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IN THE SUPREME COURT	5 6
CIVIL JURISDICTION	7 8
ADELAIDE	9 10
ARGUMENT	11 12
BEFORE AUXILIARY JUDGE RODER	13 14
NO.SCCIV-19-107	15 16
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD - PLAINTIFF V PETER SCOTT HAUGHTON - DEFENDANT	17 18 19 20 21 22 23 24
TRANSCRIPT OF PROCEEDINGS	25 26
MONDAY, 8 JULY 2019 AT 10.01 A.M.	27 28
MS W. JONES FOR PLAINTIFF MR P.S. HAUGHTON IN PERSON	29 30 31 32 33 34
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an order is made to the contrary by a judicial officer on
the application of a party, or unless a judicial officer
otherwise orders. 37

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.SDP...001011

MS JONES: This is an application for possession of 1
land pursuant to part 17 of the Real Property Act. The 2
plaintiff has filed an outline of submissions. Does 3
your Honour have those? 4

HIS HONOUR: I've had that and I've read it. 5

MS JONES: Excellent. 6

In light of that, I'll keep my oral submissions quite brief.
The plaintiff's position 7

is that it has established an entitlement to possession 8

and that that's illustrated in the affidavits that have 9

been filed in support of the summons. The plaintiff's 10

further position is that the material filed by 11

Mr Haughton does not provide any evidence sufficient to 12

hold the plaintiff out of that entitlement to 13

possession and that in that case the plaintiff ought to 14

be given the order today. I can take your Honour 15

through that in a bit more detail if necessary. 16

HIS HONOUR: Ms Jones, the court received today two 17

more parts of Mr Haughton's affidavit. Have you got it 18

all? 19

MS JONES: I received one document this morning, a 20

form 1 titled 'Affidavit of Peter Scott Haughton' but 21

which appears to simply be an affidavit of a different 22

person; Brian William Short. 23

MR HAUGHTON: Page 35. There's only one page that's 24

relevant in there. Sorry. 25

MS JONES: Page 35? 26

MR HAUGHTON: Yeah, there's only one page that's 27

relevant in there. The rest of it you don't have to 28

worry about. 29

MS JONES: I've literally just been handed this. 30

HIS HONOUR: We have that one. We also received today 31

another document entitled 'Affidavit of Peter Scott 32

Haughton' and subtitled 'Exhibit A Forensic Examination Document'. 33
34
MS JONES: Yes, your Honour. I was provided with 35
that, I believe, on Friday. 36
HIS HONOUR: All right. 37
MS JONES: My position in respect of that, your 38

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Honour, is that that doesn't alter anything. On its 1
face it is inconclusive as to the handwriting issues 2
but in any event and as was conveyed to Mr Haughton, 3
ANZ is prepared to approach this hearing today on the 4
basis that it's not his handwriting on the document. 5
That's not an admission that it's not his handwriting; 6
it's simply a concession made for the purpose of 7
today's argument on the basis that it's not relevant 8
whether or not it's Mr Haughton's writing on the 9
document which is apparent from the balance of our 10
outline of submissions what the Bank's position is. 11
HIS HONOUR: Yes. I understand that, thank you. 12
MS JONES: So, essentially, in terms of Mr Haughton's 13
materials that are filed, in my submission they really 14
distil to nothing more than an allegation, essentially, 15
of maladministration or irresponsible lending and even 16
if that was to be made out that is not sufficient to 17
hold the plaintiff out of its entitlement to 18
possession. 19
The mortgage has not been impugned. There's no 20
suggestion that the mortgage wasn't signed. There's no 21
suggestion that the loan wasn't made and that 22
Mr Haughton hasn't had the benefit of the loan and in 23
those circumstances, in my submission, the most 24
Mr Haughton can have is a claim for damages and that 25
ought not be sufficient to hold the plaintiff out of 26
its entitlement absent payment into court in accordance 27
with the well accepted principles in Commonwealth Bank 28
of Australia v Inglis. 29
That's the primary submission, your Honour. If 30

your Honour was against me on that and considered that 31
there was an element of Mr Haughton's material that was 32
capable, if taken at its highest or impugning the 33
mortgage, in my submission Mr Haughton ought still be 34
required to make some payment to compensate and keep - 35
hold the plaintiff for want of a different way to put 36
it and that should at least be a clearance of arrears 37
and ongoing requirements to meet interest So, that the 38

.SDP...00101 3
prejudice to the plaintiff is stemmed as best that it 1
can be. 2
HIS HONOUR: Yes. 3
MS JONES: That's very brief but it does encapsulate 4
the plaintiff's position. Unless your Honour has 5
anything further it may be better to hear from 6
Mr Haughton and then I can address any matters in 7
reply. 8
HIS HONOUR: Yes, thank you, Ms Jones. Mr Haughton. 9
MR HAUGHTON: Yes, thank you. 10
So, at the initial hearing with Judge Dart, if you've seen 11
the prior affidavit of 11
1 May and we point out in there that there's a 12
constitutional issue where a 78B notice needs to be 13
issued to the Attorney-General based on the facts, and 14
you have the prima facie evidence before you today, 15
your Honour, that the Queen's been removed from the law 16
in this country without a referendum. 17
That being the case, I think we've got more than 18
many significant problems including the fact that the 19
court and the land that the court sits on is under the 20
South Australian Constitution 1855-1856 with the judges 21
and the salary of the Governor in the pound. That also 22
follows through to the Company Acts of Queen Elizabeth 23
No.2, as in the number 2, not ii Roman numerals, and 24
that follows through here, the Companies Act, which is 25
held to that Constitution following through to the 26
Companies Act of South Australia. 27

What's happened is that somehow along the path 28
here, you know, you're getting paid in a foreign 29
currency from that Constitution without a referendum or 30
vote and I've never voted; I'm not in that money; I 31
don't have anything to do with it. The political parties 32
are private political parties with their own 33
constitution. It has nothing to do with us, any of We, 34
the People. You're getting paid under this Partnership 35
Act of 1891 but I don't think there were many people 36
alive in 1891 and So, it's a serious - 37
HIS HONOUR: What would the Partnership Act have to do 38

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with me, Mr Haughton? 1
MR HAUGHTON: Well, because see you're getting paid 2
through the Public Work Safety Act through the Council 3
of AUSTRALIAN GOVERNMENT which means you're sitting 4
under a corporation which is not of We, the People. 5
But that's how you're getting paid, in decimal point 6
currency, which is not of the Constitution; it's never 7
been voted for and So, on and So, forth. Then we move to 8
the Judges and Pensions Salary Act of 1974, which says 9
that your wages are still in the pound. Okay. 10
So, then we get to Rod Culleton's submission writ 11
for Habeas Corpus, which was bring the body to court. 12
Now your Queen of Australian can never, ever be brought 13
to court because it has no body, So, these people 14
swearing allegiances to this fictional Queen of 15
Australia, and who I would like to put this on the 16
bench, your Honour, that's a writ of Habeas Corpus 17
submitted by Rod Culleton to bring the body to court 18
and I have been ridiculed numerous times over saying 19
these things and people saying it's not true but the 20
fact of the matter is that it is. The Statute of Law 21
Revision Act 1973 - 22
HIS HONOUR: Where do I find that writ of Habeas 23
Corpus, Mr Haughton? 24
MR HAUGHTON: Could I pass it to you and put it on your 25

bench So, you could get the date. So, it was actually 26
lodged on 16 January this year. It's a current one. 27
HIS HONOUR: Do you have any objection to me looking at 28
it, Ms Jones? 29
MS JONES: No, but I'd like a brief look myself at 30
some stage. 31
HIS HONOUR: Perhaps if you give it to Ms Jones first. 32
MR HAUGHTON: It's interesting. It's very interesting. 33
HIS HONOUR: Perhaps if you could give it to her first. 34
MS JONES: I'll have a quick look. 35
MR HAUGHTON: Look, it's the political party people that 36
have done this to us before, your Honour, and it really 37
is. Look, my heart cries every day. I go out there 38

