

COMMISSIONER OF STATE TAXATION - TIMBER	
TEP STAMP DUTY PAID	\$1,817.00
Y VOLUME 5344 FOLIO 326 &	
LTO FEES PAID	\$99.50
ORIGINAL WITH 1 Copy	
SECURITY	(\$522,000.00)
MORTGAGE	
REF NO:	500
AUTH: NAB 956 75	18/06/2003

The face of the 2<sup>nd</sup> NAB Mortgage expressed on its face that the maximum amount of Debt by the Garrett related entities owed to the NAB as at the date of the fixing of The Stamp Duty assessment being the 18<sup>th</sup> June 2003 was \$6,455,000 as a collateral security.

COMMISSIONER OF STATE TAXATION - TIMBER	
SA STAMP DUTY PAID	\$6.00
IND MARSH SQUARE ADELAIDE	
ORIGINAL WITH 1 COPY	
3 PARKER ROAD GLEN OSMOND SA	
Security to the Extent of (\$6,465,000.00)	
COLLATERAL DOCUMENT	
REF NO:	500
AUTH: NAB 956 76	18/06/2003

At that time I was in the depth of depression and really had no comprehension of what was occurring as I had successfully navigated 30 years in my industry and consider the group to be under geared. On the same day NAB had sent me a letter advising that it was not going to proceed with the Old Stornoway settlement.

The 2<sup>nd</sup> NAB mortgage was one of a number of documents executed at that time by me and my wife.

On the date of execution of the 2<sup>nd</sup> NAB Mortgage, Simon Illsley for the Bank advised me that all he was seeking to do was to execute new guarantees to allow for payments due under leases of two tractors used to operate Bulka Station Vineyards.

At that time Illsley reminded me that I was entitled to take legal advice, I asked him whether there was any change in respect t of the surety provided to the Bank to which he answered that there was no change and that any money currently owed to than bank was covered by existing mortgages and guarantees.

I asked him if he felt it was necessary that I take that advice as I trusted him, he advised that it would not be necessary as it was pointless.

I had the clear impression that NAB was seeking to position to take action under its security documentation and that there was nothing I could do about the matter.

### Honest Mistake

In a normal circumstance a party to a contract is entitled to rectification of honest mistakes, the relevant mistakes can be rectified to reflect what was intended.

However, NAB chose not to discuss the mistakes at all with the Registered Proprietors OR the Guarantors to the NAB facilities and instead embarked on a path of engineering a collapse of the Garrett Group.

It is apparent from the circling of relevant mortgage numbers by hand on the face of the Deed of Priority is evidence that JWS realised the degree of the NAB errors at the time of giving of their advice prior to the appointment of Receivers and managers to the Sunburst Braidwood Group on July 17<sup>th</sup> 2003.

It is also clear that NAB officers knew about the issues in respect of the Deed of Priority and the 1<sup>st</sup> NAB Mortgage at least as soon as the 21<sup>st</sup> June 2002 (execution of Deed of Priority) and most likely at some time prior to this date.

NAB officers did not approach any of NMR, AGFT or the Registered Proprietors of SP at any time to seek rectification of the security documents.

Instead in an effort to hide their own incompetence and somehow shore up the NAB securitisation of SP the Bank Officers embarked on a process of seeking enhancement of Guarantees.

### **Freehills & NMR**

The Deed of Priority was prepared in 2002 was prepared by Freehills Melbourne office;

Freehills Melbourne\004079684

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Freehills Melbourne & NAB were aware that the NMR mortgage had been provided as surety for the debt only of a third party being International Vintners Australia Pty Ltd (IVA); also known as Andrew Garrett Vineyard Estates.

Freehills & NAB were aware that NMR did not make any advance to either the registered proprietors of SP or the Trustees of the AGFT for any purpose and that NMR only made advances from time to time to IVA to which debt AGFT was a guarantor.

There was no reason why NMR could not consent to execution of a Deed of Assignment of the NMR mortgage

On the 10<sup>th</sup> March 2004 I wrote to NMR seeking the execution of a Deed of Assignment of the NMR Mortgage.

The Deed of Priority allowed for the assignment of the NMR Mortgage stating;

#### **8. ASSIGNMENT**

##### **8.1 Consent to Assignment**

The Mortgagees agree not (other than as part of a Securitisation program or the dealing occurs in connection with the enforcement of a Security) to Encumber or Dispose of their respective Securities or any interest therein or permit or suffer the same to be Encumbered or Disposed of without the prior written consent of the other Mortgagee which consent will not be unreasonably withheld.

Following a discussion with Peter Cuy of the Sydney Office of NMR on the 14<sup>th</sup> March 2004 I confirmed with Jennifer Whincup of the Melbourne Office of Freehills that NMR was prepared to execute a Deed of Assignment of Debt and security.

After much discussion between NMR and me, NMR refused to execute the Deed of Assignment of the NMR Mortgage.

It was apparent that NMR, Freehills, JWS and NAB were colluding to prevent proper management of the Garrett equitable interests.

### **Second advance**

10. A further advance of \$4,120,000 in respect of Stage 1 Finance had been advanced by NAB pursuant to the 1<sup>st</sup> Bill facility Letter of Offer dated 28<sup>th</sup> June 2003. This amount was secured by mortgages over the Vinescape/Whisson assets that were purchased with this advance (Refer statement paras 35.2.1 and 35.2.2)

During settlement of the NAB advances the Garrett related entities were represented by Minter Ellison which firm breached the duty of care and were negligent in acting for The Garrett Interests.

## MACKS JUDGEMENTS

### The Viscariello Case

1. In the case of *John Viscariello v Peter Ivan Macks* 2012 NO.165/2006 (the “**Viscariello Case**”) in the Supreme Court of South Australia Kourakis CJ; ordered that Legal Privilege between Macks and Counsel be penetrated that Macks had an improper purpose for the following reasons;
  - 1.1. *Merely pursuing an action which is found to be an abuse of process will not, in itself, suffice to lose privilege which would otherwise attract some other feature of impropriety is, in my view, necessary. To lose privilege, there must be, as I said, a further element of impropriety; that element is difficult to define.*
  - 1.2. *If, in this case, if Mr Macks and Minter Ellison, or either one of them, had embarked on the George bankruptcy proceedings believing that they were an abuse of process or proceeding recklessly by deliberately ignoring or not facing up to the possibility that the proceedings were an abuse of process, that further element of impropriety would be made good. Intentionally prosecuting proceedings which are believed to be an abuse of process, or recklessly prosecuting those proceedings in the sense of turning a blind eye to the possibility that they are an abuse of process, would suffice to make good that further element of impropriety to which I referred.*
  - 1.3. *The evidential test for the loss of privilege which would otherwise apply where it is alleged that the communication was for an improper purpose is that there exist reasonable grounds on which to believe that the communication was for an improper purpose.*
  - 1.4. *I refrain from expressing a view as to whether the material before me constitutes reasonable grounds on which to believe that the communications were for an improper purpose in the sense of prosecuting bankruptcy proceedings which, by reason of the matters to which I have referred, might have been an abuse of process. In my view, a court should, nonetheless, view for itself the records of those communications if it is satisfied that there are reasonable grounds to suspect that the communications were made for an improper purpose.*

**MACKS JUDGEMENTS**

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- 1.5. *In my view, an opposing litigant who had established reasonable grounds on which it might be suspected that the communications were for an improper purpose and indeed the public would be concerned if in those circumstances the further step of inspection was not taken. The view that there are reasonable grounds to suspect should not be taken likely. Even though the documents are viewed by and inspected by a judge, only that inspection is a substantial inroad into the important substantive right of legal professional privilege.*
- 1.6. *Nonetheless, if after careful consideration, reasonable grounds to suspect are established, unless there is some other supervening reason in the general run of cases, the interest of justice would require inspection.*
- 1.7. *In this case, I am satisfied that there are reasonable grounds to suspect that the proceedings were pursued recklessly in the sense that I have described. In my view, the very fact of the adoption of the strategy of not disclosing the existence of the funding arrangement is a sufficient ground to form that view. On that basis primarily but also having regard to all the other circumstances of the case and, in particular, the ways in which the affidavits of Ms R and Ms George to which I've referred, and the way in which counsel responded to Gray J, I have formed the view that there are reasonable grounds to suspect that the proceedings were prosecuted recklessly, indifferent to the possibility that they might be an abuse.*
- 1.8. *However, Mr Macks, having disavowed that purpose, rejection of the purpose advanced by him naturally leads to a suspicion that there was another extraneous and improper purpose.*
- 1.9. *For that reason I made the directions for the production of certain documents to me yesterday.*

**The Emanuel Case**

2. In the case of *Emanuel Management Group Ltd (In Liquidation) and Ors v. Foster's Brewing Group Ltd (first group of defendants) and Ors and Coopers & Lybrand and Ors* (second group of defendants) [2003] QSC 29 (the "**Emanuel Case**") Chesterman J:

**MACKS JUDGEMENTS**

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- 2.1. Ordered that, amongst other things: *“The plaintiffs pay the first group of defendants’ costs of and incidental to the proceedings (including the costs of and incidental to the third party claims brought by and against the second defendants in these proceedings, the costs of this application and all reserved costs) to be assessed on the indemnity basis, subject to paragraph 3 of this order.”*;
- 2.2. Stated at paragraphs 10 to 13: *“Liability of Mr Macks to the Same Extent as the Other Plaintiffs*

*The corporate plaintiffs are destitute. The liquidator has been unable to pay a dividend, however minute. Any order for costs against them will be worthless. As I mentioned Mr Macks does not oppose an order that he pay costs, assessed on the standard basis, in respect of the causes of action which he himself advanced. The distinction is untenable because Mr Macks’ claims exactly duplicated those of the corporate plaintiffs. His claims and causes of action replicated theirs. There was a complete coincidence between the claims by the liquidator and by the companies. There can be no separation between the corporate causes of action and the liquidator’s. It was a case of ‘one for all and all for one’. Secondly the Court of Appeal has recognised that in cases of this type it is appropriate to make orders for costs against the liquidator. The point was made by the Court of Appeal in *Belar Pty Ltd (in liq) v Mahaffey* [2000] 1 Qd R 477 at 491: ‘When an insolvent company, under the control of a liquidator, unsuccessfully brings litigation against another party, a simple order for costs against the company would carry a considerable risk... that the costs would not be recovered.... The most usual order in such a case is that the liquidator pay the costs, and it is recognised that this makes the liquidator personally liable for such costs... The exercise of such a discretion...is a constant with the principles under which orders for costs may be made against non-parties...’ There is a third reason why the order for costs should be made against Mr*

