

Submission into the senate inquiry Landmark/ANZ

David and Elizabeth Browning,

1. We are former graziers that had 2 Leasehold Properties; Burslem and Casterton in the Muttaborra district , Queensland. Burslem had been in my family since 1886 and Casterton since the 1950's. This submission starts from when we took over the family leasehold properties in 2007 from my (David) parents Peter and Jenny Browning.
2. At that time, Burslem and Casterton leasehold properties were unencumbered family properties.

Overview of the Fraudulent Circumstances which Led to the Loss of the Wedgwood Family Heritage:

3. Landmark and its Employee fraudulently and unconscionably drained my family's cash flow, making our business operated on our family farms unsustainable.
4. Post the acquisition of Landmark by the ANZ, the ANZ engaged in:
 - ☐ Concealing its true purpose of perfecting fraudulent mortgages (that ANZ had no right or title to)
 - ☐ Requiring customers to resign purported exact same documents on numerous occasions to achieve the said fraudulent purpose.

☐ Incorrectly dating documents to achieve their fraudulent purpose and deliberately not dating documents for same.

☐ Requiring the customer to sign blank documents, later completed by the ANZ to achieve its fraudulent purpose.

☐ Using letters of offer for purposes other than that intended.

☐ Appointing Receivers and Managers which they cant as we were a partnership, not a Company. Insolvent natural persons are subject to the Bankruptcy Act, and a Trustee is appointed.
Insolvent companies are subject to the Corporations Act and a liquidator is appointed.

5. The ANZ's letter of offer (dated 19th March 2010) was the instrument used by ANZ to set the trap to get access to the Brownings assets that they otherwise could not. The assets were secured by the Trust and ANZ was only the manager of this Trust. ANZ used unsolicited tactics and Fraudulent methods to approach the Brownings using a pretense of authority that they were now ANZ clients and gave them no choice or disclosed that they did. ANZ used pre meditated actions to unlawfully strip the Brownings of their heritage properties and fraudulently constructed documentation to steal another parties cattle that had no relationship with ANZ.

6. This was therefore a swindle, the ANZ engaging in fraudulent and pre meditated financial transactions, without the customer's knowledge. ANZ made an unsolicited approach and forced themselves on the Brownings to stand in the shoes of Landmark with the intent to commit fraud.

(Note: 2015, 2016, 2017 our Veda Credit file still show Landmark as Browning's credit provider. The credit file also shows that Landmark accessed to this file on 2 occasions on the 7 Aug 2013 and 1 Oct 2014, after the purported payout by ANZ on the 15 April 2010).

7. The ANZ transferring a debt from one lender to another then purported it to be a payout by simply using a book entry.
8. ANZ's lawyers emailed the court to deliberately set a date of availability for the Appeal after the date of the sales for the properties. (ANZ lawyers told the Court we had agreed to this date, which we had not and would never have agreed to.)
9. In the circumstances, we won the appeal. Had it not being for this deception by the ANZ, the sale of our properties would have been stopped.
10. The ANZ and its Receivers (PPB) and their Lawyers (HWL Ebsworth Lawyers) stole all of the Droughtmaster livestock that belonged to my father by illegally inserting a DPI(Department of Primary Industries) Brand Certificate into the ANZ Stock Mortgage that showed Peter Browning owned the brand Lazy P B4 after the signing to use in the Supreme Court Brisbane on all occasions and also used the Landmark Stock Mortgage with forged signatures as evidenced by a Forensic Document Examination Expert of which the parties were made aware prior to the hearings yet still used the forged documents. There had never been any Stock Mortgages encumbering these Droughtmaster cattle. The ANZ had no right whatsoever to the Droughtmaster cattle or the properties.
11. These Livestock were priceless to my father, having been a bloodline of a Droughtmaster herd cultivated by my father since early 1960
12. In order to sell the stolen cattle, ANZ's Receivers(PPB) employee fraudulently signed false declarations on National Vendor Declaration waybills and biosecurity documentation

13. The giving of such false information on National Vendor Declaration waybills puts the entire beef industry at risk. It also risked bringing the EU market to a standstill overnight.

14. ANZ and PPB's lawyers (HWL Ebsworth Lawyers) advised the ANZ's Receivers employees on how to perfect the sale of Peter Browning's cattle by taking out the DPI brands certificate that shows that the brand and earmark belongs to Peter Browning and not David and Elizabeth Browning.

“ , The DPI Brand Search shows the Certificate Name as “Peter Alexander Browning”. To avoid questions from the purchaser about registration of the brand name not coinciding with the vendor we recommend simply inserting the brand name “Lazy P B4” in the contract Particulars on page 1 of the Livestock contract. Please confirm and we will then issue to the purchaser's solicitor for signing by the purchaser. Kind regards Associate| HWL Ebsworth Lawyers”

15. Elizabeth (my wife) and I wanted to enhance on the heritage the properties represented to us. This is the reason why we encumbered the properties and paid out some former shareholders including my father's shares enabling him to retire.

16. Had we known in advance that Landmark/ANZ and their employees were going to fraudulently lead us into unsustainable debt obligations, we would not have risked our inheritance and the heritage the properties represented to us.

17. Casterton Station and Burslem Station were sold on (13th Nov 2013) by ANZ Receivers and Managers in unconscionable and fraudulent circumstances as set out below.

18. We became trustees and held the Leasehold Properties in trust as trustees of the testamentary trusts created by the Will of the late Kate Huey Wedgwood and the trust created by the Will of the late Robert James Wedgwood. My father retained his powers in the Trust Deed as though he were a trustee and we believe had higher powers than us. Both Robert and Kate Wedgewood (my great grandparents) are buried on Burslem Station, along with my uncle (my mothers brother) and an old employee that worked for my father for many years.

Time Line of Events Landmark Mortgage:

(All dates and figures below are approximate and do not show all the operating expenses for each month or the exact figures; only the significant amounts)

Documents discovered in Court proceedings¹ detail that Landmark agreed to extend my fathers unsecured overdraft. However our Landmark manager, (Landmark Manager) concealed this approval in order to further his own interests through his forcing us to obtain finance at exorbitant rates through his company 'Kashcow Trading Pty Ltd'. These actions by and ANZ/Landmark (described below) destroyed our cash flows leading to the loss of our family heritage and wealth.

19. Early 2006: Discussions started with _____ who was the Regional Manager for Landmark in Townsville.

20. We had several discussions in relation to our position as managers of the leasehold properties and how we could take over the family properties from Peter and Jenny Browning.

1Note : We received in ANZ disclosure documents on the 26th Sep 2014 through winning the Appeal

23. 10 Jan 2007: However, when we requested _____ to make the payment as Landmark had agreed, _____ stated that Landmark had changed its mind and would not extend my father's overdraft as promised as it was unsecured, and consequently would not make the payment.

25. We were deeply concerned with this course of action. However we were left with nowhere to go, so we agreed to his plan and arranged for \$153,340 to be paid directly to Ray White Rural for payment of Cows, with the \$33,660 balance to be paid into the overdraft to help with operating costs of the properties.

