

29th October 2017

The Committee Secretariat,
Select Committee on Lending to Primary Production Customers,
Department of the Senate,
PO Box 6100,
Parliament House..
Canberra ACT 2600.

Dear Sir/Madam,

I would like to take this opportunity to respond to issues raised in Rural Banks response to my Submission and evidence, dated the 29th September 2017.

In writing his response, Mr. Renney has based his response information, on Sworn Affidavits that were used in the Brisbane Supreme Court cases against me in 2012 and 2014

My Response to my “Core Allegations.”

. Mr Renney, on page 2 of his response, mentions” Rural Banks’ response to Mr. Wallaces’ core allegation” *As Rural Bank understands it, Mr Wallace’s core allegation is that he was not in default under his facilities with Rural Bank when receivers and managers were first appointed on 8 August 2011. Mr Wallace further alleges that ‘Rural Bank failed to give a required Notice of Default’ prior to appointing receivers and managers.*

Mr Renney, you are spot on. Under the Constitution, Real Property Acts and other Commonwealth and State Legislation, Rural Bank **must** serve the required Notice, before appointing Receivers and exercising any power of sale.

Mr Renney waffles on until page 6, point 10, dealing with nothing regarding with my “Core Allegation.” He seems more concerned with what happened well after the

appointment of the 8th August 2011 of Ferrier Hodgson in the “big boys club” in which I’m referring to the Supreme Court Brisbane.

Jump up and down as you like, but this is just my opinion. It is then he acknowledges that Rural Bank did not served the required Notice of Default.; 10. *So, it is not the case that receivers were appointed on 8 August 2011 ‘without a default event’. **It is the case that Rural Bank had not given a ‘notice of default’ to Mr Wallace prior to appointing receivers, but:***

• ***there was no requirement under either the applicable facility terms or the terms of the livestock mortgage for Rural Bank to issue a ‘notice of default’ prior to appointing receivers (and for obvious reasons, given that notifying a party of the potential or pending appointment of receivers might result in secured property being damaged, destroyed, removed or hidden); and***

Mr Renney appears to be not be familiar with Rural Banks’ relevant documents, eg; Livestock Mortgage, Facility Terms, Memorandum of Common Provisions of Mortgage and Letters of Offer. Below is Section 16.2 of Elders Rural Banks’ Livestock Mortgage relating to “Notices.”

Notices, 16.2 “Elders (Rural Bank) or a Receiver need not give notice or a demand to the Mortgagor or allow time to elapse before exercising a right, power or remedy under this Deed or conferred by law, unless notice or demand or a lapse of time is required by law which cannot be excluded. If the law requires that a period of notice must be given or a lapse of time must occur or be permitted before a right, power or remedy under this Deed or conferred by law maybe exercised, then:

(a) where a period of time or lapse of notice is mandatory, that period of notice or that lapse of time must occur or be permitted by Elders (Rural Bank); or

(b) where a law provides that a period of notice or lapse of time may be stipulated or fixed by this Deed, one day is stipulated and fixed as that period of notice or lapse of time and, without limitation, where applicable, one day is stipulated and fixed as the period of notice or lapse of time during which:

(i) default must continue before a notice is given or requirement otherwise made for payment of the Secured Money or the observance of obligations under this Deed; and

(ii) a notice and requirement for payment of the Secured Money or the observance of obligations under this Deed must remain not complied with before Elders’(Rural Banks’) rights, powers or remedies may be exercised.

Under Property Law Act 1974 section 84 and National Credit Code section 88, after reading the above Rural Banks’ Mortgage document, it reads that Rural Bank must serve the required Notice of default before appointing Receivers and exercising a power of sale.

Why would we,(quote Mr Renney “and for obvious reasons, given that notifying a party of the

potential or pending appointment of receivers might result in secured property being damaged, destroyed, removed or hidden.” End of quote,) have been in constant contact with Mr Luck and Mr Luff discussing the agistment cattle if we were trying to hide them. Plain Dumb!! The above quote of Mr Renneys’ is typical of Rural Banks’ absurd reasons for their unlawful actions.

An interesting quote from **Elders Rural Banks' Livestock Mortgage**

2. Mortgage;

2.1 The Mortgagor enters into this Deed in consideration of Elders (Rural Bank) agreeing to

(a) provide or continue to provide advances or other financial accommodation to or at the request of the Mortgagor; and

(b) forbear demanding immediate payment of the Secured Money; and

(c) make a further advance of \$1.00 to the Mortgagor, if demanded.

Another point of interest Mr. Renney may be able to clarify ,is on the Mortgage, Form 2 Version 2, page 2 point 1;

Consideration

The consideration for which this Mortgage is given is Elders (Rural Bank) forbearing to sue immediately in respect of financial accommodation already provided or presently providing or agreeing to provide financial accommodation or at any time or from time to time in the future providing financial accommodation to or at the request of the Mortgagor and whether at the discretion of or during the pleasure of Elders (Rural Bank) or otherwise.

. I was not in default at the time of appointment of Receivers 8th August 2011 as evident by non-service of the required Notice of default. In all of Rural Banks’ relevant documents, they contain the wording “At any time after an Event of Default has occurred” and “at any time after the occurrence of an event of default.” Rural Bank has the right to appoint a Receiver Manager or enact the power of attorney. A Receiver can only be appointed after an Event of Default.

As for the Power of Attorney, I have or a representative on my behalf , have been to the Titles Office and I’ve phoned the Titles Office requesting ALL documents that are required to be attached (under the Land Titles Practice Manual in Queensland) to my Mortgages/Titles, there is NO Power of Attorney

Registration of Power of Attorney Clause in Mortgage or Other Instrument or Document [16-2050]

By a specific clause in most leases, mortgages, etc, it is usual for the lessee or mortgagor to appoint the lessor or mortgagee as their attorney. While these appointments are usually granted in the **event of default** under the terms and conditions, this is not always the case.

Exercise of these powers is confined to the land referred to in the lease or

mortgage, unless otherwise specified in the instrument or document.

Where the power of attorney clause is only able to be invoked upon default of some kind, evidence of such default must be deposited at the time of lodgement of the power of attorney.

For example, the following clause is effective to grant an immediate power of attorney under s 132 of the Land Title Act 1994

‘... and to secure payment to you of any amounts outstanding whether debt, interest or costs, I charge all my property, both real and personal, present and future, with the amount of my indebtedness until discharged, such indebtedness to include all matters referred to in Clause [number] hereof and I hereby appoint as my duly constituted attorney your manager for the State in which the said debt was payable...’.

A power of attorney clause in a mortgage that has been discharged may only be registered if the mortgagor has not been discharged from personal covenants under the mortgage. A power of attorney clause of this nature and one in an unregistered short term lease, an instrument or document that has not been registered in the registry or certain deeds and agreements is capable of registration as a power of attorney.

In order to register a power of attorney clause, the following documentation **must** be produced **with** the registry **Form 16** – Request to Register Power of Attorney:

- (a) a copy of the registered instrument or document obtained from the Land Registry (which need not be a certified copy); or
- (b) an unregistered, executed copy of the registered instrument or document (eg an unregistered duplicate or triplicate); or
- (c) an original executed deed or agreement (eg a mortgage debenture containing a power of attorney clause).

In all cases the documentation produced will be returned to the lodger after registration (s 133(3) of the Land Title Act 1994).

If default is a pre-requisite of the power of attorney, evidence of default (ie a declaration as to default having occurred and service of notices on the defaulting proprietor(s)) and a copy of the notice(s) must be deposited. In these instances the date of default is the date of the power of attorney. If default is not a pre-requisite, the date of the document that contains the power of attorney clause or event specified is the date of the power of attorney.

The above are governed by Real Property Legislation and Codes.

I will now touch on the statements of Mr. Renneys' and the Acts that Rural Bank has not complied with.

1. Notice of Default.

Firstly, the importance of the required Notice of Default, on accepting their appointment, it is in Ferrier Hodgsons' best interest to have viewed this notice to confirm whether they are validly appointed. If proven to be invalid, Rural Bank and All their Agents are liable for Trespass and theft. I must highlight Mr. Renneys' admittance to being guilty on behalf of Rural Bank on page 6, point 10, of Rural Banks' response, that the required Notice of Default was not given/served.

2. Second proceedings.

Rural Bank did not commence the second proceedings on 7th June 2012, it was in fact Ferrier Hodgson, 5100/12 Colwell & others V Wallace & others.

3. Claim and Statement of Claim.

Rural Banks' Claim and Statement of Claim (Land only, no cattle) 31st August 2012, under UCPR 24 had expired;

24 Duration and renewal of claim

(1) A claim remains in force for 1 year starting on the day it is filed.

(2) If the claim has not been served on a defendant and the registrar is satisfied that reasonable efforts have been made to serve the defendant or that there is another good reason to renew the claim, the registrar may renew the claim for further periods, of not more than 1 year at a time, starting on the day after the claim would otherwise end.

(3) The claim may be renewed whether or not it is in force.

(4) However, the court's leave must be obtained before a claim may be renewed for a period any part of which falls on or after the fifth anniversary of the day on which the claim was originally filed.

(5) Before a claim renewed under this rule is served, it must be stamped with the court's seal by the appropriate officer of the court and show the period for which the claim is renewed.

(6) Despite subrule (1), for any time limit (including a limitation period), a claim that is renewed is taken to have started on the day the claim was originally filed.

and also under UCPR 19 was signed by an Entity ;

UCPR; 19 Originating process must be signed

The plaintiff or applicant, or the person's solicitor, must sign the originating process.

The Bank/ Receivers solicitor was Martin David Byres, as noted, bottom right corner of page 1 of Claim, Ref: **MDB**/ELDE5223-9084396/1

MDB, abbreviation for Martin David Byres, whom is not Corrs.

4. Validity of 8th August 2011 Receivership.

The validity of the 8th August 2011 Receivership was never challenged in Court. I had instructed my Lawyers to challenge the validity due to non-service of required Notice but they would not go there in court. If they did touch briefly on the Notice they would not contest the requirements of this important Notice.

5. Livestock Mortgage;

Receivers 10;

In Rural Banks' relevant documents, they **must not** appoint a Receiver, until **after** an **event of default has occurred**. I was **not** in default, therefore an event of default had **not** occurred. If Rural Bank claims the Seasonal Trading Account was over the limit, not one Cheque was drawn down without prior approval by the

Bank, before a Cheque was presented. This was done by either phone calls or at times emails. Michelle was constantly in contact with the Bank on my behalf, updating the Bank with our everyday activities in the running of our Business. This included Cheques that needed to be drawn down.