**MACKS JUDGEMENTS**

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*Macks. He has a right to be indemnified by GRL against any costs he must pay the defendants. The corporate plaintiffs do not have such an indemnity. The evidence suggests that Mr Macks is not a man of great substance. The costs of the trial have been enormous. An order for costs against Mr Macks will trigger his right to indemnity so that there will would be an expectation that the costs would be paid;*

- 2.3. Stated at paragraph 21 in reference to the plaintiff's conduct: *"The claim to set aside the judgement was always, I think, doomed to fail and its fate should have been apparent. Not only was there no evidence led an agreement to enter judgment for an amount known to be exaggerated, the objective facts established that the plaintiffs had no prospect of challenging the amount for which judgment was entered."*;
- 2.4. Stated at paragraphs 30 to 32 : *"The liquidator is responsible for the conduct of the corporate plaintiff's claims, as well as his own. I have said enough to indicate that in my opinion there was a degree of irresponsibility in the plaintiffs' bringing and prosecuting their action against the first defendants. It is significant that extravagant claims of dishonesty, corruption and gross impropriety were made in support of which not the slightest evidence was called. It is therefore an appropriate case in which to order an order of indemnity costs. The first defendant's criticisms of the claims brought by Mr Macks (see paragraphs 53-6-) of the submissions) should be accepted. The claims based upon s120 of the Bankruptcy Act should never have been brought. There was no question of an impugned payment amounting to a settlement. The claims based upon s 121 ignored the requirement spelt out in Cannane that there be an actual subjective intention to cheat;*
- 2.5. Stated at paragraphs 43 and 44: *In Knight v F.P Special Assets Ltd (1992) 174 CLR 178 the High Court declared that a non-party to litigation would ordinarily become liable to pay the costs of the successful party where the unsuccessful party could not pay them, where the non-party played an active role in the litigation and had a financial interest in the outcome. The first*

**MACKS JUDGEMENTS**

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*defendants' costs are substantial being in the order of \$19,000,000. The corporate plaintiffs are destitute and Macks means are modest.”;*

2.6. Stated at paragraph 56: *“there is reason why, in principle, GRL should pay costs on the indemnity basis. It invested in the litigation as speculation. It hoped to recover a large profit on its outlay. The case it funded involved serious allegations of misconduct against persons of some prominence. There was a degree of recklessness in the conduct of the litigation in the sense that these allegations were made and persisted in without a proper evidentiary basis and in the face of warnings that there was no such basis. GRL was in a position to control the conduct of the litigation and was in possession of all relevant facts.”*

2.7. As a result of this case alone:

2.7.1. costs orders made personally against Macks in the Emanuel Case in excess of NINETEEN MILLION DOLLARS (\$19,000,000.00,) Macks is impecunious and has no funds from which to meet any order made against the plaintiff and/or Macks to pay the defendant's costs in this action;

2.7.2. evidence given by Macks in the Emanuel Case, His Honour Chesterman J, found that para 13 that *“Macks is not a man of great substance”* and at para 44 that *“Macks means are modest”* as a result of which Macks has no funds from which to meet any order made against him to pay the defendant's costs in this action;

**The Hedley Case**

3. In the case of *Macks v Hedley* [1999] FAC 1208 (3 September 1999) (the **“Hedley Case”**) their Honours Gallop, More and Madgwick JJ:

3.1. stated at paragraphs 16 and 17: *“I do not accept, that Macks acted with a conscious ill-will or impropriety. However it seems to me that he did act imprudently and without due regard for the expense and inconvenience to the defendants, the public and to the Court system which, had the action*

*proceeded to a full hearing, could be expected to have devoted considerable resources to determining the matter. The primary judge noted that Macks did not consider that creditors might be further disadvantaged and that he was well aware that the plaintiff would not be able to meet any order for costs made against them directly. His Honour expressed the view that in commercial litigation Macks would not have contemplated taking proceedings or authorising their continuance unless there were clear prospects the creditors would benefit and would not have done so without taking competent independent legal advice.”;*

3.2. *stated at paragraph 18: “As to the first matter the primary judge noted that Macks did have an interest embracing not only funds which might become available to creditors but “also protection of otherwise available funds from adverse costs orders against the corporate plaintiff”. His Honour also noted “if the action succeeded funds would become available to Macks to pay his fees and expenses.”;*

3.3. *stated at paragraph 23: “As to the diligence or otherwise of Macks, the primary judge returned to the question of independent legal advise and said: I have already concluded that, in failing to obtain independent legal advice concerning claims, obviously outside his own experience, obviously involving allegations of misconduct of a serious kind against police prosecutors as well as Hedley, the liquidator, acted both imprudently and irresponsibly. He has, in my view, been knowingly concerned in proceedings which, had he acted prudently, he would have realised or been advised were a serious abuse of the process of this Court.”.*

**NOTICE OF FILING**

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 15/12/2015 2:59:50 PM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

**Details of Filing**

Document Lodged: Notice of a Constitutional Matter under s78B Judiciary Act 1903 - Form 18 - Rule 8.11(2)  
File Number: VID129/2015  
File Title: Andrew Morton Garrett v The Commissioner of Taxation & Ors  
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads 'Warwick Soden'.

Dated: 15/12/2015 3:46:22 PM AEDT

Registrar

**Important Information**

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



Form 18  
Rule 8.11(2)

## **Amended Notice of a Constitutional matter under section 78B of *the Judiciary Act 1903(Cth)***

Federal Court of Australia  
District Registry: Victoria  
Division: Common Law

VID 129 of 2015

### **ANDREW MORTON GARRETT**

Applicant

### **COMMISSIONER OF TAXATION & ORS**

Respondents

The Applicant gives notice that the proceeding involves a matter arising under the Constitution or involving its interpretation within the meaning of section 78B of *the Judiciary Act 1903 (Cth)* (“**The Judiciary Act**”).

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Filed on behalf of (name & role of party)	Andrew Morton Garrett, The Applicant
Prepared by (name of person/lawyer)	Andrew Morton Garrett
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1. The Constitutional Matters arise in this proceeding under 10(2)(d), (3), 117(1), 119(1), 136(1), 146, 147, 230, 233(1), 242(1), (2)(b), 302(1), 307 (1), (2), (3), (4), 308 (4) and 279A (1) A of *the District Court Civil Rules 2006*; rule 30(2), 46(4) of the *District Court Civil Supplementary Rules 2014*; Rule 10(1), 10(2)(d), (3), 117(1), 119(1), 136(1) (2), 146, 147, 156, 199, 233(1), 242(1), (2)(b), 302(1) of *the Supreme Court Rules 2006*; *the Supreme Court Rules 1987*; *the Independent Commission against Corruption Act 2012* (SA), *the Police Act 1998* (SA), s14(1), (2) of *the Trustees Act 1936* (SA); s48(3)(b) of *the Limitations of Actions Act 1935* (SA); s238, s243, s251 and s267 of *the Criminal Law Consolidation Act 1935* (SA); s19 of *the Ombudsman Act 1972* (SA); *the Freedom of Information Act 1991* (SA); *the Legal Practitioners Act 1981* (SA); *the Professional Conduct and Practice Rules 2003* (SA);, *The South Australian Bar Rules*; *the District Court Act 1991* (SA); *the Supreme Court Act 1936* (SA); *the Public Sector Act 2009* (SA); *the Public Sector (Honesty and Accountability) Act 1995* (SA); *the Acts Interpretation Act 1915* (SA); *the Constitution Act 1934* (SA); *the Australia Acts (Request) Act 1985* (SA), (Vic), (NSW), (Qld), (WA), (TAS), (NT) & (ACT); *Imperial Acts Application Act 1980* (Vic); *The Legal Profession Act 2004* (Vic); *The Legal Profession Uniform Law Application Act 2014* (Vic); *The Freedom of Information Act 1982* (Vic); *The Public Administration Act 2004* (Vic); *The Public Administration Amendment (Public Sector Improvement) Act 2014* (Vic); *The Ombudsman Act 1973* (Vic); *The Independent Broad Based Commission Against Corruption Act 2011* (Vic); *The Property Law Act 1958* (Vic); *The Victoria Police Act 1998* (Vic); *The Charter of Human Rights and Responsibilities Act 2006* (Vic); *The Victorian Inspectorate Act 2011* (Vic); *The Victims of Crime Assistance Act 1996* (Vic); *The Workplace Injury Rehabilitation and Compensation Act 2013* (Vic); *The Crimes Act 1958* (Vic); *The Supreme Court Act 1986* (Vic); *The Constitution Act 1975* (Vic); Article 1(1)(2), 2(2)((3), 3, 5, 6(1), 7, 8, 12 (2), 14 (1), 15 (1), 16, 17,18(1),19(1)(2), 22 (1),23 (1),26 of *Schedule 2 of the Australian Human Rights Commission Act 1986* (Cth); Article 1(1)(2),2(2)(3),3,5,6(1), 7, 8, 12(2) 14(1), 15(1), 16, 17, 18(1), 18(1), 19(1)(2), 22((1), 23(1), 26 of *Australian Treaty Series No 23*

