

Charlie (lee) Wallace

5th June 2017.

My name is Charlie (prefer Lee) Wallace born [redacted] formerly a grazier of properties known as Newburgh and Coronation Park Charters Towers. We ran a very successful Grey and Red Stud and Commercial Brahman herd of over 7,500 head. Rural Bank appointed Receiver Managers Ferrier Hodgson on the 8th August 2011 over a portion of our assets before term repayments were due in November 2011. We were not in Default. Rural Bank failed to give a required Notice of Default even if we were in Default of which we were not. I currently reside at the above address which is now under contract.

Below is my Submission into the Senate Inquiry into Banking.

Summary

- Letters of Offer 18th December 2009.
- 1st LOO (4) repayment date 7th November 2011.
- 1st LOO (7.7)) Bank expects at review November 2012 ,repayment plan of \$250,000 for 2013 onward.
- 1st LOO (7.10) Loan expires November 2011. Bank expects repayment of \$300,000. (cattle at Walkcege)
- 1st LOO (8) 2nd paragraph, supports my claim of not knowing witness of my signature.
- 2nd LOO (4.1b) the date specified in a notice from the Bank requiring payment of the outstanding sum.
(4.1c) no notice requiring repayment of the outstanding sum may be given by the Bank before the date the next annual review is scheduled; and any notice must give not less than three months to repay the outstanding sum.
- 2nd LOO (4.2) repayment date 30th November 2011.
- 2nd LOO (7.5) Bank expects at review November 2012 ,repayment plan of \$250,000 for 2013 onward.
- 2nd LOO (7.8) Loan expires November 2011. Bank expects repayment of \$300,000.(cattle at Walkcege)
- 2nd LOO (8) 1st paragraph, supports my claim of not knowing witness of my signature.

- 19th February 2010, Rural Bank has _____ of Colins and Eales value Newburgh at \$6.125m and Coronation at \$ 2.4m.
- 19th May 2010 our debt is \$3.2m.
- Coronation settles 20th May 2010 and Rural Bank loans a further \$2.4m.
- 20th May 2010 debt is now \$5.6m.
- 27th August 2010 Rural Bank values all our assets at \$14.391m.
- Mortgages _____ and _____ Consideration; The consideration for which this mortgage is given is the 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 the Bank or otherwise.
- January 2011 walk 482 head of cattle 84kms over 6 days through pouring rain to deliver to buyer to meet interest for Bank.
- March 2011 walk cattle 21kms to truck 221 head of cattle to buyer to meet interest for Bank.
- April – July 2011 walk cattle 21kms to truck 1476 head of cattle to agistment property Walkcege.
- Late July 2011 Furman-Luck asks anymore cattle going to Walkcege.
- Ferrier Hodgson appointed 8th August 2011 without a default event occurring and no notice of default given.
- _____ Deed of Appointment was attached to my DOA and emailed to us on the 8-8-11 which is a breach of confidentiality by Ferrier Hodgson.
- Other than being a family member _____ was not in business as a partner.
- The covering letter attached to Deed of Appointments did not mention default, on the basis of their (Ferrier Hodgson) appointment was operational issues.
- No Notice of Default as required under section 84 Property Law Act 1974 and National Credit Code section 88 was given by Rural Bank.
- We were not in default.
- Payments due 7th and 30th November 2011
- Rural Bank has defaulted under all relevant documents .
- Rural Bank has not followed exact “terms of the mortgages.”
- Interest was continued to be charged by Rural Bank. Property Law Act 1974 section 96 (1).
- 20th October 2011 _____ alters cattle selling program without our input.
- October 2011 _____ tells me in phone conversation that “when he is finished with me, I will not be able to go to another Bank.”
- Rural Bank rejects offer by Suncorp to redeem mortgages 11-1-12 plus buy agistment property (Walkcege).
- Rural Banks’ solicitor _____ of Corrs Chambers Westgarth send Letter of Demand 18-1-12 one week after Suncorp offer.