26. Early 2007: [redacted] approached us and stated that the paperwork for take over of the properties had been completed and finalised as there was an old

mortgage with dalgety's that had been paid out years ago still attached to the titles and had to be removed which took months to get off. He stated that we had sufficient equity in the land to purchase the properties. We had concerns that we discussed with [REDACTED] regarding the ability to service the debt of \$3,500,000.00 under current circumstances, especially since our daughter was due to go away to boarding school in 2008 and we did not have enough cattle.

27. replied that “*there were means and ways*”. He explained that there was plenty of equity in the land to enable us to purchase the leasehold properties and for an extension of the overdraft to purchase sufficient breeders over time to service the debt. He said “*the rule of thumb is you need a thousand breeders for every million you borrow*”. At this time we had approx 1800 head of Droughtmaster breeders which were owned by my father Peter Browning who agreed to let us use the progeny under conditions that we consulted him for permission prior to any sales to help with interest payments, school fees etc etc, however he retained ownership of all these droughtmaster cattle at all times.

28. From the discovery documents² in the Court proceedings that ensued that what had actually meant when he stated, “*there were means and ways*”, is that he would falsify the “Credit Narrative”, to the Landmark Credit Department, from which our loan was apparently subsequently partially approved.

In "Credit Narrative", [REDACTED] stated That:

- a. Elizabeth and I were existing Landmark clients. (We were not);
- b. I was part of the finance account Firm RJ Wedgwood. (I was not);
- c. That there was a Firm 'RJ Wedgwood Trust' and that I was a part of this Trust. (There was no Firm 'RJ Wedgwood Trust'),

2of the disclosure documents (26 Sep 2014) dated 25 May 2006 from titled Credit Narrative which we had not seen. This letter contained many false statements.

29. Furthermore, security schedules signed by _____, a North QLD Real Estate Manager attached to this “Credit Narrative” was a valuation produced for Casterton Station and Burslem Station.
30. We had never seen or heard of _____ and he had never been onto the properties to our knowledge. We are at a loss as to how he could have produced these valuations without our either knowledge or having visiting the properties.
31. The discovered “Credit Narrative” further states that in the first year we would have an income of \$555,000, Expenditure \$1,150,895, with a Trading deficit of \$595,895.
32. Had Landmark made us aware of this forecast deficit of \$595,895, we would never encumbered our Heritage properties. We had no means of meeting such a deficit and Landmark knew this. We are at a loss as to how they provided us with a loan, fully knowing that we were likely to default in the first year because of this forecast trading deficit.
33. 12 June 2007: whilst we were visiting Townsville, we were asked to sign land mortgages with Landmark, in anticipation of our takeover of the family properties
34. At the time we had no solicitor of our own and were not advised to obtain independent legal advice. _____ organised for us to go to Landmark’s solicitor, where we signed the mortgage signature pages for both the leasehold

properties Burslem Station and Casterton Station

35. Another Inter-Office Memo discovered dated 15 Jan 2007 states to Landmark credit:

“ All assets are owned by Firm RJ Wedgwood. Trustees and Sole beneficiaries of Firm RJ Wedgwood are DA & EE Browning.”

Firm RJ Wedgwood is not a trust, it was a partnership. It is a trading name, which is still owned by my father.

36. In the Discovery Documents from the ANZ, all our signatures and initials were forgeries in the Landmark Authority to Amend in which authorized Permanent Custodians Limited to amend all our security documentation including
- a. The deletion of the words “trading as firm RJ Wedgwood”
 - b. All the statutory Declarations of David and Elizabeth Browning
 - c. All the mortgages and the Memorandum of Provisions terms and conditions
 - d. Varying by adding clauses to the Memorandum of Terms and Conditions.
 - e. Collateral Securities and other Agreements.
 - f. All other associated ancillary documentation.

37. Those Discovery Documents also disclosed forged Landmark Loan Application Form, the Landmark Letter of Offer and the Landmark Stock Mortgage.

38. The dates Elizabeth and I purportedly signed the documents referred to in

paragraphs above were the 20th and 22nd June. We did not sign these documents and we had never seen them until we saw them in Discovery. Elizabeth was not in the country at that time.

39. Supporting this, I took the documents in June 2016 to _____, one of the leading forensic document examination experts in Australia to examine all signatures on these documents. _____, who is the head of the National expert handwriting association analysed the signatures and wrote a detailed report, concluding that the signatures had been cut and pasted³ into the documents.

40. On or about the 24 June 2007, I was notified that the loan had been approved by Landmark.

41. On 25 June 2007 the parties were paid which included two other beneficiaries and my parents leaving us as the sole trustees and beneficiaries of the trust estates. We paid \$500,000 off my fathers overdraft leaving \$117,000 in debit.

_____ had not factored in or taken into consideration the stamp duty(\$173,000.00) or the fact that he would take \$239,000.00 out of the overdraft on day one for his _____ loan repayment. The base figures we had worked on for the loan was for 3.5 million. Now it was \$4,050,000.00 including a new overdraft of \$550,000 which was already in debit for \$117,000 as mentioned above.

42. On 26 June 2007, one day after settlement _____ (the Landmark bank manager) withdrew \$239,000.00 from our newly formed overdraft account to repay the loan he had advanced from his business
This left us with our overdraft now being at \$356,000.00 with another \$173,168 in

Stamp duty and approx \$29,000 interest on the facilities due the following month totaling \$557,168.00 without any other expenses which would leave us in default.

43. We were shocked at the financial circumstances that Landmark had dragged us into. Within the first month of obtaining the loan, we were in serious trouble and on the cusp of being in default of the loan.
44. 25 July 2007: We received a Final Demand from the Queensland Government office of State Revenue demanding payment of stamp duty from the purchase of the leasehold properties. The total due was \$173,168.00. We could not pay this amount.
45. We still had to pay \$29,000 in interest and \$105,850 for cattle purchased in 2006, plus essential running costs for the month.
46. 1 August 2007: raised our overdraft limit from \$550,000.00 to \$870,000.00. We don't remember signing any documentation for this increase although (an unsigned) letter of variation for this overdraft was located in the documents subsequently disclosed by the ANZ Bank.
47. This overdraft increase enabled us to pay the stamp duty, interest, cattle and other expenses which brought our overdraft balance up to \$892,000 immediately putting us back into default.

48. again refused to extend the overdraft because he claimed that Landmark was tightening up its lending protocol, and that if we did not get the overdraft under the limit, we could be defaulted. I told him we might have to look for finance somewhere else to pay it down.
49. He told us that, under the terms of the loan contract, we needed approval from Landmark to borrow outside funds and that Landmark would not allow this. Instead again pushed onto us through a \$150,000 short term loan at 20% per month. Given the financial predicament we were in, there was no alternative but to accept his proposition.
50. was very insistent that the \$150,000 be deposited into our private Westpac account and not into the Landmark overdraft account.
51. 1 Oct 2007: To our surprise, whilst we were struggling to keep up with the interest payments, reduced the Landmark overdraft limit by \$230,000 to \$650,000.00. With cattle sales of \$275,527.80, we were able to bring the overdraft down to \$701,727.00.
52. 1 Dec 2007: increased our Landmark overdraft limit to \$1,000,000.00. On the 5 December, he requested we repay the \$150,000 loan and the first interest payment to for the funds he lent to us at 20% interest per month, a part repayment of the loan which was \$190,000.00. We could not understand how was only able to extend our overdraft when it came time to meet the repayments of his personal loan and interest to us.