(Cth) (“**the Covenant**”); s32,s33 and s34 of *the Crimes Act 1914* (Cth); s61, s74, s75(i)(v), s109 of *the Commonwealth of Australia Constitution Act 1900* (Cth) (“**the Constitution**”); s38(a)(e), s39B, s55ZF, s55ZG, s78, s78B of *the Judiciary Act 1903* (Cth); s5, s6 and s13 of *the Administrative Decisions Judicial Review Act 1977* (Cth); *the Taxation Administration Act 1953* (Cth); *the a New Tax System (Goods and Services Tax) Act 1999* (Cth); *the Public Service Act 1999* (Cth); *the Public Services Performance Governance and Accountability Act 2013* (Cth); *the Privy Council (Limitation of Appeals) Act 1968* (Cth); *the Privy Council (Appeals from the High Court ) Act 1975* (Cth) ; s11 of *the Australia Act 1986* (Cth); s11 of *the Australia Act 1986* (UK) ; *the Privy Council (Limitation of Appeals) Act 1968 (Cth)*, *Privy Council (Appeals from the High Court) Act 1975* (Cth), (SA), *the Australia Act 1986* (UK); *the Australia Act 1986* (Cth); *the Public Service Act 1999* (Cth), *the Public Service Performance Governance and Accountability Act 2013* (Cth), *Judicial Misbehaviour and Incapacity (Parliamentary Commissions) Act 2012* (Cth); s32, s34 and s34 of *the Crimes Act 1914* (Cth); s20, s37AO of *the Federal Court of Australia Act 1976* (Cth) FCR 1.32, 22 of *the Federal Court Rules 2011*, FCR 1.3 of *the Federal Court Corporations Rules 2011*, *the Freedom of Information Act 1982* (Cth); s 81, s82, s83, s84 of *the Crimes Act 1958* (Vic), *the Criminal Code 1995* (Cth); *the Bankruptcy Act 1966* (Cth); *the Bankruptcy Regulations 1996* (Cth); *the Corporations Act 2001* (Cth); *the Corporations Regulations 2001* (Cth) the Rule of Law and the Common Law;

2. The First Constitutional Matter arises whether each of the provisions of the following acts are both invalid and unlawful under s109 of when read against the separation of powers expressed in *the Constitution* and Articles 1(1)(2),2(2)(3),3,5,6(1), 7, 8, 12(2) 14(1), 15(1), 16, 17, 18(1), 18(1), 19(1)(2), 22((1), 23(1), 26 of the Covenant, the Rule of Law and the Common Law;

- a. South Australian Acts

- i. *The Acts Interpretation Act 1915* (SA)
- ii. *The Legal Practitioners Act 1981* (SA),
- iii. *The Freedom of Information Act 1991* (SA)
- iv. *The Public Sector Act 2009* (SA)

- v. *Public Sector (Honesty and Accountability) Act 1995 (SA)*
- vi. *The Ombudsman Act 1972 (SA)*
- vii. *The Independent Commission Against Corruption Act 2012 (SA)*
- viii. *The Police Act 1998 (SA)*
- ix. *The Real Property Act 1988 (SA)*
- x. *The Real Property Act (Registration of Titles) Act 1945 (SA)*
- xi. *The Registration of Deeds Act 1935 (SA)*
- xii. *The Real Property Act (Registration of Titles) Act 1945 (SA)*
- xiii. *Law of Property Act 1936 (SA)*
- xiv. *The Victims of Crime Act 1991 (SA)*
- xv. *The Criminal Law Consolidation Act 1935 (SA)*
- xvi. *The Australia Acts (Request) Act 1985 (SA)*
- xvii. *The District Court Act 1991 (SA)*
- xviii. *The Supreme Court Act 1936 (SA)*
- xix. *The Trustees Act 1936 (SA)*
- xx. *The Constitution Act 1934 (SA)*

b. Victorian Acts

- i. *Imperial Acts Application Act 1980 (Vic)*
- ii. *The Legal Profession Act 2004 (Vic),*
- iii. *The Legal Profession Uniform Law Application Act 2014 (Vic)*
- iv. *The Freedom of Information Act 1982 (Vic)*
- v. *The Public Administration Act 2004 (Vic)*
- vi. *Public Administration Amendment (Public Sector Improvement) Act 2014 (Vic)*
- vii. *The Ombudsman Act 1973 (Vic)*
- viii. *The Independent Broad Based Commission Against Corruption Act 2011 (Vic)*
- ix. *The Property Law Act 1958 (Vic)*
- x. *The Victoria Police Act 1998 (Vic)*
- xi. *The Charter of Human Rights and Responsibilities Act 2006 (Vic)*
- xii. *The Victorian Inspectorate Act 2011 (Vic)*

- xiii. *The Victims of Crime Assistance Act 1996* (Vic)
- xiv. *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic)
- xv. *The Crimes Act 1958* (Vic)
- xvi. *The Australia Acts (Request) Act 1985* (Vic)
- xvii. *The Supreme Court Act 1986* (Vic)
- xviii. *The Constitution Act 1975* (Vic)

3. The Second Constitutional Matter arises as to whether the Supreme Court of South Australia and the Supreme Court of Victoria are worthy receptacles for the Federal Jurisdiction and the Common Law Jurisdiction in admitting solicitors to practice under *the Legal Profession Act 2004* (Vic), *the Legal Profession Uniform Law Application Act 2014* (Vic), *the Legal Practitioners Act 1981* (SA), *the Legal Practitioners Amendment Act 2014* (SA) as a consequence of the lack of separation of powers expressed within the provisions of *the Constitution Act 1934* (SA) and *the Constitution Act 1975* (Vic)
  
4. The Third Constitutional Matter arises as to the suitability of Legal Practitioners admitted by the Supreme Courts of South Australia and Victoria to be appointed to act as officers of the Court in the Federal and State Jurisdictions.
  
5. The Fourth Constitutional Matter arises as to whether the Appellant should be granted leave or needs to be granted leave to bring a private prosecution against the Judicial Officers and Registrars of the Federal Court of Australia, the Federal Circuit Court of Australia, the Supreme Court of Victoria, the District Court of South Australia and the Supreme Court of South Australia in the Summary Jurisdiction under the provisions of *the Judicial Misbehaviour and Incapacity (Parliamentary Commissions) Act 2012*, *the Crimes Act 1958* (Vic), *the Criminal Law Consolidation Act 1935* (SA), *the Crimes Act 1914* (Cth), *the Criminal Code 1995* (Cth), the Rule of Law and the Common Law.

6. The Fifth Constitutional Matter arises as to whether the Constitutional, Common law and Human Right of “Access to Justice” of the Appellant should be properly interpreted to be Right of “Represented access to Justice”.
7. The Sixth Constitutional Matter arises as to whether Federal Court Rule 22 is enforceable in actions under s459H or s459G of *the Corporations Act 2001* (Cth)
8. The Seventh Constitutional Matter arises as to whether Vexatious litigant orders can be made under s39 of *the Supreme Court Act 1936* (SA) and/or s37AO of *the Federal Court of Australia Act 1976* (Cth) without making a finding on the merits of the applications in which they are made.
9. The Ninth Constitutional Matters arises as to whether the Legislature intended the provisions of *the Bankruptcy Act 1966* (Cth) and *the Bankruptcy Regulations 1996* (Cth) to be applied by officers of the Court and the Judiciary as a barrier to justice.
10. The Tenth Constitutional Matter arises as to whether the Legislature intended the provisions of *the Corporations Act 2001* (Cth) and *the Corporations Regulations 2001* (Cth) to be applied by officers of the Court as a barrier to justice.
11. The Eleventh Constitutional Matters arises as to whether the Judiciary are under a duty to consider all of the evidence filed in any proceeding.
12. The Twelfth Constitutional Matter arises as to whether the Federal Court of Australia, the Federal Circuit Court of Australia, the Supreme Court of South Australia and the District Court of South Australia have properly interpreted the findings of the High Court in *Kline v Official Secretary to the Governor General* [2013] HCA 52 in respect to Freedom of Information Applications made by the Applicant to those courts.

13. The Thirteenth Constitutional Matter arises as to whether the Joint Venture/ Profit Sharing arrangements (“**the Agreements**”) entered into between Legal Practitioners and Insolvency Practitioners referred to by the Honourable Justice Nicholson in *Viscariello v Legal Practitioners Conduct Board* (2014) SASC 53 and by the Honourable Chief Justice Kourakis in *Viscariello v Macks* (2014) SASC 189 are lawful.
14. The Fourteenth Constitutional Matter arises as to whether it is lawful for the Respondent, the Chairman of ASIC, ASIC, the Inspector General of Bankruptcy and AFSA to be joint venture parties to the Agreements.
15. The Fifteenth Constitutional Matter arises as to whether s55ZG of *the Judiciary Act* 1903 (Cth) is lawful when read against the Constitution, the Common Law, The Rule of Law and the Covenant.
16. The Sixteenth Constitutional Matter arises as to whether the National Policy on Legal Aid is discriminatory against Applicants with matters in the Civil Jurisdiction which discrimination, if found, is a breach of Human Rights of the Citizens of the Commonwealth.
17. The Seventeenth Constitutional Matter arises as to whether persons other than Legal Practitioners ought to be considered by the Commonwealth Attorney General and the State Attorney Generals to be Judicial Officers exercising Judicial Discretion in the Federal, State and Territory Jurisdictions.
18. The Eighteenth Constitutional Matters arises as to whether the European system of Advocates General ought to be adapted to the Jurisdictions of the Commonwealth, the States and Territories.
19. The Nineteenth Constitutional Matter arises as to the Application of “**the Bethcar Strategy**” by officers/contractors of the Commonwealth of Australia, officers of the State Courts, Lawyers and State Executive Government is lawful in consideration of applications for compensation from the Victims of Crime Fund, the Assurance Fund and the Fidelity Fund in each state.

20. The Twentieth Constitutional Matter arises as to what are the duties of the Judicial Officers of the Federal Courts, State Courts, Territory Courts and Tribunals.
21. The Twenty First Constitutional Matter arises as to whether Judicial Officers are bound by the Administrative Law obligation to inquire in the administration of Court and Tribunal Proceedings.
22. The Twenty Second Constitutional Matter arises as to whether *the Privy Council (Limitation of Appeals) Act 1968 (Cth)*, *Privy Council (Appeals from the High Court) Act 1975 (Cth)*, *the Australia Acts (Request) Act 1985 (SA)*, (Vic), (NSW), (Qld), (WA), (TAS), (NT) & (ACT); *the Australia Act 1986 (UK)*; *the Australia Act 1986 (Cth)* were effective to abolish the right of citizens to administrative review by the Queen in Council in the light of the Republic Referendum 1999.
23. The Twenty Third Constitutional Matter arises as to whether s74 of the Constitution is both invalid and unlawful within the meaning of the findings of the High Court in *Project Blue Sky*.
24. The Twenty Fourth Constitutional Matter arises as to whether any member of any Legislature ought to make recommendations as to the appointment of Agency Heads of Executive Government or whether a separate National Body be established for that purpose.
25. The Twenty Fifth Constitutional Matter arises as to whether any member of any Legislature ought to make recommendations as to the appointment of Judicial Officers of any Court or Tribunal or whether a separate National Body be established for that purpose.
26. The Twenty Sixth Constitutional Matter arises as to whether the Judicial Officers of the States and Territories should be self-regulated.