If Ferrier Hodgson were my Agents, John Wallace and myself, sent them a Cease N Desist Notice on the 29th May 2012 due to their incompetent cattle husbandry practices. There is also a major conflict of interest, with Ferrier Hodgson being my Agents but engaging Rural Banks' Law Firm Corrs Chambers Westgarth.

6. Ownership of Walkcege as at 8th August 2011;

Mr. Renney, quote, "Walkcege" was (as that time) owned by Mr Wallace's brother, John Wallace, and Geoffrey John Stralow. The mortgaged livestock were situated on "Walkcege" pursuant to a written 'Agistment Agreement' dated 25 May 2012 between John Wallace, Geoffrey John Stralow and Charlie Wallace (by Mr Colwell and Mr Michael in their capacity as receivers and managers as agents for Charlie Wallace as mortgagor.) end of quote.

Walkcege was not owned in partnership by John Wallace and Geoff Stralow as at that time of Receivers being appointed **8th August 2011**. It was in fact, solely owned by John Wallace. John was unlawfully and unwillingly, forced to sell a part of Walkcege to Geoff Stralow, with settlement date being **30th May 2012**. The "Agistment Agreement" was invalid due to being signed by Geoff Stralow on the 25th May 2012.

Stralow on the **25th May 2012** when he was not the registered owner of any part of Walkcege. Geoff was not the registered owner of any part of Walkcege until the **30th May 2012**, when settlement took place. So therefore the original "Agistment Agreement" between John and myself dated **20th July 2011** still stood. Ferrier Hodgson, in fact no one could sign on my behalf as there is no Power of Attorney, registered, in the Titles Office.

In June 2012, in Mr. Colwells sworn Affidavit, he swore that the **second respondent**, who happened to be my **brother John**, **appointed the Receivers, Ferrier Hodgson** over Johns' own property and Livestock and our Livestock. It reads as John put himself in voluntary Receivership and appointed Ferrier Hodgson over our agistment Livestock. When I asked John regarding this matter, he said at no time did he appoint Ferrier Hodgson.

7. Repairs on Walkcege;

If and only if, the repairs on Walkcege were carried by Ferrier Hodgson and staff to the satisfaction of the Bank, why was the Receivership not lifted to allow us to resume normal trading and meet our commitments to the Bank? Why is it that Ferrier Hodgson will not provide any evidence of the claimed work being carried out? The truth of this matter is, myself and an employee of mine, repaired the minimal water repairs required and (at my request in a phone call to better known as) repaired the minimal fencing that needed repairing, hence the truth to this matter is Ferrier Hodgson do not have any evidence, but they invoiced John for \$103,000 for completion of this work. I would appreciate Ferrier Hodgson to start providing factual evidence. We purchased 3 x 8,000 gallon poly water tanks and paid the freight to have them delivered to Walkcege. Ferrier Hodgson has included these already paid for tanks in the invoice to John for \$103,000. That is criminal to charge for goods not supplied.

8. Default;

There was no default, as indicated on covering letter with Deed of Appointment (DOA) below;

“ the effect of our appointment and various issues going forward and in particular:”

- Addressing various operational issues;
- Fixing the water;
- Organising a muster;
- Looking at a realisation strategy for cattle owned by John; and
- Looking at the potential viability of an ongoing agistment arrangement with yourself in respect of your cattle.

Will Colwell.

Looking at the above partial extract of the covering letter of Will Colwells', there is no indication of a default, only an operational issue which Mr Renney claimed was rectified supposedly by the Receivers in the last paragraph on page 3. There is also no indication of selling/stealing our cattle, but only looking at potential viability of an agistment agreement. This seemed strange as John and I had already drawn up a legally binding agistment agreement. There is no Notice of Default recorded, along with the Power of Attorney in the Titles Office.

In a 14th July 2011 by Mr. Luck, he has deadlines by, say, end of August, September, October and November, why were the Receivers unlawfully appointed 8th August 2011?

As to the email Luck sent on 22nd July 2011, a high percentage of our replies were by phone until May/June 2012, I requested no further correspondence by phone only in written format from now on. The reason being, friends of mine told me to do this as it would come back to bite me later, as Banks' **cannot** be trusted. Banks' do not have very good track records at being honest.

As for Mr. Renneys' claim, Mr. Luck was present at the meeting in Townsville at our Accountants Office in February 2011, is so far from the truth, I will walk from Charters Towers to Townsville naked if he can prove any factual evidence to this claim that Mr. Luck was present at that meeting. Mr **was not** present at this meeting. He's absurd in a lot of his written response. It seems to be a tradition with Rural Bank and their Agents to be able to have a certain ability to tell porky pies. Present on that particular day in February 2011 was, myself, Michelle Lamb, Gary Luff (Rural Bank Townsville), , her sister and our two children, and . We were actual there doing an annual review and completing a forward Forecast Cash Flow Plan for the upcoming 5 years. Townsville Rural Bank Branch Manager Mr. Gary Luff had a lot of input into the Forecast Cashflow Plan that was being done that day. On the day of appointment of Receivers we were actually some \$150,000 in front of agreed Forecast Cashflow Plan done at our Accountanys in the presence of Mr. Luff. Might I add, Mr. Luck altered our cattle selling program on the 20th October 2011, without any input from us. He did this to try and prove we were behind in our selling program but I actual proved him wrong in a phone conversation, where we were indeed in front of our program. Mr. Renney, there was no meeting on the 14th July 2011, this is in fact an email you are referring to. The first time we met Mr. Luck was in fact on the 4th July 2011, on the verandah of Coronation, but none of what you mention was discussed. We discussed certain but not all issues in the 14th July 2011 email. Most of these issues were in the process of or had been addressed, with Mr. Luck saying, to have to him by say, end of August, September October and November 2011. Mr. Luck acknowledged we had taken steps in addressing certain issues he had raised in 14th July 2011 email by mainly phone. At this meeting there was no indication of Receivership pending. It was very calculated by Mr. Luck, in asking if there were any more cattle to go to Walkcege on a few occasions with me replying yes, it wasn't until I said no more cattle going to Walkcege, he then appointed Receivers. It appeared, and still appears to me that he wanted me to agist as many cattle as we could, so then he could appoint Receiver as John did not have enough cattle for the Receivers to take. Someone had to pay the Receivers, and what better way than let us put a high number of cattle on Walkcege to pay the invalid Receivers.

Mr. Renney, I'm starting to feel sorry for you, not knowing the absolute truth to the events that took place. Mr. Renney, it is the case there was NO event of Default. Mr. Luck, Mr. Luff or any other Rural Bank representative, never said or mentioned Default prior to the appointment of Receivers. It was not until 19th March 2012 did we receive a written reason for Receivership. Even then there was no mention of default on covering letter of DOA.

9. June 2012.

Mr Renney claims, " Mr. Wallace refused to remove the padlock and chain_____." The truth to the matter is, I had been evicted off Walkcege by Ferrier Hodgson, I was not on Walkcege, (I was at Newburgh, some 330 kilometres away) and our cattle were now in the hands of a very, very , useless incompetent Ferrier Hodgson Agent, , so there is no way possible I could be responsible for locks and chains Mr. Renney is referring to.

Martin David Byres requested help or threatened the involvement of Police on numerous occasions, which I find intriguing, as I went to the Police for help but was told in no uncertain terms, it was a **civil matter** so the Police **could not** get involved. So why did they get involved when requested by Ferrier Hodgson and David Martin Byres? I had major concerns, with animal welfare issues with Ferrier Hodgson being in charge of our cattle.

In the cattle removed off Walkcege by Ferrier Hodgson, there were cattle not bearing the Mortgaged brand, not NLIS tagged and calves up to 16 months of age not branded. I do not believe these cattle were transported with a NVD Waybill.

10. Suncorp; 11th January 2012.

Mr. Renney, why did Rural Bank refuse Suncorps genuine Letter of Offer to relinquish my debts to Rural Bank and purchase an interest in Walkcege, which would of repaid Johns' and my debts in full to Rural Bank, which is what Rural Bank was requiring. WHY?? All Suncorp required was temporarily lifting Receivership, to allow, Suncorps' refinancing to finalise. Mr. Gorogo of Suncorp and myself, spoke to a Mr. Terry Crowley of Asset Lending, Rural Bank, on the 24th January 2012 and he was prepared to temporarily lift the Receivership to allow refinance to finalise but, Mr. Luck returned and immediately blocked this. This is the same person, Mr. Phillip Furhman-Luck, who told me in a phone conversation, that when he is finished with me, I will not be able to go to another Bank.

My belief was proven to be correct as Ferrier Hodgson took 58% of proceeds. Included in these proceeds were some \$183,000 in agistment monies due to John Wallace but the Receivers pocketed these monies as well as cattle of Johns' they sold. Do you, Mr. Renney, condone this type of behaviour from a Rural Bank employee and their Agents? Do you believe this is evidence of a personal vendetta against me?

After we tried to redeem our Mortgage with Suncorp Offer, Glen Smith of Corrs Chambers Westgarth, sends a Letter of Demand on the 18th January 2012, a week after we offered to redeem Mortgages. Strange??

I do believe there is Legislation or a Law where a Bank cannot decline redemption of your Mortgages.

11. Termination Notice;

Mr. Renney, why did John receive a Termination Notice, yet Rural Bank and Ferrier Hodgson never afforded us the same entitlement after the finalisation of the 8th August 2011 Receivership. Was this action so I could not advance our refinancing efforts believing we were still under Receivership, so no other Bank would want to refinance us? We were unaware of the Receivers ceasing to act as of 24th October 2012 until after second appointment in 2014. There appears to be some major issues in Rural Banks' dealing with Clients that needs addressing.

The figure of cattle you have quoted sold off Walkcege belonging to us is incorrect. The correct figure is 1,647 head. I have invoices to back my claims that we received a far better average price that was deposited in Rural Bank Account, than what Ferrier Hodgson did with cattle off Walkcege. The proceeds from cattle we sold outside the Receivership were deposited in our Bank Account within 14 days of sale, Ferrier Hodgson sold cattle September 2011 and May/June 2012 with no proceeds going to Bank Account until 24th October 2012, all the time we were paying penalty interest rates. Mr. Renney, is this fair and is this common practice for Rural Bank?

Cattle we sold averaged \$663 per head into our Account, whilst Ferrier Hodgson cattle sold, only averaged \$258 into an unknown Account. Any reasonable Bank Manager would know of the ridiculous costs involved in Receiverships. Mr. Renney, don' t you dare try and blame me for these ridiculous Receivership costs. Mr. Renney, how can you dispute my valuations of cattle when myself, my father and his father before him been involved in the cattle industry for at least three generations. Nobody, and I mean nobody else knows the value of your own cattle like yourself. We live and breathe with these cattle, so don't try and tell me one of your so called air condition experts can possibly know the values and markets available, better than I do.

