

---

## **PHON BANKING ENQUIRY**

---

**Date of Document:** 5th JUNE 2017  
**Date of Filing:** 19th JUNE 2017  
**Filed on behalf** RODNEY CULLETON  
IOANNA CULLETON  
**Prepared by:** RODNEY CULLETON

**ON BEHALF OF:**

Ioanna Culleton  
Rodney Culleton

Telephone:  
Fax: ...  
Ref: Cully

**R & I CULLETON SUBMISSION INTO:**  
**THE SELECT COMMITTEE ON LENDING TO PRIMARY PRODUCTION**  
**CUSTOMERS**

**GENERAL BACKGROUND OF THE GROWERS AWB - (THE SINGLE DESK.)**

1) In Australian agriculture, the single desk was the monopoly marketing of the wheat growers through the Australian Wheat Board (1939 -1999). Post deregulation the privatised successor, AWB (International) Limited (1999 - 2008) continued on the good will and distinct branding of its predecessor<sup>1</sup>(AWB).

During this time the AWB (International) needed to compete and work out ways to keep competitive and to survive without government funding. In the late 1990s, work had already gotten underway in preparing for deregulation, and grain management began to change by contracting growers to the pool and as a result, would lock in the customer-(Secured Grain Grower).

On the 29th August 2003, Wesfarmers announced the sale of Landmark to AWB Services at an enterprise value of \$825 Million. AWB Limited was looking to expand both its regional presence and its financial product range. Landmark existing financial product was funded by Rabo Bank however, during the life of the Rural Program, Rabo Bank became the hedge provider and ANZ Bank became the external funder and servicer through Landmark Operations Limited (LOL). Rural Managers were employed through AWB companies and operated on a commission bases, known as Landmark Financial Services (LFS).

***<sup>2</sup>AT ALL MATERIAL TIMES, ANZ BANK WAS THE SERVICER & HELD THE BENEFICIAL INTEREST, NOT THE LEGAL INTEREST IN THE RURAL PROGRAM.***

---

<sup>1</sup> BOT BOOK -Presented by Rod Culleton into Senate Inquiry of Impaired Loans (16th February 2016), (Point 5)

<sup>2</sup> BOT Book, page 51

### **DNA of THE RURAL PROGRAM.**

ANZ Bank (the Trojan Horse) was a party to the Rural Program through various entities. Its adopting ethos was to become the largest Agri Business Bank in South East Asia Pacific on or around 2010 ( ANZ- Smith's Announcement 09/10 )

#### **1a) PARTICULARS.**

ANZ Bank set up a business model and forward projected the opportunities to securitise Rural Mortgages along with commodities and partner up with the AWB- (Agri Securitisation). A Bank can securitise a Mortgage on a promissory note. However, a Bank on stock mortgages, can securitise primary production (every 12 Months). This started to happen in early 1990s when the AWB started writing contracts into the pool, which at the time, I personally, won the Grain Leadership award in 1995. ANZ Bank purchased LFD Limited off Dalgety. In 1993, the pastoral interest was also sold that year to Wesfarmers. LFD Limited became a 100% subsidiary company owned by ANZ Bank and later changed to a Pty Ltd company and became known as LFD Pty Ltd. LFD Pty Ltd was owned by two ANZ Bank entities: 25.1% shareholding to ANZBGL and 74.9% ANZ Funds Pty/Ltd. Through these entities, ANZ Bank was the external funder/underwriter, servicer and sub-ordinated funder to the Rural Program. The above companies were part of the 261 subsidiary companies the ANZ Bank held in the Australian Wheat Board (AWB - Substantial Shareholder).

In late 2008, at the height of the Global Financial Crisis, Landmark Operations Limited (LOL) and AWB's future were not looking good. During this time, Lehman Bros collapsed on the 15 September 2008. At this time, the AWB lost its single desk and ANZ had been struggling due to its string of litigations and involvement against it in relation to the 'oil for food scandal'. The AWB had been listed as a company in serious trouble and it failed to perform as arranger/manager of the Master Trust Deed for the Rural Program. Rabo Bank Australia exited the Rural Program, however Rabo Bank Australia remained on in the current lending arrangement as a hedge provider and found that the funds had dried up from their Dutch Parent - Rabo Bank Netherlands.<sup>3</sup>

ANZ bank had a number of entities including Aurora, the securitisation arm of the Rural Program. Aurora Securitisation's sole purpose was to perform as the initial subscriber in the Supplemental Deeds as amended. The reason for the multiple amendments around 2008/09, was pleaded in a civil action on or about February 2009,<sup>4</sup> CA 09 MD 2017, Declaration, United States - ("Liar Loans" to Lehman Bros).

Evidence at that trial was given by ex-employees, that Aurora was purchasing loans off third party lenders and securitising the growers' loans as of poor quality and quoted "Liar Loans" to Lehman Brothers in 2008. In fact, based on certain evidence, the ANZ was in-

---

<sup>3</sup> ABC 1st Episode of the Killing Season, approx 36min mark

<sup>4</sup> United District Court, Lehman Bros V Erisa Litigation 2009

involved in securitising the Australian wheat pool which was 60% owned by the wheat growers at the time.

**1b) PARTICULAR to the Rural Program dated 15th November 2005**

On or about 15 November 2005, the RURAL Warehouse Trust No. 1 ("First Landmark Trust") was established, of which:

- (i) Permanent Custodians Limited was the trustee; (PCL)
- (ii) (LOL) was the originator, servicer, subordinated funder and first loss provider;
- (iii) AWB Commercial Funding Limited (ABN 21 105 470 700) was originations funder;
- (iv) AWB Services Limited was appointed manager and backup servicer;
- (vi) ANZ Bank was an external Funder and Facilitation Manager; and
- (vii) Rabo Bank Australia was external fund, hedge provider and Facilitation Manager.

The First Landmark Trust was established pursuant to the Master Trust Deed and a deed dated 15 November 2005 entitled "Supplemental Deed RURAL Program RURAL Warehouse Trust No. 1" was entered into by each of the entities and all entities played a substantial role in the Rural Programme in securitising assets of the following:

- 1) Mortgages
- 2) Growers wheat pools (Including non-customers)
- 3) Livestock, including domestic house pets.
- 4) Intellectual property.

The First Landmark Trust Supplemental Deed, the Sixth Amendment Deed and the Seventh Amendment Deed were in writing.

