



ODTOJAN BRYL
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Public Notice

Disclaimer: The information provided below is supported by what transpired in the Sydney District Court and NSW Court of Appeal court proceedings based on court transcripts, affidavits, representations, documents and legal resources (legislation, rules etc). The notice is subject to change and amendments as more information and documents may be made available. Documents can be accessed in the hyperlinks provided.

Odtojan Bryl Lawyers, Ms Odtojan and Mr Bryl have been defamed and framed in the NSW Court of Appeal judgments of Justices Leeming and Kirk (Mr Miles Condon SC case), and Justices Basten and White (Mr Nicolas Ford and Mr Thomas Glynn's cases) where OBL was never mentioned in the limited procedural leave to appeal hearings (approx. 1.5 hour) and where Ms Odtojan's and Mr Bryl's careers have been threatened. The substantial facts, representations recorded in the judgments were not ventilated at the hearing. The justices recorded evidence they created for the defendants (who were not at the court hearings nor did they give any evidence to support the recordings made by the justices in their judgments). The justices have threatened and intimidated a victim and witnesses, who are yet to give evidence and have recorded in their judgments that there is no evidence, disregarding witnesses, the documents put to them and the law including the Evidence Act 1995 (NSW) (EA), in particular, s 91 EA. The Justices were given notice by Ms Odtojan in her Affidavit, in her written submissions and in her emails to the Justices of their conduct of recording facts, representations and evidence which were either not ventilated at the court and/or created by the Judges. Justices Basten and White went as far as applying the Credit Code to a non-existing contract. No contract was before them at the court hearing, yet they refer to the contract in the judgment. This is a public interest case of great importance. Notices, correspondences, and reports from 2016 onwards will be made public.

WHITE COLLAR CRIME

A white collar crime is a non-violent act involving deception, typically committed by a business person or public official.



What is this notice about?

- Over a decade of on-going alleged fraud/improprieties by Credit Corp and its lawyers, Mr Carlos Toda of Certus Partners / Piper Alderman, which pertain to indictable offences, administration of justice offences, impersonation of legal practitioners, concealment of criminality/improprieties, corruption, circumvention and contravention of the national credit laws, court rules/processes, which stem from the alleged original act by St George Bank of its non-compliance with the credit laws where it failed to form a credit card contract and provided an [unsolicited credit card](#). The unsolicited penalties alone attract approx. \$2.5M under the *ASIC Act*, payable to the Commonwealth of Australia. This is just one case of many.
- For the period of 2016 to date, reports were made to NSW Office of Legal Services Commissioner (**OLSC**) and Professional Standard Department (**PSD**) of the Law Society of NSW who systematically closed those reports without investigation of the reported legal practitioners/persons who engaged in acts set out above. Reports were also made to the Independent Commission Against Corruption (**ICAC**), to former Attorney General (Mr Mark Speakman) and former NSW Governor-General (Mr David Hurly). Notices were given to Credit Corp CEO Mr Thomas Beregi and Board of Directors of Credit Corp, to St George Bank, Westpac Banking Corporation and more. [<See Reports Below>](#)
- Credit Corp and its lawyers Certus Partners (principal Mr Carlos Toda) /Piper Alderman lawyers (partners Ms Anne Freeman and Mr Florian Ammer) had allegedly perpetuated the fraudulent act by St George Bank (**STG Bank**) relying on false representations of a non-existing credit card contract. STG Bank and Credit Corp letters record 'you are in breach of the contract', a contract they are aware does not exist. The said lawyers signed and filed a statement of claim in the NSW Local Court recording that Credit Corp has legal rights to make a claim under a credit card agreement, misleading the court of the nature of their claim under a credit contract. No cause of action (the specific terms breached/defaulted under their alleged contract) are pleaded in the claim. See [<Credit Corp/Piper Alderman Statement of Claims>](#)
- The NSW Local Court proceedings *Odtojan v Credit Corp* (2014/00219407) is a Australian case of great public importance as it reveals that there is an alleged established covert unlawful *modus operandi* by an ASX-listed public company, Credit Corp Group, through its incorporated legal practice, using the court system across Australia, to obtain judgments based on false claims with patterned conduct of pleading credit contract as a mere statement that the contract is the credit card number or credit loan number and where there are no specific terms breached under the alleged contract (cause of action). This case demonstrates the extent of fraud/improprieties that will be committed in the NSW Local Court Sydney, NSW Supreme Court Costs Assessment Process, the NSW District Court and NSW Court of Appeal. Once the judgment is fraudulently obtained, further acts of fraud are perpetuated in order to conceal the original fraud by officers of the court, Credit Corp lawyers Piper Alderman (7 lawyers and paralegals) /Certus Partners (Mr Carlos Toda and Ms Kelly Witts)/ Counsels Mr Sebastian Hartford Davis (Banco Chambers) and Mr James Willis (Eight Selborne Chambers), St George Bank, Westpac Banking Corporation, barrister Mr Nicolas Ford (Coram Chambers / previously Edmund Barton Chambers), principal solicitor Mr Thomas Glynn (Glynns Lawyers) and Senior Counsel Mr Miles Condon (New Chambers).
- Credit Corp, a publicly listed company, with its lawyers has created a *modus operandi* of in the form of a syndicate enriching themselves by committing systemic acts of fraud against the public who can be individuals/ businesses/ deceased estates etc across Australia, where the said syndicate uses the court system to obtain judgments by making false claims pleading they have legal rights to make claims under credit contracts. By engaging in the said fraud, they avoid and circumvent credit laws and applicable multi-million dollar penalties under the *ASIC Act*, *Australian Consumer Law* (ACL), *National Credit Protection Act 2009*, and *National Credit Code*.
- The NSW Court of Appeal (**NSWCA**) (Justices Leeming, Kirk, Basten, and White) and District Court judges (Judge Norton and Judge Ainslee-Wallace) and Judicial Registrar James Howard have all disregarded evidence/documents and applicable legislation including the *Evidence Act 1995* (NSW) (**EA**), its sections s 55, s 91, omitting material facts, issues and/or evidence/documents put before them.
- A contempt of court for past 9 (nine) years in non-compliance with the Notices to Produce and Court orders by Credit Corp/Piper Alderman lawyers/Mr Sebastian Hartford Davis (who signed Notice to Produce dated 17 Dec 2015 which became an order of the court). The notices ordered production of the credit card contract, legal authority, applicable insurance contract/policy and more. These notices and court orders were raised before the judges in the District Court and NSWCA. The said notices were disregarded and omitted in their respective judgments. NSWCA Justices created a narrative contrary to what transpired in the Local Court proceedings.
- The following three proceedings before the NSWDC and NSWCOA pertain to civil tort damages cases against three legal practitioners, a Senior Counsel, barrister and principal solicitor, who are alleged to have committed fraud against their client, their alleged conduct is recorded in their respective statements of claims (see links below), as follows:
 - a. *Odtojan v Nicolas George Ford* (DC 2022/00242555 ; NSWCOA 2023/131242) - Barrister of Coram Chambers / previously Edmund Barton Chambers - See [Statement of Claim against Mr Nicolas George Ford](#)