- 19th March 2012, Rural Bank sends email to from Suncorp saying Receivership due to “poor infrastructure and concerns of wellbeing of cattle.”
- Walkcege had been in family since 1973.
- No Bank representative did an inspection of Walkcege.
- Ferrier Hodgson sell all agistment cattle for approx. \$1,012,000 with only \$426,001 going to Rural Bank Account some 13 months after first cattle sold. This represents only 42% of proceeds. These cattle had a market value of in excess of \$1.6m when marketed properly.
- Open market these cattle had a real value of \$1.4m to \$1.6m.
- Rural Bank and Ferrier Hodgson represented by legal firm Corrs Chamber Westgarth which is a conflict of interest due to Ferrier Hodgson being appointed as Mortgagors’ agent.
- Ferrier Hodgson truck cattle with no brands and NLIS tags.
- Ferrier Hodgson sell cattle not bearing mortgaged brand.
- DPI and Stock Squad aid Ferrier Hodgson in branding and tagging of cattle.
- Ferrier Hodgson kill and perish cattle while under their management.
- Police aid Ferrier Hodgson in movement of cattle.
- Rural Banks Claim and Statement of Claim 31-8-12 signed by entity Corrs (not a real person). UCPR 19.
- No mention of livestock on Claim and Statement of Claim.
- October 2012 engage FOS.
- 24th October 2012 Qld. Newman Government quarantines both our properties and all our cattle due to suspected BJD.
- FOS close file 24-12-13.
- 6-1-14 Rural Bank appoint Ferrier Hodgson as Receivers. (even though their 8-8-11 appoint was never terminated)
- 10-1-14 Rural Bank obtains default judgment with invalid Claim and Statement of Claim, as well as false claim that no Notice to defend was lodged. Claim and Statement of Claim expired 31-8-13. UCPR 24.
- Under UCPR 286(4) Bank is not entitled to the judgment if the Banks’ claim is for delivery of possession under a mortgage.
- 23-1-14 Rural Bank obtains Warrant for possession of properties only. Not livestock.
- 20-2-14 Under stress, duress and intense pressure from sign Deed of Agreement.
- Under Land Title Act 1994 section 162 this deed became a nullity when Senior Manager of Ferrier Hodgson witnessed my signature as he was a party to the deed as well as the mortgagors agent.
- Notified Bio Security of my concerns of serious animal welfare issues happening under Receivers management.
- 2nd March 2014 Michelle Lamb, children and pets evicted off Coronation.
- 14th April 2014 Rural Bank and Ferrier Hodgsons’ lawyer of Corrs Chambers Westgarth forges a Notice of Intention to Proceed. UCPR 389 (1)

- Michelle Lamb encouraged back to Coronation by [redacted] Ferrier Hodgson livestock manager.
- Rural Bank/ Ferrier Hodgson had to get Michelle Lamb on side as she held a 50% equity share in all assets.
- 13th May 2014 [redacted] doubles charges legal fees in a requested payout figure to inflate payout figure.
- [redacted] sends email wanting me to have no contact with Bio Security regarding BJD issue.
- [redacted] commits despicable acts.
- 12th August 2014 Ferrier Hodgson sell Coronation \$1.58m.
- Rural Bank in cohorts with Ferrier Hodgson has designated one of the best brahman stud and commercial cattle operations in North Queensland. This has been done by fraudulent actions of Rural Bank and Ferrier Hodgson.
- These cattle would carry a past, present and future value in the hundreds of millions. These bloodlines are no longer available.
- No evidence of any cattle sales or rebates claimed from Bio Security going to Account.
- No evidence of sale of any machinery, plant and equipment.
- Ferrier Hodgson incorrectly fill out NVD Waybills.
- Ferrier Hodgson remove NLIS tags and replace with incorrect NLIS tag.
- Ferrier Hodgson kill, perish and starve cattle.
- Ferrier Hodgson sell cattle not bearing mortgaged brand.
- 2nd September 2014 evicted off Newburgh leaving behind personal belonging. Locked out of property with security guard [redacted] on neighbouring property in extremely hot sun with no water.
- 3rd September 2014 flown by Royal Flying Doctors to Townsville Hospital suffering severe dehydration and infection.
- In hospital 9 days and lost 16kgs.
- Report all above issues to Charters Towers Stock Squad but no action taken.
- Reported theft of \$70,000 tractor to [redacted] but no action taken.
- 5th December 2014 Ferrier Hodgson sell Newburgh \$5m (Rural Bank last valuation @ \$6.125) plus min. 4,200 stud and commercial cattle. Well below value.
- 29th October 2015 [redacted] sends demand for payment of residual debt.
- [redacted] sends bankruptcy notice.
- 2nd February 2016 Bankruptcy set aside and costs awarded in my favour.