53. A further unsigned letter of variation, for this overdraft increase was located in the documents subsequently discovered from the ANZ Bank.
54. 1 Feb 2008: reduced our overdraft limit back to \$650,000 and we were forced to sell most of our cattle in order to stay within the limits of that Landmark overdraft. We now had very few cattle. We had reduced the overdraft to \$260,992 this included the final \$50,000 repayment to Company for the \$150,000 loan taken out previously.
55. We decided that our only chance to get out of this cycle of debt with Landmark was to try and buy a larger mob of cattle. To date we had not been able to find any mob suitable or big enough for us to get ahead.
56. Early May 2008: We finally found a mob of breeders after searching from June 2007. These consisted of 2,300 Brahman cross females with a large percentage of calves and the others in calf. These cattle were in very poor condition due to the drought conditions. We were left with no alternative, as we had very few cattle and we needed the numbers to try and service the debt.
57. We also had payments that were becoming due from previous term purchases of cattle and property running expenses of over \$300,000.00
58. About 4 November 2008: After arguing and trying to explain to that we were following his advice and that payment was due for half of the new cattle purchased in May, he raised our Landmark overdraft to \$1,750,000.00 so that we could pay the first installment of \$741,675.00.

64. We were left in this situation where we had no choice again but to start selling

any cattle that were strong enough to make it to market. We did this throughout the ensuing months, but the market had dropped and we were getting very low prices, sometimes getting less than half of what we had paid for them.

65. Our only option left was to try and sell one of the properties (Casterton Station.) Towards the end of the year (2009) we put the station up for auction but received no bids.

66. Late in 2009: We asked _____ if we could pay the ATO the GST from previous sales and the freight of these cattle to market and he refused our request outright. We could not understand how the bank could withhold money collected for GST purposes.

Time Line of Events ANZ Takeover of the Landmark Book

67. 26 Feb 2010. We received an email (Landmark Letterhead) from a _____ Landmark Townsville requesting us to call him. A total stranger whom we did not know.

68. 2 March 2010: 4 days later we received an email (ANZ Letterhead) from _____ now ANZ *“Please find attached Letter regarding information required for your Review. 1:30pm Monday 8th March. Please also include a plan for returning overdrawn facility to order.”* Attached was a blank sheet of paper, an Agribusiness Statement of Position (Applicants) which was to be signed (2 page), and a Declaration and Signatures Document for ANZ's collection, use and disclosure of personal information to be signed (1 page).

Note: This is all prior to even meeting [redacted] or wanting anything to do with the ANZ. We had no relationship with the ANZ what so ever. This is an employee who we did not know from another bank requiring us to give personal information and financial details and sign documents to them when we have no relationship, no desire to even talk to ANZ that alone deal with them.

The question must be asked, Is this a very brazened unsolicited encounter from ANZ or unbeknown to us, was ANZ our lender all along back from 2007. It certainly came across like that. Your now with ANZ and your due for a review.

Of particular note is the trickery of ANZ trying to get us to sign crucial documents under the vise of needing them for the Review. Also the Application for ANZ's collection, use and disclosure of personal information which was not filled out or signed by my wife or myself, yet ANZ went ahead and released our personal details to a company contracted by ANZ in Bangalore India which was found in disclosure.

Note 2: We will come back to this point of Bangalore further down.

69. 8 March 2010: At the Review we were told our relationship with the bank would not change. ANZ had taken over as manager from Landmark of the Rural Program and the Trust. We were told *"Look at it, as if you were previously with green shirts and now you're with blue shirts"*. [redacted] advised us to sell all of the cattle that we had purchased through Landmark. We explained that we had lost quite a few of these cattle and that we had sold a lot to try and meet the overdraft limit imposed on us. He told us, just sell what you have and try and sell Casterton Station to reduce the debt. [redacted] discussed with us the idea of agisting Burslem Station out to other livestock owners and thought it was a good idea, and we should start finding clients which would fix our problems in relation to not having enough cattle of our own to be financially viable.

70. [redacted] said he would give us four and a half months to sell Casterton Station and the remaining cattle to try and make a principle reduction of \$2,800,000.00, which was only a 'guestimate' and dependent upon the price we were able to achieve selling Casterton Station. We could not sell it only a few months before, we couldn't even get a bid. This fact was known by [redacted]. We spoke of our

major concerns about the GST that we still owed the ATO. said that he could give us a \$260,000 overdraft with ANZ, which would deal with the outstanding GST immediately and “*get us over the hump*”, giving us time to sell the remaining cattle and to try and sell Casterton Station. stated that we would have to sign ANZ documents as this was their standard policy. He told us on his return he would send documents by post for us to sign. He said if we do not have a lawyer, sign them at the post office as they normally have a JP to witness your signatures and you can then post them, thats the easiest.

Note: At no time at this Review or ever did we discuss refinancing with ANZ to pay out Landmark. We did agree as we had no choice to take a \$260,000 overdraft with ANZ and to try and reduce debt which is confirmed by diary notes found in disclosure of the ANZ. We did not sign any ANZ documents at this Review with .

71. In disclosure we found a ANZ Credit Memorandum dated 10/03/2010. There is a reference to the “*next advice*” being 15/8/2010 and a “*full Review*” on 10.3.2011. All this advice pre determined in this document when we only discussed the overdraft and a debt reduction plan to try and bring the Landmark facility back into order.

On page 1 of the Credit Memorandum it states the Purpose, and that is to extend 12 months on what would appear to be a current facility, acting like we are already in a banking relationship.

Also on page 1 it states the purpose is to Restructure (NOT refinance)

Page 2 of same Credit memorandum claims we have been a sound client of Landmark. In reality we were in distress from day 1.

On page 3 to 4 there is an extensive list of questions created by ANZ in which they have answered yes or no. How can ANZ be privy to all this information without our knowledge or consent, and without us signing ANYTHING with them.

We never at any stage past or present sent or handed or gave any information to ANZ on our personal financials, Estate Trust details, Landmark financials or Personal Identification details.

On page 5 both loan terms are listed as N/A but the Term loan Expiry date is 31/8/2010 , basically giving us four and half months to pay the full debt.

Page 7 and 8 of the same Credit memorandum ANZ used significantly higher land valuations FMV (Fair Market Value), \$900,000 higher than what we guest it might be worth at the Review(which wrote down at the review).

Interestingly ANZ's FMV for Burslem used in this document was \$5,970,300 which was \$300 more than our debt with Landmark. They had all this information on the 10/03/2010 which we were not privy to (2 days after the Review) of which most of it was never mentioned at the Review, all mapped out for us before we even signed a single document.

Note: ANZ only conducted their valuation in June 2010 whereby Burslem had dropped from their value of \$5,970,300 in March to \$5,200,000 in a space of 3 months. Casterton was not valued until the following year mid 2011 whereby it was valued from the air(by plane) by the Valuer and the ANZ bank manager. We were prevented from seeing both valuations though we had to pay for it. We found the valuation in disclosure.

72. On or about the 12th March 2010: We received two or three sets of Land mortgages, a Stock Mortgage(3 page) and a number of other single documents in the mail, mostly signature pages to sign. There were no Terms and Conditions of any kind. We signed these documents providing ANZ with a security to hold for the \$260,000 overdraft and thats exactly what we were told.

