

Form 59
Rule 29.02(1)

Affidavit

No. NSD 1220 of 2020

Federal Court of Australia
District Registry: Sydney NSW
Division: Commercial and Corporations

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

MELISSA LOUISE CADDICK & ANOR

Defendants

Affidavit of: **Michael Kevin Hayter (in relation to Edward Grimley and Barbara Grimley)**

Address: Level 4, 20 Hunter Street Sydney

Occupation: Solicitor

Date: 17th February 2022

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I, **Michael Kevin Hayter**, Solicitor, of Level 4, 20 Hunter Street, Sydney New South Wales 2000, say on oath:




Filed on behalf of

Bruce Gleeson & Daniel Robert Soire, Receivers of the Property of
Melissa Louise Caddick

Prepared by

Michael Kevin Hayter

Law firm

Swaab

Tel 02 9233 5544

Fax 02 9233 5400 Ref: 217242

Email mkh@swaab.com.au

Address for service

Level 4, 20 Hunter Street, Sydney NSW 2000

1. I am the solicitor on record for Mr Bruce Gleeson and Mr Daniel Robert Soire, the Liquidators of Maliver Pty Ltd (In Liquidation) and Receivers to the property of Melissa Louise Caddick (**Ms Caddick**).
2. At the time of swearing this Affidavit, an Exhibit has been prepared on my behalf and I will refer to the documents in the Exhibit in tabulated order from time-to-time throughout this Affidavit as **EX "MKH2"**.
3. I refer to the Judgment delivered by the Honour Justice Markovic in these Proceedings on 22 November 2021 (**the Judgment**).
4. I note that pursuant to Order 6 of the Judgment, the Receivers of the Receivership Property were required to give Notice to any Interested Party of their intention to possess or realise any of the Receivership Property and to inform those Parties in writing that they should advise the Receivers within fifteen (15) business days if they objected to the taking of possession or sale of any such Receivership Property, specify the basis of their objection and provide documentary evidence in support of their objection.
5. The Receivers instructed Swaab Lawyers to serve a Notice upon Edward Grimley and Barbera Grimley (**the Grimleys**). The Grimleys are Ms Caddick's parents and currently reside in the property located at [REDACTED] of which Ms Caddick is the sole proprietor. Therefore, the Receivers were of the view that the Grimleys were an Interested Party.

Service of Notice on the Grimleys and Objections

6. Set out in the table below in chronological order is correspondence sent to and received from Baker & McKenzie, the solicitors for the Grimleys for the period from 24 November 2021 to 8 February 2022 regarding the Notice and the Objections.

Content	Date	Page of EX MKH2
Email and letter from Swaab to Baker McKenzie attaching Notice and Orders	24 November 2021	4 - 14
Email from Baker McKenzie to Swaab	3 December 2021	
Email and letter from Swaab to Baker McKenzie	8 December 2021	15 - 18
Email from Maria O'Brien of Baker McKenzie to Swaab	10 December 2021	19 - 20
Letter from Baker McKenzie (without attachments)	15 December 2021	21 - 31


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Email and letter from Baker McKenzie to Swaab (without attachments)	21 January 2022	99 - 111
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7. In the letter dated 15 December 2021 Baker & McKenzie raised objections to the Receivers dealing with the following items:

- (a) The property located at [REDACTED] Edgecliff NSW; and
- (b) Particular items of jewellery that were in Ms Caddick’s possession.

Sworn by the deponent
 at Sydney
 on 17th February 2022
 Before me:

)
)
) 
) _____
 Signature of deponent



 Signature of witness
 Solicitor
 Level 4, 20 Hunter Street Sydney NSW 2000

JONATHAN PAUL YOUNGER

EXHIBIT NOTE MKH - 2

COURT DETAILS

Court	Federal Court of Australia
Division	Commercial and Corporations
Registry	New South Wales
Case number	NSD1220/2020

TITLE OF PROCEEDINGS

First plaintiff	Australian Securities and Investments Commission
First defendant	Melissa Louise Caddick and Anor
Number of defendants	2

This is the Exhibit marked "MKH - 2" to the Affidavit of Michael Kevin Hayter produced, shown and exhibited at the time of swearing this Affidavit before me on



Name:

JONATHAN PAUL YOUSLER, Solicitor
Level 4, 20 Hunter Street, Sydney NSW 2000.