You mention \$866 dollars for cows, and cows with calves, these same cattle, I had a

sale for at \$900 per unit, (that was in the hand, plus GST,with no ridiculous costs to be taken out, and Ferrier Hodgson wanted to take over the deal, but the buyer I had found, did not want to deal with Receivers as he wanted the sale proceeds to go direct to our Account. The sale I had was on property, the eventual sale of these cattle by Ferrier Hodgson, was on time payment and delivered at my costs. The sale I had, plus the cattle already sold by Ferrier Hodgson, would of met the repayments contained in 19th December 2009 Letters of Offers due on the 7th and 30th November 2011. Is that a better sale price in your mind, then by the Receivers? You mention it was a “substantial premium given the condition of those cattle.” Can you please elaborate on what you mean by this? I have photographic evidence of the Walkcege cattle, grass and water, not in any way supporting the claims, of the Bank, Receivers and your own personal views you have at times mentioned in your response. These photos were taken by a registered Livestock Agent of a large highly regarded by all in the cattle industry, not that long after cattle arriving at Walkcege and the photos I took whilst mustering in May 2012. Can you please provide photographic evidence of your claim of the given “the condition of the cattle.” I am sure Rural Bank is aware that an animal welfare issue can only be decided by the relevant bodies,i.e; Bio Security, DPI, RSPCA, etc. Mr. Renney, there are 5 photos taken by the above mentioned Agent, towards the end of my response. If this is not enough evidence for you, I have close on 100 hundred photos taken at and during the Receivership over Walkcege. I am very happy to show all these photos to the Select Committee and the general public if that is what you would like me to do. There is nothing better than factual evidence to support truthful claims.

12. Service of Claim;

On page 7, Mr. Renney claims I was evading service of the 31st August 2012 void Claim. Mr. Renney, this is far from the truth, I never indicated to anyone I would make myself available for service as I was unaware of this Claim being at the Pentland Police Station. The first I knew of the Claims existence was when Martin David Byres sent a email dated 19th October 2012. On receiving this email, I immediately rang the Pentland Police Station, at 8.45am on the 22nd October 2012 and spoke with Police Officer ,and asked did he have a document there for me. He replied, yes. I then proceeded to read the entire email to him, and when I finished reading,” he said Lee, they are putting words in my mouth. I never told you about the document.”

On the advice of a friend, we drove to Pentland on the 23rd October 2012 to collect this document. On arrival at the Pentland Police Station, the Police Officer was not in the Office so I rang him and he said,” I’m at the school Lee, What’s up? “ I said I’ve

come to collect the Document you have for me, he said, "I've returned it to sender."

On the same friends advice, we then flew to Brisbane to collect the Document. On the 25th October 2012, we went to Corrs Chambers Westgarths' Office to collect the Document from the Bank and Receivers Lawyer. We left that Office without the Document. We later sent an email to Martin David Byres, requesting at least a copy of the Document and service of the original at a later date. Eventually, we received a copy, but never the original and the required **Affidavit of service of Claim**, is not on the Court File.

13. Judgment and Martin Byres' acts

10th January 2014, Rural Bank obtained an irregular Default Judgment in their favour. The following reasons are why the Judgment was entered irregularly.

(a) Failure by Bank to serve required Notice of Default;

(b). Failure by Bank to serve/give the required UCPR 389(1) Notice of Intention to Proceed.

(c). Claimed filed on 31st August 2012, was outside the UCPR Rules timeframe guidelines. Rural Banks' Claim had expired, but in their haste to rob me, they neglected procedure. UCPR 19, does not say a corporation can sign and UCPR 24, (1) A claim remains in force for 1 year starting on the day it is filed.

(d)

We filed a Conditional Notice of Intention to Defend, at 12.30pm, on the 1st November 2012. This Notice is on the 7928/12 Court File. During a phone conversation with FOS, in November 2012, we were told that no further steps in legal action can be taken under FOS Terms of Reference 13.1.

(e) Judgment was given under UCPR 281, 283-287, 289.

Read UCPR 286 (4) below :

(4) However, the plaintiff is not entitled to the judgment if the plaintiff's claim is for delivery of possession under a mortgage.

In an email from FOS to a Mr. Groom, Senior Manager, Operational Risk of Rural Bank, dated 2nd November 2012, quote "As a member of FOS, Rural Bank Limited is bound by our Terms of Reference.

*Under paragraph 13.1 of Terms of Reference, financial service providers **must not**:*

- Instigate legal proceeding against the applicant relating to any aspect of the subject matter of the dispute

- Pursue legal proceedings relating to debt recovery instituted prior to a dispute being lodged with FOS save to the minimum extent necessary to preserve the
- financial services providers legal rights, and, in particular, **must not seek judgment in those legal proceedings** provided the dispute is lodged before the applicant takes a step in the legal proceedings beyond **lodging a defence or a defence and counterclaim** (however described). Please note that an applicant will not be regarded as having taken a “step” in the legal proceedings relating to debt recovery if they attend a directions hearing or agree to consent orders of a procedural nature only being filed in those proceedings or
- take any action to recover a debt which is subject of a dispute with FOS, except in limited circumstances with our agreement.” End of quote.

Further evidence that Martin David Byres could not have served/given 389 (1)Notice.

Below are 2 emails, the first one from _____ of Dispute Assist who we engaged to act on our behalf during the FOS Case and secondly from _____, the FOS case Manager.

DISPUTE ASSIST EMAIL;
Dear Michelle,

I refer to your email below.

I can confirm that I did not receive any correspondence dated 18 November 2013 from Corrs Chambers Westgarth in regard to your matter.
In fact I received nil correspondence from them during the duration of dealing with your matter.

*Please note your matter with the **Financial Ombudsman Service (FOS)**, case No 302402 did not close until 24 December 2013, therefore no enforcement action can be taken whilst your matter is on foot with FOS.*

Regards

FOS EMAIL

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

From:

To:

Cc:

Sent:

Sun, 16 Aug 2015 23:33:35 +0000

Subject:

RE: Case No.

Hi Charlie,

As I explained in my last email, the statements that you have quoted from my

letter dated 16 October 2013 were based on internal Terms of Reference advice that I received from our legal counsel. The dispute was also reviewed by Lead Ombudsman, Philip Field at the time who confirmed the advice prior to me writing to you. I am unable to provide you with a copy of that advice as it is for FOS's internal use only. It is not provided to Applicants.

did respond to my letter dated 16 October 2013, on 20 November 2015 and provided the information we requested. A copy of her response and information was forwarded to Rural Bank, who reviewed the response, however it did not satisfy its requirements.

The matter was again reviewed by legal counsel and we provided our response to Wendy Murray on 24 December 2013. A copy of our response is attached.

The dispute was then closed on 24 December 2013.

Regards

Financial Ombudsman Service Australia

Below; Doc 24 is another FOS email confirming non service of 389 (1) Notice.

Doc 24

Charlie (Lee) Wallace

From:
Sent: Wednesday, 19 August 2015 4:04 PM
To:
Subject: RE: Case No.

Dear

I sent you an email off my phone, did you receive this email. I haven't sent an email off my phone before so I was unsure whether you received it. FSP Rural Banks' solicitor Mr Martin Byres claims on the 18th November 2013 where he supposedly "sent me by email or no was it by post" a Notice of Intention to Proceed on the 18th November 2013. I never received this supposed email or letter by post. I checked with our local Australia Post Contractors and they said they don't recall seeing a letter to me from Corrs Chambers Westgarth whilst sorting the mail at our local Post Office in Pentland. I checked with of Dispute Assist regarding whether she had received an email/letter from Mr Byres on the 18th November 2013 and she replied no he could not of commenced Legal action until file was closed. I spoke to Channel 9 in person in Sydney yesterday and today in person in Sydney I spoke to Channel 7 and certain lawyers.

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

From:
To:
Cc:
Sent: Tue, 18 Aug 2015 22:59:11 +0000
Subject: RE: Case No.

Hi Charlie,

That is correct. The FSP is not to commence legal action until the FOS dispute has been closed.

Regards

Attached below is Martin David Byres Notice of Intention to Proceed. I have spoken to the Brisbane Supreme Court on numerous occasions this year regarding judicial procedure and what documents need to be recorded on my File. The Notice of Intention to Proceed needs to be recorded on Court File but **is not** recorded on my file and the forged document **does not** have a **Supreme Court Stamp** on it. If Rural Bank is an honest Bank, it seems strange that they would use a dishonest Lawyer. Mr. Renney, could you please ask your Lawyer, at what date did he change his Corrs Chambers Westgarth letter head as seen on the bottom right hand corner on this Notice? Martin Byres has his name in the Ref. at bottom right hand corner, but once again, a corporation has signed on his behalf, which is against rule 19 of the UCPR.

Doc 24

SUPREME COURT OF QUEENSLAND

REGISTRY: BRISBANE
NUMBER: BS7928/12

Plaintiff: RURAL BANK LIMITED ACN 083 938 416

AND

Defendant: CHARLIE WALLACE

NOTICE OF INTENTION TO PROCEED

TAKE NOTICE that after the expiration of one month from the date of service of this notice upon you the Plaintiff intends to proceed with this action.

Signed:
Corrs Chambers Westgarth
Solicitors for the Plaintiff

Dated: 18 November 2013

TO: The Defendant

Notice of Intention to Proceed
Given on behalf of the Plaintiff
Rule 389(1)

9953341/1

CORRS CHAMBERS WESTGARTH
Lawyers
Waterfront Place
1 Eagle Street
BRISBANE QLD 4000
Tel: (07) 3228 9333
Fax: (07) 3228 9444
Ref: Martin Byres/MDB/9084396

Different from Claim 2012

The FOS File was NOT CLOSED until late afternoon **24th December 2013**. (Christmas Eve, lovely Christmas present) Which, Mr Renney has also mentioned this in point 26 of his response.

The quote above from FOS email to Bank on 2nd November 2012, is very clear that Martin David Byres could not possibly send the purported Notice dated 18th November 2013. The Notice is not recorded on the Court File. Mission impossible. Mr. Renney acknowledges in point 48, page 13, 2nd paragraph, that Martin David Byres did not send the Notice, as he has quoted a phrase of the Judge, "I am therefore drawn to the conclusion that one months' notice was **not given** strictly in accordance with the rule." Mr. Renney, I can send more concrete evidence regarding to complete failure of Martin David Byres to serve/give the 389(1) Notice,

It must be noted Receivers were appointed first working day back of the New Year, 6th January 2014, very sneaky on the Banks' behalf. Unethical Banking?