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and I look around because I know we've been swindled by 1
the political parties. 2
Now, who gave the authorization for the judges 3
of today to be paid outside of the Constitution, inside 4
a corporation, when you're holding the seals of the - 5
you're supposed to be holding the seals of the Crown 6
but actually, at the moment, from 1973 up until about 7
1995 you held the seals of Queen Elizabeth II which is, 8
in fact, a fake because II is Roman numerals. We don't 9
have Roman language in this country and it's clearly, 10
factually stated under this Companies Act which is held 11
with this Constitution. It's Queen Elizabeth II. 12
So, what they've done is they've changed the 13
manner and form in the wording in the acts, which is a 14
misrepresentation of the Acts Interpretation Act 1915; 15
completely opposite. We don't have any seals that hold 16
any power today in any of the courts in this land 17
because the Governor-General, in 1973, when he left his 18
post there was already a small, So, to say, a small lawn 19
mowing company called The AUSTRALIAN GOVERNMENT. When 20
the Governor-General and all the Legislative of 21
Assembly members left there in 1973 without leaving 22
resignation papers they left Common Law and they walked 23

into corporate law. 24
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Now that's removing our Common Law right. Now 1
the High Courts have been going against this for ~~about~~ 2
a long time. We've got the blue-eyed baby syndrome by 3
Gummow and Hayne JJ, we've got a stream cannot rise 4
above its source from one of the High Court judges and 5
numerous other statements which is all factual stuff. 6
So, in the end in this case and I'm sure if you 7
wanted to read the document you've got there that case 8
actually got adjourned sine die because see if the 9
judge proceeds forward from the moment I've disclosed 10
this information to you that s.34 of the 1914 Crimes 11
Act and it's punishable by two years' imprisonment. 12
So, this is the jurisdictional argument. I have 13
no animosity to any people working this system, it's 14
just that it needs to be changed and we're all living 15
in a hoax and I believe that we when we look at the 16
acts of treason in 1995 the current government is doing 17
that in full-blown session including the war in Iraq 18
where they went without any permission from the people. 19
But the people have been dumbed down by the media 20
because they are agreeing to everything via tacit 21

consent not expressed or implied and therefore when 22
they went to Iraq to bomb it without our consent, 23
because no one said anything, then the government got 24
away with it. But that's the private government of the 25
private political party members who have shareholders 26
in there of themselves. Only we don't have shares in 27
the private - the AUSTRALIAN GOVERNMENT. You don't, I 28
don't, only the political party members do, registered 29
in Washington DC. When I say that many people say 30
that's a furphy but I've got the numbers and many 31
people in this country have got the numbers. 32
So, for the part of jurisdiction I say and I put 33
for the record that the court has to me unless somebody 34
shows me that the court has got valid power, and I've 35
been asking for two years for somebody somewhere to 36
show me something to shut me up So, I can get on with my 37
Life, but no one has been able to show that to me and I 38

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think it really has come time to fix it. We've got 1
dirty money in this country, we've got the dirtiest 2
banks known to man preying on people and I say for the 3
record I do have the money to fix this loan up. 4
The problem is that they filled out the loan 5
application form and have brought it into court which 6
is basically contempt and perjury. So, we've got a 7
numerous array of problems. As a matter of suggestion 8
I really do presume that, and I'm not an expert by any 9
mean, I'm a self-taught person, I became an insulin- 10
dependent diagnosed diabetic at the age of 10 and I 11
didn't go to school after 12, So, I've had to educate 12
myself. But what I found is it's most shocking to 13
me as a father of my family that I have to look at the 14
laws of this country and say that they are fake and 15
it's written here in writing. 16
Like we go down to the Royal Styles and Titles 17
Act of 1973 and then compare it with the Royal Styles 18
and Titles Act of 1953, the AUSTRALIAN GOVERNMENT then 19

had no authority to repeal a Commonwealth treaty 20
between all the Commonwealth nations with regard to 21
oath swearing. You can't say Queen of Australia. 22
There isn't one. There's no body. It's a corporate 23
piece of document inside a corporation in private a 24
constitution. 25
They've asked the Commonwealth, which they 26
have no power to ask the Commonwealth nations and ask 27
the Queen. Now when the Queen signed the 1973 Royal 28
Styles and Titles she signed it up the top on the 29
right-hand side here which means that it must go to 30
a referendum first. So, the people don't - because we can 31
look at the Royal Styles and Titles Act of 1953 and 32
it's signed down the bottom obviously because it's 33
subordinate, you know she's subordinate to the 34
document. So, when they sign it up the top the document 35
is subordinate to what's down the bottom and we all 36
know that by contract law we don't sign contracts up 37
the top on the right-hand corner of the page when you 38

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sign it down the bottom which means that you've read 1
everything, your signature lies below it and you know 2
what's in there. 3
However, we move on to the Financial Agreement 4
(Decimal Point Currency) Act of 1966. Now it's still 5
sitting in the Legislative Assembly in the old what 6
they call a museum now, right is the Old Parliament 7
House holding the laws of this country a museum. It 8
cannot be. It cannot be. Now the Financial (Decimal 9
Point Currency) Act, the currency that you're getting 10
paid in, which is a foreign currency to our constitution, 11
is not signed. Could I pass that to you? 12
HIS HONOUR: You better show it to Ms Jones. 13
MR HAUGHTON: It's just one page. You can see that it's 14
not signed by any of the legislative members, right? 15
So, the decimal point currency in this country has zero 16
authority. 17

Now we move to the Letters Patent related to the 18
Governor-General of the Commonwealth of Australia 19
apparently accepted in 1984 at Balmoral by her 20
majesty's command Bob Hawke. Now that's an unsigned 21
document and also at the bottom of it it says 'Bob 22
Hawke, Prime Minister of nothing'. Now how did he get 23
the right to take those Letters Patent relating to the 24
Governor-General of the Commonwealth of Australia and 25
use them for a profit for the firm, for the Government 26
Business Enterprise Acts and the Miscellaneous Reform 27
Act of 1988? So, they're administering us for a profit 28
for the firm including you and your children. 29
I'm very sorry to say but this mess needs to be 30
- we think Ben-Hur was something. What's going to 31
happen here when the people find out and I'm glad this 32
court is closed or not - 33
HIS HONOUR: It's not closed, Mr Haughton. 34
MR HAUGHTON: Well, semi-closed because when the people 35
find out what the actual facts of the matter are and 36
they may say don't worry about that constitution, that 37
constitution is old, is it? Well, the thing is we're 38

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under the Companies Act by the Queen and no one can 1
come along and all of a sudden start administering us 2
for a profit for the firm. If Hungry Jack's is a 3
corporation, McDonald's is a corporation and Bunnings 4
is a corporation and the AUSTRALIAN GOVERNMENT holds 5
the power of a corporation holding the seals of the 6
Prime Minister under that seal, not the seal you've got 7
up the back there, the other seal which is on our 8
Citizenship Act of 1945, So, there's no citizens in this 9
country. 10
When they removed the preamble from the 11
constitution in 1973, Gough Whitlam did it, it means that 12
there's no living people in there. So, if we look at 13
the actual facts of the matter there are no living 14
Australian citizens since 1973. There can't be, 15

there's no preamble in there, there's no living people 16
in there. So, you can basically say there's been no 17
living Australian citizens born since 1973, they're all 18
dead. 19
Now if we want to go further and go to the 20
Uniform Civil Procedures Rule which South Australia, 21
through your partnership agreement, have signed a 22
contract with Peter Beattie's My Government, now Peter 23
Beattie's My Government, if you look at the 24
constitution of theirs which COAG has held to and held 25
to the Queensland Treasury Corporation to pay the 26
public service Australia-wide because that Queensland 27
State has no Upper House. So, John Howard and Peter 28
Beattie did a deal with one single shareholder in the 29
constitution or in that company of people which we all 30
hold one share in the company of the Commonwealth of 31
Australia. It's got living people in there but we 32
don't have any shares in the private Australian 33
Government with people fighting to be the CEO tricking 34
us that they're the Prime Minister to make a bigger 35
profit for the firm and they're administrators So, they 36
don't care about us. 37
We're their enemy. We can only be their enemy. 38

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It's like me being in a business and I'm trying to make 1
money out of someone else. I'm going to try and 2
extract as much money out of that other company as I 3
can So, I can make a profit for the firm because that's 4
what corporations do. 5

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Now, that's what they're doing to us with not one law, 1
your Honour. I'm so, - like I said, every day I just 2
go, this can't be. We've got laws in this country; we 3
read them. 4

Like honestly, look at the \$50 note.