Chronology of Events and document numbers as evidence, including some photographic evidence.

- 20th May 2005 Application for new Lending. (For Coronation) Received 5.03pm Friday. Could you sign and fax back by Monday. No witness to signature and no chance of Legal advice.
- Coronation lengthy settlement due to dispute between Thalanga Mining Co. and Queensland Main Roads Department over cracks in highway. Minister had given consent but then revoked 24 hours later.
- 19th May 2010 our current debt \$3.2m
- 20th May 2010 Rural Bank loaned a further \$2.4m on settlement of Coronation.
- Debt on settlement of Coronation was \$5.6m.
- 19th February 2010 Rural Bank had land Valuer _____ of Collins and Eales value Coronation at \$2.45m and Newburgh at \$6.125m on Rural Banks request.
- 27th August 2010 Rural Bank value our assets at \$14.391m. Rural Bank manager visited Coronation and I signed blank document, with the Manager saying he will complete the form back in the Townsville office.
- Coronation was settled on two (2) Letter of Offers dated 19th December 2009.
- Contained in these LOO were Principle repayment dates (7th November 2011 and 30th November 2011) set by Rural Bank and other requirements for 2012 and 2013 set by Rural Bank.
- In these LOO a mention of Loans expiring in November 2011.
- Property Law Act 1974 section 96. Rural Bank contrived the Default by appointing Receivers before payments due and no Notice of Default or any other Notices. Rural Bank continued to collect interest for a period more than 3 months on expired loans. Without Notice being served.
- Realizing our obligations to these two (2) Principle repayments in November 2011, Michelle and I, made the decision to agist approx. 1,500 head of bullocks, steers and cows to ensure we could make these payments and reduce Seasonal Trading Ac. Our futures were looking very positive. At last Coronation had settled and we could continue to run our commercial and stud operations without interference from the mining company.
- Early 2011 was our planned date to send these cattle to agistment.
- January 2011 we sold 482 head of cattle and walked them 84 kms for 6 days through pouring rain and flooded creeks to deliver them to the Buyer. This showed our commitment to Rural Bank to meet our interest and running costs.
- Cyclone Yasi struck in February 2011 with devastating effects. Yasi delayed our plans considerably.
- March 2011 we walked a further 221 head of cattle 21kms to be trucked to the same buyer of the previous 482 head. Once again to meet interest and running costs to the Bank.
- We started trucking cattle in April 2011 to agistment property, with the last cattle being transported in June 2011.
- Rural Banks _____ and _____ visited us at Coronation on the 4th July 2011.
- I invited both of Rural Banks employees to view the devastating damage Yasi did to the Banks' Securities at Newburgh but both declined my offer. (No Bank employee had visited Newburgh since 2006.)

- asked a few times were there any more cattle to go to agistment property. I replied yes. Once last truck load was transported to agistment property, asked again and I said no more cattle going until we started selling in October 2011.
- 18th July 2011 sends email asking of certain requirements to have completed by say end of August, October and November. These requirements were well under way with some having being completed.
- 20th July 2011 agistment agreement drawn up between ourselves and land owner (Walkcege Stn, Hughenden) where cattle were on agistment.
- With-in 7-10 days of last conversation with re any more cattle going to Walkcege, Receivers Managers Ferrier Hodgson were appointed by Rural Bank on the 8th August 2011 only over agistment cattle that were to be sold to make the Principle repayments and cover running costs and also reduce our Seasonal Trading Facility. was well aware of this.
- When I asked why only the agistment cattle, he replied, “think yourself lucky.” I believed it not to be legal to only appoint Receivers on a % of our assets, in a way to restrict our business.
- On covering letter to 8-8-11 Deed of Appointment, there is no mention of Default, but only operational issues. My brother owned the agistment property known as Walkcege, Rural Bank appointed Receivers over his property and cattle at the same time. Ferrier Hodgson emailed Johns’ Deed of Appointment to us along with our supposed appointment. business was in no way associated with us other than being my brother. By Ferrier Hodgson emailing supposed Deed of Appointment to us, this is a blatant breach of confidentiality on Ferrier Hodgsons’ behalf.
- Debt at appointment of Receivers was approx. \$5.8m
- Receivership was only over agistment cattle and not our two (2) properties or cattle depastured on these properties.
- Under the Letter of Offer dated 18th December 2009, which we borrowed the money to purchase Coronation, it was Rural Bank who had Defaulted under the loan agreement.
- Under sections, 10,11&18. Notices of Memorandum of Common Provisions of Mortgage, Rural Bank has Defaulted by failing to give required Notice of Default under section 84 of the Property Law Act 1974 and National Credit Code Section 88.
- Mortgages and Consideration; The consideration for which this mortgage is given is the 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 the Bank or otherwise.
- We weren’t in Default as I asked why the Receivership, was it due to Defaulting under the loans, he said we weren’t in Default. In fact he could not give a reason.
- Bank approved all Cheques cashed, either by writing or orally over the phone. The requirement said was Bank Interest was to be paid first, then the Cheques.
- Agistment cattle were to be sold from 1st October 2011 to 31st March 2012 and as cattle were sold to be replaced by the same or a higher number off our own properties. We had