The August 2012 expired Claim, the irregular Default Judgment and Warrant for Possession, not one of these important Court Documents refers to **possession of cattle**, but only parcels of Land.

As noted on Rural Banks' website, a Document Rural Bank refers to as a Hardship Document, titled, "backing farmers over the long-term," in paragraph 10 of this one page Document; quote" Unfortunately, in this case, we have no option but to commence legal action. It's important to note that a bank has no automatic right to sell someones' property- we can only do so on a **Court Order**." End of quote.

Full Document below:

Telephone: 1300 660 115 service@ruralbank.com.au www.ruralbank.com.au

Backing farmers over the long-term

While seasonal conditions are not always in a farmer's favour, Rural Bank is committed to backing farmers over the long term.

Our specialist products are designed to help smooth out seasonal fluctuations in income and expenditure to help agribusinesses manage challenges. It's fundamentally what we're about.

We work with customers through times of unavoidable climatic issues, acknowledging that it's part of the vagaries of Australian agriculture. What this long term focus means is that farmers who have experienced prolonged drought or been impacted by economic or industry issues can start to recover when seasonal and external conditions improve.

This applies not only to farmers in Northern and Western Queensland or North-West New South Wales, but also to farmers across the country when conditions strike that are beyond their control.

In the majority of cases where adverse conditions do not ease, we are able to work with the customer from very early on to consider a range of options - we might suspend payments, lengthen the loan term, or in some other way adjust the terms of the loan to help them over the rough patch.

That approach almost always works well if the customer is prepared to keep talking with us and meeting the newly agreed conditions. Occasionally, though, even the new arrangements prove too much and the customer and bank agree the best course is to sell the property and move on. That's not a foreclosure, it's an agreed and amicable way to settle the debt.

The fact is however, **that despite our best efforts** and often following discussions over many months and often years, our customers are not always able to find their way through the difficult times.

In very few cases, we face the situation where a customer through no fault of their own is simply unable to honour the new arrangement. There are also instances where a customer refuses to acknowledge or rectify the situation or they wilfully breach the new arrangements.

In this situation, nobody wins. The customer's equity in the asset is quickly eroded and the bank's equity diminishes along with it.

Unfortunately, in this case, we have no option but to commence legal action. It's important to note that a bank has no automatic right to sell someone's property – we can only do so on a court order.

To obtain that order, we must satisfy the court that we have exhausted all other options to reclaim our shareholders' money. Only once the court is convinced there is no other way forward will it give the bank an eviction order.

When it gets to that stage, it is literally a case of cutting everyone's losses. At least by selling the asset, the bank can realise the value that does remain and not plunge our customer even further into trouble. Doing nothing but hope for the best is simply not an option.

Naturally we can't speak about individual cases without breaching privacy laws, **but there's always a lot to a story that doesn't make the headlines.**

As a regulated financial institution, we reject any assertion that we're in the business of inappropriate behaviour and even in the very few instances where the last resort of repossession is taken, we work over an extended time with all involved to ensure the best interests of all are protected, **including that of any livestock.**

UNIFORM CIVIL PROCEDURE RULES 1999 - SECT 286

286 Judgment by default—recovery of possession of land

(1) This rule applies if the plaintiff's claim for relief against a defendant in default is for the recovery of possession of land only.

(2) The plaintiff may file a request for a judgment for—

(a) recovery of possession of the land as against the defendant; and

(b) the following costs—

(i) costs for issuing the claim;

(ii) costs for obtaining judgment;

(iii) any other fees and payments, to the extent they have been reasonably incurred and paid.

(3) If the plaintiff files a request for judgment under subrule (2), the court, as constituted by a registrar, may give judgment.

(4) However, the plaintiff is not entitled to the judgment if the plaintiff's claim is for delivery of possession under a mortgage.

(5) If the court as constituted by a registrar is considering whether to give judgment, the registrar is not required to consider the merits of the plaintiff's claim against the defendant

Property Law Act 1974 Section 96;

Mortgagee accepting interest on overdue mortgage not to call up without notice 96.

- (1) Where the mortgagor has made default in payment of the principal sum at **the expiry of the term of the mortgage, or of any period for which it has been renewed or extended, and the mortgagee has accepted interest on the sum for any period (not being less than 3 months) after default has been so made, then so long as the mortgagor performs and observes all covenants expressed or implied in the mortgage, other than the covenant for payment of the principal sum, the mortgagee shall not be entitled to take proceedings to compel payment of the sum, or for foreclosure, or to enter into possession, or to exercise any power of sale, without giving to the mortgagor 3 months' notice of the mortgagee's intention so to do.**

Property Law Act 1974 Section 97;

Interest of mortgagor not seizable on judgment for mortgage debt

- (1) **On a judgment of any court for a debt secured by mortgage of any property, the interest of the mortgagor in that property shall not be taken in execution.**

2) This section applies to execution on a judgment whether obtained before or after the commencement of this Act, and applies despite any stipulation to the contrary in the mortgage.

14.

I never instructed _____ that I would voluntarily give up possession of my very valuable assets to an invalidly appointed Receiver, Ferrier Hodgson. Ferrier Hodgson do not practice any normal industry cattle husbandry practice standards.

- (2) It is immaterial whether the person is entitled to enter on the land or not.

We were in peaceful possession on both occasions caring for our assets, under normal standard cattle industry practices. I did not invite the Receivers in, as a matter of fact I

made it clear they were not welcome. We felt threatened by the arrival of these thugs resembling Receivers, we were all concerned for our own welfare as well as the Livestock, which prove to be correct after they took possession and unlawfully removed us.

At first, I never instructed _____ to set aside the Judgment, it was he, _____, in an email dated 14th January 2014, to me, he said he was going to apply to set aside Judgment. I then instructed him to set the Judgment aside but he failed to follow my instructions. I firmly believe, Martin David Byres, exerted enormous pressure on him so he would not apply to set it aside, judging by some of Mr. Renneys statements to which I am unfamiliar with. I would like a copy of all emails between Byres and Brown. _____ ceased acting as my instructing solicitor due to poor performances.

15.Deed of Agreement and Occupational Licence.

I now understand the importance of Rural Bank, Ferrier Hodgson and Martin David Byres urgency to have me sign these Documents. These Deeds were to try to hide all their unlawful past events. I requested before signing, if all parties could meet in Townsville to discuss the contents of these Deeds. Martin David Byres declined the request I believe without consulting his Clients first. Senior Manager of Ferrier Hodgson, Mr. Daniel Bond, told me he was not leaving until I had signed. I held out for three days before I very reluctantly signed under stress, _____ and immense pressure. Ferrier Hodgsons' Senior Manager Mr. Bond, witnessed my signature, under State Legislation, Land Title Act 1994 section 162 and Property Law Act 1974 section 45, a party to a Deed, cannot witness my signature. This Deed and Licence were now void. They were never dated and registered.

Land Title Act 1994 - SECT 162 162 Obligations of witness for individual

Land Title Act 1994 - SECT 162

162 Obligations of witness for individual 162 Obligations of witness for individual

A person who witnesses an instrument executed by an individual must—

- (a) first take reasonable steps to ensure that the **individual is the person entitled** to sign the instrument; and
- (b) have the individual execute the instrument in the presence of the person; and
- (c) **not be a party to the instrument.**

Property Law Act 1974; Section 45;

'Formalities of deeds executed by individuals.

(1) Where an individual executes a deed, the individual shall either sign or place the individual's mark upon the same and sealing alone shall not be sufficient.

(2) An instrument expressed—

(a) to be an indenture or a deed; or

(b) to be sealed;

shall, if it is signed and attested by at least 1 **witness not being a party to the instrument**, be deemed to be sealed and, subject to section 47,4 to have been duly executed.

I will explain how he was a party to the Deed and Licence, as contained in these actual Documents, and how him witnessing my signature immediately made these Deeds void.

Page 1; William Martin Colwell and Timothy James Michael (Receivers)

Page 2; Parties: William Martin Colwell and Timothy James Michael of Ferrier Hodgson (Receivers)

Page 5; Definitions;

Parties, means the parties referred to on page one of this document.

Receivers, means William Martin Colwell and Timothy James Michael, registered liquidators of Ferrier Hodgson, and their employees and agents.

Mr. Bond was an employee of Ferrier Hodgson, so he is covered by the definition heading of Receivers page 5, and page 2 the Parties are referred to as Receivers.

At point 2 of the 6th January 2014 Deed of Appointment, the Receivers are referred to as the Mortgagors Agent, so in all aspects the Receivers are a party to these Deeds.

Also noted, is, I had never met Mr. Bond prior to the 17th February 2014, under Land Act 1994 section 288A and Land Title Act 1994 section 11A, Mr Bond never asked me for 100pt identification or any ID to whom I may be, to actually verify I was the person signing the Deeds.

16. Agents;

Mr. Renney repeatedly throughout his response, refers to the Receivers being my Agents, the Agents of the Mortgagor, but in giving his evidence on Friday 11th August 2017, quote ;

“CHAIR: Coming back to Lee Wallaces’ case, Ferrier Hodgson were your agents under the banking code; I think receivers,

Mr. Renney: I think you said they were appointed receivers.

CHAIR: They're **your agents** under the banking code?

Mr. Renney: **Yes**." end of quote.

If they were the agents of the mortgagor, there would be a conflict of interest in engaging the same law firm as the Bank.

17. Sales of Properties Newburgh and Coronation;

Both properties were advertised for sale on flyers sent out and sold by Ferrier Hodgson as **Receivers sales**.

On document number 716291075, TRANSFER Form 1 Version 5 , for the sale of Newburgh, the Transferor is Rural Bank when it was sold as a Receivers sale.

General Consent Form 18 Version 5, Rural Bank has transferred Newburgh as a Mortgagee exercising a Power of Sale yet it was advertised as a Receivers sale. Below, Newburgh is advertised as Receivers' Sale across the top left hand corner, so how is it possible then to be transferred as a Mortgagee exercising a Power of Sale???

CORONATION

AUCTION

11.a.m. Tuesday 12th August 2014,
at the Sovereign Tavern,
Charters Towers

5,401 hectares (13,346 acres) leasehold land, 30 km south of Charters Towers on the bitumen Gregory Development Road.