Note: ANZ's trickery in getting us to sign mortgages and other crucial documents first before anything else had been signed(Letter of Offer), all done through the mail. No Lawyers were present or used as we had none. (In disclosure we found documents that were filled in later by ANZ's employees after they were signed and sent back by post)

IMPORTANT: These documents are for the opening of ONE ACCOUNT which was the overdraft and not filled in. There is only one set of these documents. **The**

loan Disbursement Order: Refer to Top of form, "*To be completed when any*" (not all) "*of the loan proceeds are to be paid to anyone other than the borrower direct.*" This was for the sole purpose of paying the GST immediately as agreed to by

and has been filled in deceitfully and fraudulently for another purpose by someone else after it was signed and sent back. Note also Application number Blank. Account number Blank.

The Periodical Payment form: could have only been for the overdraft. These documents were only found in disclosure.

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73. 19 March 2010: We received an email from with Letter of Offer attached and to call him to discuss. There were no other documents attached, no Terms and Conditions of any kind. He told us not to worry too much about it, just sign the document as its standard ANZ paperwork and its to cover the ANZ for the \$260,000 overdraft and to cover off our Review discussions around attempting to reduce the debt on our Landmark loan. once again emphasized that we must not exceed the Overdraft limit of \$260,000 and pay it down, which we did. He told us not to worry about the Principle for now, just the overdraft and concentrate on selling the last of the cattle and Casterton.

How ever the principle interest for the term loan was debited but it did not specify that it was for a secret ANZ Term Loan account. All that was on the statement was " *TO DAVID A BROWNING & ELIZAB* " We inquired and were told it was interest on the Landmark facility.

Note: Letter of Offer. Term of facility 6 months but it expires 31/08/2010 from the date of drawing which would have been actually 4 and a half months.

Purpose: Restructure Existing Landmark Facility. To us this made sense as we were told ANZ had only taken over as manager of the Rural Trust, nothing would change and the restructure was the attempted Debt reduction and a new overdraft of \$260,000 with ANZ. A Restructure is not a Refinance which they

used in court. A refinance was never mentioned by us or by ANZ and we never signed or filled in a loan application form and we were never asked to. If it were a refinance, **Purpose** would have been Refinance with ANZ to payout Landmark or some reference to Landmark. We did not receive anything from Landmark about any loan payout or any communication from Landmark at all.

74. 22 March 2010: Due to new evidence found that was not in disclosure, we signed the Letter of Offer dated 19/03/2010 on the 22/03/2010 and emailed only the signature page back to

75. In disclosure we found records of emails dated 29th and 30th March 2010 from , Parramatta Securities and ANZ Fulfilment Operations Bangalore. These emails also prove that we did not receive any terms and conditions (for mortgages, letter of offer, or other documentation required) as they had not yet been printed or sent by .

76. In late March 2010 we went home (Burslem) for the holidays with the kids. We were only home for a few days when called us in a panic saying we needed to sign some documents again as they were incorrect(there were other documents for signing that we had not seen before, No T&C). We took them into Town to be witnessed and sent them back. 3 days later called again in a panic and wanted documents resigned. We took them back to town to be witnessed and sent them back(No T&C). A week later he rang again, this time very desperate and irritated raising his voice threatening to send us to head office if we didn't sign the documents again as we were objecting. We were heading back to the coast the next day and told him we could not do it until then. He was threatening us to get it done the minute we reached the coast, on the day, not after. We could not understand what all the panic was about and were worried sick. We arrived at the coast on the 13th April and went to the Saint George Bank in Sorrento and signed and sent docs back (there were other documents to sign again but no T&C).

77. In disclosure we found a fax dated 14/04/2010 to Central Transfer Team with subject: DA&EE Browning Draw Down. There was the loading of the \$260,000 overdraft onto the new overdraft account. Then, "*Account to be Advised --- \$5,970,000, please pay out the following LFS accounts*". Then, "*Please pay these out with the \$5,970,000 and the balance (\$37,556.20) from the \$260,000 overdraft ANZ account*" (so the \$5,970,000 was being paid from an account that did not exist, how does that work) "*All conditions precedents have been met.*" HAVE THEY ? On what or who's authority does the ANZ have to do this. We knew nothing about this, we never agreed to payout LFS. Who is LFS, we were with Landmark Operations Limited and we certainly did not fill out a loan application to ANZ to pay out anybody. We did not authorize ANZ to payout Landmark with funds from a new overdraft. This was a total lie, this was ANZ committing a fraud against us to get the assets.

On the first statement dated 09/04/2010 of the new ANZ overdraft account, it opened with a debit of \$57,595 with "*Details Advised Separately*". We made inquiries to what this was for and were told it was overdue interest on the Landmark facility. Nothing about being part of paying out Landmark and nothing about ANZ. We were never advised separately.

78. On all the monthly statements from May to October for the overdraft it shows the date and month and then "*PAYMENT TO DAVID A BROWNING & ELIZAB*" then the interest amount . Again no reference to this secret bank account. We inquired about this payment when we received the second statement and again we were told it was for interest on the Landmark facility.

79. We knew nothing about this other account that is mentioned in the Central Transfer Team fax dated 14/04/2010 above that was **To Be Advised** by because **we did not receive a statement for this account until**

October. We didn't even know it existed. This was for ANZ to conceal what was actually going on so they could trap us to get the assets as under the Rural Program and the Trust they could not. We did not apply or sign a loan application form for this purported loan and it was never mentioned. In

(ANZ) affidavit for the trial he claims we received regular monthly statements on the accounts. The facts are that this was an outright lie.

80. On the 26/July 2013 my wife emailed _____ of Landmark who is the Administration Manager and asked to see a copy of our Landmark Loan Application Form. _____ replied “ *I have been through our Archive statements, I have found the statement from May 2010(attached) which shows your account was transferred to the ANZ.*

All files including applications were given to the ANZ when the landmark loan book transferred to ANZ. You will need to contact the Regional Finance manager from the ANZ that managed your account.”

She attached two bank statements, one shows the term loan (3,500,000) debt was transferred to ANZ on the 15/04/2010. At the bottom of each statement it states: “ *This statement is issued by Australia and New Zealand Banking Group Ltd ABN 11 005 357 522 on behalf of Permanent Custodians Limited ACN 001 426 384 as Trustee for the RURAL Program (the lender)”* there was also a letter dated 02/ June /2010 which we had not seen or received in this attachment regarding interim accounts which raises further serious questions.

81. In an _____ (Manager ANZ) affidavit for the main trial with ANZ(6Jun 2016 we found many ANZ document's that were not in disclosure, one being dated 30/04/2010(we believe its _____ hand writing). This note stated that _____ (ANZ Attorney, ANZ Senior Manager Securities)advised that the Browning mortgages were not registerable. New documents were prepared in Bangalore and were approved by client 11/05/2010. (typo ??) We never approved any document, we were never given any choices on what we had to

sign.