From: Kyna Messias on behalf of Michael Hayter
Sent: Wednesday, 24 November 2021 6:07 PM
To: Kate.Gillingham@bakermckenzie.com
Cc: Kyna Messias; Suzi Stojanovski
Subject: Australian Securities and Investments Commission vs Caddick 2021 FCA 1443 - Judgment Delivered 22 November 2021 ("the Judgment") [SWA-AB.FID327846]
Attachments: Letter and Notice to Mr and Mrs Grimley.pdf

Dear Ms Gillingham,

Please see attached.

Kind regards,

Sent for and on behalf of

Michael Hayter
Partner
Swaab
T +61 2 9233 5544 | F +61 2 9233 5400
mkh@swaab.com.au | www.swaab.com.au | [Profile](#) | [vCard](#)

24 November 2021

Kate Gillingham
Baker McKenzie
Tower One - International Towers
Sydney
Level 46, 100 Barangaroo Avenue
Sydney NSW 2000
Australia

ABN 71 028 846 652

Level 4, 20 Hunter Street
Sydney NSW 2000

DX 522 Sydney NSW

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swaab.com.au

Dear Ms Gillingham,

**Australian Securities and Investments Commission vs Caddick 2021 FCA
1443
Judgment Delivered 22 November 2021 ("the Judgment")**

As you are aware, we act for Mr Bruce Gleeson and Mr Daniel Robert Soire who pursuant to a Judgment of her Honour Justice Markovic on 22 November 2021 have been appointed Liquidators of Malliver Pty Ltd (In Liquidation) and Receivers to the property of Melissa Louise Caddick.

We refer to the terms of the Judgment and note that prior to realisation of Receivership Property our clients are required to give notice in writing to affected parties. We note that you act for on behalf of Edward Grimley and Barbara Grimley in the Federal Court Proceedings.

We attach by way of service upon Mr and Mrs Grimley a Notice pursuant to Order 6 of the Judgment to Mr and Mrs Grimley that our clients intend to take possession of and realise Receivership Property as specified in the Judgment and identified with more particularity below. We note that pursuant to the terms of the Judgment and after receipt of the attached Notice by your clients, your clients are required to advise our clients within 15 business days if they object to the taking of possession or sale of any of the Receivership Property and specify the basis of their objections and provide documentary evidence in support of their objections. If your clients choose not to provide details of any objections then such matter will be advised to the Federal Court when our clients make an application (sometime after the expiration of 15 business days) authorising them to sell such Receivership Property.

Contact

Michael Hayter
Partner
mkh@swaab.com.au

Our ref
216008

By email
Kate.Gillingham@bakermckenzie.com.au

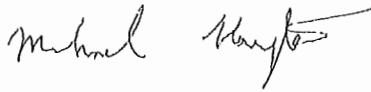
Marla.obrien@bakermckenzie.com.au

We note that a reference to the Receivership Property includes but is not limited to;

- a) The Edgecliff property registered in the name of Melissa Louise Caddick;
- b) The Vacluse property registered in the names of Melissa Louise Caddick and Adam Grimley;
- c) All shares whether listed or otherwise in the name of Melissa Louise Caddick; and
- d) All personal effects including paintings and jewellery of Melissa Louise Caddick.

You have previously provided details of monies paid by your clients to their daughter and her Company, Maliver Pty Ltd. In reply we have requested your clients provide specific details of payments (for clarity source documents) they have received from their daughter and her Company. Our clients need and require this information as soon as possible. Please confirm your clients will provide the information.

Yours Truly,

A handwritten signature in black ink, appearing to read "Michael Hayter". The signature is written in a cursive style with a long horizontal stroke extending from the end.