Coronation is primarily comprised of level to gently rising open woodland with red soil ridges, black soil hollows and fertile sandy loam creek flats rising to low hills with steeper slopes and rocky outcrops. The timber profile consists of ironbark, bloodwood and box with scrubby sandalwood and bauhinia, some brigalow with black ti tree gullies and wattle and silver leaf ironbark on the higher areas.

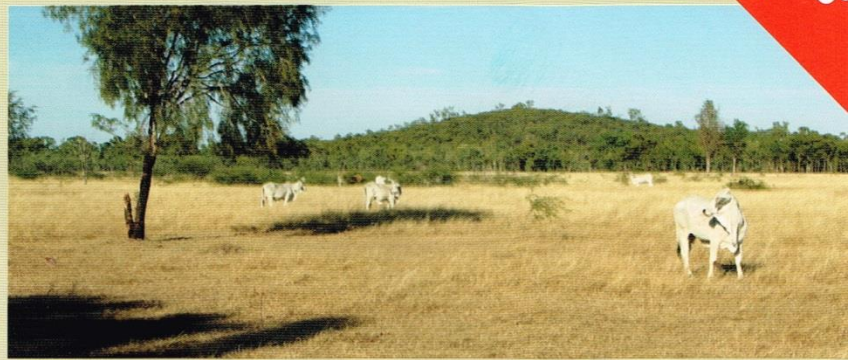
Roughly 1,000 acres of the better flats have been cleared and support heavy pastures. The property is well grassed throughout by Indian couch, black and white spear, some blue grass with scattered buffel and seca stylo.

The stock water supply is provided by five bores and five main dams of various capacities feeding a network of tanks and troughs.

The homestead complex includes basic but functional living quarters, storage shed, machinery sheds and cattle yards built in steel and timber. The property is fenced into 14 main grazing paddocks (plus holding paddocks) with most fencing in stock proof condition.

Coronation will be offered bare of livestock, plant and equipment.

Heavy carrying country, well grassed with bitumen road access and a valuable location handy to Charters Towers.



Ferrier
Hodgson



Charters Towers 07 4787 2244

Lorin Bishop 0419 799 081

Brisbane 07 3840 5503

John Burke 0428 457 976


www.eldersrealestate.com.au

WEB ID 6751538

The particulars contained herein are supplied for information only and shall not be taken as a representation in any respect on the part of the vendor or its agent. Interested parties should contact the nominated person or office for full and current details.




RECEIVERS' SALE



Newburgh

Proven breeding and fattening property highly regarded locally and offered with a valuable herd in place.

39,500 HECTARES | 97,605 ACRES



270 km north west of Charters Towers

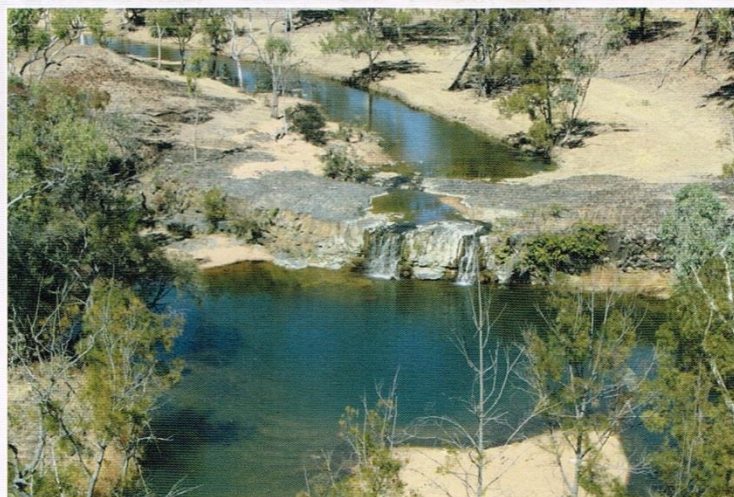
Newburgh comprises an ideal balance of basalt finishing country and safe granite breeding country with extensive black soil plains interspersed by red soil woodland of coolabah, ironbark or box running to open granite forest with sandy loam soils and gravelly ridges plus steeper slopes with isolated range areas.

The property is generally well grassed mostly by native species Mitchell grass, black spear, some Indian couch plus kangaroo grass and edible shrub. Newburgh is a very clean property virtually free from woody weeds.

An evenly distributed stock water supply is provided by 17 bores equipped by electric, diesel or solar pumps and 4 windmills all with tanks and troughs, also 14 dams plus springs and permanent holes in creeks and the Clarke River.

The homestead complex includes a highset five bedroom house and staff quarters with storage and machinery sheds. There are two sets of steel and timber cattle yards with all necessary handling facilities. The property is boundary fenced and subdivided into 10 main paddocks plus laneways.

Newburgh will be offered with roughly 4,200 mixed cattle mostly high grade Brahms plus basic station plant.



AUCTION 11.a.m. Friday 5th December 2014 at Jupiters Hotel Casino, Townsville

Lorin Bishop 0419 799 081
CHARTERS TOWERS 07 4787 2244

John Burke 0428 457 976
BRISBANE 07 3840 5503

www.eldersrealestate.com.au
WEB ID 7189144



Ferrier
Hodgson

The particulars contained herein are supplied for information only and shall not be taken as a representation in any respect on the part of the vendor or its agent. Interested parties should contact the nominated person or office for full and current details.

Below are two photos of the sale of Coronation without interference by Rural Bank and Ferrier Hodgson. This is an example of the normal practices when selling a property in North Queensland lawfully. The information supplied below is accurate.

The two Receivers Sale are very inaccurate and not a true indication of the property and the word to describe cattle numbers “roughly”, one would expect a more accurate number from these experts on numbers, Chartered Accountants, Forensic Accountants, Receivers or whatever they like call themselves when they rock up on your doorstep. Remember Dolly Partons’ great song, Coat of many Colours, well Ferrier Hodgson are a firm of many descriptions, in other words, jack of all trades but masters of none. They are completely out of their depth when it comes to the Beef Industry. If allowed to keep operating in an Industry beyond their expertise and experience, major damage will be caused to the Beef Industry. Remember, if the kitchens too hot, get out.

— AUCTION — AUCTION — AUCTION —

5,401 ha

CORONATION

5,401 ha

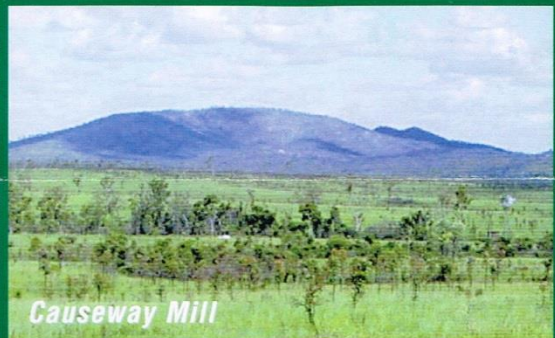
Renowned breeding and fattening property

Friday 27 May, 2005 – Commencing at 11.00 am – RSL Club, Charters Towers

CHARTERS TOWERS CATTLE PROPERTY



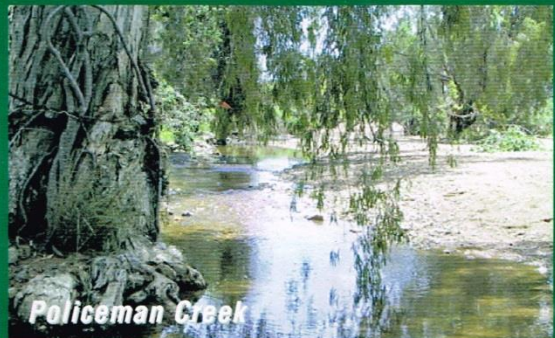
House Yards



Causeway Mill



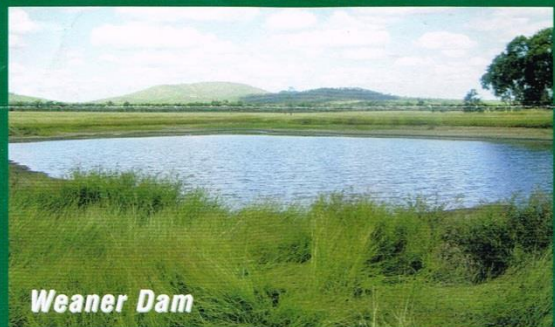
Bullock Paddock



Policeman Creek



Weaner Paddock



Weaner Dam

***Ideally located only 32 km from Charters Towers
Inspection by appointment only***

Geaney's

"The Auctioneering Specialists"

Contact: Jim Geaney 0429 874 000
158 Gill Street, Charters Towers - Ph: (07) 4787 4000

geaneys@bigpond.com

RURAL PROPERTY • LIVESTOCK • REAL ESTATE

— AUCTION — AUCTION — AUCTION —

5,401 ha

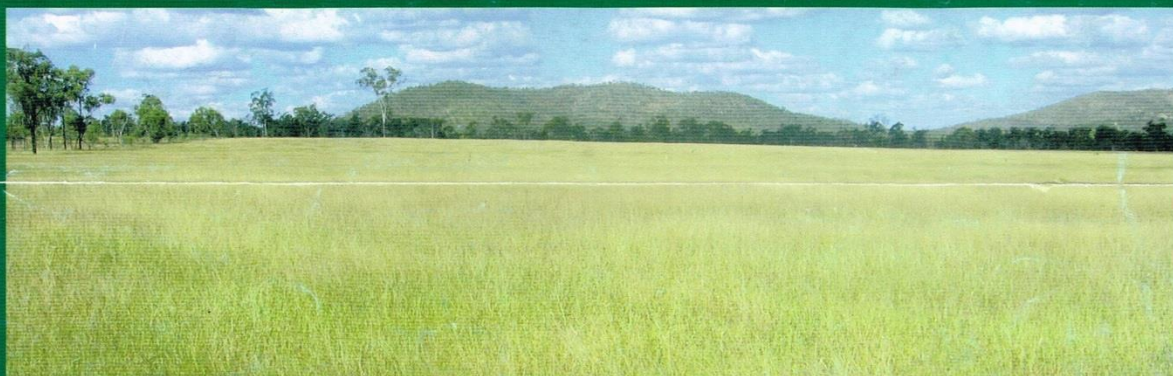
CORONATION

5,401 ha

Renowned breeding and fattening property


Friday 27 May, 2005 – Commencing at 11.00 am – RSL Club, Charters Towers

CHARTERS TOWERS CATTLE PROPERTY



Location: 32 km from Charters Towers along the Charters Towers/Clermont Highway. Bitumen Road frontage.