The Second Landmark Trust was established pursuant to the Master Trust Deed (2005) on or about 18th December 2006, the RURAL Loan CP Warehouse Trust ("Second Landmark Trust"), together with the First Landmark Trust (the "Landmark Trusts") were established, of which:

- (i) PCL was the trustee;
- (ii) (LOL) was the servicer, subordinated funder and first loss provider;
- (iii) AWB Commercial Funding Limited (ABN 21 105 470 700) was interim funder; and
- (iv) AWB Services Limited (ABN 83 104 207 847) was appointed manager and backup servicer

**1c) PARTICULARS**

(i) The Second Landmark Trust was established pursuant to the Master Trust Deed and a deed entitled "Supplemental Deed RURAL Program RURAL Loan CP Warehouse Trust" dated 18 December 2006 was entered into by each of the Respondents and each of AWB Services Limited (ABN 83 104 207 847), Permanent Registry Limited (ACN 000 334 636), AWB Commercial Funding Limited (ABN 21 105 470 700), Cooperatieve Centrale Raiffeisen-Boerenleenbank 8.A.- Australian Branch (ABN 70 003 917 655), ANZ Capel Court

Limited (ABN 30 004 768 807) and Aurora Securitisation Pty Limited (ABN 14 093 404 552)- ("Second Landmark Trust Supplemental Deed").

(ii) The Second Landmark Trust Supplemental Deed was relevantly amended by a deed entitled "Fourth Amendment Deed RURAL Program RURAL Loan CP Trust ("Warehouse Trust") dated 20 May 2008 ("Fourth Amendment Deed") and by a further deed entitled "Fifth Amendment Deed RURAL Program RURAL Loan CP Warehouse Trust" dated 1 July 2009 ("Fifth Amendment Deed").

(iii) The Landmark Mortgages and the Landmark Facilities were, at all material times, until on or around 1 March 2010, assets of one or more of the Landmark Trusts; and

(i) By reason of the matters referred to above, at all material times until on or around 1 March 2010, PCL held the Landmark Mortgages and the Landmark Facilities as trustee of the Landmark Trusts **and performed no role in relation to and had no interest in the Landmark Mortgages or the Landmark Facilities except as trustee of the Landmark Trusts - (Lender of Record)**

<sup>5</sup>It is clear that Landmark Mortgages and the Landmark Facilities were assets of one or other of the Landmark Trusts;

(iv) by an agreement dated 1st December 2009 ("Sale and Purchase Deed"), (PCL) agreed to purportedly sell certain loans (on paper) to ANZ Bank and ANZ Bank had (on paper) purported to agree to buy certain loans and securities including, inter alia, the Landmark Mortgages and the Landmark Facilities, including securitised stock mortgages;

(vi) on or about 25 February 2010, the ANZ RURAL Trust No. 1 ("ANZ Trust") was established, of which: **(The incestuous trust)**

. (vii) PCL was the trustee;

. (viii) the ANZ was the servicer;

(ix) ANZ Bank was also the manager, external funder and chargee;

(x) by an agreement dated 25 February 2010 ("Transfer Agreement"), the Respondents agreed that the loans and securities referred to above would be transferred by it (no consideration)(PCL), in its capacity as the trustee of the Landmark Trusts, to itself (in its capacity as trustee of the ANZ Trust); (THE PURPORTED PURCHASE)

## **2) PARTICULARS TO THE PURPORTED PURCHASE OF ANZ BANKS OWN LOAN BOOK**

(i) The ANZ Trust was established pursuant to the Master Trust Deed (referred to in paragraph (4) (above) and a deed dated 25 February 2010 by the Third Respondent and the First Respondent ("ANZ Supplemental Deed"). The ANZ Supplemental Deed was subsequently amended by a deed made by ANZ Bank dated 22 December 2010 ("ANZ Amendment Deed").

---

<sup>5</sup> Bot Book, page 78

(ii) The Sale and Purchase Deed, the Transfer Deed, the ANZ Supplemental Deed and the ANZ Amendment Deed are in writing.

(iii) The completion under the Sale and Purchase Deed and the Transfer Deed took place on or about 1st March 2010 from which time:

. (iv) the Landmark Mortgages and the Landmark Facilities ceased to be assets of one or more of the Landmark Trusts and became assets of the ANZ Trust;

. (v) (PCL) ceased to hold the Landmark Mortgages and the Landmark Facilities as trustee of the Landmark Trusts;

(vi) by reason of the matters referred to above, PCL, held the Landmark Mortgages and the Landmark Facilities as trustee of the ANZ Trust and performed no role in relation to and had no interest in the Landmark Mortgages or the Landmark Facilities except as trustee of the ANZ Trust.

### **2a) FURTHER PARTICULARS**

(i) The ANZ Bank's notice was given by letters dated 14th December 2009 and later the 21st February 2010 from ANZ and Landmark to the Growers, on or about the 5 March 2010 from ANZ.<sup>6</sup>

(ii) On or about mid-February 2010, Growers had returned from holidays and only become aware of the first notice dated, 21st December 2009. Rod Culleton and thousands of other Landmark customers were advised in writing that a "new working relationship" between Landmark and ANZ Bank was to occur and we were informed in writing from the said signed notice from \_\_\_\_\_ and \_\_\_\_\_ quoting, 'business as usual'. No changes to our current facility were to occur until our next annual review.

However, this was incorrect as ANZ Bank had altered their facilities and within less than two weeks

we became an ANZ customer on the 1st March 2010. ANZ Bank had taken customers and altered the terms and conditions of the Rural Programme by shutting down the growers bank accounts prior to receiving the second notice dated 5th March 2010 ie terms had changed. By mid-March 2010, 98% Landmark Rural Managers left their positions. ANZ started to immediately put growers onto new letters of offer (LOO) prior to their annual review. ANZ Bank moved 15yr interest only loans over from Landmark onto ANZ (LOO) and were not disclosing to the customer that the term of the new loan expired in two weeks. ANZ were also issuing money defaults as servicer against a "Legal Shell Lender" (PCL.)

(iii) It is clear that ANZ Bank had breached its transition terms, as outlined in all letters prior to 1st March 2010, including a later letter, dated the 29th April 2014. The letter was sent to a former Landmark customer on behalf of ANZ Lawyers, Butler, McIntyre and Butler-(BMB).

(iv) The (BMB) letter<sup>7</sup> was written by \_\_\_\_\_ and detailed the following on behalf of ANZ Bank. Also, the letter follows a telephone call from \_\_\_\_\_ to Landmark customer's lawyer on \_\_\_\_\_

---

<sup>6</sup> Bot book, page 77

<sup>7</sup> Letter from ANZ Banks Lawyers. BMB

May, 2014. In that telephone conversation, [redacted] had at the time confirmed, firstly, a clear statement of what we say is the significance of the issues surrounding ANZ's refinancing of the PCL loan. Also the (BMB) letter now received, deals with and provides another explanation of the transaction relating to the takeover of the PCL loans. The explanation of the PCL transaction given in this letter is more complete than the explanation given and was withheld at growers at mediation with ANZ bank. At no time prior to the 14 May, 2014, were any growers aware of ANZ's involvement and that ANZ had purchased the beneficial interest in the Rural Program.

