mail last evening .

regards

Kevin Hall

\*\*\*\*\*

Kevin Hall

Chief Executive Officer

Brookfields Lawyers

Auckland, New Zealand

DDI +64 9 979 2121

Mobile 021 715 931

email [hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)

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-----  
Date: Wednesday, 11 October 2006 10:57 AM  
From: Nick Wright <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>

I will pass on Grace's email to Viv. You can advise Grace that her intention to call Viv as a witness is noted, and that it has never been intended that Viv will be acting as counsel in this matter. Her role is limited to assisting on document production and research functions. There is therefore no problem with her continued involvement on the file in terms of the Rules of Professional Conduct.

--

\*\*\*\*\*

Nick Wright  
Partner  
Brookfields Lawyers  
3 Osterley Way  
MANUKAU CITY  
Phone - +64 9 262 2145  
Fax - +64 9 262 3875  
Mobile - 029 200 7720  
email - [wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)  
<http://www.brookfields.co.nz>

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If you are not the intended recipient: please do not copy, use or disclose this communication; please notify us immediately by email (to [law@brookfields.co.nz](mailto:law@brookfields.co.nz) or press reply) or by telephone (64 9 379 9350) and then delete this email.

Where this is a communication unrelated to the business of Brookfields, Brookfields does not accept any responsibility for its contents.

On Wednesday, 11 October 2006 8:46 AM, Kevin Hall <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)> wrote:

>Forward of latest email from G Haden  
> Can you please copy me the reply , if you choose to make one .  
> ty  
> K  
>  
>I am in receipt of an email from Nick Wright who advised that  
>Vivienne is representing AWINZ unincorporated as a barrister.  
>  
> I would like to inform you that I will be requiring her as a  
>witness as she proved that defamatory information was being

>spread By the second plaintiff Wells, she proved this by  
>repeating an untrue statement which had previously been made by Wells.  
>  
>  
>I believe that rule 8.06 of the RULES OF PROFESSIONAL CONDUCT  
>FOR BARRISTERS AND SOLICITORS covers this situation.  
>Could you please see that Vivienne Wright Removes herself from these proceedings  
>Regards  
>Grace Haden  
>trustee AWINZ  
>  
>

----- Original Message -----

From: "Kevin Hall" <[hall@brookfields.co.nz](mailto:hall@brookfields.co.nz)>  
To: "Grace Haden" <[grace@awinz.co.nz](mailto:grace@awinz.co.nz)>  
Cc: "Nick Wright" <[wright@brookfields.co.nz](mailto:wright@brookfields.co.nz)>  
Sent: Monday, October 02, 2006 9:40 AM  
Subject: Fwd: statement of defence

Following is a reply to your email this morning.

Regards  
Kevin Hall

>From Nick Wright.

Thanks for bringing this to my attention Grace. I left instructions for the statement of defence to be filed and served on Friday while out of the office. Unfortunately, it seems that that what was filed was a draft, not the final document. I am replacing the document with the correct one this morning. Please do me the courtesy of destroying the draft incorrectly sent to you once the final arrives. The draft will be of no relevance to these proceedings.

I see that you remain intent on the idea that there is something improper about the manner in which Brookfields is conducting these proceedings. For the record, this is denied. Brookfields is acting on this matter. Some aspects of it will however be undertaken on instructions from Brookfields by my wife, who is now acting as a barrister. She has chosen to offer her time pro bono. That is the extent of it.

For the record also, I have never "had my wife harass you on behalf of my client". The sole instructions I have relayed to my wife related to undertaking work on the file. Her actions with respect to contacting you initially and exchanging emails with you had nothing to do with me (or Brookfields for that matter) whatsoever.

I am the solicitor handling this file. Whether you direct correspondence to me or not, it will come to me and I will be the one dealing with it. I will also be the person directing correspondence and documents in these proceedings to you.

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\*\*\*\*\*

Nick Wright