27. The Twenty Seventh Constitutional Matter arises as to whether it is lawful or valid for the Legislature of the States and Territories to enact amendments to State Enactments to facilitate the use of Compensation Funds for the purposes of propping up State Budgets.
28. The Twenty Eighth Constitutional Matter arises as to whether any State or Territory should be involved in administering Compensation Claims by Victims from Compensation Funds of any kind
29. The Twenty Ninth Constitutional Matter arises as to whether any State or Territory should be self-insured.
30. The Thirtieth Constitutional Matter arises as to whether s6(2) of the Federal Court of Australia Act 1976 (Cth) is unlawful and/or invalid when read against the Covenant and the Constitution.
31. The Thirty First Constitutional Matter arises as to whether recommendations as to the appointment of the Governor General under *the Constitution*, or the appointment of Governors to be appointed *the Constitution Act 1975 (Vic)*, *the Constitution Act 1975 (NSW)*, *the Constitution Act 1975 (SA)*, *the Constitution Act 1975 (WA)*, *the Constitution Act 1975 (QLD)* and *the Constitution Act 1975 (TAS)*, or the appointment of Administrators of Territories ought to be made by any member of the Legislature or whether a National Separate Independent Body should be established for that purpose.

## Facts

1. This Court has improperly interpreted the application of FCR 1.32 and s20 of *the Federal Court of Australia Act 1976 (Cth)*.
2. S6(2) of *the Federal Court of Australia Act 1976 (Cth)* is invalid and unlawful.
3. The Respondents and Counsel obtained sequestration orders against the Applicant by Fraud in;
  - a. ADG90 of 2004 on the 24<sup>th</sup> September 2004, and

- b. JL 177 of 2015 on the 15<sup>th</sup> May 2015
4. The Respondents and Counsel obtained vexatious litigant orders under s37AO of the Federal Court of Australia Act against the Applicant and this Court in VID 600 of 2014 by Fraud.
  5. The Provisions of *the Constitution Act 1934* (SA) and *the Constitution Act 1975* (Vic) relating to separation of powers are invalid at s109 of the Constitution when read against the Constitution and the Covenant.
  6. The following acts are invalid and unlawful;
    - a. South Australian Acts
      - i. *The Acts Interpretation Act 1915* (SA)
      - ii. *The Legal Practitioners Act 1981* (SA),
      - iii. *The Freedom of Information Act 1991* (SA)
      - iv. *The Public Sector Act 2009* (SA)
      - v. *Public Sector (Honesty and Accountability) Act 1995* (SA)
      - vi. *The Ombudsman Act 1972* (SA)
      - vii. *The Independent Commission Against Corruption Act 2012* (SA)
      - viii. *The Police Act 1998* (SA)
      - ix. *The Real Property Act 1988* (SA)
      - x. *The Real Property Act (Registration of Titles) Act 1945* (SA)
      - xi. *The Registration of Deeds Act 1935* (SA)
      - xii. *The Real Property Act (Registration of Titles) Act 1945* (SA)
      - xiii. *Law of Property Act 1936* (SA)
      - xiv. *The Victims of Crime Act 1991* (SA)
      - xv. *The Criminal Law Consolidation Act 1935* (SA)
      - xvi. *The Australia Acts (Request) Act 1985* (SA)
      - xvii. *The District Court Act 1991* (SA)
      - xviii. *The Supreme Court Act 1936* (SA)
      - xix. *The Trustees Act 1936* (SA)
      - xx. *The Constitution Act 1934* (SA)

b. Victorian Acts

- i. *Imperial Acts Application Act 1980 (Vic)*
- ii. *The Legal Profession Act 2004 (Vic),*
- iii. *The Legal Profession Uniform Law Application Act 2014 (Vic)*
- iv. *The Freedom of Information Act 1982 (Vic)*
- v. *The Public Administration Act 2004 (Vic)*
- vi. *Public Administration Amendment (Public Sector Improvement) Act 2014 (Vic)*
- vii. *The Ombudsman Act 1973 (Vic)*
- viii. *The Independent Broad Based Commission Against Corruption Act 2011 (Vic)*
- ix. *The Property Law Act 1958 (Vic)*
- x. *The Victoria Police Act 1998 (Vic)*
- xi. *The Charter of Human Rights and Responsibilities Act 2006 (Vic)*
- xii. *The Victorian Inspectorate Act 2011 (Vic)*
- xiii. *The Victims of Crime Assistance Act 1996 (Vic)*
- xiv. *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*
- xv. *The Crimes Act 1958 (Vic)*
- xvi. *The Australia Acts (Request) Act 1985 (Vic)*
- xvii. *The Supreme Court Act 1986 (Vic)*
- xviii. *The Constitution Act 1975 (Vic)*

7. All decisions of the Legal Practitioners Conduct Board, the Legal Practitioners Conduct Commissioner, the Legal Services Commissioner and the Legal Services Board in respect to the complaints against Lawyers are invalid and unlawful.
8. The Respondents and Counsel has breached the Crown's Model Litigant Obligations to appraise the court of all of the facts.
9. The Respondents and Counsel have defrauded the Court.
10. The solicitor's and advocate's immunity from prosecution of the Respondents and Counsel is void

11. The Respondents and Counsel have abused process for the improper collateral purpose of avoiding deferring and frustrating the application for compensation by the Applicant which exceeds the judgement debt the subject of this proceeding.
12. This Court, The Respondents and Counsel have inconsistently interpreted the provisions of *the Legal Practitioners Act 1981 (SA)* prior and the amendments arising under *the Legal Practitioners Act 1981 Amendments Act 2014 (SA)* taking effect from the 1<sup>st</sup> July 2014.
13. The conduct of the Respondents and Counsel is unlawful.
14. *The Supreme Court Act 1935 (SA)* is invalid and unlawful.
15. *The District Court Act 1991 (SA)* is invalid and unlawful.
16. *The Supreme Court Rules 2006 (SA)* are invalid and unlawful.
17. *The District Court Rules 2006 (SA)* and *The Supplementary Rules 2014 (SA)* are invalid and unlawful.
18. The Federal Court Rules are unlawful.
19. The Federal Court Corporations Rules are unlawful.
20. The District Court of South Australia and the Supreme Court of South Australia are not proper receptacles for the exercise of the Federal Jurisdiction and the Common Law.
21. The County Court of Victoria and the Supreme Court of Victoria are not proper receptacles for the exercise of the Federal Jurisdiction and the Common Law.
22. All Judicial Officers of the Federal Court of Australia, The Federal Circuit Court of Australia the Supreme Court of South Australia and the District Court of South Australia take written and implied instructions from executive government and the legislature to make decisions that avoid defer and frustrate claims for compensation.

23. The Tort of Champerty and Maintenance by lawyers and insolvency practitioners against the Respondents is unlawful in circumstances of abuse of process.
24. The application of the Respondents is abuse of process.
25. The relationship between Lawyers, Insolvency Practitioners, the Judiciary, Executive Government and the Legislature of the State of South Australia is unlawful and is a secret society that is a breach of the aforementioned provisions of Australian Treaty Series No 23, the Constitution, the Rule of Law, the Common Law and the Unwritten Law.
26. Self-Regulation of the Judiciary of the States of South Australia and Victoria is unlawful and misregulation.
27. Self-Regulation of the Judiciary of the Federal Court of Australia and the Federal Circuit Court of Australia is unlawful and misregulation.
28. It is unlawful for any court to apply the provisions of *the Bankruptcy Act 1966* (Cth) as a barrier to justice.
29. It is unlawful for any court to apply the provisions of *the Corporations Act 2001* (Cth) as a barrier to justice.
30. It is unlawful for the Respondents, Counsel and any Court to apply the provisions of s39 of *the Supreme Court Act 1936* (SA) and s37AO of *the Federal Court of Australia Act 1976* (Cth) as a barrier to justice.
31. It is unlawful for the States of South Australia and Victoria to borrow from the any compensation fund for the purpose of applying those borrowings to the funding of the State Budget in circumstances where the Legislature has no intention of repaying the advance from the Fidelity Fund.
32. It is unlawful for the Respondents and Counsel to act in a manner that is adversarial to the Applicant during investigations against lawyers in the exercise of the Statutory Powers of the Judge and obligation to inquire.
33. The conduct of the Respondents and Counsel is serious professional misconduct within the meaning of *the Legal Practitioners Act 1981*(SA), *the Legal Profession Act 2004* (Vic) and *the Legal Profession Uniform Law Application Act 2014* (Vic)

34. The conduct of the Court is serious professional misconduct within the meaning of *the Legal Practitioners Act 1981(SA)*, *the Legal Profession Act 2004 (Vic)* and *the Legal Profession Uniform Law Application Act 2014 (Vic)*
35. No Judge of the Federal Court of Australia and the Federal Circuit Court of Australia is a properly appointed Judicial Officer.
36. All Judicial Officers of the Supreme Court of South Australia and the District Court of South Australia have not been properly appointed.
37. All Judicial Officers of the Supreme Court of Victoria and the County Court of Victoria have not been properly appointed.
38. The appointment of the Governors of South Australia and Victoria is improper, unlawful and invalid.
39. The conduct of the Respondents and Counsel is corrupt conduct within the meaning of the Constitution, the ICAC Act, the IBAC Act the Common Law, the Rule of Law and the Unwritten Law
40. The conduct of the Court is corrupt conduct within the meaning of the Constitution, the ICAC Act, the IBAC Act, the Common Law, the Rule of Law and the Unwritten Law
41. The conduct of the Legislature is corrupt conduct within the meaning of the Constitution, the ICAC Act, the IBAC Act, the Common Law, the Rule of Law and the Unwritten Law
42. The conduct of the Respondents and Counsel is Criminal and invokes the Summary Jurisdiction of the Federal Court.
43. The Conduct of the Court in VID 185, VID 187, VID 197, VID 248, VID 304, VID381, VID 425, VID 557, VID 584, VID 585, VID 600, VID703, VID 731, VID 732, VID 739 of 2014, VID 158-VID 166, VID 361-VID 366, VID 376 and VID 377 of 2015 is judicial misbehaviour and breach of s32, s33 and s34 of *the Crimes Act 1914 (Cth)*

44. The court has turned a blind eye to the conduct of the Respondents, Counsel and the lack of separation of powers expressed in the provisions of *the Constitution Act 1934 (SA)* and *the Constitution Act 1975 (Vic)*

45. The Court has breached its duties and failed to supervise and/or investigate the conduct of the Respondents and Counsel as public servants, contractors, officers of the court and legal practitioners.