Look at the tyranny and disgust that this country's being 5
run by. They can't even print the currency properly. 6
Look at the \$50 note. It says 'five-zero'. It doesn't 7
say '50' and there's half a dozen spelling mistakes on 8
there. It's children's stuff and but the people are 9

being brainwashed by it. There's no Queen on there. 10
The money has no Royal assent of any power or 11
backing of any gold because gold, still today, is 12
measured in imperial measurements, because gold is the 13
money of the Common Law. Decimal point currency, what 14
we're going through now, is a currency of the private 15
political parties. That's why we see the note changing 16
because they change them continuously, and if we look on 17
there we can see Federal Reserve note in our country 18
infecting our sovereignty because we've got foreign 19
money through the foreign banks in our country. It's 20
treason. The whole lot of it's treason, from beginning 21
to end. Beginning to end. 22

So, I ask you, on this part of the argument, your 23
Honour, that as soon as the ANZ, really they - if we go 24
to the - leaving the constitutional arguments and the 25
78B notice that I would like your Honour to go for, but 26
for the benefit of the court, because I don't - we look 27
at the laws and everybody's in big trouble. We go to 28
look at treason; 1914 Crimes Act; treason, it's a death 29
penalty. Now, if I was running things, I would ask for 30
an amnesty for ~~en~~ everyone and there's a lot of people that 31
aren't. But that's what needs to be done because we've 32
got a lot of good people, and we've got a few bad ones that 33
need to be sifted out. 34
Now I ask, sorry again, your Honour, that - I'm 35
sure you'd know. You know, you're way more educated 36
than me. I didn't start reading until a short while 37
Ago. So, you know, you look out there, you can see what's 38

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going on. There's no fairness in this country anymore 1
because it's run by foreign powers. 2
So, if we got to the affidavit of - So, if we can 3
now travel to the affidavit outlining the problems with 4
the loan and the exhibit book dated 8 June please, your 5
Honour. 6
HIS HONOUR: Yes. 7

MR HAUGHTON: I'll walk you through the affidavit. I'll 8
try and keep it as short as I can, your Honour. With 9
regard to jurisdiction I mean in your opinion we've 10
even got the Statute Law Revision Act and this is what 11
repealed the Royal Styles and Titles Act because it's 12
got no seal. It has no power. Even if it did have the 13
power it couldn't repeal an act of the Commonwealth 14
because that takes the requirement of all the other 15
Commonwealth nations as in 1956 because the 1956 one, 16
your Honour, was created to create conformity with the 17
oath swearing amongst those Commonwealth nations as a 18
unit. We can look in that. It's very simple to read. 19
It's only a few pages. However, we'll look through 20
this and I'd ask the Judge that perhaps maybe the best 21
answer to this case. So, we can go away and fix it is to 22
adjourn it signed by or however, but we'll walk through 23
the criminal parts of the case which are definitive. 24
If we go to p.1 - forgive me, your Honour, I've 25
never run a trial before. 26
HIS HONOUR: That's all right. 27
MR HAUGHTON: I spend a lot of time reading law and 28
stuff but I don't enter these arenas, obviously if I 29
can help it. So, if we have a look at p.1 we can see 30
that - 31
HIS HONOUR: Page 1 of what Mr Haughton? 32
MR HAUGHTON: Page 1 of exhibit book 1. Sorry, your 33
Honour. 34
HIS HONOUR: Thank you. 35
MR HAUGHTON: That would be the email from Delano Leen 36
to myself. It's basically just asking here about the 37
forensic document and its late delivery because, you 38

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know - as soon as I left Judge Dart last time on 8 May 1
within two days I was already in contact with him but 2
he had a couple of other jobs and so, it took whatever 3
it was - five or six weeks for him to actually produce 4
the document. 5

HIS HONOUR: Yes. 6
However, it does pass correspondence
MR HAUGHTON: onto 7
the fact that the ANZ Bank and the lawyers are saying 8
that they know that their document is not filled out and 9
that they agree with it. So, they're basically bringing 10
in a document, and we'll get to that a little bit 11
further down there, that on the - 12
HIS HONOUR: Well, that's not what they're saying, 13
Mr Haughton. They're saying that for the purposes of 14
the argument 'you can proceed on an assumed basis', 15
that what you say is right. 16
MR HAUGHTON: Yeah, that - 17
They're not saying what you say is
HIS HONOUR: right. 18
MR HAUGHTON: No, it says - 19
They're saying that for today's
HIS HONOUR: purposes, 20
they're not going to bother challenging it. 21
MR HAUGHTON: Okay. Yes, well basically they're 22
agreeing that the - 23
HIS HONOUR: No, they're not. 24
MR HAUGHTON: Okay, hang on here.'- for the argument 25
only that your assertions regarding the loan 26
application are correct -'. 27
HIS HONOUR: Yes. 28
Okay, So, technically they
MR HAUGHTON: Okay. haven't 29
but yeah, that statement's there. Okay. 30
HIS HONOUR: They're not disputing it. 31
MR HAUGHTON: They're not disputing it. That's right 32
but however, I believe your Honour, that really, after 33
I disclosed this to the ANZ Bank, you know, to act 34
morally - a year and a half ago I wrote them letters 35
and said 'Look, this is a problem. All this has 36
happened, I'd like to get back and make some contact 37
with you so that we can like rip up the old loan and 38

then make a new one, because the old one has no 1
signatures on the loan application form, which is a 2
statutory requirement of their signatory to the Banking 3
Code. There's just no signature; no name; a \$5 million 4
house and all this other stuff which we will get to a 5
little bit further down the track. 6
So, can we move to s.2, which is p.3, which is 7
the Banking Act? Then to p.4 of exhibit book 1, 8
'Provisions of Credit' - 27. It's on p.4 your Honour. 9
HIS HONOUR: Yes, thank you. I have it. 10
MR HAUGHTON: 27, Provisions of Credit: 11
'Before we offer or give you ... to repay the credit 12
facility.' 13
So, they're filling out the loan application forms and 14
putting on assets there that I don't have and it's not 15
signed. So, I think they really do get - I don't even 16
think they can be marked one out of 10 for that one. 17
They don't even get one out of 10. Can we move 18
forward, your Honour? 19
HIS HONOUR: Yes. 20
MR HAUGHTON: You happy with that? 21
HIS HONOUR: Yes. 22
MR HAUGHTON: Okay, so, s.3 of the affidavit, exhibit 23
book p.5 'Code of Banking Practice'. The ANZ is a 24
signatory to that practice. So, we agree on that and so 25
if we can move to s.4. That will be p.6 of exhibit 26
book 1: 'Personal Statement of Financial Position'. 27
HIS HONOUR: Yes. 28
MR HAUGHTON: So, up the top there we've got 'Must be 29
completed for all customers'. And we go down to the 30
bottom there and there is no signature and no date. I 31
want to just get back to the handwriting here because 32
we've got the handwriting specialist report here, the 33
forensic one that says basically, in no uncertain 34
terms, except for the fact the way that the ink is put 35
on the page, like to the best of his ability because he 36
was using photocopies, that this stuff is not my 37
handwriting. So, someone in the bank has put in here 38