planned to have a minimum of 2,000 head on Walkcege by mid 2012. [redacted] was fully aware of this, as well as trucking cattle during the wet season was no problem.

- Ferrier Hodgson sold cattle in September 2011 but no money went to accounts.
- October 2011 [redacted] altered Cash Flow and Cattle Selling program to suit his argument we had in a telephone conversation. We had no input in the altering of this document as is stated on the bottom of the document.
- [redacted] told me in the same phone conversation that “when he had finished with me I would not be able to go to another Bank.”
- 11th January 2012, after engaging a finance broker [redacted] Ruralco), Suncorp offered to pay out debt with Rural Bank as well as buy agistment property.(Letter of Offer dated 11-1-12)
- [redacted] and [redacted] (Suncorp Manager) were in discussion with Rural Bank regarding lifting of Receivership and purchasing agistment property and paying out Rural Bank. Discussions continued until end March 2012, it was then we realised Rural Bank was not interested in redemption of Mortgages.
- 18th January 2012 Banks solicitor sends Letter of Demand.
- I repeatedly asked [redacted] who did the inspection of property to come to this decision. No answer. [redacted] told me that no one did an inspection of Walkcege.
- We would not of sent our very valuable cattle to this property if we thought they would die.
- We did several inspections of property before agisting cattle.
- Walkcege had been in the family since 1973 so I was very familiar with Walkceges’ ability to run cattle. Walkcege has a reputation of being magnificent fattening and breeding property.
- 19th March 2012 first written reason for receivership by Rural Banks [redacted].” The wellbeing of livestock was at risk due to poor infrastructure.” The Bank did not do an inspection, in any case , as far as I am aware, only the relevant bodies like the DPI, Bio Security, RSPCA, etc could make a decision on animal welfare issues.
- These remarks were far from the truth. (Have photos as evidence taken by [redacted] of Queensland Rural Livestock Agency. Plentiful green grass, abundant water and fat cattle.)
- We continued to sell cattle outside the Receivership from Coronation and Newburgh with all proceeds including the GST going direct to Rural Bank Seasonal Trading Account.
- We sold 1,612 head of cattle. These were younger cattle, that were the following years sale cattle due to not being able to sell the cattle on agistment property. These cattle returned a significantly higher return to our Bank account at \$663 per head compared to when proceeds eventually went to Bank account from Receivers (October 2012) at only \$258 per head.
- Receivers withheld agistment monies but none of this agistment monies went to [redacted] for agistment.
- These cattle sold were to firstly pay interest to Bank and then running costs and reduction on the Seasonal trading account.
- We erected No Trespassing signs at entrances to Walkcege with [redacted] approval. Ferrier Hodgson employees’ disregarded these signs and trespassed as well as Frasers Livestock Transport.