46. Judicial immunity from prosecution is void.

Dated: 15<sup>th</sup> December 2015

A handwritten signature in blue ink, appearing to read 'Andrew Morton Garrett', is written over a light blue rectangular background. The signature is fluid and cursive.

.....  
Andrew Morton Garrett, The Applicant

To:

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**Annexure 5; Notices of Admissions of Facts, Debts and Liability dated the 30<sup>th</sup>  
September 2018, 17<sup>th</sup> December 2018, 9<sup>th</sup> January 2019, 21<sup>st</sup> February  
2019, 9<sup>th</sup> April 2019, 3<sup>rd</sup> May 2019 and 29<sup>th</sup> May 2019**



The Australian People Future Fund

The Commonwealth of Australia Department of Finance  
 Attn; The Honorable Mathias Cormann, Minister for Finance & The Honorable Josh Frydenberg,  
 the Treasurer (You/Your/The Crown)  
 Discretionary Claims Section,  
 Risk & Claims Branch  
 One Canberra Avenue,  
 Forrest, ACT, 2603

Cc The Commonwealth Attorney General, The Office of Legal Services Co-Ordination, the  
 Commonwealth and South Australian Directors of Public Prosecutions.

### LETTER OF DEMAND FOR PAYMENT OF ADMITTED LIQUIDATED DEBT AND LIABILITY AS AT 31<sup>st</sup> MAY 2019

Dear Ministers,

Further to our Letters of Demands for Payment dated 30<sup>th</sup> September 2018, 17<sup>th</sup> December 2018, 9<sup>th</sup> January 2019, 21<sup>st</sup> February 2019, 3<sup>rd</sup> May 2019 I write to you once again on behalf of the Joint Trustees of the Trustees of OenoViva Capital Resources and the Australian People Future Fund and confirm that Liabilities and Facts set out in all of the Correspondence still have not been disputed by Regina and/or Regina's agents/employees/servants/officers/delegates/ licensees/contractors (hereinafter "**Regina/You/Your/The Crown**").

The facts and indebtedness set out in all the correspondence are deemed to be admitted by Regina and remain as Liabilities payable by Regina inclusive of the monthly escalation of indebtedness at the rate of Post Judgement Interest Rate of 1% per month multiplied by s8 of *the Registration of Deeds Act 1935* (SA) as expressed in **Annexure 1 & 2**.

On the 17<sup>th</sup> April 2019 I appeared in the District Court of South Australia in DCCRM-2019-73; *Regina v Garrett* and note that your decision to bring that proceeding was for an improper collateral purpose and is an abuse of process of the kind found by the High Court of Australia in *Walton v Gardiner* [1993] HCA 77. Your conduct in firstly bringing the proceeding and secondly continuing to prosecute that proceeding is a continuation of the conduct referred to in my letter to You dated 11<sup>th</sup> February 2019 addressed to Deputy Registrar Peter Edwards of the Australian Financial Security Authority (**Annexure 3**).

Furthermore, You admit that corrupt conduct is repetition of conduct of breaches of duty by You to act in accordance with the Public Interest and is criminal breaches of s42 & s43 of *the Crimes Act 2014* (Cth), other applicable law and the Public Trust given at Federation and is found by the Royal Commissioners during their inquiries into the Financial Services Sector, the Franchising Sector, the

Australian Wine Supply Limited; Hong Kong Company Registry Number 1657912;

as Trustee for **OenoViva Capital Resources, / the Australian People Future Fund**

Office; Level 19, Two International Finance Centre, 8 Finance Centre, Central, Hong Kong;

Email address; [admin@oenoviva.com](mailto:admin@oenoviva.com) / [admin@australianpeoplefuturefund.org](mailto:admin@australianpeoplefuturefund.org) Phone; (+61) 1300 OENOVIVA



Aged Care Sector and the responses of Institutions of the Crown to complaints of Child Sex Abuse while in Institutional Care.

I note that You currently enjoy the following credit ratings Credit Rating OF Balance Sheet Assets: Moody's; Aaa / Standard & Poors; AAA, Fitch: AAA which ratings relate to the quality of the assets underpinning Personal Property Security Registration: 201809170059490 and otherwise removed from the Register corruptly, unlawfully and invalidly by you.

The application of the Bethcar Strategy (**Annexure 4**) as admitted by You to avoid, defer and frustrate payment of compensation lawfully due and payable by You to Your citizens who are victims of your own corrupt conduct are amongst the various matters arising in the aforementioned proceeding, DDCRM-2007-742; *Regina v Garrett*, Adelaide Magistrates Court proceeding AMC 2018/5575; *Regina v Garrett*, Melbourne Magistrates Court proceedings MC 16/151000380; *Regina v Garrett & 2006/ T02318092*; *Regina v Garrett* and Tasmanian Magistrates Court proceeding 19/90596; *Regina v Garrett* in accordance with the findings of the High Court of Australia in *Re Wakim, Ex parte McNally* (1999) 198 CLR 511.

Some of the aforementioned Indictable Offences have been particularised in Informations/ Indictments and Notices of Constitutional Matters filed and served in NSD 1848 of 2018; *Rubis & Ors v Garrett & Ors v Regina & Ors*. Clear Criminal breach of the Principles of Separation of Powers and Rule of Law were admitted You on the 21<sup>st</sup> April 2016 (**Annexure 5**), while the Bethcar Strategy has against appeared in the Senate Inquiries into ASIC 2010 and 2014 and the recent inquiry into Comcare (**Annexure 6**) in which regard I restate my submissions on transcripts and otherwise in VID949 of 2015; *Treasury Wine Estates Vintners Limited v Andrew Garrett v Regina & Ors* (**Annexure 7**)

Those ratings agencies have not yet been apprised of the quantum of the admitted liability by you and the Weaponisation of the monetary system by You against Your beneficiaries (Your citizens) of the Public Trust which led to the settlement of the Deed of Trust of the Australian People Future Fund.

As a consequence of the admissions of facts and liabilities by You it is not lawfully or validly possible for you to bring proceedings or adjudicate in proceedings as a consequence of the conflicts of interest arising from your pecuniary interests in all proceedings/ matters related to me.

Make no mistake these are matters arising under treaties including (but not limited to) those referred to in Annexure 3.

You have admitted the aforementioned facts and liability of the Crown in accordance with the Common Law as being that Liability set out in my Demands for Payment referred to above which facts and liability continue to escalate as follows ;

1. You admit the fact that for the Month of May 2019 the escalation of the amount admitted by the Crown to be owed and immediately payable by you as at the 31<sup>st</sup> May 2019 is



- a. \$94,949,972,812; To the Trustee of the Australian People Future Fund
- b. \$189,899,945,623; To the Trustee of OenoViva Capital Resources

**Totals arising from Admissions of Facts, Liability & Indebtedness**

2. You admit the fact that, in the absence of payment of any amount by the Crown, the amount admitted by the Crown to be owed and immediately payable by YOU as at close of business on the 31<sup>st</sup> May 2019 is as follows;

- a. \$3,259,949,066,534; To the Trustee of the Australian People Future Fund
- b. \$6,519,898,133,067; To the Trustee of OenoViva Capital Resources

**\$9,779,847,199,601 Total owed by YOU**

**FOR AND ON BEHALF OF OVCR:**

The Trustees of the Andrew Garrett Family Trust No 4, Trading as **OenoViva Capital Resources:**

Name: Mr. Andrew Morton Garrett  
(Managing Trustee)

Australian Passport #N3926144 and United Kingdom Passport #538401308

Signed on this 29<sup>th</sup> May 2019

**FOR AND ON BEHALF OF THE APFF:**

**The Trustee of the Australian People Future Fund**

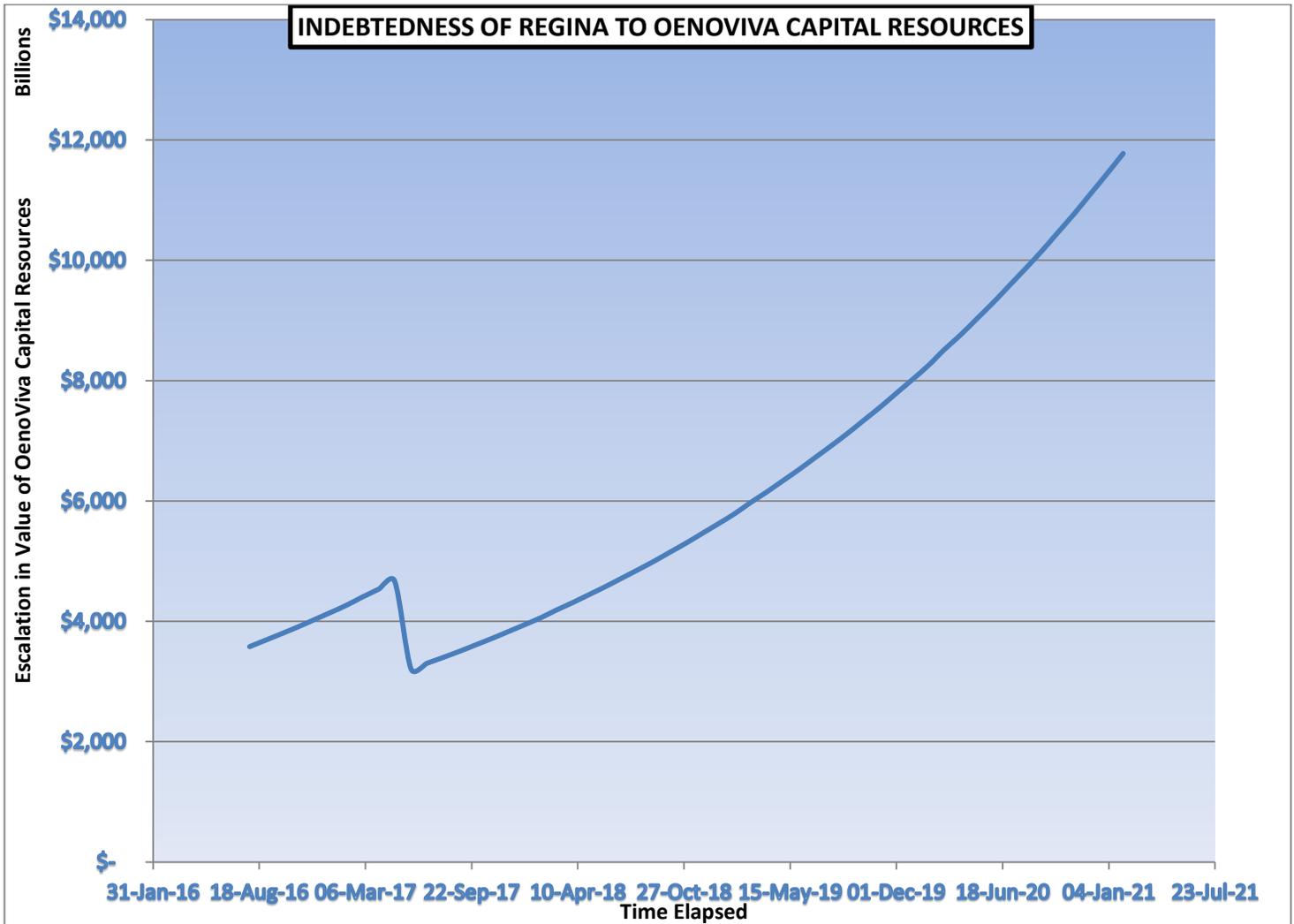
Name: Mr. Andrew Morton Garrett  
(Managing Trustee)