ANZ later appeared to have abandoned any claim in this case that it advanced any funds in relation to the refinancing.<sup>8</sup> ANZ Bank had no option but to settle with the growers and return unsold farms, which ANZ was forced to do.

## 2b) Particulars based on facts,

A transaction between Landmark and ANZ as now disclosed, is that ANZ effectively took a transfer of the loans and would have no better rights in relation to those loans than PCL as trustee of the

Rural Program would have had. The ANZ refinance was not a real refinance. It was only a rewriting of the loans and any defenses Landmark Financial Services (LFS) customers and Rural Program had against Landmark (LOL), would equally be defences against ANZ. ANZ Bank did not and could not have disclosed any of this to growers at the time of the "refinancing".

At para (3) (BMB) states the following;

**"Subsequently, ANZ refinanced PCL's Lending to your clients. Because it was the beneficiary and funder to the rural program, there was no necessity for ANZ to undertake any actual transfer of funds,**

**If there had been actual transfer of funds (which there wasn't), then it would have been simply a transfer from ANZ to PCL (Legal Shell Lender) and back to ANZ"**

**ANZ held all requisite attorneys and authorities from PCL to provide a discharge of the PCL mortgage, and did so ..... This is clearly incorrect and misleading and deceptive conduct. ANZ Bank, the Banks agents, had clearly acted under pretense of authority.**

It is clear from the structure above, ANZ Bank only at best had an equitable right and not a legal right. To obtain a legal right to the customer's assets, ANZ through ANZ Rural Managers, purporting to be (LFS) had to at all cost get the growers onto ANZ Letters of Offer.

<sup>9</sup>ANZ Bank at this point purportedly corralled Landmark Customers into a ANZ Bank legal customer, yet stated that it was only the servicer. At the point in March 2010, I, Rodney Culleton contacted PCL for a payout figure which was declined.

The Culleton's did not sign any LOO with ANZ Bank. PCL is still our "Legal Shell Lender".

As at the 1st March 2010, there were three types of customers.

- 1) Deposit Holders- (Unsecured deposits)
- 2) Creation of new ANZ Customers with new (LOO) being signed

---

<sup>8</sup> 60 Min Programme 'Farmers Fighting Back' and Charlie Phillot

<sup>9</sup> Bot Book, page 90, clause 15.17(a) , Amendments to the General Terms and Conditions

3) Existing Landmark Customers -(PCL) “Legal Shell”

It is also evidenced, that prior to the 1st March 2010, growers were being approached to execute new letters (LOL) with Landmark customers. It is a clear fact, through evidence, that ANZ Bank had not fully taken account of what mortgages were with what trust and clearly no evidence of any reconciliation or account, concluded and finalised by 1 March 2010.

<sup>10</sup>Growers who had up to 22 years interest only loans were reduced. The majority of growers were misled and were offered unsolicited contracts and were informed to “sign here, its simply switching from green to blue” .

<sup>11</sup>The above structure was amended due to the Manager and Arranger of the Master Trust Deed (MTD) dated 15th November, 2005, AWB Services Limited, (ABN 83 104 207 847). It is clear that at -

**RECITALS.**

A) *The Arranger wishes to establish a program to be known as the RURAL program, under which trusts (plural) will be established to facilitate the ownership and funding of assets and the raising of financial accommodation through the issue of securities or by other means. The Arranger may be the Manager of some or all of those trusts”*

(B) <sup>12</sup>The Arranger (AWB) was embroiled in the **OIL FOR FOOD SCANDAL 2001** \$126 million payment Iraq -(AWB was insolvent at the time).

(C) AWB Services due to trading insolvent, was not able to role-over the **GROWERS LOANS**.<sup>13</sup>

**3) Culleton’s Story**

Rod Culleton and his family have called their sheep and cereal farm in Western Australia home for almost 20 years, before being driven off their property by the ANZ bank in December 2013. The family’s 15-year, interest-only mortgage was offered to one of the Culleton's company in 2008/09 by specialist rural lender Landmark Operations Limited (LOL) which had the growers believe was an entity owned by the Australian Wheat Board. The Culleton's were misled under this ‘Trojan Horse’, as evidence now shows above that, at the time of signing, the new lending arrangements with LOL under the Rural Program, this facility had only 9 months of credit available through the expiry of the Culleton's Loan (AWB Tranches).

**Background:**

From the outset, the Culleton's companies (CC) did not want to become customers of the ANZ Bank and simply asked their lender, Permanent Custodians Limited (PCL) for a payout figure. Both PCL and ANZ could not provide the (CC) a payout figure. The ANZ Bank

---

<sup>10</sup> BOT Book at page 109, Term of Facility of ANZ Agri Finance

<sup>11</sup> Bot Book, Page 34 Master Trust Deed

<sup>12</sup> BOT Book, page 40-43 (Civil trial set for AWB bribes) AWB Ltd (Troubled Company.) ANZ Bank (Fined \$29million for involvement in AWB Scandal. AWB shares plummet

<sup>13</sup> Tranche Dates 2009/10 .AWB Services was unable to refinance.

mailed out new deposit and cheque books and advised the Culleton's to sign new Letters of Offer (LOO) and that all of our (CC's) current facilities will continue under the same arrangements. However, accounts appeared to be set up in the Culleton's name and not the company.

The ANZ takeover officially came about on 1 March 2010. The sale date was announced as being

December of 2009. However, the (CC) had been receiving bank statements prior in September-December of 2009 quarter from the ANZ Bank. Culleton's had completed a new purchase in March of that year of a farming property for \$1.7 million. In February/March 2010, all LOL managers had left their posts at their branches and no one was available to contact as a result. Due to these circumstances, we contacted our lender (PCL) for a payout and they informed Rod Culleton that they could not provide a payout figure to (CC) loans and that I had to contact the ANZ Bank. PCL also said that they were only the Trustee of the loans and were not the Lender - PCL as trustee were only lender of record.

By November that year, a default was engineered by the ANZ bank and the Culleton's and their (CC) were put on notice outlining a missed payment had occurred. The reason for this was due to the ANZ bank having closed the CC 'Landmark interim account' where the loan repayments were coming from. The Culleton's were only made aware of this closure one day AFTER the Default Notice was sent. The

default was engineered and therefore inevitable. The ANZ bank created new ANZ bank accounts with new BSB and account numbers that had no reference to any bank accounts that (CC) held previously and the new ANZ bank accounts were created without any consent or authorization from the Directors of the CC. This was totally foreign to our previous and current contractual arrangements.

Rod claims, as a director of (CC) -Elite Grains Pty Ltd, the company was never a distressed asset to the Lender and CC were never in default because under their Landmark loan agreement the CC's cash flow was strong and the business could meet its payments monthly. The business had expanded its farming interests into a manufacturing, packing, logistics and stockfeed business, employing a dozen people and at that stage had borrowed more than \$4 million through a property purchase expanding their broad acre enterprise. The pilot plant on the farm was turning over \$5 million a year.