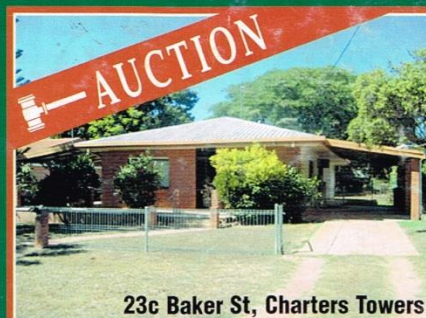
Water: 7 bores & 8 dams.

 **Fencing:** All boundary fenced & subdivided into 16 paddocks

Cattle Yards: 1 set maintained cattle yards.

Other

Improvements: Main dwelling, mens quarters, shed/quarters, generator shed, tool shed, machinery shed, 4 bay hay shed



23c Baker St, Charters Towers

**Lot 2: 4 Bedroom Home & Land Package
To be Auctioned 27th May 2005 at 11.30am
RSL Club, Charters Towers
(immediately after "Coronation")**

***To be sold
bare of plant
and cattle***

NB: We take no responsibility for any errors or discrepancies, if any, in the above particulars which have been compiled from information supplied to us by the owners and are subject to revision or withdrawal without notice.

Geaney's

"The Auctioneering Specialists"

Contact: Jim Geaney 0429 874 000
158 Gill Street, Charters Towers - Ph: (07) 4787 4000

geaneys@bigpond.com

RURAL PROPERTY • LIVESTOCK • REAL ESTATE

Liontown, a neighbouring property on the South Western side of Coronation sold early 2015 ,for \$8.7 million at approx \$240 per acre.

Notice of Completion of Sale under Property Law Act 1974 section 85, Newburgh is noted as “Notice of Exercise of Power of Sale by Rural Bank.

The required Notice is meant to be served within 28 days from completion of Sale.

Coronation was settled, 11-9-14 with Section 85 Notice served 20-1-15, some 131 days after completion of sale. We all know Banks and Receivers think they are above the Law.

18. Request for Payout Figures.

!2th May 2014 I requested a genuine payout figure from Rural Bank.

13th May 2014 Martin David Byres supplies inflated payout figure with his firms already paid legal fees added on to deliberately increase the payout figure.

I also requested another payout in November 2014 and received a response the 4th December 2014,

Below is a list of legal fees paid to date; These are drawn from my Seasonal Trading account in favour of Rural Bank and Ferrier Hodgsons’.

23 -4-12 MISC DEBIT EFT CORRS CHAMBERS	\$ 932.25
11-5-12 EFT-CORRS CHAMBERS WESTGARTH	\$ 9,322.50
29-6-12 MISC DEBIT LEGAL FEE	\$ 32,649.05
12-7-12 LEGAL FEES	\$3,003.53
14-8-12 LEGAL FEES	\$4,674.91
16-10-12 MISC DEBIT EFT-CORRS CHAMBERS WESTGARTH	\$5,765.38
29-11-12 MISC DEBIT SOLICITOR FEE 9/10 to 22/10	\$ 1,887.60
13-8-13 MISC DEBIT EFT-CORRS CHAMBERS WESTGARTH	\$12,984.40

30-10-13 MISC DEBIT EFT-CORRS CHAMBERS WESTGARTH,	\$5834.40
7-11-13 MISC DEBIT CORRS CHAMBERS WESTGARTH	\$686.40
16-12-13 LEGAL FEES	\$10,639.20
26-3-14 MISC DEBIT CORRS CHAMBERS WESTGARTH	\$29,416.10
14-1-14 MISC DEBTIT LEGAL FEES INVOICE 6678869	\$743.60
11-4-14 LEGAL FEES	\$2,944.70
8-5-14 MISC DEBT CORRS CHAMBERS- INV 6691807 (Whoopee we have an invoice number ,maybe there is a tax component involved)	\$43,381.16
6-614 MISC DEBT CORRS CHAMBERS	\$56,801.51
21-7-14 MISC DEBT CORRS CHAMBERS- INV 6699105 (Man we are becoming professional)	\$27,135.42
8-8-14 MISC DEBT CORRS CHAMBERS- INV 6702550	\$ 21,516.55
9-9-14 MISC DEBIT CORRS CHAMBERS WESTGARTH	\$62,244.57
22-10-14 LEGAL FEES	\$45,024.36
10-11-14 LEGAL DEBIT LEGAL FEES	\$10,432.35
11-12-14 MISC DEBIT CORRS CHAMBERS WESTGARTH	\$9,577.69
15-1-15 MISC DEBIT SOLICITORS FEES	\$17,308.34
11-2-15 MISC DEBIT CORRS CHAMBERS WESTGARTH	\$11,558.25
15-4-15 MISC DEBT CORRS CHAMBERS	\$400.40

Total Legal Fees up to 15-4-15: \$426,864.62

I am unsure if I have quoted all legal fees as my Bank , Rural Bank ceased sending me Bank Statement in December 2013.

This does not include any Legal Fees from 15-4-15, up to when Rural Bank lost in the Sydney Federal Circuit Court in their attempt to Bankrupt me on the 2-2-16. The Bankruptcy was set aside and Costs awarded in my favour. These Costs are still to be determined.

_Mr. Renney, these figures appear to be more than a childs' tuck shop money. The above figure is more than I received from Rural Banks' appointed Receivers Ferrier Hodgson on the 26-10-12 of \$426,001.66. This paltry figure, was from the sale of 1,647 head of fat bullock, fat cows, fat cows with calf at foot, stud bulls, cows and heifers, with a realistic value of \$1.6 million.

The above, under **request for payout figures**, is in response to point 49 of your response to my Submission and evidence. Do you still believe my written Submission is “factually inaccurate and untrue? You certainly know how to get the bristle on my neck standing by asserting I am not telling the truth.

You have all the Bank Statements, if you would care to take the time to read through them. It is very interesting, why did Rural Bank cease sending Bank Statements to me. The last Statements I received was in December 2013. Is this a common practice of Rural Banks', or is it that Rural Bank sold my Debt to Ferrier Hodgson, who then became debt collectors and then Rural Bank was entitled to claim Mortgage Insurance?

This is just my opinion after doing considerable research. I found documents where the NAB were assisting Rural Bank in Securitising \$520 million of Farmers Loans in August – September 2009. NAB and Rural Bank put on hold the Securitisation of these Farmers Loans, until ME Bank “tested the waters with investors for a sale of residential mortgaged- backed Securities”. I also found where Rural Bank was registered as a Foreign Bank on the 11-3-2011 signed by David Andrew Oataway. Amazing what one can find when you have your back against the wall taking on corruption.

Media Release: 18 August 2009

NAB Arranges First Securitisation of Rural Bank's Farm Loans.

National Australia Bank has arranged Rural Bank's inaugural, publicly rated securitisation of a \$520m portfolio of loans to broad-acre farmers across Australia. The securitised loans will be assigned to Rural Bank's special purpose vehicle, Agri Trust 2009-1, which will issue three classes of rural mortgage-backed securities, Class A Notes, Class B Notes and Class C Notes. Class A and Class B Notes are expected to be assigned 'AAA' and 'BBB' ratings respectively by Standard & Poor's, while Class C Notes will be unrated. The 'AAA' rated

notes are expected to be repo-eligible under Reserve Bank of Australia guidelines. All notes will initially be subscribed by Rural Bank.

The transaction launches today and will be funded in early September. NAB will provide interest rate swaps and bank accounts to Agri Trust 2009-1. The transaction also incorporates a well-defined and clearly documented standby servicing arrangement with Perpetual Trustee Co. Ltd, which specifically caters to the specialised rural loan servicing requirements of this highly-rated transaction.

'This transaction is a positive step for securitisation markets, given the downturn in volumes we have seen over the past two years. It brings together the fundamental strength of Australia's broad-acre farming, Rural Bank's expertise as specialist lender to this sector, and NAB's innovative securitisation structuring capabilities. We have worked closely with Rural Bank in conducting an extensive review of the credit risk and cash flow dimensions of their rural lending program. In turn this supported the analysis undertaken by S&P to assign ratings on the rural backed notes' said John Barry, Head of Securitisation at NAB.
Ends.

John Barry is available for interview or further comment. For more information please contact:
Amy Johnson,
Wholesale Banking Corporate Affairs, National Australia Bank

Rural Bank waits for ABS investors

Wednesday, 02 September 2009 6:29am

Rural Bank Ltd will delay a planned sale of \$520 million in asset-backed securities, AAP reported.

ME Bank, however, is testing the waters with investors for a sale of residential mortgage-backed securities, the Financial Review reported. If completed, any securitisation by ME Bank would be the first genuine deal in public markets since the credit crunch descended more than two years ago.

NAB was helping Rural Bank sell the ABS notes, secured by commercial loans over farming property.

"We're just going to wait until the markets open up a little bit more in terms of securitisation before we attempt to issue those notes into the general marketplace," chief financial officer Steve Laidlaw told [AAP](#).

19. Monies paid for Properties, Livestock and other assets;

Point 51 of Mr Renneys' response, I take objection. There is no better expert than myself to

knowing these cattle. I am total blown away by a Bank Manager who lives in South Australia I presume, in an air conditioned Office, and a Receiver who lives in an air conditioned office in Brisbane would or could have better factual knowledge of my cattle, their values and all other aspects involved with the running of the properties better than myself.

Point 52 of Mr. Renneys response, he is correct in stating Coronation sold at Auction 12th August 2014 for \$1.58 million. This price is well below market value and considering Rural Bank had Coronation valued by a registered valuer at \$2.45 million previously.

I have a Ledger Report from my Accountant stating;

11-9-14 MISC CREDIT SETTLEMENT FUNDS \$1,376,489.09 (this would be remaining settlement funds for Coronation)

11-9-14 MISC CREDIT SETTLEMENT FUNDS \$158,000. (this would be the required 10% on fall of hammer)

He is also correct in saying Newburgh sold for \$5 million on the 5th December 2014, but he failed to say with a guaranteed minimum of 4,200 head of cattle. There was considerable more cattle than this figure. The Bank also had a registered valuer , value Newburgh at \$6.125 million bare of Livestock.

In the same Ledger Report;

16-1-15 MISC CREDIT SETTLEMENT FUNDS \$830,223.76 This is not 10% of \$5 million nor is it the \$5 million purchase price. With Rural Bank not being transparent and honest by providing any evidence to prove me wrong, we can only work off what my Accountant has provided. Between 20th February 2015 and 11th April 2015, the new owners removed/sold 1,522 head of cattle to

, 19&20 February 2015,

, 24 & 27 March 2015 and , 11th April

2015. I believe the \$830, 223.76 is covered by the sale of these cattle.

There is no record of payments for cattle, plant and equipment or freight and feed subsidies under the Bio Security BJD quarantine.