82. On or about the 19th May 2010 we were told to sign again. I went off and told him its not happening and asked him what was going on. He told me the documents were being prepared in Bangalore, he did not know why but thats how it is being done and if we do not sign the documents, he would send us to head office in Sydney to be put into default. We were blackmailed to sign the same documents repeatedly which were the mortgages without the terms and conditions on or about the 19 May 2010, Early June 2010, 19 August 2010, 20 August 2010, Early Sep 2010, and the 14 October 2010. Basically every month. kept making excuses and threatening us to sign but all the documents were exactly the same and we did not miss any places to sign.

83. 21 Oct 2010: We received second Letter of Offer, reducing the \$260,000 overdraft down to \$51,000 limit of which we were actually \$90,000 in credit(in the black) at this time and a new agreement to try and reduce the debt. Again the \$5,970,000 Purpose: Restructure Existing Landmark Facilities (still Landmark). By this time, we had sold most of the cattle for very low prices (as the cattle market had crashed) and we had not been able to sell Casterton Station to reduce the debt. We had not received any default notice from ANZ regarding the 19th March Letter of Offer but were put under constant pressure the whole time.

84. In disclosure we found an ANZ Credit Memorandum dated 16 September 2010 and another was produced at the main trial(6Jun2016) which hadn't been in disclosure with the same date but different particulars. Sections of these documents stated: "*Executive Summary CLG Name Browning DA&EE Group CLG (LMK).*" "*Client was re-documented to ANZ in March 2010. Documentation was signed and sent to Parramatta securities on the 24-06-2010.*"

(We signed this documentation every month, sometimes twice or three time a month). We did not sign on the 24-06-2010. This date was only given in the document which was not in disclosure at the trial. The document in disclosure did not have this date, instead it had "xxxxxx" where the date should have been.)
"This account currently has concerns over the enforcability of the security documentation held." *" Client to be transferred to lending services due to concerns over security documentation (ANZ/PCL)"* (ANZ/PCL) (Permanent Custodians still here)

In disclosure we found that Permanent Custodians Limited released our Mortgages on the 25/10/2010 signed by _____ as power of Attorney for Permanent Custodians and under _____ for ANZ.(We were never notified of this release and never signed anything to authorize the release.) ANZ Mortgages were registered on the Titles on the 10/12/2010. signed for ANZ under _____. All with out our knowledge.

85. Our loan was transferred to _____ (manager lending services Sydney) on or about Feb 2011. At that time we did not know who _____ was or why our loan management had been transferred to him but guessed they were closing in. From the Bank disclosed documents, we now know that _____ was heavily involved with the loan with Landmark. _____ came over to ANZ with the loan book purchase as the Head Manager in lending services in Sydney and had been overseeing the arrangements of _____ (the ANZ Townsville manager) with us again in 2010 from the beginning.

86. 25 Nov 2011 we received a letter enclosing a Notice of Event of Default signed by _____. The first part in the Notice said that:
"As you are aware, on the 1st March 2010 ANZ acquired Landmark's Financial Services loan and deposit book. Permanent Custodians Ltd remains as your

lender and trustee for the RURAL Program, however ANZ now acts as servicer under the RURAL program” (Landmark/PCL still our lender as we thought)

After reading the Notice of an event of default I remember asking my wife: “*who are Permanent Custodians? I thought we were with Landmark*”.

87. On or about the 20 Feb 2012, we received notices of mediation. We observed that, in those notices, the ANZ was claiming that ANZ was the lender and not Landmark/PCL. We were confused as we believed our debt was still with Landmark. We did a Title search on our titles held in the land register and found ANZ had been registered on the titles since 10 Dec 2010 as mortgagee. We knew nothing of this.

88. 23 February 2012, we sent a fax to _____ querying the obvious mistake he had made and asked other questions regarding ANZ now being as mortgagee on our Titles registered with the Titles office. Specifically, how did this transfer happen without our knowledge?

89. 27 Feb 2012, we received an email from _____ stating:

“we have previously supplied Letters of Offer dated 19 March 2010 & 21 October 2010 in which ANZ Banking Group provided funds to repay Landmark (PCL). Any action the bank is undertaking is for recovery of funds ANZ lent to yourselves. Notwithstanding I will provide the following additional information. The debts that ANZ repaid were not securitised by Permanent Custodians, ANZ replaced Landmark as the manager of the trust. No transfer of debt was undertaken between those entities.” **Note:** PCL and AWB have admitted they did securitise the loans in the Rural Program, they have never actually said they did not.

This was news to us. We thought that all we owed to the ANZ was the

\$51,000.00 overdraft. We did not receive any such letters of offer. We were simply threatened to sign securities or else and the Letters of Offer (based on what told us) were securities held by ANZ and a restructure of our Landmark facility by giving us time to try and reduce the debt with an impossible target to reach of which ANZ were fully aware and for the new \$260,000 overdraft

90. It was only then that we realised that the ANZ had tricked us by withholding the GST until we signed those mortgages (thinking they were securities held for the \$260,000 overdraft) and that is how the ANZ fraudulently perfected mortgages which they were not entitled to. The ANZ obtained mortgages over our leasehold properties through fraud, deception and outright misconduct valued at \$6,000,000 by giving us a \$50,000 overdraft. If it was a refinance it was a asset lend with terms that were impossible for us to keep. There is not one document in the whole of disclosure of any communication from us to Landmark or from Landmark to us that mention or otherwise anything about us paying out their loan through refinancing with ANZ. Our Lawyer's in December 2015 before mediation wrote to HWL Ebsworth(Lawyers for ANZ) and asked for proof of paying out Landmark of which they never responded and we never received. Based on the fraud the ANZ have committed and although the heritage properties have been sold, they must be handed back to the lawful owners at ANZ's exspence and detriment.

91. We have checked our Veda Credit File regularly and as of 2015, 2016, the 19th Feb 2017 and present, it still shows Landmark as our credit provider. Landmark have also accessed this file in 2013 and 2014, so obviously, there was no payout from ANZ.

Note: Receivers and Managers being appointed by Banks on natural persons such as sole traders and partnerships may be illegal.

Insolvent natural persons are subject to the Bankruptcy Act, and a Trustee is appointed

Insolvent companies are subject to the Corporations Act and a liquidator is appointed. The liquidator has responsibilities as a controller if a company. This is where ASIC has a supervisory role over the conduct of a liquidator. Asic has confirmed with us that a Bank can not appoint an external liquidator or a Receiver on a sole trader or partnership. We were a partnership.

92. Early June 2011 we had a visit at Burslem from the lending manager of ANZ in Sydney (and from Adelaide). They told us *“not to worry, this was just to kick the tyres so to speak.”* He rang us from Hughenden the night before to get directions out to Burslem Station. He was drunk and used vulgar and inappropriate language.

93. 18 September 2012, the Police cut locked chains to the front gate to the leasehold property Burslem, drove in and waited out of sight until I got home. When I returned to the homestead and parked in the shed, they parked me in. There were 2 officers, a male and a female, both in uniform and both armed. They served me papers, which was the Statement of Claim from ANZ. The claim was only addressed to my wife who was not there at the time. As the Police were leaving, they photographed all of our machinery and anything else of value, none of which was encumbered or covered by a mortgage to the ANZ.

94. Early October 2012, we filed an Intention to Defend into the Supreme Court Brisbane. On the 15 Nov 2012, we received a Default Judgement against us.

95. 6 February 2013, we received Enforcement Warrant and possession of land and stock and on the 26 Feb 201 the Townsville sheriff attached Enforcement and Possession warrant to the front gate at Burslem Station.