b. Odtojan v Thomas Patrick Glynn (DC 2022/00273977; NSWCOA 2023/131229) - Principal Solicitor of Glynn's Lawyers, based in Tasmania/Sydney - See [Statement of Claim against Mr Thomas Patrick Glynn](#)

c. Odtojan v Mile Kevin Condon (DC 2022/00273980; NSWCOA 2023/103644) - Senior counsel of New Chambers - See [Statement of Claim against Mr Miles Kevin Condon SC](#)

- The above defendants, Mr Ford, Mr Glynn and Senior Counsel Mr Condon, in summary, are alleged to have committed fraud against their client. See [paragraph 7](#) below and the respective statements of claim via above links.
- A party to proceedings (a witness and a victim of the alleged fraud/criminality pleaded in her personal civil tort-damages claim), is threatened in court proceedings, for exercising her legitimate civil, legal and constitutional right to make a claim in the NSW District Court against her former legal representatives (who are above-mentioned), and for exercising her legal right to seek leave to appeal (permission to have leave hearing in the NSWCA) appealing an interlocutory order/judgment by District Court Judge Norton.
- The party's career as a legal practitioner, her business (law practice), and her marriage/family has been threatened, implicated, and defamed where such matters (business, legal profession, marriage etc) were not mentioned/ventilated in the procedural leave to appeal hearings nor was it put to the party to answer, yet the NSWCA justices Leeming JA and Kirk JA (Mr Condon SC case), and Basten AJA and White JA (Ford and Glynn case) made such recordings in their respective judgments, by ambush. See below.
- This is a public interest case where there is a denial of access to justice and where judicial officers/officers of the court are alleged to have engaged in conduct which constitutes interference with the administration of justice and which undermines the integrity of the courts and the legal profession.
- Judicial and court officers interfering with the the administration of justice, not limited to the following:
 - Judicial Registrar interfered with the prescribed timeframe for defences to be filed and attempted to dismiss the plaintiff's three separate statement of claims against Mr Ford, Mr Glynn and Mr Condon SC before those statements of claims were served on Mr Glynn and Mr Condon SC and before the parties were heard at the first court mention. See [District Court Judicial Registrar James Howard](#)
 - Threatening and discrediting witnesses before they can give evidence and where there has been no final hearing. The defendants never attended the court proceedings in the District Court and NSWCOA, nor did they file/give any evidence.
 - A party to proceedings being threatened for exercising her legal and constitutional rights to make a claim against her lawyers who have statutory, legal, fiduciary and contractual obligations to their client. The client/legal practitioner contractual relationship is disregarded and not recorded in the District Court and NSWCA judgments.
 - Recording facts, representations and evidence, by ambush, in judgments, which were not ventilated in the procedural and leave to appeal hearings and creating narratives and evidence for the benefit of the defendants, where there is no evidence in support.
 - Advocating and giving evidence for the respondents. Recording in judgments, representations and evidence for the defendants where no evidence was given by the respondents, who were not present during the court hearings.
 - Disregarding and/or omitting relevant material facts, issues, documents/evidence, the applicable legislation (credit laws, such as the *National Consumer Credit Protection Act 2009 (NCCPA)*, *National Credit Code (NCC)*, and *Evidence Act EA*).
 - Circumventing and contravening s 91 EA. Determining issues of fact based on the opinion of another judge/judgment. The judges in the District Court and NSWCA have been put on notice of s 91 EA prohibiting reliance on the opinion of a judge in previous proceedings, however, they all proceeded to circumvent and contravene s 91 EA, which is against their judicial duties and against the administration of justice.
 - Determination of issues of fact/evidence/credit which is beyond the jurisdiction of a procedural/leave to appeal hearings. Such determinations can only be made at a final hearing.
 - Respondent's lawyers impermissibly giving evidence at the bar table without producing any evidence in support. The judicial officers and Judicial Registrar not addressing the issues when put to them about the respondent's conduct, condoning the respondent's lawyers conduct of misleading the court and not asking them to respond to the issues raised about their conduct nor asking the respondent's counsels to produce evidence in support of their statements made to the court regarding the contract.
 - Disregarding and omitting side-by-side evidence of respondent's lawyers tampering with court documents. Tampering court documents is an offence under [s 317 of the Crimes Act 1900 \(NSW\)](#).
 - Recording there is no basis /evidence for allegations in the applicant's claims where the Justices did not go through the extensive allegations in the three claims of approximately 25 pages (Condon SC), 40 pages (Mr Glynn) and 50 pages (Mr Ford) and where it is not the jurisdiction of the leave to appeal hearing to address evidence.
 - Wilful omissions in the judgments of the material facts, issues, documents/representations and evidence in support of the plaintiff's claims which was put to the DC Judges and NSWCA Justices in the procedural/leave to appeal hearings.
 - The applicant and her advocate referred to the regulatory body, OLSC, using their profession of legal practitioners against them with their business and livelihood threatened where such matters were not ventilated nor put to the plaintiff /advocate to answer at the limited procedural leave to appeal hearings.