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that I'm worth \$7 million. It's not my handwriting and 1
I ain't worth \$7 million. Someone else has put in here 2
- sorry the \$7 million is down, see where it says 3
'Total Assets'? 4
HIS HONOUR: Yes. 5
MR HAUGHTON: The critical part is that the page isn't 6
signed and up the top it says 'Must be completed for 7
all customers'. 8
If we can travel now onto p.9 of the exhibit 9
book. 10
HIS HONOUR: Yes. 11
MR HAUGHTON: We've got the ANZ Lending Application. 12
Now, if I can draw your attention down to the paragraph 13
just above - I'm sorry, your Honour, has yours got it 14
in yellow highlighter? 15
HIS HONOUR: It's orange highlighter as it happens, 16
Mr Haughton. 17
MR HAUGHTON: Sorry, I had so, much trouble with the - I 18
photocopied this one and I took it to the printer and 19
... a whole heap of faint ones. So, anyway, so, it says 20
here 'Where a statement of position is completed by 21
me'. 22
HIS HONOUR: Yes. 23
MR HAUGHTON: So, was the position of statement completed 24
by me? No, it wasn't. 25
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Now, it also says here that: 1

'The ANZ Bank has the right to ask for any additional 2
information to consider the loan'. 3

The ANZ may not be able to assess my application unless 4
I provide additional information. So, they had four 5
opportunities to ask, do, show anything, because this is 6
actually the only page I have ever 7
seen. They came to my

place after the first loan was agreed to and they knew 8
that I was in trouble because when we get back to the 9
financial statements in the back it actually shows you 10
that my company lost over the six months of banking 11
records which the bank used to assess the loan, shows 12
that it was losing money and we will get to that in a 13
second. 14

So, I would like to progress to pp.10 and 11 of the 15
exhibit book 1 now one, please thank you. 16

HIS HONOUR: Yes. 17

MR HAUGHTON: Now, we can clearly see this is photos 18
out of my diary from August 2014. So, we know, even 19
without the handwriting specialist, that I can't go back 20
to 2014 and take photos out of here and write all this 21
stuff in here. I mean, you can carbon date into its 22
actual fact, and I mean if anybody looks at it, and this 23
is why I wrote to the ANZ and said to them, you know, 24
this is bad and I would like to meet so we can square 25
this up, and they didn't. They just bullied their way all 26
the way to court and have put me under immense stress, 27
when they have committed the fraud, brought it into 28
court which is perjury, because they have done it full 29
knowing it's contempt of court, dishonest dealing with 30
documents, which I've outlined and so on. But, however, 31
we will move to the next page now that anybody even I 32
would presumably say that if you put the handwriting of 33

my poor skills, and they are poor skills and I do admit 34
that, against the fluent handwriting that's on the 35
business lending application, it's quite close and plain 36
and obvious to see it. That's why I say, your Honour, 37
we shouldn't be in this court today because this is 38

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17

really a discovery **style???**, in my opinion, and like I 1
said, I'm very - I'm an amateur, but for someone else to 2
fill out your loan application form and then for them to 3
bring it into a summary judgment court after I've given 4
them notice that it's happened, I think that it's an 5
extremely poor representation of those corporations that 6
want to act like that and it will come back to bite 7
them. So, however, we will move to p.12 of the exhibit 8
book 1, deception. 9

So, 'dishonestly benefits himself or a third 10
person'. Now, if we look at the - well, you don't 11
actually really need to look at it, but the agent of the 12
bank gets paid \$3,000 every time they sign one of these 13
loans up, or whether it's on a percentage ratio, I don't 14
know, but they did get paid 3,000. So, they make 3,000 15
in their own pocket. The bank gets the interest based 16
on a document that they filled out. So, I have been 17
deceived. The bank hasn't been deceived because they 18
have knowingly taken part in it and so we would have to 19
say that that's, you know, for a basic offence or 20
whatever the judge would see fit, or however, if that's 21
going to go that way to criminal offending. But, 22
anyway, however, So, we will move over to p.13 of the 23
exhibit book. So, 'Dishonest dealings with documents', 24
140. Are we all on that page? 25

HIS HONOUR: Yes. 26

MR HAUGHTON: Yep, okay. Sorry, if I'm doing anything 27
wrong let me know and I will try and fix it. 28

HIS HONOUR: No. 29

MR HAUGHTON: So: 30

'For the purpose of this section, a document is false if 31

a document gives a misleading impression about the 32
nature, the validity, the fact of the document.' 33
So, they are guilty of that and they are guilty of (b): 34
'Any fact such and, for example, the identity, capacity 35
or official position of an apparent signatory to the 36
document on which its validity or effect may be 37
dependent; or and, (c), the existence or terms of a 38

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transaction to which the document appears to relate; and 1
(2), a document that is a true copy of a document that 2
is a false under the criteria described by s.1 is. Also a 3
false; and also (3), a person engages in conduct to 4
which this section applies if the person creates a 5
document that's false.' 6

I think someone is going to gaol, your Honour. 7

HIS HONOUR: Mr Haughton, you've highlighted all of 8
these paragraphs for me. 9

MR HAUGHTON: Yep. 10

HIS HONOUR: So, you really don't need to read them out 11
to me. 12

MR HAUGHTON: Okay, yeah, sorry, that's my experience 13
doing that. 14

HIS HONOUR: They are all here. 15

MR HAUGHTON: Yeah, okay, yep. 16

HIS HONOUR: So, I can read them for myself. 17

MR HAUGHTON: Speed through it. Okay, yep, thank you, 18
your Honour. So, would you like me to give you a few 19
minutes to run through that? 20

HIS HONOUR: I have already read them. 21

MR HAUGHTON: You have. I'm so jealous, that you can 22
read stuff that quick. 23

HIS HONOUR: No, I did that yesterday. 24

MR HAUGHTON: Okay, yeah, but regardless if I started 25
it yesterday I would still probably be reading it today, 26
your Honour. 27

So, could we travel forward then, or would you like 28
to travel then past just the criminal part because it's 29

pretty straightforward. 30
HIS HONOUR: Yes. I understand what you're saying. 31
MR HAUGHTON: So, we will travel to p.29 - 32
HIS HONOUR: Yes. 33
MR HAUGHTON: - and it's a request for the mortgage 34
documents and we are really not sure because, you know, 35
the mortgage documents change all the time but if you 36
look at the examination that the document examiner did 37
and he obviously suffered from, you know, inability to 38

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get other ones to examine them from. So, what he did is 1
he examined it on a page-by-page basis and what he has 2
shown and proven is that basically any common - there's 3
no standing fact there yet, but we can see that the 4
papers have been stuck together. They are not fluent 5
pages, like one, two and three. 6

HIS HONOUR: Get to that when you get to that actual 7
document. 8

MR HAUGHTON: Okay. 9

HIS HONOUR: That will work a lot better then. 10

MR HAUGHTON: Okay, then, sorry, your Honour. 11

So, now if we look at the tax returns, sorry, and 12
that would be on p.31. 13

HIS HONOUR: Yes. 14

MR HAUGHTON: So, that demonstrates that the company's 15
making 99,000 units, that's actually on p.33 where it 16
says that I'm pretty sure I've got that outline. 17

HIS HONOUR: Yes. 18

MR HAUGHTON: So, the interest payments, which were 19
never outlined on any of the documents or disclosures or 20
payments or anything like that in any of the 21
documentation which they are meant to give me, but, 22
however, the interest payments are, you know, I think 23
it's 77,000, So, it's something like 85 or 86%, I can't 24
remember and I think I have it written here in the 25
affidavit, I did work it out on a calculator, but if we 26
just say 85, 86%. So, now, if we have 99,000 as a net 27

income, you know, before tax, and we've got 77 or 85,000 28
of payments, So, the business is supposed to run a whole 29
year on 10,000. If anything goes wrong, it's a landfill 30
operation, which they knew when they visited, so, you 31
know, it's 85% of the money. So, if the interest is 85% 32
of the money, what year or what almost millennia would 33
that leftover part take to pay the loan off? It would 34
take 50 years. I was 47 or something when I took the 35
loan, So, it means I'm going to be 85 or 90 when the loan 36
was paid off. I mean, who are these people doing these 37
numbers because they don't deserve their job? 38