96. 21 March 2013. The Sheriff contacted HWL Ebsworth, lawyers inquiring which judge was hearing the matter.

97. 22 March 2013, HWL Ebsworth contacted Judge after 5 pm Friday requesting an early hearing for the following Monday as the removalists had already left and would be waiting in Hughenden.

Note: Our Barrister at the time wanted to take the court to the court over what he called, the Lawyers for ANZ leading the court and misconduct.

98. 26 March 2013: Hearing before , the possession order was allowed. Managers moved onto the properties that afternoon before we could get home from Brisbane and removed all of our belongings from the properties. All our banking files from the filing cabinet went missing, with some turning up in disclosure. Some of my wife's family artifacts from Gallipoli went missing also.

99. 30 March 2013: I requested from AMC, (the managers appointed by ANZ) to be allowed to remove all cattle that were not on the Stock Mortgage that belonged to my Father. I was allowed to remove some cattle, but AMC ordered that most of them had to stay.

100. April 2013, we filed our appeal against the ANZ's Default Judgement, Enforcement Warrant and the Possession Warrant orders of Judge .

The appeal was allowed.

101. 24 May 2013: We made our first attempt to take back possession of Burslem Station, but failed. Police arrived fully armed and in full SWAT gear. The police told us that we had not given notice to all parties that we were taking back peaceful possession and therefore could not do it. We told them we would take this advice and give the parties 3 days notice, which we did.

102. 31 May 2013: Second attempt to take back possession of Burslem Station, the property was already vacated by AMC , there was no-one present to resist our return.

103. 4 June 2013: We met the police up at the gate into Burslem Station for a meeting. 2 police cars and 5 police officers attended. Another vehicle was with them but pulled up about 200 metres away, no one got out of the Vehicle while we were there. The Receivers allege the Police served us with the notice of appointment of Receivers and Managers (PPB). However this service did not occur.

Note: Through conversation with ASIC, the bank can not appoint an external liquidator(Receivers and Managers) on a sole trader or Partnership under Commonwealth Law. In most mortgage memorandums of terms and conditions it states the bank has the right to appoint Receivers only if the law permits. If you are a sole trader or partnership, the bank can only send you into trusteeship(bankruptcy). We were a partnership not a Company.

104. 6 June 2013: Hearing by Judge in the Supreme Court Brisbane for a restraining order to stop us selling anything until we had a hearing regarding the possession and enforcement warrant of orders. The order was granted. This was the first time we heard that the AMC managers appointed by

ANZ had resigned and left Burslem Station.

105. 12 June 2013: Received email from (HWL Ebsworth lawyers for Receivers PPB) attaching a draft order for possession for the hearing on the 13 June 2013.

106. 13 June 2013: Thursday hearing before Judge in Supreme Court Brisbane. I attended briefly by phone but rang off due to stress and anxiety.

107. 14 June 2013: We confirmed with the Supreme Court in Brisbane that no order from Judge had been handed down. We were advised that, given it was 4:30pm on a Friday afternoon, no such order would be handed down now until Monday the 17 June.

108. 16 June 2013: My wife received a call from Sergeant from the Hughenden Police Station on **Sunday** 16 June advising her that he had received an order and he was coming down with the Receivers to talk with us about the serious position we were in. My wife asked him what was the order, as she knew there was no order handed down Friday by Judge Sgt. told her it was a possession order. My wife asked who signed it. Sgt. told her that it was stamped, but there was no signature in the signature block. He told her twice more that there was no signature on the order.

109. When the Police and receivers turned up at Burslem Station on the same day (Sunday), the (unsigned) order had subsequently been signed. It was rejected

and they all left and went back to Hughenden. We believe the order was falsely signed by the receivers.

That afternoon(Sunday), we were copied in on an email from _____ to the Supreme Court in Brisbane, requesting an urgent hearing on Monday 17 June (the next day) for contempt orders against us, for not allowing service of the order in question.

110. 17 June 2013: On Monday before the hearing on 17 June 2013 set for 2:30 PM, we received an email at 12:58 PM from _____ that said, *“Attached, by way of service, is a copy of the sealed orders made on 13 June 2013.”*

It was the same order except it had a copy of the stock mortgage attached to the order that we believe was falsely signed and that the Receivers attempted to serve on the previous day. To our knowledge _____ was not allowed to serve us by email unless ordered by the court. Interestingly _____ trying to serve it now?

I attended the urgent hearing briefly by phone at this hearing but rang off due to stress and anxiety. The receivers obtained Seizure of land orders.

111. We were totally in disarray and the feeling of helplessness was to the extent that I was almost passing out. The fear and uncertainty of what was happening and the thought of losing our heritage properties was too much. We just could not understand how these people could just keep coming when we had an appeal coming that could end all this. How could the receivers sell the properties when we might win the appeal against the Bank (which we did), this would stop the receivers actions and stop the sale of the properties immediately. How could

we stop them?

Note: On the 29/06/2014 we received an email from the Senior Sergeant of the Longreach Police replying to Liz after we reported this criminal act of the signature on the order of . He had spoken to Sergeant of Hughenden Police and he confirmed the order was unsigned in Hughenden. Senior Sergeant said he would make further inquiries to the Supreme Court Brisbane.

On the 6/ Aug/ 2014 We received an email from the Supreme court in Brisbane confirming they had not been able to find the owner of the signature on the orders of the 13 June 2013.

Note: We asked the Supreme Court for a copy of this order a few months after this incident happened. This copy of the order is significantly different from the original order that is in question. On the first page at the top there is a stamp which has the date, filed in Brisbane on it. There is another stamp further down smaller in size and has the word copy at the top of it. At the bottom of the page the stamp has been carefully placed almost in the same position as the original but it is turned slightly to the left. The signature on the third page is very different from the original in question.

112. 27 June 2013: 9 Police officers and Receivers took back possession of Burslem Station. No orders were served at any time on us. There was no Affidavit of service and Liz and I were not on the properties at the time. Friends of ours were present at this time and were removed.

113. 16 July 2013: 99 head of my fathers' cattle were sold. To date my father has

not received the proceeds from the sale of these cattle.

114. 10 Sept 2013: The Receivers PPB advertised the properties for sale. My wife tried to put a notice in several papers including the Queensland Country Life and the local paper to say that the sale was conditional on the outcome of an appeal. They stopped her by using the restraining order that was part of the 17/June/2013 orders of _____ and the papers would not run the notices.

Note: The requirements of the Land Act 1994 **must** be satisfied regarding leasehold land when there is a Mortgagee in Possession, a Mortgagee exercising a power of sale, an appointed Receiver/Manager. *A Mortgagee **must** notify the Minister with in 28 days of entering into possession of a mortgaged lease.* To our knowledge this did not happen.

*The lease **must** not be offered for sale by public auction or a contract of sale entered into until at least 28 days after the Mortgagee has published a notice that the lease is for sale, in a newspaper circulating generally in the locality of the lease.* This did not happen.

*A Mortgagee **must** first offer the lease for sale by public auction unless the Minister has given written approval to sell the lease by private sale.*

To our knowledge there was no approval from the minister. Nothing in discovery. The Receivers actually sold the leasehold properties by tender. They also did not mention in the advertising of the leasehold properties that Receivers and Managers were appointed. There was no mention of Mortgagee in possession or Receiver sale.