Michael Hayter

NOTICE OF INTENTION TO REALISE THE RECEIVERSHIP PROPERTY

Re: The Property of Melissa Louise Caddick (Receivers Appointed)

**Pursuant to the Judgment of The Honour Justice Markovic in the Federal Court
proceedings No NSD 1220 of 2020**

**To: Edward and Barbera Grimley
C/- Baker McKenzie**

Via email only: Kate.Gillingham@bakermckenzie.com

In accordance with an Order made by the Federal Court of Australia on 22 November 2021 by the Honourable Justice Markovic, the Court made Orders that:

4. *Pursuant to s1101B(1) of the Corporations Act, Bruce Gleeson and Daniel Robert Soire of Jones Partners of Level 13, 189 Kent St, Sydney NSW 2000 be appointed as joint and several receivers (Receivers) of the Receivership Property for the purposes of:
 - (a) *identifying, collecting and securing the Receivership Property; and*
 - (c) *subject to Order 6 below, taking possession of and realising the Receivership Property.**
6. *Before taking possession of or realising any of the Receivership Property, the Receivers shall:
 - (a) *give notice to any interested party of their intention to do so and inform those parties in writing that they should:
 - (i) *advise the Receivers within 15 business days if they object to the taking possession of or sale of any of the Receivership Property and specify the basis of their objection; and*
 - (ii) *provide documentary evidence in support of their objection; and**
 - (b) *seek directions from the Court in relation to their intention to do so.**

Receivership Property means all property (as defined in section 9 of the Corporations Act 2001 (Cth) of the first defendant (being Ms Melissa Louise Caddick).

In accordance with Order 6(a) above, you may be an interested party and are therefore advised and given notice that we intend to take possession of and realise the Receivership Property. Receivership Property includes but is not limited to:

1. All real property registered in the name of Melissa Louise Caddick;
2. All shares listed or otherwise in the name of Melissa Louise Caddick; and
3. All personal effects including paintings and jewellery of Melissa Louise Caddick.

You, as an interested party, are to advise us within 15 business days of this Notice if you object to the taking possession of or sale of any of the Receivership Property and specify the basis of your objection. You are also required to provide any documentary evidence in support of your objection.

In the event no objection is received from you within 15 business days, we intend to seek directions from the Court to proceed with taking possession of and sale of the Receivership Property.

A full copy of the Orders is attached to this Notice for ease of reference.

If you have any questions regarding this Notice, please contact Mr Martin Vu or Ms Vanessa Duckworth of this office on (02) 9251 5222 or via email mvu@jonespartners.net.au

Dated 24th of November 2021



Bruce Gleeson
Joint and Several Receiver



Daniel Robert Soire
Joint and Several Receiver



Federal Court of Australia
District Registry: New South Wales
Division: General

No: NSD1220/2020

AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION
Plaintiff

MELISSA LOUISE CADDICK and another named in the schedule
Defendant

ORDER

JUDGE: JUSTICE MARKOVIC
DATE OF ORDER: 22 November 2021
WHERE MADE: Sydney

In these orders:

Investor Funds means the monies received by either the first or second defendant from investors as itemised in Updated Annexure I, including amounts paid as “management fees”.

Out of Pocket Investors includes the investors whose “total estimated amount” owing is greater than zero as identified by the Receivers in the last column of Updated Annexure I.

Receivership Property means all property (as defined in section 9 of the *Corporations Act 2001* (Cth) of the first defendant.

Receivers' Report means the report prepared by Bruce Gleeson and Daniel Robert Soire as receivers of the property of the first defendant dated 15 February 2021.

Updated Annexure I means the updated version of annexure I to the Receivers' Report, a confidential copy of which is attached to the affidavit of Bruce Gleeson sworn 12 May 2021 in this proceeding and identified with the heading “Updated Annexure I” (as updated from time to time).

THE COURT DECLARES THAT:

1. Each of the defendants, by providing financial product advice and dealing in a financial product, contravened s 911A of the Corporations Act in that they carried on a financial services business without holding an Australian Financial Services Licence:



- (a) in the case of the first defendant, from about October 2012 and continuing until about November 2020; and
- (b) in the case of the second defendant, from about June 2013 and continuing until about November 2020.