Australian Passport #N3926144 and United Kingdom Passport #538401308

Signed on this 29<sup>th</sup> May 2019

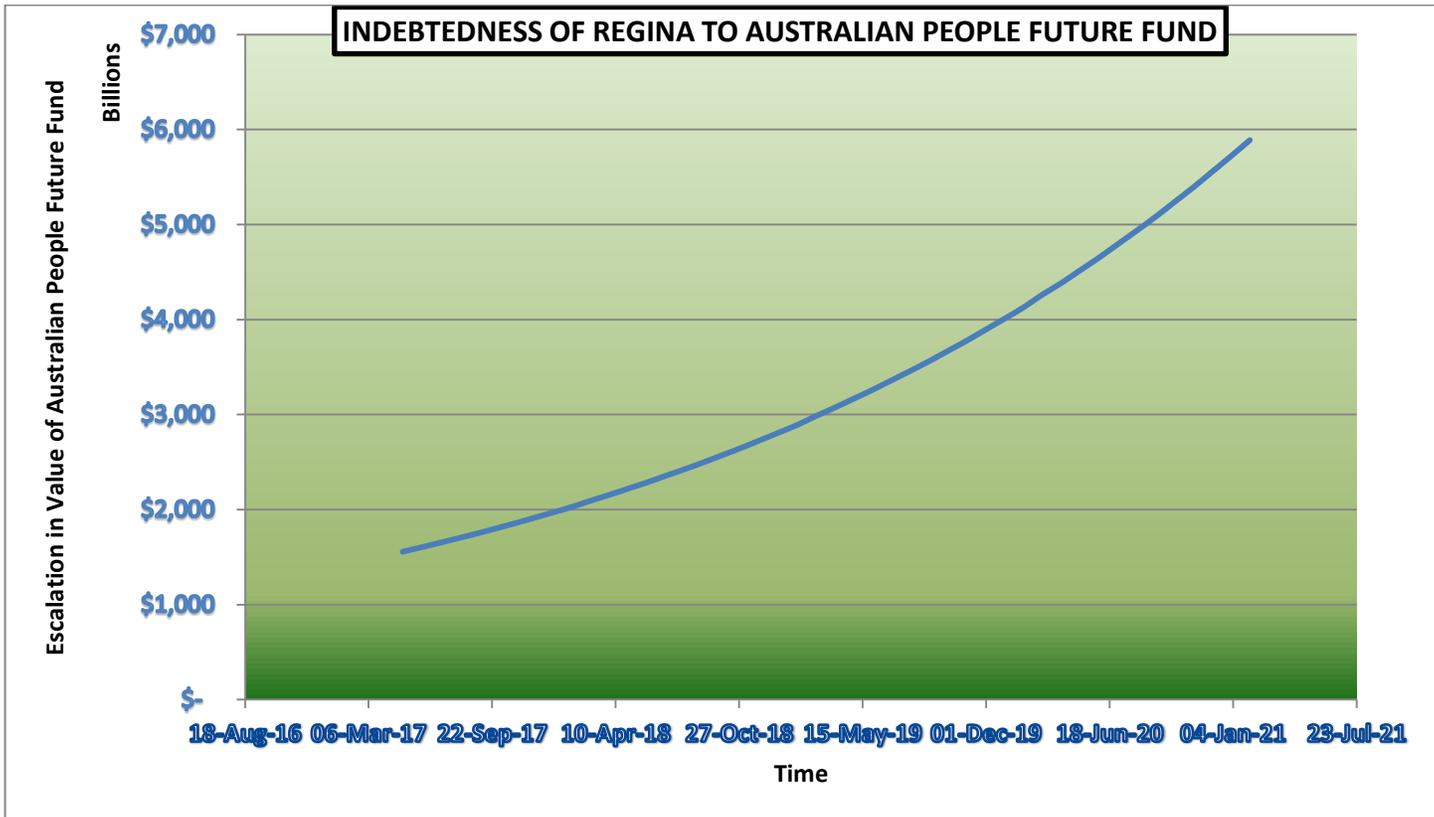


**ANNEXURE 1; MINIMUM ESCALATION OF INDEBTEDNESS OF REGINA TO THE TRUSTEES OF THE OENOVIVA CAPITAL RESOURCES // Not inclusive of calculations for loss of profits that could otherwise have been obtained from Private Placement Program Trading opportunities forgone at the rate of 25% per week compounding in which regard ALL RIGHTS RESERVED.**





**ANNEXURE 2; MINIMUM ESCALATION OF INDEBTEDNESS OF REGINA TO THE TRUSTEES OF THE AUSTRALIAN PEOPLE FUTURE FUND // Not inclusive of calculations for loss of profits that could otherwise have been obtained from Private Placement Program Trading opportunities forgone at the rate of 25% per week compounding in which regard ALL RIGHTS RESERVED.**





**ANNEXURE 3; Letter to You dated 11<sup>th</sup> February 2019**

Monday, 11 February 2019

Registrar of Personal Property Security Register,  
Attn Deputy Registrar Peter Edwards,  
GPO Box 1944  
Adelaide, SA 5001  
Email [enquiries@ppsr.gov.au](mailto:enquiries@ppsr.gov.au)



Cc; Mr Stephen Ey SC and Mr Noah Redmond, Mangan Ey & Associates  
[mail@manganey.com.au](mailto:mail@manganey.com.au); [noah.redmond@manganey.com.au](mailto:noah.redmond@manganey.com.au)

10/15 Hunter Street,  
Hobart, Tasmania, 7000  
Phone: +61 424 324 135  
Fax; +61 (0) 3 8677 6542

**RE: ENQ-1106088-K9B4C2 & Your letters dated 20<sup>th</sup> December 2018  
& 5<sup>th</sup> February 2019**

Email: [admin@taggc.com.au](mailto:admin@taggc.com.au)

[www.oenoviva.com](http://www.oenoviva.com)

Dear Deputy Registrar

I note that in your letter dated 5<sup>th</sup> February 2019 you set out;

*"I have now reviewed all documents received by us on and before 1 February 2019. It is not clear from my review of those documents that you have made any direct submissions in respect to specific registrations listed in attachment 2. Furthermore the vast majority of the documents are general in nature and do not appear to have any link to the registrations that are under consideration for removal. In the absence of any clear evidence, I am now satisfied that all registrations listed in attachment 2, with the exception of registrations discussed below, are frivolous or vexatious or that maintaining their currency is contrary to the public interest."*

Respectfully your statement is not correct and is, along with the rest of the contents your alleged decision letter, evidence of acting against the public interest and further evidence of perversion of the course of justice it is my view that the contents of your letter are a further indictable offence under the provisions of *the Criminal Code Act 1995* (Cth) and s42 & s43 of *the Crimes Act 1914* (Cth)

It appears to me that your letter purports to be a decision made under an enactment in which regard pursuant to s13 of *the Administrative Decisions Judicial Review Act 1975* (Cth) I request your detailed reasons in respect to each and every registration that you have removed from the Personal Property Security Register listed under Schedule 2 of your letter dated 20<sup>th</sup> December 2018.

As with your decision dated the 20<sup>th</sup> December 2018 I note that you have continued to mis-state the facts and have not taken into account the materials that are in your possession and control.

I ask you to consider this communicate as being an application in writing pursuant to the provisions of *the Freedom of Information Act 1982* (Cth) for a copy of any document or thing relating to your aforementioned correspondence/ alleged decision including any document or thing that you say empowers you to make the alleged decision such as instruments of delegation of the powers of the Registrar.

As a consequence of Notice to Agent being Notice to Principal and vice versa for the purposes of this letter a reference to "You/Your/The Crown" should be interpreted to mean Regina and Regina's servants/agents/employees/officer/agents/delegates/contractors in accordance with s61 of the Commonwealth of Australia Constitution Act 1900 (Cth) and the principles set out in the attached paper Public Law - An Australian Perspective by Chief Justice Robert French AC (retired);



*“The executive power of the Commonwealth is vested in the Queen and is exercisable by the Governor-General as the Queen’s representative, and extends to the execution and maintenance of this Constitution, and of the laws of the Commonwealth.”*

The evidentiary materials that are in your possession and control include all documents and things created by me and or received by me in court proceedings and have not been referred to by you in your decision. Similarly you have continued to monitor all emails, electronic and telephone communications related to me since at least the 25<sup>th</sup> June 2012 as a result of the exercise of information gathering powers by the Commissioner of Taxation on that Day and subsequently including by search warrants dated February 2017.