- A person who makes an accusation intending a person to be the subject of an investigation of an offence, knowing that other person to be innocent is an offence under [s 314 of the Crimes Act 1900 \(NSW\)](#).
- Judges' oath: 'Australian judicial officers take before appointment includes a promise: "[to] do right to all manner of people according to law without fear or favour, affection or ill will" (Steven Rares, *What is a quality judiciary?* https://www.ajoa.asn.au/wp-content/uploads/2014/09/P04_02_26-Potential-document-on-Australian-Judiciary.pdf para 26 p28)
- It is against the administration of justice and against ethical and judicial duties for a judge to record any facts, representations and/or evidence that was not ventilated at the hearing they presided. Neither, can judge create any narrative, facts nor evidence or record in their judgment matters that are not relevant to the case or go searching for information to use against a party to proceedings to record *ad hominem* attacks on a party in their judgment.
- Any false recording on a legal instrument, a judgment, is a very serious matter, and capable to constitute an administration of justice offence under [Part 7 Crimes Act 1900 \(NSW\)](#).
- The judicial officer who made such alleged false records on the judgment cannot continue to be in their judicial public office. Judicial officers have made an oath in their appointment to the judiciary, to act with honesty, are to be in good fame and character and to uphold the laws and the administration of justice. The public should never have to doubt the integrity and honesty of a judicial officer. **Judges have a positive obligation and must report themselves if they have engaged in conduct that is dishonest and which undermines their judicial duties and integrity of the courts and the administration of justice. They cannot continue to be in judicial positions once they engaged in dishonest conduct.**
- For the protection of the public and integrity of the courts and legal profession, **we call for the said judicial officers to report themselves to authorities and remove themselves from judicial office** - where the Judges are fully aware of their conduct which goes against the administration of justice and are alleged to have recorded false facts, representations and created narrative and evidence for the benefit of the defendants, concealing the defendants' alleged fraudulent conduct involving indictable offences.
- Judgments in the District Court and NSWCOA proceedings, uniformly disregarded the evidence/documents in support of the plaintiff's claim, the Evidence Act 1995 (NSW), particularly [s 91 EA](#), the credit laws (NCCPA and NCC) and recording facts, representations and evidence not ventilated and/or nor put to the party in the interlocutory/leave to appeal hearings.
- The various reports made to legal regulatory bodies, OLSC and Professional Standard Department (**PSD**) of the Law Society of NSW, not limited to the following, for the period 2016 to 2019:
 - In 2016 - Mr Florian Ammer and Mr Matthew Mennilli of Piper Alderman Lawyers report to OLSC on Ms Odtojan during Local Court proceedings (*Odtojan ats Credit Corp* (2014/00219407) (**LCProceedings**), using Ms Odtojan's profession as solicitor in her personal civil case, knowing she is a litigant in person (**LIP**). OLSC referred the complaint to the PSD, despite Ms Odtojan not in professional capacity and a LIP, exercising her right to defend Credit Corp's claim alleging they have a claim under a credit card contract/agreement.
 - Piper Alderman made the complaint as Ms Odtojan gave notice of the issue of the existence of their alleged credit contract and their misleading conduct at the court about the existence of a credit contract which they repeatedly failed to produce, notice was also given to Mr Adan Carpenter of Credit Corp.
 - PSD held on to the complaint throughout the local court proceedings despite their guidelines that they do not undertake a complaint whilst court proceedings are on foot.
 - PSD closed the complaint after the proceedings concluded and determined that MS Odtojan was a LIP and was not acting in capacity of a solicitor with the solicitors rules not applicable.
 - In 2016, in reply submission to Mr Ammer's Piper Alderman's complaint above-mentioned, notice was given to PSD, amongst many issues, that Credit Corp/Piper Alderman's barrister, Mr Sebastian Hartford Davis, assisted Ms Natalie Miller to impersonate a legal practitioner (an 'instructing solicitor') in the LCProceedings.
 - Mr Hartford Davis misled the court by referring to an unqualified person, Ms Miller (paralegal of Piper Alderman/JP) as his 'instructing solicitor' throughout court proceedings including the two day final hearing. Ms Miller, an unqualified person, sat at the bar table impersonating an instructing solicitor and also touched/tampered with evidence, which was tendered as evidence/exhibit.
 - PSD did not investigate the issues raised by Ms Odtojan and returned Ms Odtojan's written report and did not keep a copy for their record. PSD condoned Mr Hartford Davis and Ms Miller's conduct. Ms Miller was given the green light to mislead the NSW Legal Profession Admission Board (LPAB) of her fitness to practice and the Law Society of NSW every year she renewed her practicing certificate since the date of her admission on 22 June 2018.
 - In 2017 - Ms Odtojan report to OLSC on Mr Carlos Toda and Ms Kelly Witts of Certus Partners (Credit Corp lawyers) regarding their undertaking to produce their alleged credit card contract as pleaded in their statement of claim.
 - OLSC did not refer the complaint to PSD and closed the complaint stating the lawyers's representation that they will provide the credit card contract alleged in their statement of claim was not an undertaking.
 - To date, Mr Toda of Certus Partners (Credit Corp's incorporated law practice) continues to plead credit contracts/agreements having no such contacts and with no cause of action in Credit Corp's statements of claim which are filed in the courts throughout Australia affecting the lives of many Australians.