Regardless, Rod advanced \$750,000 after having comfort to do so after engaging Senator Williams to conduct negotiations to the validity of the purported purchase of the Landmark loan book by the ANZ Bank. Through this the Culleton's continued to ask for an exit model so CC could exit and refinance elsewhere. At all times, we were informed by of Senator William's office that the ANZ officials had confirmed that all proceeds would go to our lender. The ANZ Bank took all those proceeds and after making further enquiries to PCL, PCL informed Rod Culleton that they had not received any funds and if PCL had, they could not accept such a payment. PCL informed Mr Culleton that they were not the Lender but held the securities and acted as 'Lender of record' only.

The ANZ Bank and PCL failed to provide the Culleton's nor the (CC) a payout figure. Instead the Culleton's were sent a new LOO in June 2011, which demanded fresh guarantees including using Rod's intellectual property on an invention (Grain Keg – can be viewed under grain keg youtube) as security, as well as demanding the right to revalue the property at least once every 12 months by an ANZ approved valuer.

Rod refused the LOO of the ANZ Bank for two reasons:

3a) Switching the company facility to the Guarantors.

On the 8th June 2011, ANZ Bank, wrote to Rodney and Ioanna Culleton (Guarantors) as mortgagee of the CC loan. At all material times, ANZ Bank prior to commencing action, stated that the ANZ Bank were the new Mortgagee of the loans and that they had purchased

the (CC) -Elite Grains facilities- from Permanent Custodians Ltd- (PCL). PCL at all times was a facility granted to Elite Grains Pty Ltd. The Culleton enterprise consisted of four integrated companies, designed to value add all commodities grown on the farm to an end user market. , of the ANZ bank, at the time under false pretences used ANZ Bank to attempt to place the CC debt onto Ioanna Culleton to whereby Ioanna Culleton played no role in Elite Grains (not an office holder). manifested the arrangements between Elite rains and PCL to where he was not duly authorized to intervene as we were one of the only growers that did not sign over to ANZ's LOO. ANZ Bank, had clearly set the Culleton's up for failure and attempted to place a company debt to Ioanna Culleton. The Culleton's collectively, did not personally earn the revenue to service such loans. and were the ANZ managers at the time and need to be called to the Enquiry to give evidence over their purported authority of PCL and of their misleading conduct.

3b) Securities of Australian Keg Company.

The Culleton's would not put the IP rights up as security to any Bank. In a letter of offer dated 3<sup>rd</sup> June 2011 the bank demanded fixed and floating property charges over all intellectual property rights of the Australian Keg Company Pty Ltd, (Grain Keg delivery system).

Once again a payout figure was requested from ANZ Bank which was not forthcoming. The ANZ Bank informed the Culleton's they had to sign the LOO as the ANZ Bank wanted the present and future rights to the IP securities. If we didn't sign the new LOO, then the ANZ Bank would use other means to secure it. As a result, the ANZ Bank had already closed all of CC's banking facilities and CC had no option but to open interim accounts with another financial institution (NAB), where the continuation of loan repayments could be made from.

ANZ defaulted the Culleton's four times in total – none of which Rod can think of plausible reasons as he had enough funds to keep making his loan repayments. In October 2012, the ANZ bank under the 'disguise' of PCL took him to court over the money owed.

had been in contact with the ANZ Bank officials and at no stage were the Culleton's informed, nor was our negotiator informed, that PCL were the party threatening court action as the ANZ Bank had claimed they had the legal rights to the Loan. Rod was in London conducting license agreement and sales for his Grain Keg company and had not been made aware of any such action, and essentially was unable to attend and make a court appearance. He was ordered to pay the Plaintiff, PCL \$4M. The following year in May 2013, the ANZ bank took Rod and Ioanna Culleton back to court as Guarantors to foreclose his farm under purported Powers of Attorney (POA) granted by PCL giving the ANZ bank the power, acting under pretense of authority, to do so. Registrar of the WA Supreme Court (WASC) refused Rod and Ioanna Culleton the right to speak or defend themselves in court. The Registrar totally ignored the Culleton's and ultimately ruled in the (PCL'S) favour and awarded the Culleton's farm to the alleged plaintiff. The Culleton's were given 42 days to exit before receivers locked the gates in December 2013. Upon the Culleton's request, there are no court transcripts available for that day's proceedings in the WASC before Registrar

!!

The Culleton's were confused as to the correct Plaintiff, as the ANZ bank appeared in court as if it was their own case. PCL were given a possession order under Rule 62A Rule (4) of the (WASC) over the Culleton's properties. Due to this Order, the Culleton's were unable to appeal the decision of on the 28th May 2013 as this rule only provides 3 days to lodge a notice of appeal, which was an unknown condition and also insufficient time for them to prepare a case or find and brief a legal representative to act on their behalf. The Culleton's filed an application in the WASC seeking leave to appeal out of time before Master . The Master however threw the Culleton's application out of court

stating “it’s out of time...doomed to fail.. game, set and match”.

The Culleton’s has since found out that the ANZ Bank didn’t have crucial authorization in place when it commenced action by way of writ of summons, purporting to be acting as (PoA) for PCL, and under the Purported Judgement to send receivers to sell the farm. The affidavit of (ANZ bank Manager) relying on the (PoA) to commence the purported action was not only out of date but had been revoked on 21st August 2012 – prior to the commencement of the writ of summons. relied on this defunct power as evidence sworn on more than one occasion in the WASC to bring purported actions against third parties. In summary, has misled the court with purported documents on a number of occasions under pretense of authority.

Rod has also acquired a key document, along with others, the ANZ bank wouldn’t release called “The Master Trust Deed” which shows AWB loans did not have long-term funding. These loans were securitized loans and also a line of credit agreement. In 2010, when Landmark’s book of debts were purportedly purchased by the ANZ bank, and the ANZ bank came in as the manager, servicer, external funder and controlled the ANZ Rural Trust No 1 (or servicer??), that’s where problems began to happen for the Culleton’s as they had not signed over to the ANZ bank under their new letter of offer terms.

Rod Culleton, believes the Federal Government has a responsibility to expand its banking sector investigation to include the current farm debt crisis- (RC).

In December 2014, a full year after the Culleton's were forced off, the ANZ bank announced it would stop foreclosing on drought-stricken farms for the next 12 months. However, this promise means nothing for the Culleton’s and others who have already been forced off and have to take matters into their own hands via the courts or attempt to physically take back the farm.