- 4th May 2012 I was commonly assaulted by Receivers Livestock Manager [redacted] who I lodged a complaint about with the Hughenden Police Officer [redacted]. Officer [redacted] was very help in filing complaint. Officer [redacted] went as far as tell me to buy a recorder to record anything like this. He then received a phone call from Receivers and then would not accept my complaint even after helping me fill it out.
- May 2012 Ferrier Hodgson disregard original agistment agreement an draw up their own fraudulent agreement.
- Rural Bank and Ferrier Hodgson claimed the Receivers were our agents . I sent them a Cease N Desist Notice as we were very unhappy with their Animal Husbandry Management Practices. Their practices were well below the standard practice set by cattle producers, to the extent numerous deaths occurred under their management.
- June 2012 after I was not allowed by Bank and Receivers on agistment property to care for our cattle, Receivers killed and injured cattle on agistment property and in transit to Richmond yards and in Richmond yards.
- I was not on property but the Queensland Police Force aided the Receivers in the removal of the cattle off the agistment property to JBS Meatworks Townsville. (Police escort)
- When I asked the Police why was this necessary, they replied for the livestock's welfare.
- Police also went to agistment property at Receivers request.
- Receivers sold cattle that did not bear the mortgaged brand. Approx. 40 head. These cattle belonged to other cattle producers.
- Receivers sold cattle that were not listed on Livestock Mortgage. i.e. , Description of cattle on LM was only Brahmans, but they sold Shorthorns, British Whites, Brangus, Greymans, Charbrays and Brafords.
- Receivers Livestock Manager (very incompetent) [redacted] knocked a big white number 6 bullock down with his four wheel bike while trying to yard him.
- This bullock was down for 9 days without being fed any hay by [redacted]. He tried to pass the care of this bullock onto me.
- 20th May 2012 Ferrier Hodgson draw up new agistment agreement between [redacted] and myself as Receivers Managers appointed, without my knowledge.
- Receivers removed cattle off agistment property without NLIS tags.
- Receivers tagged approx. 300 head in Richmond yards with the help of Stock Squad and DPI.
- Receivers also branded approx. 300 calves in Richmond yards with calves up to 16 months old.
- 3rd July 2012 [redacted] emails Notice of Exercise of Power of Sale.
- 31-8-12 [redacted] gets Claim and Statement of Claim on Rural Banks behalf. (The original Claim is never served, even after we request for the service of it.
- Claim is for only the two properties and no Claim for Livestock.
- Under UCPR Part 3; 24, a Claim and Statement of Claim has a life span of 12 months, it then has to be renewed. Issued 31-8-12 and used in default judgement 10-1-14.
- Under UCPR Part 2; 19 " The plaintiff or applicant, or the person's solicitor, must sign the originating process." A "person" must sign not an Entity.
- 19th October, I receive an email from Banks' solicitor accusing me of avoiding service of Claim and Statement of Claim.

- 8.45am, 22nd October 2012, I rang Pentland Police Officer to ask if he in fact had this Claim there and he answered yes but he had never tried to serve it on me. He hadn't even tried to make contact with me. His own words were, quote," they are trying to put words in my mouth." End of quote.
- Ferrier Hodgson sold 1,647 head of cattle off agisted property for \$1, 012,000 with \$426,001 going to our Rural Bank Seasonal Trading Account on the 26th October 2012 with Receivers Ferrier Hodgson taking the remaining proceeds. (42% - 58%)
- These cattle at a conservative value would of realised around \$1.4m-\$1.6m if we could of marketed them, using the prices received for the cattle sold outside the Receivership.
- We engaged FOS on the 22nd October 2012. was Case Manager)
- 24th October 2012 Queensland Campbell Newman's LNP Government slams BJD quarantine over both our properties without sufficient evidence to do so. Quarantine Officer had very little knowledge of reason for quarantine. When I asked questions he was unsure how to answer. There was no factual evidence to support quarantine.
- 24-10-12 We went to Corrs Chambers Westgarth Brisbane Office and asked for the original Claim and Statement of Claim so we could lodge a defence. Corrs Chambers Westgarth would not give us the original even though they said I was evading service earlier.
- 25-10-12 Corrs Chambers Westgarth email us a copy of Claim and Statement of Claim. To this day 15-7-16 we have never been served with the original Claim.
- 26th October 2012 we lodge a Conditional Notice of Intention to Defend. (Claim and Statement of Claim)
- Issue Rural Bank with Promissory Note which to this day after request the document to be returned has never been returned.
- 13th July 2013 FOS arranged a teleconference between Bank and us. I repeatedly told (Case Manager of FOS) I did not receive a Default Notice but she said the Letter of Demand was the required Default Notice. I pointed out to her this Demand came a week after we tried to pay out Rural Bank with Suncorps' offer and five and a half (5 ½) months after receivers appointed.
- I firmly believe Receivers rejected payout as they could see easy money for them as in our cattle.
- 24th December 2013 at approx. 4.45pm we receive word that FOS has closed our file. (Christmas Eve)
- Rural Bank stops issuing Bank Statements.
- 6th January 2014 Rural Bank appoints Ferrier Hodgson as Receiver Managers. (As far as I am aware the 8th August 2011 has not been terminated.)
- 10th January 2014 Bank gets Judgment against me. On Judgment it says I did not lodge a defence but under FOS Terms of Reference , no further legal action could proceed until file is closed. I had lodged a Conditional Notice of Intention to Defend on 26th October 2012.
- The Judgment is only for two properties, no Claim for Livestock.
- Banks' solicitor of Corrs Chambers Westgarth failed to send me a Notice of Intention to Proceed which is a requirement under UCPR Part 4; 389(1) . On the 14-4-14 claims he sent a Notice on the 18-11-13, I firmly believe this is a forged document as while the FOS file was still open ,under FOS's Terms of Reference, no further legal action