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Now, if we can move on now through that as quick as 1
we can. Now if we have a look at - go to p.41 which is 2
the bank details that the bank used to establish the 3
loan. 4

HIS HONOUR: Yes. 5

MR HAUGHTON: So, if we have a look at - it might just 6
take me a couple of minutes just to get right through 7
this, but if we go to p.41 and then we will see that and 8
then go to p.49, it actually shows you a loss there of 9
total debits and total losses of 257 to 224 - I had it 10
written in here. It's about 35,000 anyway roughly, your 11
Honour, 224 - I'm brain dead at the moment - minus 2 - 12

HIS HONOUR: Which page are you on, Mr Haughton? 13

MR HAUGHTON: P.49, I'm sorry. 14

HIS HONOUR: 49, thank you. 15

MR HAUGHTON: Yes. This is the first - there is six 16
months of bank records that have been used. 17

HIS HONOUR: Yes. 18

MR HAUGHTON: But this is the end of the first three 19
months the page that we are on, yeah, there's two 20
sections. So, in this month here we lost 20 - 21

HIS HONOUR: It's about 33,000. 22

MR HAUGHTON: Yep, thank you very much, your Honour. 23
33,000, I did have that in there but I should have 24
brought my glasses today, sorry. 25

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If we then move on to p.53, So, this is the next 1
three-month bracket that they used to prove that I had 2
the financial capacity to pay, bearing in mind the last 3
one we lost 35,000 and so this one we lose 5,000. 4
So, we can keep moving on now and we'll go to the 5
back page, p.60 which is the Onkaparinga Council rates 6
and it shows the capital value of the land is 7
\$1,050,000. They lent 96% of its value. 8
My case is pretty well run now as far as the need 9
for proper examination of what's actually taken place. 10
The fact that I've actually done the right thing and 11
gone back to the ANZ and said to them early on in the 12
piece, even started about two years ago, contacting them 13
saying 'Look, we need to scrap that other contract and 14
get one that I can pay so I can pay it off so it works 15
already' but their refusal and their bulldog tactics 16
just made it come to court, So, I couldn't do anything. 17
They're asking me silly questions like 'Can you 18
please provide a copy of your financial records?' but 19
when I got the financial records from them, they are as 20
clear as day so, we knew that they were just playing 21
games because they weren't going to send us the loan 22
application form which I got through other measures a 23

short while ago. However, the lawyers were forthcoming 24
with it but not until it came to court. 25
So, really what should have happened is that the 26
ANZ Bank should have disclosed, looked at their entire 27
loan contractual arrangement with me before they engaged 28
the Fisher Jeffries lawyers because they have committed 29
perjury. They have brought a fraud to court and tried 30
to collect on it. 31
I mean, who's running this place and wants to leave 32
a scar of a name like that on your bank? They really 33
should have just said 'Righto' and the only time in my 34
opinion and once again, I'm a complete amateur, is I 35
would have thought that common sense would have told me 36
and I've been in business for a long time. I negotiate 37
with many people for an outcome to be fair and 38

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22

reasonable. 1
The only time I really see that they could have 2
brought this to court or had a lawful right to come to 3
court is if they had written me letters and said 'Look, 4
okay, thank you for contacting me. We agree. Can we 5
make a time to get back together?'. We'd gotten back 6
together and we'd come to some sort of agreement where 7
we are where we are. 8
Now, if the ANZ Bank was being reasonable and me 9
being the defendant was being unreasonable and the bank 10
would then have the right to say 'Look, we went to the 11
client and he's still refusing. We have accepted that 12
we have made an internal error but he's still refusing 13
to pay so we need to have some sort of relief come back 14
from the court to capture that part'. 15
But they didn't operate like that. They operated 16
like full tilt blown criminals which they are and 17
honestly, you know, not saying anything to any lawyer 18
that works for banks or anything. Even when I sat in 19
this court a couple of times in front of Judge Dart 20
because everybody is fearful when you come to court. 21

I was fearful as well and I'll never forget that but 22
Judge Dart showed me that he was an excellent judge to 23
all the other people. Very fair and it made me feel 24
very comfortable but however, the bank has operated in a 25
way that's, I mean, to threaten someone to take their 26
place and bring a fraud to court, I think it's in very 27
poor taste especially when I've notified them and said 28
to them 'Listen, I've got the money to fix it up. Let's 29
come to another agreement. Instead of making an 30
interest only loan that's going to be a death contract, 31
let's make a contract where it can be fulfilled' because 32
even under contract law, if you look at basic contracts, 33
how they're signed, this one fails in many ways. 34
It lends 96% of its asset and lends 85% of its 35
profit so I can never pay it off. I can never get out. 36
So, we'll go through and I'll finish my argument with the 37
document that they actually sent me that has the 38

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23

12 court cases which are basically saying that this 1
bunch of loans were not asset stripping, you know, of 2
any bad way. 3
But what we have got in here, actually in the 4
document, is a lot of ammunition for me. If you want to 5
start stepping through it, it talks all about in here 6
that unless there is a fraud. Unless there is a 7
misrepresentation. Unless there's this, unless there's 8
that and the ANZ Bank is sending me this stuff. 9
I was in shock what I started reading. I was like 10
(INDICATES). Nothing against the lawyers because the 11
lawyers and myself, there's no need for us to have any 12
malice or anything but really, the whole thing is just 13
the strangest, especially when we're talking about the 14
jurisdiction stuff. 15
You know, I feel So, bad in saying it because you've 16
come here to do your job and everything today but also 17
someone proves to me on a piece of paper and no-one's 18
ever been able to do it. Like I say to people 'I'll 19

give you \$1,000 if you can prove it'. Okay, we'll make 20
 it 10,000. Show me your prerogative writ or your grant 21
 of power. 22
 I'm sorry, believe me I am because I know what this 23
 is going to do if it goes. There's too many people 24
 arguing it now because it's fact. With that, would you 25
 like me to run through these cases? 26
 HIS HONOUR: If there is anything you want to tell me 27
 about any of those cases, Mr Haughton, you can. 28
 MR HAUGHTON: I'll just run through one or two, you 29
 know, because all the cases have got the same sort of 30
 tone to them where they say 'Once you sign a contract' - 31
 HIS HONOUR: You're stuck with it. 32
 MR HAUGHTON: But if you sign a contract and there is 33
 maladministration and you're not and it's riddled 34
 through here if there's a fraud, if there's a 35
 misrepresentation and that's what we have got here today 36
 and that's why I said the ANZ really have acted in - 37
 HIS HONOUR: What's the fraud? 38

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24

MR HAUGHTON: They filled out the loan application 1
 form. 2
 HIS HONOUR: And what's the misrepresentation? 3
 MR HAUGHTON: They filled out the loan application 4
 form. There is a \$5 million house in there that they've 5
 put in there and \$1.5 million worth of shares in that 6
 company and I'm worth \$7 million. I've never even met a 7
 person who's got a home worth \$5 million, never mind in 8
 Adelaide. 9
 How many \$5 million homes are there in Adelaide? 10
 There'd only have to be a handful. If it wasn't so bad, 11
 you know, I suppose you wouldn't laugh about it because 12
 you'd just think 'How can they get away with it?'. 13
 If I can just draw your attention and I'll try and 14
 line it up as quickly as I can for you, your Honour. If 15
 we go to Westpac Banking Corporation v Chadha, go to 16
 s.39. 17

HIS HONOUR: Yes. 18
MR HAUGHTON: I'll just run through a few of these 19
because it's repetitive all the way through, the same 20
sort of - I haven't read it all in detail but I read a 21
few and they were all going the same way. There's 22
enough here for anybody with common sense just to sort 23
of say 'There's a problem'. I'm not, you know, 24
litigating in a vexatious way. 25
If we have a look at s.39. 26
HIS HONOUR: Yes. 27
MR HAUGHTON: Have a look at what it says here. I'm 28
sorry yours is not marked but if we go on to the fourth 29
line, it says 'I take that to mean that the lending of 30
money' - and I'll let you read that for yourself, your 31
Honour because you'll read it in one second. 32
So, that is, however, what has happened to my case. 33
Are we right there? Can we go to the next page to s.48, 34
the legal principles relating to the signing of 35
contractual documents? 36
HIS HONOUR: Yes. 37
MR HAUGHTON: So, if we go down to the second paragraph, 38