Conclusion;

Mr. Renney, there is only one area where we need to concentrate on, that is 8th August 2011. Rural Bank **did not** follow the “**exact terms of Rural Banks’**

Mortgages.” What governs Rural Banks’ Mortgages? Is it the Constitution, Banking Code, Commonwealth and State Real Property Acts and Legislations. All activities engaged there after by Rural Bank, Ferrier Hodgson and all their Agents, will need to be criminally investigated at some time in the near future.

Mr. Renney, I have in fact, lived this horrendous life now for over 6 years, due to the unlawfully presence of Rural Bank, Ferrier Hodgson and all their Agents. There are a significant number of Graziers/Farmers, Small Business Owners and Home Owners who are suffering the same unlawful activities carried out by other Lending Institutions and Receivers.

If, as stated by Mr. Renney, in Rural Banks' response, that my submission is factually inaccurate and untrue, why is it, Rural Bank will not come forward with requested documents to help clear the dispute. At the bottom of this response is a list of documents I would like and some questions answered.

On page 22, 11th August 2017, Rural Bank giving evidence, Ms. Gartmann and Mr. Renney agreed to meet with me. Since that day, they still have not met with me, even though it is recorded on Hansard they would be happy to meet with me.

I believe it to be in all Parties best interest to meet. I am extending an invitation to meet with me in Townsville or preferably Charters Towers, as soon as it is suitable for you both, with no Lawyers involved. Maybe work in with meetings with other Rural Bank clients in North Queensland.

Maybe if you provide the following Documents and answer the following question with genuine proof of your answers, you may be able to correct me if I have something factually incorrect. I will be the first person to apologise if I have made an incorrect statement, but I require significant factual evidence to prove me wrong.

I have more evidence supporting all my claims, including more evidence of Rural Banks' involvement in Securitisation of Farmers Loans.

Below is a sample Photos taken by a Queensland Rural Livestock Agent , of the agistment cattle on Walkcege, not long after the Walkcege 8th August 2011, appointment of Ferrier Hodgson, Receivership. There appears to be no concern of cattle in poor condition. There is no evidence of the country being in drought condition. There are a lot more of these photos, plus photos I took during the Receivership period that provide NO evidence of any Animal Welfare concerns. I have now put forward substantial evidence supporting my claims,







Attached below is a sample of the NVD Waybills incorrectly completed by Ferrier Hodgson agent I have reported this issue to the former Campbell Newman State Government, Bio Security, Charters Towers and Rockhampton Stock Squad, the Brands Department in Toowoomba and other relevant bodies. The Treasury of the Turnbull Government has all the evidence at his disposal to pass it on to the relevant bodies to deal with issue but has not happened as yet. No action what so ever has been taken.

Graziers' even without a Mortgage could possibly lose everything due to the incorrect completion of these Waybills, by live export bans and meat export bans.

The inside cover of the NVD Waybill book explains how to complete a NVD Waybill, when the person completing the Waybill does not know the history of the Livestock.

The first page, which is a white page, explains your obligations in completing the Waybill.

3. (c) The NVD is fully and accurately completed; and

(d) The statements made in this declaration section of the NVD are correct.

As I was the registered owner and person responsible for the husbandry of my Livestock until I was unlawfully removed by Rural Bank and Ferrier Hodgson, I was the person, along with Michelle Lamb who actually knew the full history of my livestock. We will now summarise Waybill Number 15318703;

Question 1; falsely completed;

Question 2; falsely completed;

Question 3; falsely completed; (we had bought in hundreds of outside cattle we had purchased over the years and there was also cattle belonging to other graziers depastured on my properties, which the Receivers sold.)

Question 4; falsely completed;

Question 5; falsely completed;

Question 6; falsely completed;

Question 7; correctly completed;

Question 8; correctly completed;

Declaration; How can Ferrier Hodgsons' agent sign this section when he only completed **2 out of 8 question correctly**. 25% answered correctly, very highly honest, intelligent person. He obviously never read the Explanatory Notes informing how to complete the Waybill. Mr. Renney, please do not try and tell me I am wrong, as I have completing these NVD Waybills and the editions prior to this, as part of my business since they were bought in.

Part B; Part owner of Transport at the time, , has some serious questions to answer regarding the completion of Part B;

Vehicle Registration Number(s); N/A. Falsely completed;

I " " is not **a persons** name;

*"When more than one truck is carrying the cattle, other vehicle registration numbers are to be recorded."

EXPLANATORY NOTES – NATIONAL VENDOR DECLARATION (CATTLE) AND WAYBILL

Background

The LPA National Vendor Declaration (LPA NVD) is part of the Cattle industry's commitment to food safety and product integrity.

Waybills are required when Cattle (and other stock) are moved in the Australian Capital Territory (ACT), Northern Territory (NT), New South Wales (NSW), Queensland (QLD), Western Australia (WA), South Australia (SA) and Tasmania (TAS). Only this combined LPA NVD/Waybill need be completed in these States/Territories when Cattle are being moved. The completion of Part B of this combined LPA NVD/Waybill is optional in South Australia (SA) and those States where waybills are not required, the Northern Territory (NT) only accepts an NT waybill as its mandatory movement document; it does not accept the LPA NVD/Waybill. The Northern Territory (NT) only accepts an NT waybill as its mandatory movement document; it does not accept the LPA NVD/Waybill.

Standalone waybills will continue to be available from relevant regulatory authorities, and their use is preferable if only a waybill is required.

Producers must provide a copy of this document for all Cattle they move to another property or for sale or slaughter, and to request a correctly completed copy or post-sale summary when buying Cattle.

General

Answer all items accurately. Any false, misleading or unverified statements may result in prosecution and/or civil action. If you rely on the document to verify future claims about purchased stock, then the stock should be identifiable against their accompanying document.

The best of any residue testing required or undertaken in response to information given on the document is a commercial matter between the vendor and buyer (except where industry funds such testing).

The document is in triplicate.

- **Top sheet:** (White) goes with the cattle to the purchaser.
- **Middle sheet:** (Green) goes to the carrier.
- **Bottom sheet:** (Pink) stays in the book and should be kept for auditing purposes.

PART A

Part A is only to be completed by the owner of the Cattle or person responsible for the husbandry of the Cattle

Address and PIC (Property Identification Code) of property place where the journey commenced

This LPA NVD can only be used when the cattle are being moved from the property to which the pre-printed PIC is assigned. If the stock are being moved from a different property (e.g. agistment), you should obtain an LPA NVD from the owner of the property.

If the cattle were walked to yards on another property exclusively for the purpose of loading at the commencement of this journey, do not record the PIC of the property on which the cattle were loaded.

A new LPA Cattle NVD/Waybill must be completed if the cattle have been purchased and/or moved to a new property, and then despatched to a saleyard, abattoir or other destination.

Description of Cattle

For consignments that require more lines to describe the stock, go to the website www.mla.com.au/lpa and select Vendor declarations and select the link: Attachment to the NVD/Waybill

Ensure that the total number of Cattle being sold is put in the "Total" box.

Consigned to / Destination (if different)

Include in "Consigned to" the name of the person and/or company the cattle are being consigned to including full local address of person and/or company e.g. Mr Smith ABC Stock Agents, town, and State.

Include in "Destination (if different)" the full location address of the destination of the cattle if they are not being sent to the location address of who the cattle are being consigned to e.g. ABC Saleyards, Town, State.

NLIS devices

Where cattle carry National Livestock Identification System (NLIS) approved Breeder or Post-breeder devices, record the number of identified animals and device type(s) in the spaces provided.

Under State/Territory law, NLIS Breeder and Post-breeder devices must not be removed until cattle are processed in an abattoir or knacker. Cattle only need one NLIS device.

Never attach a second NLIS device if a NLIS device is already present. Attach NLIS devices in the right (off-side) ear.

Details of other statutory documents

Other documents relating to this movement e.g. cattle health statement, permit, including additional sheets of descriptions of cattle. The words "Attachment to LPA NVD/Waybill" serial number... must be on every additional document with the serial number recorded. Additional document(s) must be attached to the original and both copies.

Hormonal Growth Promotant (HGP) Status (Question 1) (if you DON'T KNOW, you must tick YES)

Only declare cattle HGP free if: (a) they were bred on your property and you know they have never been treated with HGPs or; (b) you have evidence showing that these particular cattle have never in their lives been treated with HGPs. Acceptable evidence includes an agent's post-sale summary identifying the seller and endorsed with the words 'HGP free' or a signed statement or LPA NVD from the previous owner declaring the cattle to be 'HGP free'.

Otherwise, you must declare the cattle as HGP treated.

Use a separate document for the 'HGP free' cattle.

Animal Fats (Question 2) (if you DON'T KNOW, you must tick YES)

Only declare cattle No if: (a) they were bred on your property and you know they have only been fed grass or supplementary feed with hay, silage, straw or grain, or; if a commercial or home mixed feed has been used and the label advises no animal fats (such as tallow, and used cooking oils) have been used in the feed mix. (b) you have evidence showing that these particular cattle have never in their lives been fed feed containing animal fats. Acceptable evidence includes an agent's post-sale summary identifying the seller and endorsed with the words 'Saudi Eligible' or a signed statement or LPA NVD endorsed with the words 'Saudi Eligible' from the previous owner or the

relevant question on the LPA NVD is answered in a way, that declares Saudi Eligible. Otherwise, you must declare the cattle as being fed feed containing animal fats.

Ownership (Question 3) (if you DON'T KNOW, you must tick NO) When sending in stock in one lot that are both vendor bred and non vendor bred, you must either tick "No" and answer the subsequent question on how long they have been owned for or use a separate document for the vendor bred stock and the non vendor bred stock.

By-product stockfeed (Question 4) (if you DON'T KNOW, you must tick YES)

Includes any plant material not produced primarily for livestock consumption, such as waste fruit, vegetables and fibre crops including peel, pulp, pressings, stem and leaf material. (It does not include grain and grain by-products, cotton seed, oilseed meals, tallow or molasses).

Extended Residue Program (ERP) status and grazing restrictions (Question 5) (if you DON'T KNOW, you must tick YES)

Answer "Yes" if, in the past 6 months:

- The cattle have been on a property that currently has a "T" status, other than T5, allocated by a state/territory authority under the NORM program. (Note: Properties with a C (clear), R, M or T5 classification do not have an ERP status for the purposes of this question.) OR
- The cattle have been placed under restrictions, such as quarantine or detention, by a state/territory authority due to chemical residues that exceeded the maximum residue limit (MRL) for agvet chemicals or the maximum level (ML) for contaminants such as lead or cadmium.