- 2018 - [Ms Odtojan report to OLSC and PSD on Piper Alderman Lawyers](#) with [annexes](#) (7 lawyers and 2 law clerks impersonating legal practitioners) which also incl. the conduct of Mr Sebastian Hartford Davis, Mr Nicolas Ford, Mr Thomas Glynn and Mr Miles Condon SC.
 - The allegations raised in Ms Odtojan's statement of claim filed in 2022 are already known by the OLSC and PSD.
 - Ms Odtojan has been consistent in these allegations since her report was made to the OLSC and PSD in 2018.
- 2018 - Ms Odtojan's report to OLSC/PSD on Piper Alderman employees paralegal Ms Natalie Miller and law clerk Mr Owen Nanlohy for conducting acts of unqualified persons impersonating legal practitioners, acting as an instructing solicitor (Ms Miller) and a barrister (Mr Nanlohy). The complaint was not investigated and closed. Mr John McKenzie, Legal Services Commissioner, answered on behalf of Ms Miller /Mr Nanlohy condoning their conduct even though Mr Mckenzie/OLSC had no jurisdiction to determine the matters of [unqualified persons](#) and had a duty under the *LPUL* Act to refer such matters to the Professional Standards Board of the Law Society of NSW for their investigation.
- The report on Ms Miller and Mr Nanlohy was also made with PSD, who closed the report without investigation. The letter from PSD signed by Mr William Sit, investigation officer/litigation officer stated that PSD, '*has determined that the matters will not need to be taken any further*'.
 - PSD had disregarded s 10 of the *LPUL* NSW '*Prohibition of engaging in legal practice by unqualified entities*'. The Law Society website also provides the penalties for an unqualified practitioner:
 - The maximum penalty for engaging in unqualified legal practice is a fine of 250 penalty units [\$27,500 on 1 July 2015] or imprisonment for 2 years or both.
 - The maximum penalty for an entity that holds itself out as entitled to engage in legal practice is 250 penalty units.
 - Note: PSD officer, Mr William Sit, who closed the complaints on Ms Miller and Mr Nanlohy, now works at the Office of the Director of Public Prosecutions. Mr Nanlohy later misled Legal Profession Admissions Board of NSW that he is fit and proper person and was admitted as a solicitor in NSW. As of to date, Mr Nanlohy practices as a barrister in Victoria.
- 2018 - Ms Odtojan reports to the Hon. Peter Hall QC, Chief Commissioner of Independent Commission Against Corruption (**ICAC**) on Magistrate Sharon Freund.
 - For recording false statements of fact in the judgment, merely stating a credit card contract exists, recording it approx. 75 times in the judgment, where there is no evidence of a credit contract before her and no contract was produced throughout the Local Court final hearing in 2016.
 - Unlawful judgment based on non-existing credit contract where the Magistrate had no evidence of such credit contract.
 - The Magistrate could not identify nor refer to any evidence to support her judgment recording a credit contract when Ms Odtojan sought by email for the Magistrate to clarify the contract relied upon by the Magistrate in her judgment.
 - The Magistrate had given judgment for Credit Corp and gave costs and indemnity costs for \$230,000+ based on unfounded statement of fact that a contract exists without any evidence of such contract, and materially relying upon the mere representations of Mr Ford (instructed by Mr Glynn) at the bar table in the LCProceedings that contact documents were provided to Ms Odtojan on 12 January 2015 where there was no evidence in support of such statement by Mr Ford.
- 2018 - Ms Odtojan's report/notice to the Costs Committee of NSW Supreme Court in relation to the conduct of the costs assessor, Mr Peter Rosier with the attention of the report to Chief Justice of NSW Bathurst and Justice Brereton.
- 2019 - Ms Odtojan's report/notice to Attorney General mr Mark Speakman and NSW Governor-General reporting Legal Services Commissioner Mr John McKenzie for his conduct of disregarding the evidence and the reports made to his office and not investigating the matters giving rise to criminal conduct of Piper Alderman lawyers. The various reports/notices as above-mentioned **were all closed without investigation** by the regulators and/or those who were given notices and had jurisdiction/powers to act upon the notice/reports where there were insurmountable evidence provided to them.
- All of Ms Odtojan's reports will be made public for public interest/awareness/education and for the protection of Ms Odtojan and Mr Bryl who has been threatened, framed and defamed and their business and livelihood threatened for uncovering a systemic fraud of a syndicate operating in a billion-dollar industry perpetuating financial/legal fraud using the Australian courts to obtain judgments under false premises of credit contracts which do not exists and perpetuating and committing further fraud on the victims(s) when they discover the fraud committed against them. This case of great public importance as the acts of Credit Corp and its lawyers affect the families, the community, the economy, the legal industry, and the development of law.
- Defamatory articles by Lawyers Weekly (LW) based on NSWCA justices. LW fails to disclose to the public its commercial relationships with the Defendant's legal representatives/law firms who have implicated themselves in the Ms Odtojan's civil cases - Piper Alderman in the LCProceedings (their conduct reported to the OLSC/PSD) and DLA Piper conduct of tampering with court documents and misleading the court that contract is based on 'secondary documents' where there is no evidence and such representation is contrary to their own client's written appeal advice expressly recording reliance on a credit contract. Lawyers Weekly regularly promote articles written by Piper Alderman and DLA Piper.