**3a) ANZ Bank conduct cause the following train of legal events.**

(a) On the 19th June 2009, Landmark Operations Limited (ANZ Bank Offer) to purchase a license agreement from CC (Australian Keg Co) to whereby an upfront payment of \$200,000.00 would be paid with a payment royalty of over \$1,000,000 plus ongoing revenue over 5 years minimum in the Agri Business sector of both Australia and RDI (Landmark Company in NZ). Landmark experienced delays in advancing and ultimately defaulted- Non Payment

(b) Due to the delay an informal facility was put in place with higher management of Landmark and the overdraft was allowed to operate up to \$1.2 million approved at State level by, of LOL.

(c) On or about late February 2010, (the Culleton’s) came into contact with a letter dated the 21st December 2009, signed by of Landmark Operations Limited and of ANZ Bank, outlining a new working relationship.

(d) On the 5th March 2010 a letter had been sent which the Culleton’s received not long after from of ANZ Bank stating –

“Dear Customer.

TRANSITIONING TO ANZ (Unsolicited Offer)

“In December, 2009 ANZ reached agreement with AWB Limited to acquire Landmark Fi-

financial Services business. That means once the transaction is completed, which is likely to occur 1 March, 2010 we will be welcoming you as an ANZ Customer.”

(e) Rod Culleton tried to make contact with the Bunbury Rural Managers in March 2010 and found that the Landmark Rural Managers had left their posts -(No Rural Managers)

(f) In early 2010, Rod Culleton had concerns as to the viability of the AWB and contacted the Lender of Elite Grains for a payout figure PCL. PCL advised at that time that ANZ Bank had custody of the files and records and that the Culleton’s would need to contact the ANZ Bank as they had purchased the CC Mortgage. PCL had also indicated that they were only the TRUSTEE and not the Lender and stated that they were only LENDER OF RECORD.

(g) Rod Culleton took note of the Letter of the 21 December 2009 and digested the page titled FREQUENTLY ASKED QUESTIONS  
Para 2 “Do I have to do anything now? You aren’t required to do anything now. You can also call 1800 622 015. We will be in touch with you in early 2010 to talk about the changeover process”

(e) From March to July 2010 efforts were made to contact a Landmark Manager and in mid 2010, came to the farm and stated that ANZ Bank had purchased Elite Grain’s Loans and that the Culleton’s were required to sign new letters of offer as a formality and, in order to receive a payout figure, a letter of offer would need to be executed to go onto the ANZ system to evaluate a correct exit figure. The Culleton’s refused to give Elite Grain’s financials to a foreign entity (ANZ Bank) and again contacted PCL who reiterated that they were only lender of record and ANZ Bank has custody of the files.

(f) ANZ Bank purportedly paid out the Landmark accounts and shut down the facilities of Elite Grains on the following dates

a) Loan Transfer to ANZ Bank dated 16/9/2010, New Name and Facility BSB  
Account No and BSB Account

(g) 01/11/2010 Elite Grains Loans were transferred to ANZ Banks Lending Services, Commercial Division in order to “Undertake an independent review of the position”.

(h) ANZ Bank Defaults Elite Grains as Purported Mortgagee.

(i) Elite Grains Pty Ltd, engages with and of ANZ Bank.  
and continued to default the Company and refused to give pay-outs.

(j) On the 3 June 2011, of ANZ Bank, presented a Letter of Offer without the consent of the Culleton’s to whereby they were told to sign or ANZ Bank will call up their securities. The Letter of Offer dated the 3 June 2011 had switched the Facilities from the Company (Elite Grains Pty Ltd) to Rodney and Ioanna Culleton in their personal capacities- (The New Offer). The Culleton’s (Ioanna) could not be responsible for Elite Grains’ facilities. The Letter of Offer also required all present and future rights over the invention of Rodney Culleton and Australian Keg Company Pty Ltd’s Patent rights. This additional security simply could not occur and Ioanna Culleton had no involvement with Elite Grains. The salary of the Culleton's could not service such a facility.

(k) ANZ Bank at all times purported to be the Mortgagee and took out insurance over the properties (in Williams and Capel) charged to the Elite Grains new ANZ account. The ANZ Bank also took the payments as Mortgagee from the Culleton's Telstra Lease. ANZ Bank Managers were not duly authorized to act on behalf of PCL. ANZ Bank had misled the Culleton's.

(l) Culleton's made multiple attempts to pay out PCL. PCL said that they could not receive the money as they were only "Lender Of Record" and held assets on behalf of multiple third party investor over multiple trust-(audio recording available for affidavit).

(m) On the 29th August 2012 a writ was served on the Company Elite Grains Pty Ltd. The Writ was contained in an envelope. A \_\_\_\_\_ of Southern Cross Taxation, Mandurah was not informed of the contents and simply forwarded the envelope to the farm address being location \_\_\_\_\_, which is neither the address of the farm or the Culleton's. \_\_\_\_\_ was not authorized to accept service on behalf of Elite Grains. The Writ was commenced without authority by PCL based on a purported affidavit of \_\_\_\_\_ acting as attorney of PCL. The Power Of Attorney was not in favour of \_\_\_\_\_ and was not in favour of ANZ Bank (Pretense of Authority).

(n) Judgement was granted in favour of Permanent Custodians Limited on the 4th October 2012. The Court order however had been created by Corrs Chambers Westgarth, was unsigned and has the initials of \_\_\_\_\_ - (The Purported Order). The Directors had been never made aware of the proceedings and Rodney Culleton was in the UK on business at the time of the court proceeding of which there was no court listing of! During this time, Senator Williams of Inverell of NSW negotiated with ANZ Bank as Mortgagee a payment of \$600,000.00. At no point did ANZ Bank inform Williams nor the Culleton's that the ANZ Bank was acting as servicer on behalf of PCL. The ANZ Bank always claimed that they were the mortgagee and the secured creditor. The ANZ Bank managers in Melbourne, \_\_\_\_\_ was not duly authorized to deal with Mortgages on behalf of Permanent.

(o) On the 29th November 2012, Legal Process Service on behalf of Corrs Chambers Westgarth sent a letter marked attention to \_\_\_\_\_ - (To effect service of writ). The writ was supported by an affidavit of \_\_\_\_\_ which was relying on a power of attorney that was not in favour of \_\_\_\_\_, and was not in favour of the Rural Program (Landmark Loan book). This document is titled Permanent Custodians Limited and Elite Grains Pty Ltd. This document was never served on Mr. Ronald Culleton who was one of the directors of Elite Grains who resided at \_\_\_\_\_ as it was bought to the attention of \_\_\_\_\_ who was the lawyer acting for ANZ bank. I affirm that the contents of that letter are misleading, and are not true and correct. Rodney and Ioanna Culleton did not reside at the address of \_\_\_\_\_, WA. The Culleton's have never been personally served with any writ. Lesley Culleton (Fifth Defendant) has never been served with any writ.

