

IN THE MATTER OF: THE SECURITIES ACT

AND

IN THE MATTER OF: ANN DIDUR

STATEMENT OF ALLEGATIONS OF STAFF OF
THE MANITOBA SECURITIES COMMISSION

REGISTRATION:

1. Ann Didur ("Didur") at all material times was a resident of St. Andrews, Manitoba.
2. At all material times, Didur was not registered to trade in securities under *The Securities Act* of Manitoba (the "Act").

STATEMENT OF FACTS:

3. Didur in or about November, 1997 began to approach individuals concerning investment opportunities.
4. Particulars of Didur's involvement with investors are as follows:

PH

5. At all material times, PH was a resident of the City of Winnipeg, in Manitoba.
6. In or about May, 1999, PH and Didur met to discuss investments. Didur represented to PH that she owned an entertainment company in the United States and that they were putting on concerts all over the United States. Didur asked PH if he was interested in investing in these concerts. Further, in or about June, 1999, Didur again approached PH to solicit monies to invest in concerts. Relying on the representations made by Didur, PH made several investments with her. Particulars of the investments are as follows:

DATE AND AMOUNT OF INVESTMENT		DATE AND AMOUNT OF REPAYMENT BY DIDUR	
Date of Investment	Amount Invested	Date of Repayment	Amount Repaid
June 4, 1999	\$5,000.00	June, 1999	\$8,000.00
June 5, 1999	\$5,000.00	July 1999	\$4,000.00
July 2, 1999	\$33,500.00	August 1999	\$4,000.00
		August 1999	\$10,000.00

7. Didur, on a number of occasions, provided PH with cheques for varying amounts ranging from \$25,000.00 to \$150,000.00 representing returns promised by Didur on the investments made by PH. These cheques were unable to be cashed due to insufficient funds in Didur's account.

8. In or about February, 2000, PH sought legal advice and obtained promissory notes from Didur which included one promissory note dated February 15, 2000 whereby Didur agreed to pay DH (PH's father who lent PH money for the investments) \$50,000.00 by February 22, 2000 and a second promissory note dated February 15, 2000 indicating that Didur would repay PH \$150,000.00 by February 22, 2000. Didur never paid either PH or DH as set out in the promissory notes signed by her.

BB

9. At all material times, BB was a resident of the City of Winnipeg, in Manitoba.

10. In or about November, 1997, Didur approached BB representing she needed some money to invest in projects she was involved with. Subsequently between December, 1997 and June, 1998, Didur approached BB on several occasions to solicit further monies to invest in projects she was involved in. On each of the investments, Didur promised a return. Didur further represented to BB in 1999 that the money he gave her was being put into concerts. Relying on the representations by Didur, BB made several investments with her. Particulars of the investments by BB are as follows:

DATE AND AMOUNT OF INVESTMENT		DATE AND AMOUNT OF REPAYMENT BY DIDUR	
Date of Investment	Amount Invested	Date of Repayment	Amount Repaid
November 12, 1997	\$5,000.00	December 2, 1997	\$6,500.00
December 18, 1997	\$5,000.00	February 20, 1998	\$8,000.00
March 3, 1998	\$10,000.00	May 1, 1998	\$38,000.00
March 9, 1998	\$10,000.00	December 18, 1998	\$5,000.00
May 8, 1998	\$22,000.00	July 17, 1998	\$7,000.00
May 8, 1998	\$20,000.00		
June 3, 1998	\$5,000.00		

11. On or about April 24, 1998, Didur provided BB three cheques totaling \$58,000.00 representing a return on his investments. These cheques did not clear due to insufficient funds in Didur's account. On or about May 8, 1998, Didur provided BB a promissory note promising to pay to BB the sum of \$84,000.00 U.S. by July 31, 1998. Didur has not paid these monies to BB.