- Ms Valerie Griswold, director of Professional Standards Department (PSD) of the Law Society of the NSW has interfered with the legal practitioners' practising certificates based on her unfounded statements of fact of findings of misconduct/prior misconduct recorded under a regulatory body's office letterhead, circumventing and contravening the established process under the LPUL. See [letter to Ms Griswold by Ms Odtojan](#) and [Letter to Law Society NSW Council and President](#) - Call for action on paragraph [25].
- [A call for action - reform for the credit related matters to be dealt by the specialised Tribunal and more.](#)

SUMMARY

1. Odtojan Bryl Lawyers (**OBL**), Ms Marie Odtojan (**Ms Odtojan**) and Mr Artem Bryl (**Mr Bryl**) have been implicated and framed in the NSW Court of Appeal (**NSWCA**) leave to appeal judgements of Justices Mark Leeming and Jeremy Kirk (Mr Miles Condon SC case) and John Basten and Richard White (Mr Nicolas Ford and Mr Thomas Glynn cases).

2. Ms Odtojan (a party to the proceedings, a victim and witness of the alleged fraud/improprieties of the three legal practitioners respondents) and Mr Bryl (also a witness) has their profession, as legal practitioners, and their law firm, OBL, implicated in the NSWCA published judgments. Their profession threatened and used against them in Ms Odtojan's personal civil tort-damages proceedings. The following proceedings were commenced in Aug-Sept 2022:

a. Odtojan v [Nicolas George Ford](#) (DC 2022/00242555 ; NSWCOA 2023/131242) - Barrister of Coram Chambers/ previously Edmund Barton Chambers - See [Statement of Claim against Mr Nicolas George Ford of Coram Chambers / Edmund Barton Chambers](#)

Legal representatives - Barrister: [Mr Bernard Lloyd](#) of 9 Wentworth Chambers.
Solicitors: [Mr Jonathan Newby](#) and [Mr John Georgas](#) of Colin Biggers and Paisley.
Mr Ford's Professional Indemnity Insurer was not involved these proceedings.

b. Odtojan v [Thomas Patrick Glynn](#) (DC 2022/00273977; NSWCOA 2023/131229) - Principal Solicitor of Glynn's Lawyers, based in Tasmania - See [Statement of Claim against Mr Thomas Patrick Glynn of Glynn Lawyers](#)

Legal representatives - Barrister: [Ms Anne Horvath SC](#) of Banco Chambers.
Solicitors: [Ms Elizabeth Lough](#) and [Mr Baron Alder of Moray & Agnew](#) (NSWCA LAHearing), and former solicitors: Mr Nicholas Andrew and Ms Belinda Marshall of Barry Nilsson.
Mr Glynn's Professional Indemnity Insurer was not involved these proceedings.

c. Odtojan v [Mile Kevin Condon](#) (DC 2022/00273980; NSWCOA 2023/103644) - Senior Counsel of New Chambers - See [Statement of Claim against Mr Miles Kevin Condon SC of New Chambers](#)

Legal representatives - Barristers: Mr Anthony McInerney SC and Ms Winnie Liu of New Chambers.
Solicitors: Mr James Berg and Sarah Li Yee Lien of DLA Piper, Counsels Mr Anthony McInerney SC and Ms Winnie Liu of New Chambers .
Mr Condon SC's Professional Indemnity Insurer was not involved these proceedings.

3. Odtojan Bryl Lawyers (OBL) was never mentioned at the procedural hearings in the District Court and NSWCOA. Neither was Ms Odtojan's profession ventilated and raised as an issue and put to Ms Odtojan to answer at the NSWCA leave to appeal hearings, however, OBL, and Ms Odtojan's profession including Mr Bryl's are recorded in the judgment, casting aspersions and criticisms on Ms Odtojan and Mr Bryl which were not put to them to answer at the hearing. They were not heard on the matter nor gave evidence at court. Such recordings in the judgments were recorded by ambush.

4. Justices Leeming and Kirk had used their office to search Ms Odtojan's other personal civil cases not related to Mr Condon's case. An unrelated 2019 case was recorded in their judgment, by ambush. The 2019 case is a separate, different case against Credit Corp/Piper Alderman which raised serious issues of Piper Alderman backdating/changing their attendances in their invoices particularly changing Ms Natalie Miller's attendances, amongst others, where they changed the recorded attendance of Ms Miller 'instructing counsel' to 'attending conference' to cover up her conduct of impersonating a legal practitioner where she misled the court in the Local Court proceedings in 2016. She was referred to as an 'instructing solicitor' by Credit Corp's counsel Mr Sebastian Hartford Davis when he was aware she was not a solicitor and encouraged her to sit at the bar table despite being an [unqualified person](#). Ms Miller, had also touched and circled evidence and tendered it up at the final hearing before Magistrate Freund. This was by direction of Mr Hartford Davis (court transcript 18 and 19 July 2016).