Attach any relevant analysis report or letter of clearance from state authority to the original and all copies of the declaration.

Veterinary drugs and chemicals (Question 6) as set by APVMA or SAFE MEAT (if you DON'T KNOW, you must tick YES)

The APVMA website should be checked for the current requirements for Export Slaughter Intervals (ESIs) and Withholding Periods (WHPs). www.apvma.gov.au/ESI

Veterinary drugs include chemicals administered orally, by injection or to the skin such as antibiotics, vaccines, worm and externally applied insecticides but exclude vitamin and mineral treatments.

ESIs are the period following treatment when Cattle are unsuitable for export processing. ESIs are industry standards to ensure export requirements are met. For example SAFE MEAT has implemented a 90 day Provisional Russian ESI for prescribed veterinary medicines and feed additives containing oxytetracycline or chlortetracycline to meet country specific export requirements.

WHPs are the period following treatment when Cattle are unsuitable for processing for consumption in Australia.

Agricultural chemicals (Question 7) (if you DON'T KNOW, you must tick YES)

This question is important to ensure that cattle do not have unacceptable residues after consuming conventional stockfeeds, such as pasture, crop, stubble, grain or a prepared stockfeed, previously treated with agricultural chemicals. If the answer is "Yes" record all requested details in the space provided. If the cattle have consumed purchased feeds within 60 days prior to sale the vendor should answer "Yes" to this

question unless they hold SAFE MEAT endorsed vendor declarations for that feed and those declarations confirm that all required WHPs have been met and/or that the feed complies with all requirements relating to chemical residues through a QA testing program. If any of the cattle consumed pasture, stubbles or failed crops previously treated with a chemical that had no grazing/ fodder WHP on the label the question should be answered "Yes" and details provided.

Spray Drift (Question 8) (if you DON'T KNOW, you must tick YES)
A spray drift risk can exist for up to 10 weeks after any application. For endorsement it includes all grazing land and all fodder and forage crops that at the time of application were within 750m downwind of a site treated by aerial application and 200m downwind of a site treated by ground rig. Answer yes to this question if livestock have grazed in that area following endorsement for other pesticides in any downwind mandatory no-spray zone for protection of international trade specified on the pesticide product label.

Additional information (Question 9)

List any required attached documents, and attach copies of the documents to the original and all copies of the declaration. Examples of documents that could be attached include a cattle health statement, list of by-product stockfeeds and date when last fed, analysis reports of residue tests done on by-product stockfeeds (Question 3), or biopsy testing of cattle (Questions 4, 5, 6, and 7), letters from State authorities detailing the residue status of the cattle, details of treatments within the withholding period or Export Slaughter Interval (Question 5). Use this section to provide other information on chemical use, animal health status, or commercial matters that are not covered specifically on the form including specific market eligibility.

Declaration

Signing this declaration has legal significance. Regulatory authorities may take legal action, and purchasers may seek damages if any information in part A is incorrect. Before signing you must be absolutely satisfied you understand all elements of the document, and these explanatory notes.

Restricted Animal Material includes any tissue, blood or other material taken from an animal and any meals derived from animal. Examples are meat and bone meals, blood meal, fish meal, feather meal etc. It does not include tallow, gelatine or milk products. Contact your State Agriculture or Primary Industries Department for more details on these feeding restrictions.

PART B

The carrier (or driver where applicable) must complete this part and sign it. When more than one truck is carrying the cattle all vehicle registration numbers are to be recorded.

If there is insufficient space to record all the vehicle registration numbers an additional document must be attached to the original and all copies. Some state regulatory authorities will require a copy of the LPA NVD waybill to travel with each individual vehicle. If any information is incorrect regulatory authorities may take legal action. Completion of this part is optional within South Australia and Victoria. This NVD/Waybill is valid for one journey only, e.g. from vendor's property to saleyard. A separate waybill must be completed for any subsequent journey, e.g. from saleyard to buyer's property.

IMPORTANT INFORMATION REGARDING YOUR LPA OBLIGATIONS



It is important that you fully understand the obligations and requirements associated with the use of these Livestock Production Assurance (LPA) National Vendor Declarations (LPA NVDs):

1. Eligibility to use LPA NVDs is restricted to Property Identification Codes (PICs) that are **accredited** under the LPA Program.
2. The enclosed LPA NVDs must only be used for **livestock consigned from the PIC** that is pre-printed on these forms.
3. By **signing the LPA NVD** (or authorising a person to sign the form on your behalf), **you are confirming that:**
 - (a) The management system on the PIC incorporates the requirements of the LPA Rules and Standards;
 - (b) Your accredited PIC will be subject to random audits;
 - (c) **The NVD is fully and accurately completed; and**
 - (d) The statements made in the declaration section of the NVD are accurate.

Note: Background information on the LPA Program (including the LPA Rules and Standards) is available on the Meat & Livestock Australia (MLA) (www.mla.com.au/lpa) website.

NATIONAL VENDOR DECLARATION (CATTLE) AND WAYBILL			C0413	15318703
This form cannot be used where eligibility for the EU market is required.				
Part A To be completed by the owner or person who is responsible for the husbandry of the cattle.				
Owner of cattle <u>CHARLIE WALLACE RECEIVER & MANAGER APPOINTED</u> (FULL TRADING NAME)				
Property/place where the journey commenced <u>"CORONATION PARK"</u> (ADDRESS)				
<u>CHARTERS TOWERS QLD</u> (TOWN/SUBURB) (STATE)				
(ADDRESS CONTINUED)				
Property Identification Code (PIC) of this property <u>QHCE0230</u> This MUST be the PIC of the property that the stock is being moved from				
Description of cattle				
Number	Description (BREED, SEX, E.G. HEREFORD CROSS STEERS)	Brands or Earmarks (IF PRESENT OR REQUIRED)		
<u>260</u>	<u>BRAHMAN STEERS</u>	<u>LE7</u>		
<u>260</u>	Total	Use the Attachment Forms for consignments that require more lines to describe the stock. (See Explanatory Notes)		
Consigned to <u>[REDACTED]</u> (NAME OF PERSON OR BUSINESS)				
<u>[REDACTED]</u> (ADDRESS) (TOWN/SUBURB) (STATE)				
Destination (if different) of cattle <u>[REDACTED]</u> (LOCATION ADDRESS)				
NLIS devices used on these cattle Number of ear tags <u>260</u> Number of rumen devices <u>[REDACTED]</u>				
Details of other statutory documents relating to this movement e.g. health statement				
DOCUMENT TYPE NUMBER OFFICE OF ISSUE EXPIRY DATE				
1 Have any of the cattle in this consignment ever in their lives been treated with a hormonal growth promotant (HGP)? (Use a second document for mixed consignments.) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
2 Have the cattle in this consignment ever in their lives been fed feed containing animal fats? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (See Explanatory Notes)				
3 Has the owner stated above owned these cattle since their birth? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, how long ago were the cattle obtained or purchased? (If purchased at different times, tick the box corresponding to the time of the most recent purchase.) A. Less than 2 months <input type="checkbox"/> B. 2-6 months <input type="checkbox"/> C. 6-12 months <input type="checkbox"/> D. more than 12 months <input type="checkbox"/>				
4 In the past 60 days, have any of these cattle been fed by-product stockfeeds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, attach a list of the by-product stockfeeds, date when last fed and a copy of an analyst's report if available.				
5 In the past 6 months have any of these animals been on a property listed on the ERP database or placed under any restrictions because of chemical residues? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, give details:				
6 Are any of the cattle in this consignment still within a Withholding Period (WHP) or Export Slaughter Interval (ESI) as set by APVMA or SAFE MEAT, following treatment with any veterinary drug or chemical? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, give details: (Record additional details in question 9) <u>/</u> <u>/20</u> TREATMENT DATE WHP ESI (IF SET)				
7 In the past 60 days, have any of the cattle in this consignment consumed any material that was still within a withholding period when harvested, collected or first grazed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, give details: <u>/</u> <u>/20</u> DATE APPLIED GRAZING WHP DATE FIRST FED/GRAZED DATE FEEDING/GRAZING CEASED				
8 In the past 42 days, were any of these cattle: a) grazed in a spray risk area; or b) fed fodders cut from a spray drift risk area? (See Explanatory Notes for definition of spray drift risk area.) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes Date sprayed: <u>/</u> <u>/20</u> DAY MONTH YEAR				
9 Additional information: see requirements in Explanatory Notes for completing this document.				
Declaration				
I <u>[REDACTED]</u> FULL NAME <u>CORONATION PARK</u> FULL ADDRESS <u>CHARTERS TOWERS QLD</u> LPA ADDRESS CONT. I declare that, I am the owner or the person responsible for the husbandry of the cattle and that all the information in part A of this document is true and correct. I also declare that I have read and understood all the questions that I have answered, that I have read and understood the explanatory notes, and that, while under my control, the cattle were not fed restricted animal material (including meat and bone meal) in breach of State or Territory legislation. Signature* <u>[REDACTED]</u> Date* <u>8/7/2014</u> *Only the person whose name appears above may sign this declaration, or make amendments which must be initialed.				
Tel no. <u>[REDACTED]</u> Fax no. <u>[REDACTED]</u>				
Part B To be completed by the person in charge of the cattle while they are being moved. Completion of this part is optional in SA and VIC.				
Movement commenced: <u>8/7/2014</u> <u>09:30</u> (am/pm)				
Vehicle registration number(s): <u>N/A</u>				
I <u>[REDACTED]</u> am the person in charge of the cattle during the movement and declare all the information in Part B is true and correct. Signature <u>[REDACTED]</u> Date <u>8/7/2014</u> Tel no. <u>[REDACTED]</u> *When more than one truck is carrying the cattle, other vehicle registration numbers are to be recorded.				
Part C Agents declaration for cattle sold at auction. (Completion of Part C is optional.)				
Agents completing Part C should retain the original or a scanned copy of the original declaration or a summary for a minimum of two (2) years, or three (3) years in WA and supply a copy or summary to any buyer on request.				
Vendor code / No.'s <u>[REDACTED]</u> Agent's code <u>[REDACTED]</u>				
Stock agent company <u>[REDACTED]</u>				
Buyer's name <u>[REDACTED]</u> Destination PIC <u>[REDACTED]</u>				
No. of cattle purchased <u>[REDACTED]</u> Saleyard arrival time (am/pm) <u>[REDACTED]</u>				
Agent's signature <u>[REDACTED]</u> Date <u>/</u> <u>/20</u> DAY MONTH YEAR				

This concludes my response, thank you.

Regards,

Charlie (Lee) Wallace.