could be taken until filed closed which didn't happen until 24-12-13. We have emails from FOS and Dispute Assist supporting that [redacted] could not possibly have sent this supposed Notice as we were still under FOS and the file was not closed until 24th December 2013.

- The 31-8-12 Claim and Statement of Claim was signed by Corrs. Under UCPR 19, The plaintiff or applicant, or the person's solicitor, must sign the originating process. Not an entity.
- Under UCPR section 24 (1) A claim remains in force for 1 year starting on the day it is filed. The claim used to get Default Judgement had expired. Claim expired 31-8-13.
- Under UCPR 286 (4)" However, the plaintiff is not entitled to the judgement if the plaintiff's claim is for delivery of possession under a mortgage. "
- 23rd January 2014 bank gets Warrant for Possession of properties only. No mention of possession of cattle.
- Receivers enter property on 17th February 2014. We were in peaceful possession (Criminal Code 1899 sect 70.) going about our everyday duties of animal husbandry and running of property when Receivers entered property and had ourselves, including our employees feeling threatened and intimidated by their actions.
- Receivers were forcing me into signing a Deed of Agreement and an Occupational Licence which I held out for three (3) days refusing to sign these documents. [redacted] Senior Manager of Ferrier Hodgson, whilst standing beside the Laundry at Yering nearly wrecked my computer as he was desperate for me to sign these documents. Eventually I signed on the 20th February 2014 under stress, duress and protest. My then solicitor, [redacted] told me to sign, as it would maximise our outcome in the future. I asked what this meant but no answer. These documents were not dated and to the best of my knowledge were never registered.
- Banks solicitor [redacted] had sent an email saying if I didn't sign these Documents we had two(2) days to pack our belongings and go. Any belongings that we couldn't pack in this short time would be deemed as abandon.
- I firmly believe [redacted] "Black Mailed" me into signing these documents.
- These Deeds are undated and my signature was witnessed by [redacted] Senior Manager of Ferrier Hodgson whom is a party to the Deed and Licence. Under Land Title Act 1994 sect 162 a party to a deed cannot witness a signature. This makes these Deeds a nullity.
- [redacted], if as claimed in the Deed of Appointment, the Receivers are the agents of the Mortgagor he is still a party to the Deed.
- I believe these documents are not registered.
- I lodged several complaints to Queensland Law Society regarding [redacted] intimidating and unethical behaviour.
- March 2014 I make Bio Security aware of my concerns of in the future deaths occurring under Ferrier Hodgson management of cattle being perished or starved.
- Michelle Lamb and children had to vacate Coronation no later than 4pm the 2nd March 2014.
- Mr [redacted], a former tyre shop owner, was in control of one of North Queensland's prominent successful Stud and Commercial Brahman operations.
- His inexperience showed in his inept management skills. [redacted] was in charge of Newburgh and [redacted] who lives in Brisbane conducted the Coronation muster. You

would find more brains and knowledge in a cows skull that's been lying in the paddock for ten years than these two inexperienced queen street ringers.