(p) On the 4th December, \_\_\_\_\_ swears an affidavit which states the following;

i) At paragraph 15 she states a pre-Paid postal service to \_\_\_\_\_ was not a valid address of the Culletons to receive mail.

ii) \_\_\_\_\_ is not the email of the Culleton's

The emails that were sent to Ioanna Culleton made reference to the ANZ Bank. The Bank need one of the following:

There were three options 1) Notice of your appearance in the action

2) Notice of your defence to the defence to the claim in the action, or

3) Confirmation that you have made arrangements “with our client”

At all times the Culleton’s (ie option 3 above) were negotiating with the ANZ Bank, through Senator Williams’s office, and Rod Culleton directly as a Director of Elite Grain Pty Ltd.

(q) During mid-October of 2012 negotiations were being carried out with ANZ Bank Managers in relation to securities and a payment of \$598,000.00 was paid to the ANZ Bank as Mortgagee on the 11th January 2013 by bank cheque no [redacted] paid to ANZ Bank. The Lawyers referred to Permanent Custodians part of the ANZ Banking Group. ANZ Bank did not have a valid Power Of Attorney registered in Western Australia under the TLA and the 19th Schedule.

On the 19th December 2012, the Banks put receivers in on the farm to remove all assets including the company record of three companies-

a) DEqMo Pty Ltd.

b) Elite Grains Pty Ltd

c) Australian Keg Company Pty Ltd.

Photo evidence was taken at the time, showing up to four B doubles, and loaders, which were on the farm on the 15th January 2013. I contacted the banks agents and asked them to remove their trucks from the property as they were trespassing but they declined. It was reported that the books and records that were stored in secured containers were removed by container lifts. Farm Machinery, Specialized Milling Equipment, Intellectual Property, Grain Stocks, milling equipment along with all personal items were removed by the Banks agents.

(r) Corrupted emails from PCL’s lawyers leading up to the hearing of the 28th March 2013. Rodney Culleton had received emails whilst driving a road train across the Nullabour and was unable to download the attachment. [redacted] (lawyer) informed Rodney Culleton via phone that there was a hearing on the 28th March 2013, that she could not give legal advice, but the Culleton’s were required to attend the court on that day.

(s) The Culleton’s were denied the right to speak in front of Registrar [redacted]. [redacted] erred in [redacted] judgement that the Culleton’s who were physically present in the court needed to be legally represented and Elite Grains also required legal representation and leave was denied by the court for the Culleton’s to represent themselves. [redacted] also erred in that [redacted] was not aware that Elite Grains already had a judgement obtained against [redacted] in on the 4th October 2012. There is no transcript of this court hearing and it was noted that the Culleton’s were noted on court record as ‘did not enter an appearance’.

(t) Legal advice was obtained and an appeal was lodged to seek leave out of time. Master [redacted] ruled as “game, set match... doomed to fail” out of time and dismissed the appeal. Under 62r4A at the time the court only allows a 3 day appeal period.

(u) A further appeal was lodged in the court of appeal on the 17th March 2014, appeal was filed [redacted] of 2014. On the 22nd July 2014 a springing order was placed on the Appel-

lants to whereby an amended appellant's case needed to be filed. On page 17 of the transcript, 2nd last paragraph, makes clear that only decision can be appealed, not judgement. Court procedures had erred and blocked causing damage to CC and Culleton's assets. Under the rule of on the 28th March 2013, orders could not be set aside, due to the court granting leave..

(p) The Culleton's appeared in front of His Hon Kenneth Martin in 2473/2012 on the 27th November 2014, under McDonald vs McDonald to whereby the action was dismissed. Rodney Culleton was denied the right to speak as he was considered by the court to be bankrupt which was not the case and has **never** been a bankrupt.

q) The Culleton's had come to realize the courts had shut their doors on them by the orders given by the judges/ Masters /Registrars and could therefore not protect their assets or livelihoods or land. Caveats were placed over the properties as there were other assets belonging to different entities. All caveats were removed by false and misleading evidence in affidavits before a number of actions -

(i) 1827/2014 Permanent Custodians Vs Deqmo Pty Ltd.

(ii) Pro Act

(iii) Culleton's

In all of those proceedings ANZ Bank acted under pretense of authority as PCL had no knowledge of any court proceedings with the Culletons or with the CC. The Culleton's were never permitted to defend their case on the merits of the case and address the true plaintiff.

On the 17th December 2014 the ANZ Bank purported to have receivers to sell all the assets of the Culleton's and third company assets, despite all the warnings given which were ignored. of Corrs Chambers Westgarth had requested on a number of occasions for the local Police to arrest the Culleton's for trespassing. The ANZ Bank then proceeded to sell the Company's and personal assets along with the farming property on a Walk-in, Walk-out basis. At all times, the purported buyers were put on notice by the Culletons and CC.

r) The purported buyers had also filed proceedings against me. They had applied for a Misconduct restraining Order on the Culleton's which was dismissed with costs on the 3rd September 2015 NG RO 27/2015

s) At all material times the Directors have been prevented to retrieve assets and records off the farming property. The liquidator made no attempts to retrieve such documents as the Liquidator has been prevented by the ANZ Bank from doing so.

## **PARTICULARS**

(3b) (i) The Culleton's owned properties in Williams. Rodney Culleton is listed on IP Australia as an inventor and owner of the GRAIN KEG CONCEPT.

(ii) The Culleton's had an asset base of \$12 Million alone at the property in Williams. Elite Grains and Deqmo Pty Ltd were milling companies value adding the raw material grown on the properties in the Williams shire of WA. At no stage did the Culleton' default on their loans and were never listed at the time in Landmark as a distressed asset.

(iii) In March 2010 attempts were made to exit the PCL rural program and due to the new (bank) model, all rural managers had left landmark in late February 2009 and March 2010.

- (iv) Elite Grains (EG) was forced to open other accounts with the Banks as the Landmark accounts did not appear to be functioning.
- (v) Due to ANZ Bank shutting down the Landmark accounts, EG was placed into the lending department of the Bank.
- (vi) At all material times I was told that ANZ Bank had purchased the loans and ANZ Bank were now the Mortgagee which is clearly a false claim.
- (vii) On the 4th October 2012, judgement was placed against EG whilst I was on or about in London on business. No one was present in court for the company. The purported court order of the 4th Oct 2012 was signed by a court assistant.
- (viii) The Culleton's were confused as to the correct Plaintiff, as the ANZ bank appeared in court as if it was their own case.

(i) PCL were given a possession order under Rule 62A Rule (4) of the (WASC) over the Culleton's properties.

(ii) Due to this Order, the Culleton's were unable to appeal the decision of [redacted] on the 28th May 2013 as they were given only 3 days to lodge a notice of appeal, which was insufficient time for them to prepare a case or find and brief a legal representative to act on their behalf.

NB: This appeal through discussion with the Chief Justice has now been extended.