115. 10 Oct 2013: We applied for a stay order to stop the sale of the properties until after the appeal. **This was denied. The argument put forward by the Receivers lawyers was that the Brownings tried to get stay orders against the bank and not the Receivers, the receivers were the agent for the mortgagor and therefor stay orders against the bank could not stop the Receivers ?.** It was also the judges opinion that we had little chance of

succeeding in the appeal. However we did succeed in the appeal. On that same day we were served outside the court with a notice that we had 28 days from this date of this letter to remove the rest of our chattels off Burslem Station.

116. 11 October 2013: The Casterton and Burslem leasehold properties were sold. Most of my father's Droughtmaster breeders (which were not part of any stock mortgage) were sold with the property. One of the agents _____ that sold the properties and the purchaser knew these were Peter's (my father) cattle, and did not belong to us.

We found in disclosure copies of emails between HWL Ebsworth lawyers and the Receivers, one in particular explained to the receivers on how to perfect the theft of my fathers cattle. *"The DPI Brand Search shows the Certificate Name as "Peter Alexander Browning". To avoid questions from the purchaser about registration of the brand name not coinciding with the vendor we recommend simply inserting the brand name "lazy P B4" in the Contract Particulars on page 1 of the livestock contract."*

117. We found in discovery that the purchaser _____ also submitted a new second tender for the Burslem property, only hours before the cut off time on the last day, being over \$900,000 more than their first original tender and coming in just over the highest tender submitted for Burslem (\$25,000). It appears to us that the purchaser used unethical, corrupt and insider trading in the process of tendering which is illegal and defrauded the other tenderers. The purchaser also used a trust in the name of Wedgwood(the same as ours) to purchase the property.

Note: The _____ were noticed before the sale that we were fighting for the return of the properties before they purchased it and acknowledged this.

118. 7 November 2013: Hearing to have appeal adjourned was successful. My wife wrote to _____ (HWL) to collect the chattels from Burslem Station. We still had one day to notify the Receivers of claiming the chattels under their notice to claim chattels.

119. 8 November 2013: My wife was denied to collect the chattels as they were now abandoned. Kids pets including a poddy-steer, which we believe the Receivers ate, as well as private possessions.

120. 3 December 2013: We wrote a letter to the Minister requesting he not consent to the transfer of Titles of our properties until after the appeal. This request was denied.

121. 24 February 2014: The appeal was heard, with decision reserved.

122. 11 March 2014: Appeal Judgement handed down. Successful, ANZ's Default Judgement, Enforcement Warrant and the Possession Warrant orders of Judge _____ were set aside. A full trial was granted, we were able to get discovery, which the bank had to have for us by Sep 2014 and we were awarded costs. The properties had been sold. The sale should have been stayed whilst there was an appeal at foot no matter what the chance of success was. To date we have not received any costs from ANZ.

123. Late June 2014: My father had other cattle agisting on a neighboring

property(Dunrossie). That property went into Receivership (Ferrier Hodgson). The new purchaser of Burslem Station notified our Receivers (PPB) that the Browning's had cattle on agistment and that the neighbor's property had gone into Receivership.

124. PPB moved on the cattle and tried to sell them. We intervened through the Police in Longreach. We were totally out of funds and resources to fight the receivers and were not in any state of mind to handle this ongoing nightmare. We were threatened with contempt of court and bankruptcy and were forced to sell all of the cattle and put the proceeds into trust until we had the issue resolved in the court.

125. On or about the 30 July 2014: Email sent to the Supreme court in Brisbane with attached copies of Justice order of the 13 June 2013, requesting verification and identification of the signature on the order.

126. 6 Aug 2014: Email from the Supreme court in Brisbane confirming that they had not been able to find the owner of the signature on the orders of the 13 June 2013.

127. Mid Sep 2014: Advised if we attended mediation with ANZ and the Receivers they would agree to pay our son's school fees out of the trust from the sale of my father's cattle, as we had received notice that our son could not return to school if the overdue fees were not paid.

128. 24 Oct 2014: We attended mediation. No deal was reached. The ANZ 'back flipped' on our agreement and would not agree to allow us to pay the school fees out of the trust (my fathers money) for our son.

129. 2015: Directions Hearing for Browning ANZ Trial.

130. June 2015 we employed new Solicitors from Sydney. After the introductory meeting we had, we believed they better understood the case and did not appear to be afraid to take on the big banks like the others we had.

By September we thought we had a good chance as was assigned to our case under the head soliciter and owner of the firm. was aggressive and could see clearly what we were saying about the bank and Receivers conduct. He understood the cattle saga and the banks position.

Early September asked HWL Ebsworth Brisbane to send some of the original documents in question regarding the signatures to Sydney for a viewing at the HWL Ebsworth Office. He viewed them and took pictures of the Landmark Stock mortgage. Immediately after the viewing he called me very excited and told me my hunch was correct, he had no doubts about the signatures and we need to get them forensically tested at once.

On or about the 14/Sep/2015 I was in Sydney with the Solicitors and I engaged Forensic Document Services (Sydney). took over from here and I flew home on the 17/Sep/ 2015. From this moment things went quite and we did not hear from again, only who appeared to take over from . We heard nothing back about the signatures.

We received an email with our defense attached which had been changed and was what we believed to be very weak and off track. We replied and said as much. Catherine organized a conference by telephone with us on or about 08/Oct/2015 We were quite upset and questioned where she had us basically now admitting to the ANZ term loan in the defense and running on the

unconscionable conduct only of the short terms of the loan instead. We argued the point and she all of a sudden screamed at us that we did borrow from the ANZ and paid out landmark. We hung up in disgust and bewilderment and thought here we go again, the bank has got to them too.

131. Dec 2015: Mediation. ANZ attempted to keep money in the trust from the sale of my father's cattle. No deal was reached.

132. 17 March 2016: Judicial Review Hearing. Successful

133. 7 April 2016: We received the Forensic Report from _____, who is the head of the handwriting expert association in Australia. The report confirmed that the signatures on the Landmark letter of offer, Landmark Settlement Authority, Landmark Authority to Amend, The Queensland Land Registry documents, Landmark Finance Application and the Landmark Stock Mortgage had been cut and pasted (i.e. **FORGED and FRAUDULENT**).

134. 13 April 2016: I was a self-litigant as I could not afford Lawyers. I filed an Application for a fresh action and or to join Landmark and PCL to the main ANZ case on the findings in disclosure and the Forensic Report of new evidence of fraud which was to begin on the 6 June 2016 of which all parties were served. At this hearing on 13 April 2016, when this evidence was put forward to Judge _____, his comments were, *"So what Mr Browning, what do you care, how does it affect you"* I told him that it was criminal and that it needed to be investigated. Judge _____ replied "this isn't a criminal jurisdiction is it" I lost and had to pay costs of Landmark, PCL, Receivers and ANZ. Interestingly, to

date I have not received a costs order for this hearing.

135. We attempted to get a transcript of this hearing but were told I could not as yet because Judge needed to 'review' it and revise it and that hadn't been done yet.. Revised ? Does that mean take facts out of the transcript that may be incriminating ?? For who ?