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it says: 1
'When the document containing contractual terms is 2
signed in the absence of fraud -' 3
Or I will add misrepresentation, 4
'- the party signing is bound.' 5
That's what we have got. We've got fraud and we've got 6
misrepresentation. If we go down to 43, it keeps going 7
on again: 8
'In the absence of fraud or some other special 9
circumstances of the character mentioned.' 10
That's at 43 on p.11. 11
CONTINUED 12

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26

So, if we can move over to page - and we are nearly 1
finished your Honour, move to s.51, part 51 I'm sorry, 2
sorry - why does that go to those numbers, it goes 45 on 3
p.12, 45, 57, it goes 51 and 33. I'm sorry, I am 4
inexperienced at reading this thing, can you see where I 5
am at there and it says 'The respondents each having 6
executed the loan agreement' 7
HIS HONOUR: Yes, I can find that. 8
MR HAUGHTON: On the second line it says: 9
'And not having been induced to do so by fraud, mistake 10
or misrepresentation'. 11
We can go over to the next one now, so we go down from 12
33 to 35 but over on to p.13, So, the second sentence 13

down: 14
'Operation of a statute or other legal equitable 15
principle applicable to this cause.' 16
Well, the statutes are definitely there and have been 17
affected but I also notice down here it talks about the 18
rules of Common Law which was interesting when I saw 19
that because we are not under Common Law in this country 20
at all. We are under the unification of private law of 21
the Unidroit Treaty of 1974 which is the unification of 22
international private law in our Australian land and in 23
our courts without a referendum, once again I say. 24
So, if we move to p.14. 25
HIS HONOUR: Yes. 26
MR HAUGHTON: There was a valid point I wanted to make, 27
So, if you look down at 114, So, it's 58, 59, it is right 28
down the bottom, it says 121 the material second speech 29
reading. 30
HIS HONOUR: Yes. 31
MR HAUGHTON: So, that there talks about the legality of 32
a speech reading but however, in my constitutional 33
argument The Corporations Act 2001 has no second or 34
third speech reading. Nothing. It is empty, here it 35
is, we can see the comments by Hayne and the ANZ bank 36
has already privileged this document.?? I sent this to 37
Delano many weeks ago and told him about it: 38

.KRD...00106 27

'So, Kirby, can I ask you in all that paper that we have, 1
do we have the second speech reading for The 2
Corporations Act on s.459 and/or the explanatory 3
memorandum.' 4
Mr William from the taxation department: 5
'I do not believe so.' 6
Your Honour, because they don't have it because in here 7
which they are privy to which means that COAG is 8
unlawful, the whole lot of it is unlawful because this 9
was created to stop the cross festing from civil law 10
into - well, from Common Law into civil law and civil 11

law into Common Law with the previous Corporations Act 12
 but it didn't fix it, they never read it. 13
 When you see this you are going to go to our 14
 politicians, I'm telling you, the biggest criminals are 15
 out, the biggest criminals are out, not in, out. So, no 16
 speech reading for the 2001 Corporations Act but if we 17
 look at the ANZ's, one of their documents, I can't 18
 remember which exactly one it was but it says that they 19
 are not tied to this because other people have run this 20
 in court against the corporations, where does this - 21
 everybody in is that COAG is held to this. The COAG's 22
 corporations are held to an invalid law Corporations 23
 Act, this is why this case really should be gotten rid 24
 of sine die. It is only my opinion once again your 25
 Honour because it's dangerous, it's dangerous for the 26
 ANZ and it's dangerous for the court. In my opinion 27
 only. 28
 If we travel on to page to - because there is no 29
 Common Law in this country full stop and no referendum 30
 to remove it. So, if we travel to p.15 of this document 31
 and I think this is about the last one your Honour, so 32
 if we go down to No.62 on p.15 where it says No.6 there. 33
 HIS HONOUR: Yes. 34
 MR HAUGHTON: If we just go down to the fifth line it 35
 says: 36
 'It is made plain especially ... is pleased at special 37
 disadvantage.' 38

.KRD...00106 28
 That is what they did, they created a loan without my 1
 authority and then just gave it to me. 2
 HIS HONOUR: What's the special disadvantage? 3
 MR HAUGHTON: The special disadvantage that they filled 4
 out the loan application form and gave me a loan telling 5
 me not what the payments were, to give me a loan that 6
 would only really soak up the interest because that is 7
 what the last \$400,000 basically did, it just sat there 8
 and soaked up the interest of the first illegal loan 9

they gave me or the unlawful loan because they are all 10
unlawful, they use the same documents in the beginning, 11
the bank records and the tax records to create the first 12
one. When that got into trouble they thought, well, no, 13
we have made a mistake on the first one, we will try and 14
get a rubber out and rub some figures in their five 15
million dollar house and all these other dishonest and 16
untruths ~~distruths~~ to one, obviously for the agent of the 17
bank, 18
they get their three or their 4,000 and then two, 19
because the other agents of the bank, the hierarchy 20
above them are all on a pro bono basically. How many 21
people can you get to sign up loans and we don't care 22
what happens to those people, you just get out there and 23
get them signed because we have a securitised asset that 24
we want to securitise and we don't really give two 25
buggers about those unfortunate people. That is the 26
mentality in the bank of the hierarchy. They don't give 27
any damn about no-one with no money. I mean, if you have 28
got no money they just class us as stupid but it is not 29
actually the fact, it's just that we've been duped. 30
So, that's about all I have to say your Honour except 31
I would just like to remind your Honour of s.34 in the 32
1914 Crimes Act, that if you proceed I will arrest and 33
lodge documents against you and the Federal Court 34
holding the seals of the Prime Minister and ask for 35
compensation against you. I'm sorry but that's - you 36
can see where I'm coming from your Honour, I don't wish 37
to - it saddens me every day when I look at this thing 38
because I just find out more lies and I just cannot

.KRD...00106

29

believe that these people in this country have done it 1
to our families and our children. They have got 2
children too, what, are they asleep? I just don't get 3
it. So, I'm not going to let this go because I can't. 4
HIS HONOUR: I understand that. 5
MR HAUGHTON: Thank you very much your Honour. 6

HIS HONOUR: Thank you Mr Haughton. Ms Jones. 7

MS JONES: Just running through some of the points 8
raised by Mr Haughton. In respect of the various 9
constitutional and legislative arguments, I don't 10
propose to respond to them at all in my submission, they 11
are irrelevant and well beyond the scope of an 12
application before your Honour today and I'd also submit 13
your Honour that the provisions of the Real Property Act 14
that the plaintiff seeks to rely on are well established 15
and tested in this court and others. 16

Going through - just a brief comment on the writ of 17
habeas corpus that was handed up, from my brief perusal 18
it appears to be nothing more than a claim. It doesn't 19
appear to be - 20

MR HAUGHTON: It's a claim of writ which means bring 21
the body to the court - sorry to interrupt, just so I 22
can explain it. 23

HIS HONOUR: What Ms Jones is saying Mr Haughton is 24
that it doesn't appear that an order has been made. 25

MR HAUGHTON: Yes, the orders have been made now. It is 26
in process. The fact that they accepted it is the fact 27
that it is real. Because it is going to come to it here 28
and it is going to come to it over there in the privy 29
counsel very shortly because it's bubbling, everything 30
that I'm saying and it's like I have numerous 31
conversations with the police and I say: 32
'Listen, you guys have to wake up because we need you, 33
we can't have a lawless society because in the end this 34
is going to end up in just'???. 35
- we don't know, the money is no good, it is scary for 36
our people and I want to sort it out in a - and 37
notwithstanding my obligations to the ANZ but the ANZ 38