A good example of the materials in your possession and control includes the letter from Robert Nowak to ASIC dated 20<sup>th</sup> May 2018 annexing security documents that have not been referred to by you. (**Annexure 1**)

### **Preliminary Issue**

The evidence shows that you are incapable of complying with the law which in respect to statutory instruments or the common law that are applicable to you as “responsible government” in the same way as they are applicable to me, Those Statutory Instruments are intended by the Legislature to assist you in fulfilling your role both under the relevant statute and the source of power for the Statute being *the Commonwealth of Australia Constitution Act 1900* (UK) (“The Constitution”) and the source of power for that Act being the Unwritten Constitution of the United Kingdom of Great Britain and Northern Ireland also known as the Common Law.....where a Statute or the interpretation of that Statute is at odds with the Common Law then that provision and/or interpretation must fail.

The starting point assumes that you will execute your powers lawfully; You have evidenced that you cannot exercise those powers lawfully which can only be a breach of Your model litigant obligations under the Common Law which I first summarized in my submissions dated 5<sup>th</sup> November 2014 in VICSC-2014-03380; *Garrett v DCOT* that are in your possession and control.

The Justice sitting in the aforementioned proceeding seemed to be of the mind that “Protecting the Revenue” was Your central function and that avoiding Your liabilities was the intention of the Common Law and Statute which clearly is not correct. It can only be the true purpose of the law to ensure wrongdoers are held accountable and the principle of equity is upheld treating all people as equal including during the exercise of Judicial and Quasi-Judicial Discretion.

The Crown has now apologized twice in recent years for its own misconduct in respect to;

1. The Stolen Generation



## 2. Institutional Responses to complaints of Child Sex Abuse

No doubt further apologies will be forthcoming following completion of the Royal Commissions into the Financial Services Sector and subsequent to the completion of the Royal Commission into Aged Care which ought to lead to further Royal Commissions into Separation of Powers Issues and Operation of Rule of Law and your own conduct as a function requirement for Responsible Government arising from the deliberate abject failure of Regulators and .....still further apologies.

Clear breaches of Contract in respect to matters related to me by NAB, as a licensee of the Crown, the Registrar General of SA, the Registrar of Deeds SA and those peoples named by interlocutory applications as defendants by Cross Claim in VID 949 of 2016 and NSD 1848 of 2018 creates your liability to me pursuant to the principles of criminal and civil vicarious liability.

I note that your communique does not refer to the PID Briefing Note dated 3<sup>rd</sup> September 2018 (8 Annexures) and 37 addendums and annexes

Unfortunately the aforementioned apologies do not go far enough as they fail to commit Your representatives as the perpetrators of the crimes and breaches of your model litigant obligations against the Victims have still not been held accountable under the provisions of *the Crimes Act 1914* (Cth) and *the Criminal Code Act 1995*(Cth).

Logan J observed in his reasons in *Shord v Commissioner of Taxation* [2017] FCAFC 167 at para 166 – 174 the issues arising from your conduct and emphasised a follows;

174 *It has been opined that, "Other than expressing their opinion, however, there are few tools available to the courts to hold government litigants accountable to the standards of conduct expected of model litigant.": Z Chami, "The Obligation to act as a Model Litigant", paper presented at the 2010 Australian Institute of Administrative Law National Administrative Law Forum, Sydney, 22 July 2010: (<http://www.austlii.edu.au/au/journals/AIAdminLawF/2010/28.pdf> – accessed 19 March 2017). That, with respect, is not so. **Departures from model litigant behaviour can, in particular circumstances, constitute professional misconduct, a contempt of court or an attempt, contrary to s 43 of the Crimes Act 1914 (Cth), to pervert the course of justice.** In the circumstances of the present case, given that the concession but not its ramification was mentioned to the primary judge by counsel for the Commissioner, it appears to me that the lack of a ready concession of the jurisdictional error was just the result of a lack of understanding, removed only by the direct exchange mentioned. Given that experience, and a patent absence of any bad faith, there the matter should rest, save perhaps in respect of costs.*



In *Smits v Roach* [2006] HCA 36 the High Court refers to the rights to fair hearing and independence of tribunal as follows;

103. *The right to an impartial tribunal: There is a final purpose, namely to ensure that Australia's municipal law and practice, in this respect, conforms to its obligations under international law . Where there is any ambiguity or uncertainty in the expression of the common law and perhaps in wider circumstances , it is permissible to give it a meaning and application bearing in mind Australia's treaty obligations . Especially so in this case, since Australia has ratified both the International Covenant on Civil and Political Rights ("ICCPR") and its supplementary Optional Protocol, affording those affected a right to complain to the United Nations Human Rights Committee about the content and operation of Australian law, measured against such standards . The relevant ambiguity in this case is whether the judge's failure to disclose the association or interest amounted to apprehended bias as explained by Webb, Ebner and other cases.*

104. *By Art 14.1 of the ICCPR it is provided that "everyone shall be entitled to a fair and public hearing by a competent, independent and impartial tribunal established by law" . The juxtaposition of "independent" and "impartial" makes it plain that two different, but related, concepts are intended. Independence connotes separation from other branches of government but also independence from the litigants, their interests and their representatives. Impartiality is concerned with the judge's approach to the hearing and the determination of matters in dispute . The central importance of ensuring the reality and appearance of independence and impartiality in courts and tribunals is repeatedly emphasised in international and regional courts and bodies considering such questions*

105. *The statement in the ICCPR of the essential features of the due administration of justice in courts and tribunals occasions no surprise to those operating in a common law system. Those features are also part of municipal law. Specifically, it is the duty of judicial officers to be vigilant for any disqualifying interests, statements, associations, relationships and knowledge. This is so wherever and whenever such disqualifications, or possible disqualifications, arise. So long as they are not excluded by the de minimis exception ; or because the propounded disqualification is too indirect, remote and speculative or overcome by the requirement of necessity , it is my view that they must be brought to the notice of the parties so that they can properly consider waiver. Otherwise the judge must refuse participation in the case, absent any countervailing principle that requires, or permits, continued participation. One such countervailing principle was expressed in *Re JRL; Ex parte CJL* : that litigants should not be able to select their preferred judge . .....*

109. **Such integrity in the performance and discharge of the decision-making function is hard won and all too easily lost .** *That is why decisions on such questions should normally, in my view, err on the side of disclosure, if there is any real possibility that a reasonable observer might consider that the judge might be influenced or appear to be influenced by a disqualifying feature of the case.*

110. *The Ebner holding: During the hearing of this appeal, I was reminded more than once that the stricter view of disqualification for interest that I had expressed in Ebner was not adopted by the joint reasons in that decision.*



111. *The Court's orders in Ebner were unanimous, although I accept that the approach that I favoured was stricter than that expressed in the joint reasons. To the extent that the holding in Ebner (and in the associated appeal in Clenae Pty Ltd v Australia and New Zealand Banking Group ) applies to the present case, there being no constitutional element in the earlier decisions , I am bound to give effect to the majority opinion.*

112. *Strictly, the ratio decidendi of Ebner (and Clenae) concerned an issue that is not present in this appeal. It concerned disqualification of judges for pecuniary interests of their own in a bank which had its own pecuniary interest in the outcome of the litigation (*

The materials related to the liability of the Crown in respect to the perversion of operation of justice in order to "Protect the Revenue" that is in your possession and control is overwhelming and was most recently expressed in the Letter of Demand for Payment served on You dated 9<sup>th</sup> January 2019 and annexures.

In the light of the pecuniary interests of the Crown in matters related to me arising from the Crown's own admitted misconduct as set in various uncontested Notices to Admit Facts served over a period of at least 45 months mean that NO officer of the Crown can be involved in the decision to delegate process or the FOI decision itself.....this includes Judicial Officers.

In a normal circumstance in this matter the jurisdiction of the High Court would be exclusive pursuant to the provisions of s38 of *the Judiciary Act 1903* (Cth) & s75 of the Constitution as the delegation question involves a matter arising under a treaty.

The most recent version of the Legal Services Directions raises the issue as to whether you should raise this matter with the Office of Legal Services Co-Ordination before taking any further steps in order to obtain the benefit of advice from the Attorney General.

In order to cause an absence of doubt I reject your apparent submission that any officer of the Crown is unbiased in either making any decision related to me....."First comes the Crime then comes the Cover up"

S61 of *the Commonwealth of Australia Constitution Act 1900* (UK) speaks for itself as does s109 of the same Act.....there is only one entity responsible for the operation and maintenance of law in the Commonwealth of Australia....., including the States and Territories, and that is "The Queen" who remains liable for the actions of Regina's Employees/Agents/Contractors/Licensees/Officers/Delegates.

Your pecuniary interests in the registrations set out in Schedule 1 & Schedule 2 make any decisions made by you both unlawful and invalid.

In *Donald Kenneth Paton v Lenah Valley Sub-Branch and Club of the Returned Services League of Australia Inc and Ors* (1992) TASSC 9 His Honor, Slicer J observed



62. Two of the members (one being the mover) who voted on the resolution were also the providers of information. Their participation as accusers, witnesses and judges amounted to a contravention of the requirement that the decision be made by persons independent of the evidentiary process.,

See *Stollery v. The Greyhound Racing Control Board* (1972) 128

CLR 509 and

*Huxham v. Trustees and Executive Committee of the Incapacitated and*

*Wounded Sailors' and Soldiers' Association of Queensland* (1947)

St R Qd 69

Thank you for acknowledging receipt of the volume of materials I have sent to various Government Agencies over time in which regard I note that you have decided to take into account a limited amount of those materials as referred to in your letter; you are silent to all materials have been available for your assessment including all my files the subject of search warrants by the ATO in February 2017 and those actions set out in the Notice of Constitutional Matters dated 21<sup>st</sup> October 2018

While Reserving all of my rights, in all of my capacities, it ought be abundantly clear that matters related to me will not simply evaporate simply because of your refusal decision under the Act of Grace Scheme.....it has been an 18 year journey so far and I have not gone away. I have simply become more determined.

As you may or may not be aware the CDPD has commenced proceedings against me in the Adelaide Magistrates Court based on **selective** information provided by personnel of the Commissioner of Taxation as AMC 18/5575; *Regina v Garrett* in which proceedings I am represented by counsel copied on this correspondence.

All of the Information related to You and the ATO will need to be ventilated in those proceedings.