5. NSWCOA justices have impermissibly went beyond their powers and jurisdiction in a limited procedural leave to appeal hearings, where parties are only allocated 20 mins to present their leave to appeal grounds/argument. The justices have:

- Determine an issue of fact - the existence of a credit card contract. This issue, being one of many issues, can only be determined at a final hearing where all evidence including witnesses' evidence are before a trial judge. In identifying there is an issue of fact, it supports that Ms Odtojan has a triable case for a final hearing.
- Recorded in their respective judgments that there is no basis/evidence for Ms Odtojan's allegations in her claims. Such recording in the judgment is based on the justices mere opinion. The documents/evidence put to

them are disregarded including side-by-side evidence of tampering with documents. This was not a substantive final hearing and not all evidence was before the Justices at the leave for appeal hearings. Such hearings cannot determine evidence nor issues of fact, rather only limited to address the leave appeal grounds/arguments raised by the parties in their filed application/responses.

(c) Omitted in their respective judgments, the material facts and issues put to the Justices by the Applicant, the law, pin particular National Consumer Credit Protection Act 2009, Evidence Act 1995 (NSW) (EA). s 91 EA. The Justices omitted to record that the defendants were not present at court, did not give any evidence nor filed defences (Mr Nicolas Ford, Mr Thomas Glynn and Senior Counsel Mr Miles Condon). The three defendants did not attend any of the court hearings, the pleadings were not closed, and evidence was yet to filed/given at a final hearing. Ms Odtojan (witnesses and victim) and Mr Bryl (witness) was not put on the stand to give evidence any of the court hearings in the DC and NSWCA.

(d) On the premise that there was no basis/evidence and using Ms Odtojan's (a victim and witness) and Mr Bryl's (witness) profession as a legal practitioners, the Justices (Kirk/Leeming and White/Basten) referred the papers in the leave to appeal hearing, to compel the regulatory body, the Office of the Legal Services Commissioner (**OLSC**) to investigate Ms Odtojan and Mr Bryl whilst proceedings are ongoing in the District Court on all three matters and where there was no final hearing.

6. Mr Ford, Mr Glynn and Mr Condon SC, provided legal services to Ms Odtojan in 2016. The allegations raised against the respondents extensive conduct are set out in their respective statement of claims (SOC). See [Mr Ford's SOC](#) [Mr Glynn's SOC](#) and [Mr Condon's SOC](#)

7. In summary, the said respondents' conduct is not limited to the following and was not recorded in the leave to appeal judgments, as follows:

(a) Mr Ford (a barrister of Coram Chambers /previously Edmund Barton Chambers) approached Ms Odtojan and was retained based on his representations that had credit law experience and would argue the issue of the existence of the alleged credit card contract/agreement as pleaded in the statement of claim by Credit Corp and its lawyers, Mr Carlos Toda of Certus Partners and Piper Alderman lawyers, Ms Anne Freeman and Mr Florian Ammer. Credit Corp's claim pleaded no cause of action, there was no specific breach of terms/default under their alleged contract that was provided in its claim and neither did they record that the contract they pleaded was under the applicable credit laws, NCCPA/NCC, ASIC Act and ACL. See [Credit Corp statement of claim \(SOC\)](#) / [Credit Corp's amended SOC](#).

(b) For the period 5 November 2014 to March 2016, there were [Notices to produce and Court orders for production](#) of the alleged credit contract, credit insurance contract, authority to engage in financial agreement among other documents. However, at the final hearing on 18 and 19 July 2016, Mr Ford and Mr Glynn (who Mr Ford insisted Ms Odtojan to retain), went against their client's case (the client's case of disputing the existent of contract issue), and gave evidence at the bar table, without any supporting evidence, representing to the court that the contract exists and was received by their client on 12 January 2015 (Court transcript 18 and 19 July 2016. The conduct is easily discoverable from the Local Court transcript, as Judge Norton in the 16 February 2023 interlocutory hearing stated in court that Mr Ford ran a different case to his client's (Ms Odtojan) case.

(c) Credit Corp/Piper Alderman's counsel, Mr Sebastian Hartford Davis, who knows Mr Ford as they studied together at the Bar course, conducted the Local Court final hearing with an unqualified person, Ms Natalie Miller, paralegal/justice of peace of Piper Alderman, who sat at the bar table and impersonated a legal practitioner throughout a two day hearing. Mr Hartford Davis referred Ms Miller throughout the Local Court proceedings and at the final hearing as an 'instructing solicitor'. Mr Hartford Davis directed Ms Miller at the bar table (allowed by Magistrate Sharon Freund), to touch/tamper evidence given by Ms Odtojan, to circle Ms Odtojan's signatures and that sheet of paper was then tendered as evidence/exhibit (based on court transcript, witness and video of the court hearing and Piper Alderman's invoice where they backdated and changed their account records of Ms Miller attendances from 'instructing counsel' to 'attending conference' among other acts of backdating and changing recorded attendances in their invoices).

(d) At court, on 17 December 2015, Mr Hartford Davis consented and signed a Notice to Produce which became a court order for Credit Corp to produce the credit contract and other documents contained in the said notice. The said Notice signed by Mr Hartford Davis is contrary to Mr Ford's representation to the court that 'contract documents' were provided to Ms Odtojan on 12 January 2015. Such Notice to Produce signed by Mr Hartford Davis is also contrary to his client's evidence given by the witness Mr Adam Carpenter during his cross-examination, agreeing with Mr Ford that Ms Odtojan received the contract on 12 January 2015. Mr Carpenter gave evidence that the interest rate was pursuant to the credit contract without any evidence of such contract and where both counsels Mr Ford and Mr Hartford Davis never identified nor produced evidence of any contract at the two day hearing.