.KRD...00106 30

have you know acted very aggressively towards me, 1
unconscionably towards me when I have been willing to 2
negotiate by bringing it to court and bringing a 3
document that they have filled out into court and trying 4

to con me that I've - I'm party to that. We also have 5
to look your Honour at how many other of these are 6
sitting inside the ANZ bank where people have come - 7
HIS HONOUR: We will only worry about yours today. 8
MR HAUGHTON: Yep, sure your Honour, thank you very 9
much. 10
MS JONES: Mr Haughton prefaced much of his 11
submissions with a submission that, I might say some 12
evidence but we'll take it, that he has the money to fix 13
the loan up. 14
HIS HONOUR: Yes. 15
MS JONES: That is something I will return to a bit 16
later but in my submission if that is the case then 17
Mr Haughton ought to pay that money into court and he can 18
have all of these theories of his and arguments of his 19
tested in a proper trial. That is a submission that I 20
will come back to if your Honour is not minded to make 21
the order for possession today. The primary submission 22
being that your Honour ought make the order for 23
possession. 24
I would now like to turn to the question of the what 25
I might call a bundle of submissions about nondisclosure 26
in respect of a loan application form. If I could take 27
your Honour to the affidavit of Delano Leen, the fourth 28
affidavit of Delano Leen, 24 May 2019. 29
CONTINUED 30

.KRD...00106 31
MS JONES: That affidavit addresses this question. 1
I will confine my submissions to the affidavit, but the 2

purpose of this affidavit was to address the suggestion 3
that documents had been requested and not provided. 4
HIS HONOUR: Yes. 5
MS JONES: So, what Mr Leen has done in this 6
affidavit is, in essence, bundle the various allegations 7
that have been made in the affidavit material and 8
correspondence. 9
If I can take your Honour to Exhibit DL3, that is a 10
letter from my firm to Mr Haughton providing a copy of 11
documents. You'll see there there's the initial letter 12
of offer, subsequent letter of offer and the memorandum 13
of mortgage. 14
HIS HONOUR: Yes. 15
MS JONES: Now, that it doesn't on its face address 16
the loan application form at that point in time. 17
Mr Leen also deposes to the fact that he's informed 18
by Fisher Jeffries instructor of ANZ that on 13 March 19
she had been contacted for some documents and then 20
Mr Leen exhibits at DL4 an email of 18 March were in 21
response to that request further documents are attached. 22
So, again, a further copy of the loan agreement and 23
pointing out the fact that it had been provided 24
previously and also attaching the copy of the loan 25
application. 26
HIS HONOUR: Yes. 27
MS JONES: Your Honour will see that's attached. 28
MR HAUGHTON: Your Honour, I fully concede to that. 29
It's just that we couldn't - we were trying to 30
forensically look at the documents and as the forensic 31
document examiner said, he goes 'Pages have been stapled 32
together, they're not running pages'. So, we already 33
know that it's not - we shouldn't say it's not right. 34
Something's wrong. There is something that we are 35
failing to understand and we're not being told it, 36
that's our position, and that's why I kept asking for it 37
because we just - we just want to see some factual 38

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evidence. Standing fact. 1
HIS HONOUR: Thank you. 2
MS JONES: So, your Honour, while I have that 3
document with me it may be appropriate to make some 4
further submission on that which is relevant to some of 5
the submissions to be made in response to Mr Haughton's 6
further submissions. 7
Your Honour will see that the document is a loan 8
application and if your Honour goes to the final page, 9
your Honour will see that there is a signature on that 10
document which appears to be a signature of Mr Haughton. 11
At no stage has Mr Haughton put any evidence or 12
submission forward that that's not his signature. 13
MR HAUGHTON: I'm sorry, which page was that? We spoke 14
about this on the way through here. I told you that's 15
my signature but that's the only page I ever seen. I have 16
never seen the other pages, because they got none of my 17
signature, they're not signed by me, it's not my 18
handwriting on it. 19
MS JONES: The only point I seek to make at the 20
moment is that you have not put forward any evidence 21
that you didn't sign this loan application. 22
MR HAUGHTON: Well, I'm sorry but - 23
MS JONES: Your Honour, perhaps you might need to 24
instruct Mr Haughton to stop interrupting me. 25
MR HAUGHTON: I'm sorry, I'm sorry. 26
HIS HONOUR: You talk to me, Mr Haughton, when it's 27
your turn. You don't talk to Ms Jones, alright? 28
MR HAUGHTON: I'm sorry. 29
MS JONES: So, as Mr Haughton has just verified, that 30
is his signature on the document and your Honour will 31
recall at the outset of my submission and as evidenced 32
by the email that Mr Haughton took you to, for the 33
purposes of today, ANZ was prepared to proceed on the 34
basis that it wasn't Mr Haughton's handwriting on the 35
document. 36

HIS HONOUR: Yes. 37
MS JONES: We say it's his signature. Even if we 38

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accept it's not his handwriting, in my submission, 1
that's not enough to hold ANZ out of its mortgage. It's 2
not unusual for loan application forms to be filled out 3
by a third party, in my submission. Your Honour has 4
probably seen many over the years. 5

The fact is Mr Haughton has signed the document and 6
he has applied for the loan, which is not cavilled with 7
and he has had the benefit of the funds. So, the fact 8
that there may be some elements of this document that 9
have been filled in and potentially are incorrect, I say 10
doesn't rise high enough to impugn the mortgage. 11

MR HAUGHTON: May I respond to that, your Honour? 12

HIS HONOUR: No, let Ms Jones finish. 13

MR HAUGHTON: Sorry. I thought you had, sorry. 14

MS JONES: Your Honour, Mr Haughton made a 15
submission that he'd written letters to ANZ about this. 16
The submission was along the lines that, you know, it's 17
been an inappropriate response to bring the matter 18
before the court when he's tried to resolve it. There's 19
no evidence of those communications before the court so, 20
in my submission, your Honour needs to ignore that 21
submission. 22

Furthermore, any discussions that may have occurred 23
are very likely to be without prejudice and accordingly, 24
I don't seek to make any submissions to your Honour - 25

HIS HONOUR: Thank you. 26

MS JONES: - but your Honour might draw from that if 27
there have been. 28

In respect of the Code of Banking Practice, 29
Mr Haughton took your Honour to pp.3-4 of I think what 30
he called exhibit book 1. 31

HIS HONOUR: Yes. 32

MS JONES: ANZ accepts that it's a signatory to the 33
Code of Banking Practice, accepts the duty set out there 34

in clause 27.1, says for the purposes of today even if 35
that duty has been breached, that's not a concession, 36
it's just making the point that even if there is a 37
contractual argument that that promise has not been 38

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complied with, that ANZ hasn't exercised its rights in 1
accordance with that section. Again, the submission is 2
that that's not sufficient to impugn the mortgage, 3
particularly in circumstances where Mr Haughton has had 4
the benefit of the funds. 5
The next things Mr Haughton tended to address was 6
the loan application, but I consider that I've already 7
dealt with that. 8
Throughout his submissions Mr Haughton referred to 9
the agent of the bank. In my submission, there's no 10
evidence before you to find that there is any relevant 11
agent of the bank. I apprehend that Mr Haughton is 12
intimating that the person who filled out the form was 13
the agent of the bank. There's no evidence before your 14
Honour as to who did fill out that form. If it was a 15
third party other than someone from the bank, there's no 16
evidence that that person is an agent of the bank and it 17
doesn't follow that that person would necessarily be an 18
agent of the bank. 19

HIS HONOUR: True. 20

MS JONES: Similarly, Mr Haughton took your Honour 21
to his tax return and made some submissions about that 22
in the context of my overarching submission that even if 23
there was a question about whether the duty had been 24
effectively discharged, that Mr Haughton nonetheless 25
hasn't impugned the mortgage, has had the benefit of the 26
funds and absent making restitution, he can't simply 27
walk away. 28

Mr Haughton took your Honour to, at p.41 of exhibit 29
book 1, some bank statements of the Commonwealth Bank of 30
Australia. 31