DG

12. At all material times, DG was a resident of the City of Winnipeg, in Manitoba.

13. In or about June, 1998, Didur contacted DG representing she had an investment with a good return for him. Didur represented the investment to be in a company called Hotech Industries and further represented the return would be double the investment, with the return being provided in a period of two to three months. Further, in early February 1999, Didur approached DG requesting monies for investment, promising a return to be provided within two to three weeks. DG, relying on Didur's representations invested with her. Particulars of the investments by DG are as follows:

DATE AN AMOUNT OF INVESTMENT		DATE AND AMOUNT OF REPAYMENT BY DIDUR	
Date of Investment	Amount Invested	Date of Repayment	Amount repaid
June, 1998	\$6,000.00		\$1,500.00
February 1, 1999	\$25,000.00	July, 1999	\$15,000.00

MTL

14. At all material times MTL lived in the City of Winnipeg, in Manitoba.

15. In or about April, 1998, MTL met Didur who represented she could provide a return on monies invested with her. Further, between July 1998 and April, 1999, Didur represented to MTL on a number of occasions that she could get returns of 20% to 25% on monies invested with her. On the basis of the foregoing representations, MTL made a number of investments with Didur. Particulars of the investments by MTL are as follows:

DATE AND AMOUNT OF INVESTMENT		DATE AND AMOUNT OF REPAYMENT BY DIDUR	
Date of Investment	Amount Invested	Date of Repayment	Amount repaid
April, 1998	\$10,000.00	July, 1998	\$25,000.00
July 8, 1998	\$75,000.00		
November 4, 1998	\$27,000.00		
December 8, 1998	\$25,000.00		
April 8, 1999	\$10,000.00		
April 30, 1999	\$25,000.00		

DS

16. At all material times DS lived in the City of Winnipeg, in Manitoba.

17. In or about September, 1998, Didur met DS at DS's place of employment and represented to DS that she would be investing in a concert. Didur asked DS if she would be interested in investing and represented her investment would double within a short period of time. Between September and November, 1998, Didur further represented to DS she could invest in concerts

with DS's return being double the investment to be paid within a short period of time. Based on the foregoing representations, DS invested on several occasions with Didur. Particulars of the investments are as follows:

DATE AND AMOUNT OF INVESTMENT		DATE AND AMOUNT OF REPAYMENT BY DIDUR	
Date of Investment	Amount Invested	Date of Repayment	Amount repaid
September, 1998	\$5,000.00	September 1998	\$10,000.00
September, 1998	\$15,000.00		
November 4, 1998	\$30,000.00		

18. Didur provided promissory notes for the foregoing transactions, including one dated December 7, 1998 whereby Didur promised to pay DS \$104,000.00 no later than December 11, 1998. Further, on or about December 11, 1998, Didur gave DS a personal cheque in the amount of \$104,000.00 which was unable to be cashed due to insufficient funds in the account on which it was drawn.

HM

19. At all material times, HM lived in the City of Winnipeg, in Manitoba.

20. In or about the spring of 1999, HM and her husband were introduced to Didur through ML, HM's sister. Didur advised HM and her husband to apply for credit cards in order to have access to money to invest with Didur in concerts. Didur further represented there was a quick turn-around in the investments which could be used to pay off the credit card balances. HM and her husband subsequently applied for and obtained four credit cards which provided a source of funds for following investments with Didur. Particulars of the investments are as follows:

DATE AND AMOUNT OF INVESTMENT		DATE AND AMOUNT OF REPAYMENT BY DIDUR	
Date of Investment	Amount of Investment	Date of Repayment	Amounts repaid by Didur
Sept 6 or 7, 1998	\$15,000.00	October, 1998	\$1,000.00
October, 1998	\$15,000.00	October, 1998	\$15,000.00
		December, 1998	\$2,000.00
		December, 1998	\$15,300.00
		January, 1999	\$1,000.00
		April, 1999	\$1,500.00
		July, 1999	\$5,000.00

ESTATE OF KP

JB

- 21. At all material times, KP and JB lived at or near the town of Dugald, Manitoba.
- 22. KP became acquainted with Didur when they were both employed by the Government of Manitoba.
- 23. In or about mid October, 1998, KP approached JB and represented that Didur could double a person's investment. KP indicated to JB that Didur was in a music promotion business in the United States. The investment was represented to have a fairly quick turn around.
- 24. As a result of the foregoing, JB gave KP the sum of \$5,000 in or about October 1998 which was forwarded to Didur with KP's investment of \$18,000 for a total investment of \$23,000.
- 25. KP subsequently passed away in an automobile accident on or about November 5, 1998.
- 26. JB and Didur met occasionally to discuss this investment. Didur made a number of excuses for not paying money to JB including monies were frozen by the authorities.
- 27. No monies have been paid by Didur to JB or to the estate of KP.