(e) Magistrate Freund did not have any evidence of a contract before her and no cause of action (breach of contractual terms) was proven. The Magistrate relied on the mere statement by Mr Ford and on non-contractual document such as

internal bank card collection form amongst other non-contractual documents, and made her judgment recording the case is a 'credit card contract' without any evidence of a contract before her. The Magistrate made a judgment in favour of Credit Corp and made costs orders and indemnity costs (approx. \$230,000+) based on Mr Ford's mere statement that his client received 'contract documents' on 12 January 2015. Mr Ford has aligned that date with Piper Alderman's offer of compromise of the same date to ensure that Credit Corp receives maximum indemnity costs against Mr Ford's client, all based on Mr Ford's false representations at the bar table.

(f) After the Local Court hearing/judgment, on 12 Sept 2016, a day before the 28th day for the appeal timeframe expired, Mr Ford with Mr Condon SC (who Mr Ford insisted Ms Odtojan to retain for appeal advice) at a conference in New Chambers with Ms Odtojan and Mr Bryl - Mr Condon SC confirmed with Mr Ford that that there was no credit contract produced nor ventilated at the final hearing.

(g) Later on the same day, Mr Ford with Mr Condon and Mr Glynn in their written appeal advice and draft summons expressly recorded their reliance on a contract, however, they failed to identify and produce a contract in support of their appeal advice and draft summons and no contract was provided to Ms Odtojan.

(h) There is subsequent conduct by the three respondents after the appeal advice in correspondences with Ms Odtojan and in the costs assessment process as set out in their respective statement of claim. For example, Mr Ford fabricated his account documents to implicate and record Odtojan Bryl Lawyers (**OBL**), as his instructing solicitor/firm and removed/omitte any record of Thomas Glynn of Glynn's Lawyers (the solicitor he insisted Ms Odtojan retains as solicitor in her matter). There are unaccounted trust funds where Mr Glynn recorded trust funds paid to Mr Ford, however, Mr Ford's accounts statement has no records of any trusts funds received from Glynn's Lawyers. Mr Ford made false records in his accounts such as payment from OBL by cheque when no such payment was ever made. Mr Ford never acknowledged Mr Glynn/Glynn's Lawyers in his written submissions in the costs assessment process.

(i) For almost 8 years, despite repeated requests, Mr Ford, Mr Glynn and Mr Condon SC have uniformly failed and continue to fail to identify and produce the credit contract in support of their written appeal advice and draft summons and in support of Mr Ford's and Mr Glynn's representations in court at the Local Court hearing in 2016 that credit contract was provided to their client on 12 January 2015.

8. Ms Odtojan exercised her legitimate civil legal and constitutional right to seek leave, from the NSWCOA, to appeal the interlocutory orders made by District Court Judge Sharron Norton (**Judge Norton**). The interlocutory hearing was in relation to the three respondents notice of motion made under rule 13.4 (Summary dismissal - vexatious and frivolous) and rule 14.28 (strike out claim/pleadings) *Uniform Civil Procedure Rules 2005 (UCPR)*. **Judge Norton did not dismiss the claims under 13.4 UCPR.**

9. The three respondents did not attended any of the court hearings in the District Court and NSWCA proceedings. The respondents did not file defences, the pleadings were not closed, and substantive evidence was yet to be filed for a final hearing and witnesses were yet to be called to give evidence.

10. The NSW Court of Appeal and District Court judges have been given notice that they have recorded representations/evidence/facts on behalf on the respondents in their respective judgments where no evidence nor submissions were given by the respondents (Mr Ford, Mr Glynn, and Senior Counsel Mr Condon). The Judges had omitted evidence, law and material facts and issues which was put before them at the hearing in support of the Plaintiff's case.

11. The interlocutory hearing was held on 16 February 2023 in the NSW District Court, presided by Judge Norton. The following is a summary:

(a) There were three matters before Judge Norton, four parties (applicant and three respondents) but **only one party**, Mr Condon SC counsel, Mr Anthony McInerney presented his case/submissions at the hearing for approximately one and half hour. Mr McInerney gave evidence at the bar table where his client provided no such evidence, representing to court, that the credit contract was based on 'secondary documents'. Such statement was clearly contrary to his own client's written appeal advice which expressly records his reliance on a contract. Further, Mr McInerney gave evidence at the bar table of what transpired in the Local Court proceedings where his client was not involved and gave no such evidence. Mr McInerney had used Ms Odtojan's exhibit documents to present his case and what transpired in the LCProceedings when it was impermissible for Mr McInerney to do so.

(b) The applicant, Ms Odtojan was prevented to present her case and was interrupted within the first few moments of presenting her case/submissions. Denied to be heard and denied the ability to answer Mr McInerney's submissions. When asked '*can I respond to that, your Honour*', Judge Norton replied 'No'.

(c) Without legal basis and without Ms Odtojan presenting the case, Judge Norton made an order to limit Ms Odtojan's claim, only to plead in relation to appeal advice/prospect of success provided by the respondents. This limitation rendered Ms Odtojan's case hopeless, and with no cause of action, it was no longer Ms Odtojan's case.

(d) Judge Norton stated in court that this case pertains to 'criminality', however, the Judge made an order, without legal reasons, to limit the pleadings to only prospects of success of the appeal advice, removing the allegations and causes of action pertaining to fraud/criminality which include the three respondents' conduct after the appeal advice, being the conduct/representations during the costs assessment process.

(e) Judge Norton did not dismiss Ms Odtojan's case under rule 13.4 UCPR (baseless, frivolous and vexatious), neither was she referred for her allegations in her claim, nor was her profession/her firm, OBL, mentioned or raised as an issue to be determined in the interlocutory hearing.