HIS HONOUR: Yes. 32

MS JONES: Mr Haughton referred to those as the 33
documents the bank relied on. There is no evidence the 34
bank did rely on them, but in any event the primary 35
purpose of Mr Haughton in taking your Honour to those 36
documents appears to be to persuade your Honour that 37
they demonstrate that the business was incurring a loss. 38

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In my submission, they do not do that, they are simply 1
bank statements with debits and credits, and the fact 2
that in one particular bank account debits might exceed 3
credits, does not equate to a loss in an accounting 4
sense. 5

Your Honour doesn't have evidence of whether there 6
are any other bank accounts of the business or any other 7
assets available to the business or to Mr Haughton to 8
meet his obligations under this loan. 9

In respect of the capital value of the land that was 10
referred to, your Honour was taken to the council search 11
and Mr Haughton made a submission that the bank had lent 12
it 96% of that capital value. Again, in my submission, 13
that doesn't rise high enough to impugn even the lending 14
decision let alone the mortgage. How much security a 15
bank chooses to take for a loan is a matter of risk 16
management for the bank. 17

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MS JONES: Mr Haughton referred a few times to fraud 1
and your Honour asked the specific question about what 2
is the alleged fraud and what is the alleged 3
misrepresentation. Mr Haughton's response and, in my 4
submission, the documents can rise no - or on the 5
evidence it can rise no higher than this, was that it's 6
not his handwriting on the loan application. In my 7
submission, that falls well short of an allegation of 8
fraud sufficient to impugn this entire transaction, 9
particularly in circumstances where Mr Haughton has 10
signed the loan application, he's knowingly received the 11
funds, he's drawn down on the funds, he's used them and 12
he has said to your Honour from time to time that he can 13
fix this, and he's also made submissions about attempts 14
to talk to the bank and he has said things along the 15
lines of 'I've tried to talk to the bank to say we need 16
to fix this up, we need to change this to something 17
that's' - I think he used the word 'fulfillable'. My 18
understanding of Mr Haughton's submission there was that 19
he was trying to say to the bank that we need to rewrite 20
this loan So, that I can actually pay it back in an 21
affordable and manageable manner. 22
In respect of the reference to the Chadha decision - 23
MR HAUGHTON: What was that, I'm sorry? 24
MS JONES: The decision that you took his Honour to, 25
Westpac v Chadha. 26
MR HAUGHTON: Yeah. 27
MS JONES: - essentially the passages that your 28

Honour was taken to really did relate to observations by 29
his Honour, Peek J I believe, as to when a bank might be 30
kept out of its entitlements and the reference to fraud 31
was made there and, again, I repeat the submission that 32
Mr Haughton's failed to establish any fraud. At best 33
he's established, based on the concession that we've 34
made for the purposes of today's hearing, that some 35
numbers on a loan application form are not in his 36
handwriting, he nonetheless signed the form, he 37
nonetheless received the funds. 38

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In conclusion, in my submission, the bank has made 1
out its entitlement for an order for possession and the 2
order should be made today. 3
If your Honour is against me on that and considers 4
that there are triable issues, in my submission your 5
Honour ought order that the full amount of the mortgage 6
debt be paid into court in accordance with the 7
principles of Commonwealth Bank v Inglis. Mr Haughton 8
has said here today that he can pay it, so there will be 9
no prejudice there, whereas the bank is being prejudiced 10
by ongoing delay in payment, no payments are being made. 11
But it might be appropriate for me to take you to 12
the affidavit of Ms Stankovska of 26 June 2009. In that 13
affidavit Ms Stankovska deposes to the current balance 14
of the debt. Your Honour will see that the balance is 15
\$1,141,721.18. Simple arithmetic, that's 141,721.18 16
over the limit, 1 million. So, that amount is clearly in 17
default and interest is accruing on that balance at the 18
rate of 10.28% per annum which is approximately \$320 per 19
day, which on my calculations, I apologise, they are not 20
for your Honour, but I calculated that out at about 21
\$10,000 a month. In fact, it might be more than that, I 22
might have to do some mathematics. But my recollection 23
is that is how I calculated it out. 24
But in light of what's before your Honour today, in 25
my submission, if the order for possession is not to be 26

made, it's more appropriate that the full mortgage money 27
be paid into court. 28
Those are my submissions. 29
HIS HONOUR: Mr Haughton, is there anything else you 30
want to tell me that you haven't already told me? It's 31
unusual to let the defendant have two goes at this, but 32
seeing you're representing yourself, if there is 33
anything else that you haven't already told me that you 34
think you should tell me. 35
MR HAUGHTON: Thank you kindly. There's a couple of 36
things that the plaintiffs have said there which are 37
completely incorrect. I mean, even saying them is 38

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making me go 'Why would you say that?', you know, 1
because it says clearly on the front form the statement 2
is to be filled out by me. So, whether I signed that 3
document or not, if those three pages aren't filled out 4
by me, then that document is not complete. 5
HIS HONOUR: No. 6
MR HAUGHTON: So, arguing that is, to me, nonsensical. 7
HIS HONOUR: All right, I understand what you're 8
saying. 9
MR HAUGHTON: Thank you very much. And not really - 10
just really I would like to just go back to a 11
jurisdiction, because that is actually bigger than this 12
and when I also did say that I have the money to fix it 13
up, I never said I've got the money to fix the whole 14
lot. I've always been willing to make the 15
payments. I 15
have got numerous emails going to the bank disclosing 16
this. I've never tried to walk away as they suggested, 17
that's not the argument, the argument is to come to a 18
fair and reasonable outcome So, everybody is happy, not 19
one person getting ripped off because someone else fills 20
out their loan application form and gives them a loan 21
that they can't forward where the interest eats it all 22
and I don't get any - what use did I get from it? I got 23

interest. 24

HIS HONOUR: You've already told me about that one. 25

MR HAUGHTON: Okay, thank you very much your Honour. I 26

will leave it for that then now, your Honour. Yep, 27

okay, thank you very much for the second - 28

HIS HONOUR: Second go. 29

MR HAUGHTON: Yep, thank you. 30

MS JONES: Your Honour, sorry, Mr Haughton had a 31

second go, I wonder if I might? It just occurred to me 32

that there was one matter that I meant to submit to your 33

Honour that I didn't put, it's very, very brief. 34

HIS HONOUR: All right. 35

MS JONES: Mr Haughton hadn't put forward any 36

evidence or submission that he was actually misled or 37

induced to enter into the loan as a result of his 38

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handwriting not being on the document. 1

HIS HONOUR: Yes. All right. What I'm going to do 2

Mr Haughton is reserve my decision, which means I'm 3

going to go away and think about it. I'm going to read 4

your documents again. 5

MR HAUGHTON: Yes. 6

HIS HONOUR: And as soon as I can I will publish my 7

decision which will probably be emailed to you and to 8

Ms Jones. 9

MR HAUGHTON: Very kind, thank you your Honour. What 10

sort of time frame would be - 11

HIS HONOUR: It will be before September but I can't 12

tell you any more than that. 13

MR HAUGHTON: Okay, then, thank you. 14

HIS HONOUR: It depends on all the other things that 15

have to be dealt with. 16

MR HAUGHTON: Yes, no worries. Just on that note your 17

Honour, because I have a few workers there, you know, 18

and obviously the reason I tried to speak to the ANZ 19

Bank early, because I didn't want to get it to a 20

crescendo where it goes bang, because it's avoidable 21

anyway and in the end if they claim the land back - if 22
the ANZ had one bit of smart commerciality except for 23
doing what they do, they would go and have a look at the 24
block of land and say even if we repossess this we are 25
going to lose money. 26
MS JONES: I can talk to Mr Haughton about that. 27
MR HAUGHTON: Yeah, yeah, no worries. 28
HIS HONOUR: That's another question Mr Haughton. 29
MR HAUGHTON: Yeah, yeah. 30
HIS HONOUR: I will reserve my decision. We will 31
adjourn the court and we will be in touch in due course. 32
MR HAUGHTON: Okay, thank you, your Honour. 33
DECISION RESERVED 11.20 A.M. 34
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