- During the first round of mustering on Coronation and Newburgh cattle were killed due to the incompetence of Receivers so called livestock handlers.
 - They would leave baby calves behind to perish because they couldn't keep up with the mob. Apparently it was more important to walk all adult cattle to the yards to bang tail them rather than animal welfare concerns.
 - Calves were left out in the paddock to be killed by Dingoes.
 - At date of Receivers interference we had over 7,500 head of Grey and red Stud and Commercial cattle on Coronation and Newburgh.
 - These cattle have an estimated market value today of \$14,287,500 based on 7,500 head. These figures are based on 2015 Australian Brahman Breeders Association stud sales summary (which we are a member of with membership number 1646), Queensland Rural Live Export orders and current meatworks prices.
 - There was Stud Brahman Females worth up to \$40,000 plus eight (8) years of progeny by the \$145,000 bull NCC Zambezi. The Receivers sold these valuable cattle export, meatworks and killed a considerable numbers through incompetence cattle experience.
 - March 2014, I reported to Bio Security my serious concerns of animal welfare issues that would happen in the near future if Receivers management practices didn't change.
of Bio Security brushed my concerns off.
 - We had court hearings but lost. I firmly believe we didn't receive fair unbiased hearings.
 - Under Human Rights Article 6 Right to a Fair Hearing, the Right applies to both Criminal and Civil. We were not afforded this by the Queensland Supreme Court.
 - Michelle Lamb was encouraged back onto Coronation by Receivers (who was now the livestock manager of Coronation) with Ferrier Hodgsons' consent.
 -
-
- Rural Bank and Ferrier Hodgson were well aware Michelle Lamb had a 50% equity share in my assets

- had previously owned cattle, which he neglected and I am told animal welfare was an issue with his cattle.
- of Schmidt's Transport were engaged by Ferrier Hodgson to transport my cattle.
- 12th May 2014 requested payout figure from Bank.

- 13th May 2014 emails an estimated payout figure which included legal costs by his firm which were already paid. In Bank Statements from 2012 to December 2013 Corrs Chambers Westgarth had legal fees drawn from our Seasonal Trading Account. He then added these legal fees again into the requested payout figure. By doing this he was intentionally inflating payout figure higher.
- 15th May 2014 Townsville Bailiff, , leaves Enforcement Warrant- Possession of Land at Yering attached to back door of house, boundary gate and in mail box.
- On the Warrant only possession of Land. No mention of cattle.
- 22nd July 2014 email re Information I had supplied lifted the quarantine off Coronation.
- sends email to my Lawyer instructing him to tell me to stop interfering with Bio Security and the BJD Quarantine. "NO" Rural Bank or Ferrier Hodgson agents had any knowledge of the trace forward animals.
- This is why the Australian beef industry is at great risk of diseases if Banks and Receivers are allowed to continue on the way they are going.
- 12th August 2014 Receivers sell Coronation in the middle of a devastating drought for an undervalued price of \$1.58m. Banks last Valuation to loan money for Coronation was \$2.45m.
- 2nd September 2014 I was evicted off Newburgh and was not allowed to gather the rest of my personal belongings. had instructed and Security Guard not to let me back on to the property. As a result of this I was flown by the Royal Flying Doctors to the Townsville Hospital with severe de-hydration and infection. Spent 9 days in Hospital and lost 16kg.
- 11th September 2014(my sister who purchased Coronation, so myself, and had somewhere permanent to live) Coronation settled.
- Once moving back onto Coronation, I had access to NVD Waybill Book and some 393 head (plus some 40 head extra Receivers had miscounted) tendered for that were too poor to be transported to sale due to Receivers mismanagement skills.
- Once back on Coronation we treated cattle for ticks and lice immediately as these cattle were in extremely poor condition.
- We also began a productive feeding program by feeding M8U+R to all cattle with immediate results.
- There were numerous carcasses scattered around the paddocks on Coronation that had been perished, starved or killed by Receivers.
- Fences, yards and water facilities had been let fall down.
- I estimate on both properties there was 300 head of cattle not bearing the mortgaged brand and NLIS tagged with other properties NLIS tags. The Receivers had removed these original NLIS tags and replaced with white (not orange) Newburgh NLIS tags. Reason being, these cattle then lost all traceability and records so the Receivers could sell them.
- We still have some of these illegally tagged cattle in our care.
- One grey cow has an orange NLIS tag as well as a white NLIS tag in her ear.
- NVD Waybill Book incorrectly filled out by Receivers.
- Receivers sold cattle that description was not on Livestock Mortgage.