(f) Judge Norton made oppressive onerous orders, contrary to the civil cases standard practice, making an order that the applicant/Ms Odtojan was to file ALL evidence with her to re-pleaded a draft amended statement of claim to be provided to the Defendants (limited to pleading only the appeal advice/prospects of the appeal advice), and before the respondents file their defences.

(g) Judge Norton made no orders for the respondent's to file a defence, and the Judge also refused Ms Odtojan/Applicant the access to court resources, such as issuing subpoenas etc).

Justices Leeming and Kirk - NSWCA Leave to Appeal hearing 31 May 2023

12. On 31 May 2023, Justices Leeming and Kirk presided over Ms Odtojan/Applicant leave to appeal application in the matter of Mr Miles Kevin Condon SC.

(a) The Justices in the leave to appeal hearing acknowledged that Ms Odtojan and Mr Bryl were 'witnesses' in the 'all-important conference' with Mr Condon SC and Mr Ford on 12 September 2016 (in Court transcripts 31 May 2023), However, those material facts, material issues and the law (credit laws) and Evidence Act, specifically s 91, were omitted in their judgment.

(b) The issues and evidence/documents referred to by Ms Odtojan in her application and her written Response to the Respondent's response and by Mr Bryl in his submissions and response to matters raised by the Justices in the limited procedural leave to appeal hearing, (recorded in court transcript) were omitted, disregarded and/or denied as a basis for the allegations made in the applicant's claim.

(c) There was disregard of evidence, applicable legislation, Evidence Act (EA), s 91 EA was contravened, the side-by-side evidence in support of tampering with court documents (an indictable offence) were disregarded. The conduct of misleading the court by Senior Counsel, Mr Anthony McInerney SC where there were court transcripts demonstrating the Senior Counsel giving evidence at the bar table that the contract was based on 'secondary documents' was unequivocally contrary to his own client's (Mr Condon SC) written appeal advice in 2016, where Mr Condon expressly relied on a contract. Mr Condon SC never represented that the contract was based on secondary documents. This issue was disregarded by the Justices and omitted in their judgment.

(d) An indictable offence under s 317 of the Crimes Act NSW has been concealed by the Justices.

(e) The Justices created narrative which was contrary to the documents put before them, such as the court transcripts and what transpired in the Local Court proceedings. Evidence was also created by the Justices such as Mr Condon SC 'addressed the issues raised in Ms Odtojan's 16 page letter to Mr Condon SC. No such evidence was given by Mr Condon.

(f) The justices recorded that there was no basis for the allegations in Ms Odtojan claim when they were aware that Ms Odtojan and Mr Bryl are witnesses, and Mr Bryl had referred them to relevant documents/evidence throughout the leave to appeal hearing. It is to be noted that the Justices did not go through all allegations as it is not the appropriate forum/hearing, being a limited procedural leave to appeal hearing.

(g) The Justices impermissibly determined the limited documents/evidence which is beyond the powers/jurisdiction of the limited procedural leave to appeal hearing. The Justices did not go through each allegations and causes of action as it is beyond the jurisdiction of the leave to appeal hearing. Without a final hearing and against their judicial duties and the administration of justice, the Justices recorded in their judgment that Ms Odtojan's claims are baseless (done by ambush conducted under rule 13.4 UCPR where Judge Norton in the District Court interlocutory hearing did not dismiss the proceedings under rule 13.4 UCPR).

13. On 23 October 2023, Justices Basten and White presided over Ms Odtojan/Applicant leave to appeal application in the matter of Mr Nicolas George Ford and Mr Thomas Patrick Glynn leave to appeal hearing, a limited procedural hearing which cannot determine substantial matters such as evidence, facts in issue etc. as it can only be done at a final hearing.

(a) All representations/conduct alleged are based on court transcripts, court documents, correspondences and the respondent's own conduct and written appeal advice including the respondent's legal representatives' conduct recorded at court transcripts and in documents.

(b) No specific evidence was sought by the judges from Ms Odtojan/Mr Bryl at the leave to appeal hearing. Neither were they put on notice of intention to refer the papers to the OLSC for their assessment/investigation of Ms Odtojan and Mr Bryl. This appeared recorded in the judgment by ambush.

(c) Note, the leave to appeal is not a hearing to determine evidence nor any issues of fact/law and credit where such matters are for final hearing. The leave to appeal hearing is a very limited procedural hearing of 20 mins allocated for each party to represent its argument/position regarding the leave to appeal grounds/issues.

(d) The judgment does not record that the respondents (Mr Ford and Mr Glynn) did not file a defence, were not present in court and did not file any evidence for the leave to appeal hearing.

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and White applying s 170 of the Credit Code to a non-existing contract by ambush in their judgment, condoning the conduct of Mr Glynn and Mr Ford at the Local Court proceedings, explaining that their conduct of misleading the court at the Local Court proceedings, clearly aligned with Credit Corps' legal representatives, cannot amount to fraud, but rather can be explained as an 'oversight'. No such representation was made at court by the legal representatives of Mr Ford and Mr Glynn. Neither Mr Ford nor Mr Glynn attended the hearing nor gave any evidence.

See [response to Lawyers Weekly Ms Naomi Neilson's defamatory and sensationalised publication "Serious Concerns: extraordinary allegations by Sydney married couple..."](#)

Disclaimer: The notice is based on what transpired in the NSW District Court, NSWCA and Local Court proceedings in the above-mentioned cases based on court transcripts, court documents, Defendants representations and written documents and advice. The information is subject to change where any corrections, amendments or additional information may be required. For queries, please contact:
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