ML

- 28. At all material times, ML lived in the City of Winnipeg, in Manitoba.
- 29. In or about December, 1997, Didur contacted ML and asked her if she was interested in investing with her. Didur represented to ML that if she invested \$10,000, that Didur could double the investment for her in a period of three weeks. Didur subsequently asked ML if she could invest \$5,000, promising a return of \$1,000 in approximately one week's time. ML declined to make the foregoing investments.
- 30. Between February, 1998 and November, 1998, Didur approached ML on several occasions, soliciting money for nvestment. Didur's representations included promising ML returns in a short period of time and that the monies invested would be used to finance concerts and/or concert companies. Based on the foregoing representations and the returns promised by Didur, ML made several investments with Didur. Particulars of the investments are as follows:

DATE AND AMOUNT OF INVESTMENT		DATE AND AMOUNT OF REPAYMENT BY DIDUR	
Date of Investment	Amount Invested	Date of Repayment	Amount repaid
February 12, 1998	\$5,000.00	March 2, 1998	\$6,000.00
March 6, 1998	\$7,000.00	March 16, 1998	\$9,000.00
March 25, 1998	*\$35,000.00	April 28, 1998	**\$16,000.00
April 28, 1998	\$17,000.00	May 13, 1998	\$8,000.00

May, 1998	\$4,000.00	July 4, 1998	\$45,000.00
May 28, 1998	***\$7,000.00	September 30, 1998	\$15,000.00
July 8, 1998	\$15,000.00	November, 1998	\$15,000.00
September 8, 1998	\$11,000.00	December, 1998	\$2,000.00
October 6, 1998	\$4,500.00	August 4, 1998	\$10,000.00
November 4, 1998	\$7,000.00		****unsure

*inclusive of \$20,000.00 provided by MTL and VL and \$5,000.00 from CL.

**Didur also paid \$25,000.00 to MTL and VL and \$6,000.00 to CL directly on or about April 28, 1998.

***inclusive of \$2,000.00 provided by CL.

****Didur also provided ML with payments of \$500.00 a month for a number of unspecified months.

DJ

31. In or about April, 1998, DJ met Didur to discuss investments. Didur represented she needed money for investments in concerts in the United States. Didur initially represented to DJ that if DJ gave her \$50,000.00, this money would be repaid within a couple of weeks with a \$10,000.00 return. Didur subsequently approached DJ on several occasions requesting money to be invested in concerts and promised a return thereon to DJ. Particulars of the investments are as follows:

DATE AND AMOUNT OF INVESTMENT		DATE AND AMOUNT OF REPAYMENT BY DIDUR	
Date of Investment	Amount Invested	Date of Repayment	Amount repaid
April 27, 1998	\$50,000.00	May 8, 1998	\$30,200.00
May 8, 1998	\$37,000.00	June 15, 1998	\$1,000.00
June 3, 1998	\$13,000.00	July 3, 1998	\$70,000.00
June 10, 1998	\$5,000.00	October 9, 1998	\$1,000.00
July 3, 1998	\$50,000.00	October 20, 1998	\$1,000.00
January 21, 1999	\$3,000.00	December 23, 1998	\$1,000.00
May 14, 1999	\$6,000.00	December 29, 1998	\$1,000.00
February 19, 1999	\$1,000.00	February 3, 1998	1,500.00
July 16, 1999	\$5,000.00	March 2, 1998	\$300.00
		April 3, 1999	\$500.00
		April 10, 1999	\$500.00
		May 21, 1999	\$2,000.00

		July 3, 1999	\$6,000.00
		August 5, 1999	\$1,000.00
		August 9, 1999	\$1,500.00
		August 24, 1999	\$5,000.00

32. With respect to the foregoing investors, Didur did not invest monies or forward monies given to her for investment purposes as represented by her. Further, Didur would also use one person's investment to pay out another person's investment or promised return.

ALLEGATIONS

1. Staff of the Commission allege that:

a) Didur traded in securities without having been registered and without prospectus in contravention of sections 6 and 37 of the Act;

and due to these allegations, Didur should not be entitled to use of any of the exemptions set out in the Act, should not be entitled to participate in the exempt markets in Manitoba in the future, and an administrative penalty pursuant to section 148.1(1) of the Act should be ordered against Didur.

2. Such further and other matters as counsel may advise and the Commission may permit.

DATED at Winnipeg, Manitoba this 17th day of March, 2003.

Director – Legal and Enforcement