The nature of the assets on the balance sheets of entities related to me will of course be the subject of those proceedings and, while SA is essentially a one newspaper town, I anticipate the matters arising (*re Wakim ex Parte McNally*) over the period of time since the acceptance of the letter of offer of finance from NAB dated 19<sup>th</sup> January 2002, as varied, will need to be brought to the attention of the **Open** Court and in particular matters related to the release of the duplicate certificates of title of the property known as Springwood Park to the possession and control of NAB by the Registrar General on the 20<sup>th</sup> June 2002, in circumstances where s8 of *the Registration of Deeds Act 1935* (SA) applies AND the first sequestration order made in favor of the Commissioner of Taxation on the 24<sup>th</sup> September 2004 in circumstances where the alleged debt the subject of the relevant Default Judgment did NOT and could NOT lawfully exist and in any event had been paid.



The First Trustee in Bankruptcy, Peter Ivan Macks (*an officer of the Court and an officer of the Crown*) is the subject of negative findings by Kourakis CJ in *Viscariello v Macks* (2014) SASC 189; criminal ramifications arise against that officer of the Crown/officer of the Court. Those findings were upheld by the Full Court on appeal in *Macks v Viscariello* (2017) SASCFC 172 validating the action of ASIC in bringing proceedings SASC-2015-309; *ASIC v Macks* seeking the removal of Macks from all liquidations and administrations under *the Corporations Act 2001* (Cth).

Justice Doyle has already dealt with the delaying tactics of Macks in his reasons *AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION v MACKS* [2018] SASC 132.

Despite the adverse findings against Macks, and the actions of ASIC, I note that AFSA is yet to bring similar proceedings under *the Bankruptcy Act 1966* (Cth) against Macks reflecting the conduct of ITSA (as AFSA then was) in avoiding my complaints against Macks and the moneys missing/unaccounted for in my alleged Bankrupt Estate.....your criminal conduct has been repeated for the second bankrupt estate.

It will be necessary to discover correspondence between Macks and his agents in respect to my Bankrupt Estate and any other persona as I have not been provided copies of that correspondence including evidence of moneys received to accounts for the benefit of Macks including the accounts of Lipman Karas and Minter Ellison

The willful breach of Responsible Government by the Regulators, Separation of Powers by Courts and Tribunals and resultant collapse of Rule of Law is driven by one overriding unlawful and invalid purpose which is protection of the Revenue that is ill gotten arising from the profit sharing arrangements between the ATO, Insolvency Practitioners and Lawyers who are also officers of the Crown.

Kind Regards

Andrew Garrett



ANNEXURE 1; Letter Robert Nowak to ASIC dated 20<sup>th</sup> May 2018

**Fitzallen Forestry**

ABN 59 486 167 468

10/15 Hunter Street,

Hobart, Tasmania, 7000

Phone: +61 (0)418 369 697

Fax: +61 (0) 3 8677 6542

Email: [admin@fitzallen-forestry.com](mailto:admin@fitzallen-forestry.com)[www.fitzallen-forestry.com](http://www.fitzallen-forestry.com)

Sunday, 20 May 2018  
ASIC,  
Greg Finn,  
PO BOX 4000,  
Gippsland Mail Centre,  
Vic, 3841.

**Re; Your letter dated 11<sup>th</sup> May 2018 & FOI Application**

Dear Sir,

I refer to your letter dated 11<sup>th</sup> May 2018 and the queries set out therein.

I provide for your reference;

1. Security Agreement/Charge over Marine Leasing Pty Ltd ACN 164 668 197 (Controller Appointed)
2. Deed of Appointment of Managing Controller to Marine Leasing Pty Ltd ACN 164 668 197 (Controller Appointed) annexing Notice of Seizure of Collateral/Notice of Crystallisation of Charge dated 6<sup>th</sup> April 2018
3. Security Agreement/Charge over Steel-Con Holdings Pty Ltd ACN 074 454 587 (Controller Appointed)
4. Deed of Appointment of Managing Controller to Steel-Con Holdings Pty Ltd (Controller Appointed) annexing Notice of Seizure of Collateral/Notice of Crystallisation of Charge dated 6<sup>th</sup> April 2018
5. Labour Hire Agreement dated 1<sup>st</sup> July 2016
6. Business License dated 15<sup>th</sup> March 2017
7. Declaration of Trust dated 31<sup>st</sup> March 2017
8. Notice of Seizure of Collateral dated 22<sup>nd</sup> April 2018 issued to Brennan Paul Fitzallen (separately attached by Adobe Track and Send)

I ask you to consider this communicate as an application in writing under the provisions of *the Freedom of Information Act 1982* (Cth) for a copy of any document or thing related to your letter in the possession and control of ASIC.

Yours faithfully

Robert Nowak  
Managing Controller

**SECURITY AGREEMENT**

Dated the 16<sup>th</sup> April 2017

**BETWEEN**

**OENOVIVA (CHINA) PTY LTD ACN: 156 599 094 (Controller Appointed) personally and as Trustee for OenoViva Capital Resources ABN 42 388 204 496 ("Secured Party")**

and

**MARINE LEASING PTY LTD ACN: 164 668 197 personally and as Trustee for THE MARINE LEASING TRUST ABN 58 142 275 494 ("Grantor")**



**10/15 Hunter Street, Hobart, Tasmania, 7000**

**Email; [admin@dynamic-cws.com.au](mailto:admin@dynamic-cws.com.au)**

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**Deed** made on 16<sup>th</sup> April, 2017

**BETWEEN:**

**OENOVIVA (CHINA) PTY LTD ACN: 156 599 094 (Controller Appointed) personally and as Trustee for Oe-noViva Capital Resources ABN 42 388 204 496 of 10/15 Hunter Street, Hobart, Tasmania, 7000 ("Secured Party")**

**AND**

**MARINE LEASING PTY LTD ACN: 164 668 197 personally and as Trustee for THE IBEA HYBRID TRUST ABN 58 142 275 494 of 10/15 Hunter Street Hobart, Tasmania, 7000 ("Grantor")**

**THE PARTIES AGREE AS FOLLOWS**

**1. Definitions**

In this document the following definitions apply unless the context indicates otherwise:

**Accounting Standards** means the accounting principles and practices applying by applicable law or otherwise generally accepted in Australia, consistently applied;

**Accounts** means profit and loss accounts and balance sheets together with statements, reports and notes, including a director's report or an auditor's report, attached to or intended to be read with any of those profit and loss accounts or balance sheets;

**Applicable Interest Rate** means the rate [2]% per annum above the rate quoted by the [Secured Party/the Secured Party's principal bankers];

**Attorney** means any attorney (including any delegate) appointed under this document and any person who by delegation directly or indirectly derives a right from an attorney;

**Authorisation** includes any consent, authorisation, registration, filing, lodgment, document, notarisaton, certificate, permission, Licence, approval, authority or exemption prescribed by statute or required by any Government Agency;

[Note also that this definition of "Authorisation" also includes "Licences" -- refer to the definition of "Licence" below.]

**Authorised Officer** means:

- (a) in relation to the Grantor that is not a natural person, any director or company secretary of the Grantor, or any person nominated by the Grantor by a notice to the Secured Party as an authorised officer on behalf of the Grantor to sign notices or documents in connection with this document, the notice to be accompanied by specimen signatures of the persons concerned;
- (b) in relation to the Grantor that is a natural person, that person; and
- (c) in relation to the Secured Party, an officer of the Secured Party or any person whose title or office includes the word manager, associate director, director, company secretary, or any person acting in any of these offices, or any person appointed as an Authorised Officer by the Secured Party;

**Business Day** means a day that is not a Saturday, Sunday or a public or bank holiday in the Relevant Jurisdiction;

**Collateral** means any PPS Personal Property or Other Property and in the case of:

- (a) a Security Interest over Ancillary Rights, it means any Ancillary Right identified in Schedule 4;

**Collateral Security** means any document that grants a Security Interest to the Secured Party, any Guarantee in favour of the Secured Party or other document or agreement at any time created or entered into in connection with or as security for any Secured Money;

**Controller** has the meaning given in the Corporations Act;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Consumer Credit Law** means the Consumer Credit Code that applies in each relevant state or territory or any other law relevant to consumer credit;

**Documents of Title** includes:

- (a) documents of title, chattel paper and negotiable instruments as those expressions are defined in the PPSA; and
- (b) any other document (whether negotiable or not) that the Grantor is required to deposit with the Secured Party under this document;

**Event of Default** means any event or circumstance specified as such in clause 8 or otherwise specified in this document as an Event of Default;

**Finance Agreement** means the Agreement entered into between the Grantor as Borrower and the Secured Party as Lender dated 27 June 2014;

**Government Agency** means any government or any governmental or semi-governmental or judicial entity or authority and includes any self-regulatory organisation established under applicable law or a stock exchange;

**Guarantee** means any guarantee, indemnity, letter of credit, performance bond, legally binding letter of comfort or suretyship, or any other obligation to indemnify against the consequences of default in the payment of, or to be responsible otherwise for, an obligation or indebtedness of another person;

**Improvements** means any improvements, fixtures, plant and equipment affixed to or used with any Land that is part of the Collateral;

**Insolvency** has a comparable meaning to Insolvent;

**Insolvent** means, in relation to any Transaction Party:

- (a) it is a corporation and is unable to pay its debts when they fall due;
- (b) it is a corporation and is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act*);

- (c) a Liquidation occurs in relation to a person;
- (d) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any applicable law or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Secured Party);
- (e) an application (not being an application that is being contested in good faith and that, is not stayed, withdrawn or dismissed within 30 Business Days of its commencement) is made to a court for an order or an order is made that a corporation be wound up or that a liquidator be appointed to a corporation;
- (f) a receiver, receiver and manager, trustee, administrator or similar official is appointed over any or all of the assets or undertaking of a corporation; and
- (g) anything analogous or having a substantially similar effect to any of the events described above happens in connection with that corporation under the law of any applicable jurisdiction;

**Insurance** means insurance policies that a Transaction Party is obliged to take out and maintain under a Transaction Document;

**Land** includes any lease or other interest in or right:

- (a) in respect of land; or
- (b) which authorises exploration for or extraction or mining of, minerals, petroleum, geothermal energy or any other substance from land;

**Licence** means any entitlement, right, notification, permit, licence, registration, authority, consent or quota under a law or approval from a Government Agency for a business activity including a gaming or liquor licence;