- Receivers gave Michelle Lamb cattle. There were bought in Stud cows that had their original NLIS tag removed and replaced with a white Newburgh tag and not the required orange tag. This then lost all traceability of these cattle.
- Reported removal of NLIS tags and incorrect completion of NVD Waybills to Charters Towers Stock Squad and and response was "Lee, we know it's wrong, but these are Receivers."
- Reported theft of tractor to but response was inadequate.
- Supplied with Serial Number, Invoices and all relevant documents to prove ownership.
- 21st November 2014 request a payout figure. An honest and accurate payout.
- Perspective buyers doing inspections of Newburgh ring me alarmed at the number cattle that are dead. Cattle are in good condition but are being perished by Receivers Livestock Manager due to his laziness and incompetence.
- One perspective buyer said there was a cow bogged but wasn't concerned as he drove past her. This cows' baby calf was nearby with dingoes waiting to attack the baby calf. The same person said they also drove past a live calf that the dingoes had mauled and was suffering immense pain and failed to put this calf out of it's misery. had between 8-10 dogs of his own that were uncontrolled with reports of these animals attacking and ripping the ears of my stud cattle randomly.
- I reported all the reports I was receiving from perspective buyers to of Bio Security, and he told me he had already received reports raising my concerns.
- had his own cattle on agistment on Dosey Station in the past but even allowed them to die.
- 3rd December 2014 Receivers /Bank won't communicate direct with me but communication through solicitors.
- 4th December 2014 request an urgent payout figure.
- 5th December 2014 Newburgh is sold with guaranteed 4,200 head of cattle for a miserable \$5m. Rural Bank had earlier valued Newburgh at \$6.125m on loaning a further \$2.4m to purchase Coronation.
- Take the cattle out and land is sold below unimproved value.
- 20-1-15 Corrs Chambers Westgarth send a Notice of completion of sale. Under Property Law Act 1974 section 85 (2) Within 28 days of completion of the sale, the mortgagee shall give the mortgagor notice in the approved form. Coronation was settled on the 11th September 2014, completion of sale received 20th January 2015. Outside the required 28 days.
- 29-10-15 sends a demand for payment of residual debt.
- The last property/asset, Newburgh was sold 5-12-14.
- Why has it taken nearly 11 months of accruing high interest and other costs.
- There is no clear evidence contained in this email of any proceeds of the 7,500 cattle I owned that the Receivers sold.
- There is no evidence of a Caterpillar D6C bulldozer or any other plant and equipment that the Receivers sold.
- send Bankruptcy Notice.
- 28-1-16 of Levitt Robinson Lawyers sends an email to requesting a list of documents to which has not supplied.

- One of the documents requested was the original Notice of Default.
- 2-2-16 Bankruptcy set aside in Sydney Federal Circuit Court.
- 19th July 2016 requested all documents registered to my mortgages from Townsville Title Office. There was no Power of Attorney, No Notice of Default, no Default Judgment, no Warrant for Possession registered on my mortgages which is a requirement under Land Title Act Qld.
- General Request to register Document for Mortgage execution date 17-10-2000 which is ten years before I took out a Loan for Coronation 20-5-2010.
- In this Document (Memorandum of Common Provisions of Mortgage) 12. Receiver 12.1 Appointment. At any time after an event of default has occurred*****.
Sect 15 and 17 of this Document are not registered on my Titles hence Rural Bank has/have never had POA and I was never in default.
- General Request to register Memorandum of Common Provisions of Mortgage execution date 26-11-91 is some 10 years before I took out a Mortgage. 2-5-01.
- In my Accountants Ledger Report from 1-7-13 to 30-6-15 the Coronation proceeds are accounted for but from \$5m for Newburgh , only \$830,223.76 have been accounted for. Former Elders Agent told me of extra clauses being added to contract where purchasers didn't pay in full until drought broken. He also told me of witnessing Bank loan documents being altered by regional bank managers without lenders involvement.