

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

STEWART A. GREEN

PLAINTIFF

AND:

**PREMIER MANAGEMENT SERVICES LTD.
JEROME SCHNEIDER**

DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff is a businessman who resides at 1111 - 1580 Makaloa St., Honolulu, Hawaii, U.S.A.
2. The Defendant, Premier Management Services Ltd. ("Premier"), is a company apparently incorporated under the laws of Hongkong which has an office in B.C. at 12th Floor, 1190 Hornby Street, Vancouver, B.C.
3. The Defendant, Jerome Schneider ("Schneider"), is a businessman who has a office at 12th Floor, 1190 Homer Street, Vancouver, B.C.
4. On or about February 15, 2000, the Plaintiff, on the recommendation and advice of Schneider, entered into a retainer agreement with Premier relating to the establishment of a private international bank in the Republic of Nauru (the "Retainer Agreement").

5. The Retainer Agreement provided in part that Premier would provide advice to the Plaintiff and perform all necessary work to incorporate, licence and obtain a charter for such a bank and that the Plaintiff would pay a retainer to Premier in the sum of \$40,000.00 U.S. funds (the "Retainer") relating thereto.
6. The Retainer Agreement also provided that it would be governed by and interpreted in accordance with the laws of B.C.
7. On or about February 16, 2000, the Plaintiff paid the Retainer to Premier by wire transfer to Premier's bank in Vancouver, B.C. at the direction of Premier.
8. At all material times, neither Premier nor Schneider was a practicing lawyer as defined by s.1 of the *Legal Profession Act*, R.S.B.C. 1998 (the "LPA").
9. Schneider and Premier have engaged in the practice of law as defined in s.1 of the *LPA* in relation to the Plaintiff as particularized in the Retainer Agreement and otherwise, *inter alia*, by:
 - (a) giving legal advice to the Plaintiff including advice regarding the law relating to corporations, trusts, banks and taxation;
 - (b) agreeing to place at the disposal of the Plaintiff the services of a lawyer;
 - (c) making offers to the Plaintiff to do the matters referred to in subparagraphs (a) and (b); and
 - (d) making representations to the Plaintiff that they were qualified and entitled to do the matters referred to in subparagraphs (a) to (c).
10. At all material times, Premier and Schneider were prohibited from engaging in the practice of law pursuant to s.15 of the *LPA*.

11. In the premises, the Retainer Agreement was and is void for illegality.
12. Further, the Retainer was paid by the Plaintiff to Premier by mistake on the basis that Premier and Schneider were authorized by law to enter into and to carry out the Retainer Agreement.
13. Neither Premier nor Schneider were authorized by law to enter into or to carry out the provisions of the Retainer Agreement.
14. The Plaintiff is entitled to recover the Retainer from Premier as monies had and received by Premier to the use of the Plaintiff.
15. The Plaintiff has demanded repayment of the Retainer from Premier but Premier has refused to comply with the Plaintiff's demands.
16. At all material times, Premier has carried on business in and from B.C.
17. Premier has not registered with the Registrar of Companies of B.C. as an extra-provincial company as required by s.297 of the *Company Act*, R.S.B.C. 1996.
18. At all material times, Schneider has acted as an agent for Premier within B.C.
19. Pursuant to s.313 of the *Company Act*, Schneider is personally liable to the Plaintiff for all debts and obligations of Premier owed to the Plaintiff.
20. As of April 19, 2000, the Retainer had a value of \$58,644.00 Canadian funds.

WHEREFORE, THE PLAINTIFF CLAIMS against the Defendant, Premier Management Services Ltd., for the following:

- (a) Judgment for the sum of \$58,644.00 Canadian funds as at April 19, 2000;
- (b) Such further and other relief as to this Honourable Court may seem just.

WHEREFORE, THE PLAINTIFF CLAIMS against the Defendant, Jerome Schneider, for the following:

- (a) Judgment for the sum of \$58,644.00 Canadian funds as at April 19, 2000;
- (b) Such further and other relief as to this Honourable Court may seem just.

Place of trial: Vancouver, B.C.

DATED: April 19, 2000


Solicitor for the Plaintiff

This Statement of Claim is filed by Alexander S. Angus of the law firm Scarlett Manson Angus, solicitors for the Plaintiff whose place of business is 1200 - 777 Hornby Street, Vancouver, B.C. V6Z 1S4 Tel: 604-684-4777