(iii) The Culleton's filed an application in the WASC seeking leave to appeal out of time before Master [redacted]. The Master however threw the Culleton's application out of court stating "it's out of time...doomed to fail.. game, set and match".

(ix) The Directors of Elite Grains were forced, due to the purported actions of the ANZ Bank and others, were forced to allow the company of EG into liquidation, on the 8th November 2015. [redacted] was appointed as liquidator.

(x) ANZ Bank, right through to the notice of the 11th January 2017, outlining the retirement of the Liquidator, hindered any return to creditors. At all material times, ANZ claimed to be the largest aggregate creditor- (Purported creditor) which it was not.

ANZ Bank have stolen all the assets that were located on the farm over the Culleton's and the Police have failed to act claiming that it is a "Civil Matter" and that the Culleton's and the companies owe ANZ Bank money. The ANZ Bank have misled the WA Police as a purported creditor and have stolen the land and allowed other third parties to steal tools and equipment whilst leaving the farm unattended. ANZ Bank, [redacted], the bank manager for ANZ claimed via email to Culleton that the Culleton's "abandoned the farm"!

## **FURTHER PARTICULARS**

On the 16th February 2016, I was called to give evidence at the Parliamentary Joint Committee into impaired Loans. I requested that [redacted] (ANZ bank manager's) evidence be considered in great detail and be omitted in the new inquiry along with [redacted] and be used as sworn evidence.

At the time of the EG purported action, It has since been proven that;

(i) [redacted], of ANZ Bank didn't have crucial authorization in place when it commenced action by way of writ of summons, purporting to be acting as Power of Attorney (PoA) for PCL, and under the Purported Judgement to send receivers to sell the farm. The affidavit of [redacted] (ANZ bank Manager) relying on the (PoA) to commence the purported action was not only out of date but had been

revoked on 21st August 2012 – prior to the commencement of the writ of summons.

relied on this defunct power as evidence sworn on more than one occasion in the WASC to bring purported actions against third parties. In summary, has misled the court with purported documents on a number of occasions under pretense of authority.

**GENERAL TIMELINES:**

1993 –

#LFD Limited is purchased by ANZ Bank 100% owned Subsidiary and later changed to LFD Pty Ltd

August 2003

#Australian Wheat Board acquired Wesfarmers Landmark Limited (Landmark) from Wesfarmers for \$825 million

Nov 2005 -

#Deed of Assignment “Primary Loan Book” was between Rabobank, Landmark Operations and Landmark Qld

#Master Trust Deed “rural program” was between Permanent Custodians Limited (Trustee) and AWB Services Limited (Arranger)

#Supplemental Deed “rural program” was between Permanent Custodians Limited, AWB, Landmark Operations Limited, Australian and NZ Banking Group and Rabo Bank

17 Feb 2009-

#Original Letter of Offer to Rod Culleton from Landmark Operations Limited

19 June 2009-

#Rod receives letter from Landmark Operations Limited about potential alliance between it and Australian Keg Company Pty Ltd (Auskeg).

# Landmark Operations Limited wanted to purchase exclusivity rights of the GrainKeg (IP of Auskeg). #Culleton's declined the offer.

***Misleading and Deceptive Conduct and Pretense of Authority***

*ANZ Bank announcement dated Decemeber 2009-*

#“New working relationship” announced between Landmark and ANZ bank that will see Landmark lending and deposit portfolios become part of ANZ regional commercial banking business. Landmark team will join ANZ bank.

#Changeover to take place early 2010, all funds on deposit with Landmark will become deposits with ANZ bank in early 2010.

#Letter to Rod states that the current lending facilities will remain unchanged until our next 12 months review. All current and informal approvals will remain unchanged and service and management will transfer in 2010 to ANZ bank.

*#All formal/informal approvals will remain in place and will not need to reapply for credit*

#Media Release from ANZ bank –agreement reached with AWB to acquire the Landmark loan and deposit books. Loan book of \$2.4 billion and deposit book of \$300M.

#As part of the transaction, Landmark will enter exclusive distribution & referral agreement for ANZ banking products to be offered to Landmark’s 14,000 customers nationally

#Quotes made by both ANZ Chief Executive Mike Smith and Group Managing Director of Commercial Banking

*Feb 2010*

#Landmark advises farmers that it’s two months since Landmark and ANZ bank announcement

Change of ownership likely to occur 1 March 2010

*1st March 2010*

#ANZ officially acquired beneficial interest in the “Rural Program”. It became the servicer in relation to Permanent Custodians Ltd lending.

#The “trust” became known as ANZ Rural Trust no 1

#Anz bank managers were asked to actively be involved without authorisation from PCL to inform growers ‘the Anz bank now owns their mortgages along with all securities and that the process is a simple formality from changing from green (Landmark) to blue (ANZ bank).’ I.e. the customers were informed by the ANZ bank that they will be taking a simple shower but instead they were led to the gas chambers!

*31st March 2010*

#Power of Attorney document for Deed Poll (Allens Arthur Robinson lawyers) by party Permanent Custodians declared – ANZ bank attorneys as \_\_\_\_\_, \_\_\_\_\_,

# No names of \_\_\_\_\_ nor \_\_\_\_\_ stated on these documents.

*23rd August 2010*

#ANZ bank ceases to be substantial holder in respect of the Australian Wheat Board Ltd.

#ANZ Bank retires 261 of their subsidiary companies from the Australian Wheat Board.

*15th November 2010*

#DEFAULT NOTICE to *Elite Grains* (Rod Culleton) from ANZ bank Manager

##Event of Default occurred under terms & conditions of Letter of Offer Feb 2009 (Landmark)

#Provision made by the ANZ bank until 13th Dec 2010 for Culleton’s to repay or outline debt repayment strategy

NOTE: \*\* Default occurred on an account that was shut down and zeroed out by the ANZ bank – received notice of this one day after defaulted\*\*

# \_\_\_\_\_ asked to review and manage accounts, help understand situation,

# Default occurred as follows:

- (i) Loan arrears on Agri Finance Loan (account 3717-08315)
- (ii) Failure to repay past temporary overdraft increases which has resulted in account 9054-62453 currently being in excess of approved limit
- (iii) Stagnant nature of business overdraft facility
- (iv) Requirement to dishonour drawings presented for payment due to insufficient funds being available

*18th November 2010*

#Letter from ANZ bank to *Elite Grains* from \_\_\_\_\_ (ANZ bank manager Bunbury)

#Confirming transfer of banking arrangements to ANZ bank

#ANZ Interim Account closed at 16th Nov 2010 – closing balance \$0.00 (one day after defaulted)

#Account numbers changed. Payments from Interim not honoured after closure between Nov 2010 – June 2011

#Rod Culleton paid monies to ANZ bank after being defaulted

#Culleton’s in negotiation with ANZ bank to receive a payout figure as Culleton’s wanted to exit ANZ