136. 31 May 2016: Our lawyers received a call from ANZ lawyers (HWL Ebsworth) that there was a possibility of a deal to indemnify each other and walk away before the main trial which was due to commence Monday June 6th 2016.

137. 2 June 2016: Our lawyers sent an email of proposal to indemnify each other and to leave Landmark Operation Limited and Permanent Custodians out of proceedings. It was not a deed.

138. 3 June 2016: An email arrived early afternoon from ANZ lawyers (HWL) wanting all their parties indemnified including Landmark, PCL and including half the money held in trust for my father's cattle. We had to let them know by 4PM. At approximately 4:30 PM the ANZ barrister called about our position. Our Barrister told him we refused the offer. ANZ then told our barrister that the ANZ was still open to discussion.

139. It was later agreed verbally that ANZ would not indemnify Landmark and PCL, all ok, so we were told. We then received an email from our lawyers at around 5:30PM stating that we needed to come up with \$4,000 to pay court fees for our counter claim by 9:30AM Monday or we could not run that part of the case. This blew us away. Why would they tell us this now? It was Friday afternoon and everything was shut. We had no more funds anyway, which they knew, but this

ruined any chance of finding some additional funds. Now we had no counter-claim.

140. 4 June 2016: Our lawyers drafted and sent our Deed of Settlement through on Friday night's agreement. The lawyers for ANZ drafted up a new Deed and backflipped on the indemnities and emailed it through at 5:24PM. At 5:54 PM our Barrister called us and said that we had until 6PM to sign or the deal was off. I went off at our Barrister and told him how dare he put us into a situation of having to decide in a few minutes and I asked him who was he really working for. That evening the ANZ barrister told our Barrister that he was unaware of the forensic report(a bit strange as he was representing ANZ at that hearing) and that there were loopholes in the ANZ Deed and we could always fight the Deed if we signed it. We refused to sign it.

141. We were totally distraught, physically sick and exhausted, stressed and had given up hope, lost faith in the court system and lawyers and judges. My wife was literally lying on the floor of the motel crying, exhausted, being sick and in a very bad state.

142. 6 June 2016: ANZ Browning trial. We could not pay for our claim part of the case. Lawyers and new Barrister who did not have time to prepare. Tried for adjournment. Dismissed.

143. Trial went ahead. We lost.

144. 28 Oct 2016: We had a hearing for Peter Browning V PPB (Receivers) with Judge over the cattle proceeds held in trust from Sep/Oct 2014. The Receivers Lawyers(HWL) were using the landmark fraudulent documents that were in the forensic report on us. Court was adjourned as my wife could not attend to give evidence on that day as her father was very sick and she was

admitting him to hospital.

145. Our lawyers and Barrister sat there knowing about the fraudulent Landmark documents being used against us and the Receivers and HWL and so did Judge
Our lawyers did not ask the Judge to hand them up to the DPP
(Department of Police Prosecutions) as was requested. They told me to keep my powder dry, we can win this.

146. On or about the 20 March 2017: I demanded our Lawyers hand up the documents with the expert report at the next hearing for the cattle and force Judge to hand them up to the DPP. They said we did not need to, we can win this case. I said, "if you don't, I will".

147. 22 March 2017: 5 days out from the continuation of the cattle trial of Peter Browning, PPB capitulated. Monies in the trust fund were immediately forwarded to my father and they released the ANZ stock mortgage from the PPSR, which the cattle were not on anyway. They also signed consent orders to pay Peters costs and agreed to use the costs assessor our Lawyers recommended. The ANZ bank is now saying they will not pay the assessed costs and want to run it back through the courts. So we win but we don't win just because they say so.

In the event that we do not get a satisfactory settlement with ANZ, I will ask the Senate through Senator Roberts to refer my case to the High Court in the criminal jurisdiction for a review or retrial.

148. **Documents not relied on or tried to strike out by ANZ**

149. 26 July 2013 Letter from
advising us that:

(Administration manager Landmark)

Note : [REDACTED] and [REDACTED] and Barrister (HWL Ebsworth) were lawyers for the ANZ, the Managers and the Receiver Managers(agents for the mortgagor) at all times. We believe this would have been a massive conflict of interest if in fact the Receiver Managers were the agent for the mortgagor.

Some of the ANZ Documents found in disclosure

- [?] ANZ Application (only 2 pages, not signed, not dated and all other pages missing)
- [?] ANZ Application to set up trust account (signed, not dated, our names hand written by someone else, rest blank)
- [?] ANZ Periodical payment authority (signed, not dated, our first names hand written by someone else, rest blank)
- [?] ANZ Disbursement Authority (signed, not dated, our names and partial particulars filled in after signing hand written by someone else, rest blank.)
- [?] ANZ Letter dated 30 April 2010 mortgages of the Browning's not registrable. More documents have been prepared and the clients approved 11th May 2010. (nothing makes sense here, even if a typo it still does not fit. We believe docs were being manufactured for Trial.)
- [?] ANZ Internal Credit Memos in September 2010 saying the Browning's were re-

documented in March and their securities are unenforceable ANZ/PCL.

ANZ Documents not found in disclosure or anywhere else

- ☐ No mention of refinance
- ☐ No mention of paying out Landmark
- ☐ No agreement to payout Landmark.
- ☐ No acknowledgement from Landmark that debt had been paid out.
- ☐ No communication between the Brownings and Landmark regarding payout.
- ☐ No mention of payout figures or communication with either Landmark or ANZ about payout figures.
- ☐ Our legal council asking for details and particulars from ANZ for proof of payment which ANZ never replied. **Can provide evidence if requested**
- ☐ Internal ANZ Sep credit memos 2010 used in a hearing that were different to the ones supplied in discovery.
- ☐ Other documents that were used in hearings that were not in discovery.
- ☐ No affidavits of service of the orders of Justice (13 and 17 June 2013)

ANZ and Receivers Costs

Of particular importance is the issue of GST and the exorbitant costs incurred from March 2013 to April 2017 of \$1,636,628.00. These expenses were deducted from our ANZ account called Loan Enforcement Expenses and details Advised Separately.

A total of 23 transactions were deducted from our account and named as Details Advised Separately. To date none of the details of these transactions has ever been forwarded to us, no receipts, no invoices and no other information what so ever regarding these costs.

In relation to the GST, PPB used our private DA&EE Browning ABN for all transactions to do with Burslem & Casterton Station instead of the Firm RJ Wedgwood ABN which was always used for business. PPB opened a second account under the banner of our existing DA&EE Browning and added "/002" to our ABN using this account for all transactions. PPB claimed the GST refund from the costs incurred on this ANZ account of \$1,636,628.00 and never placed the GST refund generated by these costs back into this account.

The funds for the cattle belonging Peter Browning that were sold in July and Nov 2013 by PPB, were never received and to our knowledge the GST from these sales has never been paid to the ATO.

In Feb 2015 the Receivers (PPB) sent a bailiff accompanied by a police officer from Longreach to our intermediate place of residence with possession orders for personal property for the costs of hearings of the 13th and 17th June 2013. The Bailiff would not allow my wife to copy the documents for our records and therefore my wife refused to sign them. They left. The ANZ and Receivers owed us approximately double this amount of the orders from our Costs that we won in the Appeal of which they had not paid.