#ANZ bank wouldn’t provide payout figure

*3 June 2011*

- #Letter of Offer from ANZ bank to Rod – including using Grain Keg as security
- #Properties can be re-valued by ANZ bank at least once every 12 months at a cost to the Culleton's
- #The Culletons refused to sign and kept asking for payout figure

*June 2011 – Oct 2011*

- #Defaulted four times all up – doesn't understand why or how as the newly created ANZ bank accounts were not the company's bank account(s).
- #CC had money to pay it back but at this point didn't understand if ANZ bank or PCL were the rightful lender.
- #Confusion confirmed as Rod had contacted PCL who claimed we could not pay them out and they could not accept the funds as they were not the lender to our loans.
- #CC transferred their accounts to NAB, deposited monies in NAB and would transfer loan repayments from NAB account
- #Had already bulk paid ANZ bank \$750,000
- ##Continued requesting from the ANZ bank for payout figure
- Was required to communicate with the ANZ bank via ANZ's lawyers during this time

*21st August 2012*

- #Unknown to Rod - Permanent Custodians revoked the Power of Attorney March 2010 (named above)

*4th Oct 2012*

- #Rod was in London doing sales for his Grain Keg company
- #PCL (Plaintiff) not ANZ bank took CC and Culleton's to court over money owed,
  - #WASC judgement for non-appearance
  - #no court listing available
  - #Court Clerk (of no legal qualification) signs Court Order in favour of Plaintiff Permanent Custodians (Trustee).
  - # CC and Culletons ordered to pay \$4,944,236 plus interest until payment and costs be taxed on indemnity basis.

*28th May 2013*

- #ANZ bank took Culleton's to court
- #a writ (on revoked Power of Attorney) was issued
- #Rod and Ioanna Culleton appeared in person in court as second and third defendants before Registrar ,
  - #Registrar would not give Culleton's leave to speak/act despite Elite Grains Pty Ltd having already had judgement against it - so therefore the Culleton's should have been able to defend themselves in court as per their right
  - #Registrar awarded the ANZ bank the Culleton's farm/property
  - #Time frame of 42 days to exit property given
  - #There is NO transcript of that day's proceedings before as stated by the WASC

*Dec 2013*

- #Culleton's forced off their Williams property attended by sheriff and police

*14th May 2014*

- #Content of letter between Butler, McIntyre & Butler Lawyers (for ANZ bank) to lawyer

for former Landmark client ( from Tasmania) as below points  
#Until March 2010, your client's funding was from Permanent Custodians (PCL) which was trustee of and custodian of the Rural Program. Landmark was the originator and servicer in respect of the lending

**Particulars ANZ Rural Trust No 1 INCAUTIOUS TRUST**

1 March 2010,

ANZ acquired the beneficial interest in the Rural Program. It became servicer of PCL lending. The trust became known as ANZ Rural Trust No 1

ANZ refinanced PCL's lending to your client. Because it was beneficiary and funder of the Rural Program, there was no necessity for ANZ to undertake any actual transfer of funds. ANZ held all requisite attorneys and authorities from PCL to provide a discharge of the PCL mortgage and did so

If my client does not obtain a release for PCL and Landmark companies and your clients subsequently seek to take proceedings against PCL and/or Landmark then ANZ may be called upon by PCL or Landmark to indemnify.

15th September 2014

Rod emails a letter of complaint to both Chief Justice and WASC Principal Registrar in regards to the handling of our case and the lack of appeal period time giving the Culleton's no consideration for the matter to be heard in court

Current (2015)

A number of growers are now coming forward with very similar cases to the Culleton's case to where the ANZ bank had forever silenced these customers by having them sign deeds of forbearance and confidentiality agreements.

We can speak only on our own behalf despite numerous warning and negotiations, the ANZ bank have allowed the receivers to go in and gut the CC and steal by liquidating assets by conversion as Landmark/PCL had no registered bills of sale over nor any other registrable or secured contracts such as stock liens-(Conversion)

These actions have now shown that ANZ Bank and their agents, the receivers steal good hard working assets with no consideration or empathy or right to Australian workers, court orders or due diligence

The evidence contained in my submission to this enquiry, not only with our own case is fully available, including where receivers have been tampering with cattle brands, and even taking advantage of people under receivership (emotionally distressed wife violated) and being joked and bragged about in the local town by the receivers and their colleagues.

The ANZ Bank and their agents, have I believe, committed multiple offences of the following Acts;

- (i) S1041E and S.1041F - Corporations Act (Cwth) 2001
- (ii) 420 A Corporations act (Cwth) 2001
- (iii) S. 12DM and S. 12DMA- ASIC ACT (2001)
  - iS. 154 - National Credit Code ( Primary residential Properties)
  - (v) Undue Influence and Economic stress
  - (vi) Placed customers into a state of Mental Illness
  - (vii) Led Customers to commit suicide
  - (viii) Violated grower wives
  - (ix) Self Harming
  - (x) Poor treatment and animal welfare
  - (xi) Deliberately run Customers out of money through the courts
  - (xii) stealing Intellectual Property

- (xiii) Misleading and deceptive conduct
- (xiv) Aiding and abetting
- (xv) pretense of authority
- (xvi) Theft.

**Relief**

In Summary:

We are requesting that

- a) the Government review the Torrens system, to return farmers back their properties to their rightful ownership, that have been stolen off them i.e. rewinding back to past and present victims.
- b) A full overview and strict regulations over receivers, preferably the abolishment of receivers and their practices and
- c) bringing into account both bank/Trustee senior managers and managers being called to previous committees to whereby giving false and misleading statements whilst under oath to be held fully accountable and dealt with.
- d) The ANZ management and bankers to be accountable for their decision and actions and to be jailed for their crimes.
- e) Looking at world news we need to take a page out of actions followed through to halt such predatory behaviors and financial terrorism by our banks in Australia e.g. Iceland
- f) PLEASE NOTE:

**High Profile Witnesses \***

**ANZ Bank and its Managers/Agents to be called to the enquiry to give evidence have at all material times acted unlawfully re the following named individuals:**

**LMK**  
**ANZ Bank**  
**ANZ Bank. Misleading the Senate**

.....  
.....

**Registrars and Judges and politicians -.**

**Michael Mischin Shadow Attorney General AG**  
**Senator George Brandis AG**  
**Wayne Stuart Martin AC, Chief Justice**

**Hon Kenneth Martin**  
**Hon Rene Lucien Le Miere**

.....

.....

**Lawyers for ANZ/PCL –**

.....

.....

**Real Estate Agents-**

“THE LEGAL CONCEPT HAS BEEN REMOVED FROM THE CONSTITUTION”

**ANZ Bank and their employees via their actions are answerable to the A.S.I.C Act and the Courts in WA have by their actions have attained dirty hands.**

By  
Rod and Ioanna Culleton  
Williams, Western Australia