THE COURT ORDERS THAT:

- 2. Leave be granted to the plaintiff to file and serve a third further amended originating process in the form provided to the Court on 30 June 2021, to be filed electronically by 5.00 pm on 23 November 2021.
- 3. Leave be granted *nunc pro tunc* to the plaintiff, pursuant to s 471B of the Corporations Act, to continue this proceeding against the second defendant.
- 4. Pursuant to s 1101B(1) of the Corporations Act, Bruce Gleeson and Daniel Robert Soire of Jones Partners of Level 13, 189 Kent St, Sydney NSW 2000 be appointed as joint and several receivers (**Receivers**) of the Receivership Property for the purpose of:
 - (a) identifying, collecting and securing the Receivership Property;
 - (b) to the extent necessary, ascertaining the total quantum of Investor Funds and any funds advanced by any interested party to the first defendant and the identity of all investors who, in the Receivers' view, ought to be included as an Out of Pocket Investor as well as any interested party who may be a creditor of the first defendant;
 - (c) subject to Order 6 below, taking possession of and realising the Receivership Property;
 - (d) to the extent necessary, establishing an interest-bearing account with an authorised deposit taking institution nominated by the Receivers for the purposes of holding any net proceeds of realisation of the Receivership Property (**Receivers' Trust Account**); and
 - (e) subject to Order 7 below, seeking directions in relation to the distribution of funds in the Receivers' Trust Account.
- 5. The Receivers have the following powers:



- (a) the power to do all things reasonably necessary or convenient to be done, in Australia and elsewhere, for or in connection with, or as incidental to the attainment of, the objectives for which the Receivers are appointed;
 - (b) the powers under s 1101B(8) of the Corporations Act;
 - (c) the powers set out in s 420 of the Corporations Act save for the powers set out in subs 420(2)(d), (h), (j), (m), (n), (o), (s), (t) and (u) and provided that, wherever in that section the word 'corporation' appears, it shall be taken to include reference to the first defendant;
 - (d) the power to seek directions from the Court regarding any matter relating to the exercise of the Receivers' powers; and
 - (e) the power to require, by request in writing, any employee, agent, banker, solicitor, stockbroker, accountant, consultant or other professionally qualified person who has provided services or advice to the first defendant, to provide such reasonable assistance (including access to any documents, books or records to which the first defendant has a right of access or control) to the Receivers as may be required from time to time.
6. Before taking possession of or realising any of the Receivership Property, the Receivers shall:
- (a) give notice to any interested party of their intention to do so and inform those parties in writing that they should:
 - (i) advise the Receivers within 15 business days if they object to the taking possession of or sale of any of the Receivership Property and specify the basis of their objection; and
 - (ii) provide documentary evidence in support of their objection; and
 - (b) seek directions from the Court in relation to their intention to do so.
7. Before making any distribution of funds in the Receivers' Trust Account, the Receivers shall:
- (a) give notice to any interested party of their intention to do so and inform the said parties in writing that they should:



- (i) advise the Receivers within 15 business days if they object to the distribution of funds in the Receivers' Trust Account and specify the basis of their objection; and
 - (ii) provide documentary evidence in support of their objection; and
- (b) seek directions from the Court in relation to their intention to do so.
8. The above Orders do not affect the rights of any secured creditor holding a mortgage or other security interest over any of the Receivership Property.
9. For the avoidance of doubt, nothing in these Orders is intended to limit the right of the Receivers to seek directions from the Court.
10. Immediately upon Order 4 above taking effect, the appointment of Bruce Gleeson and Daniel Robert Soire of Jones Partners of Level 13, 189 Kent St, Sydney NSW 2000 as receivers pursuant Order 5 of the Orders made on 15 December 2020 (**Interim Receivers**) be terminated.
11. Pursuant to s 461(1)(k) of the Corporations Act, the second defendant, Maliver Pty Ltd (ACN 164 334 918), be wound up.
12. Bruce Gleeson and Daniel Robert Soire of Jones Partners of Level 13, 189 Kent St, Sydney NSW 2000 be appointed as joint and several liquidators of the second defendant (**Liquidators**).
13. Order 7 of the Orders made on 10 November 2020 be varied and leave be granted to the plaintiff to provide the Liquidators with unredacted copies of the affidavits filed by the plaintiff in this proceeding.
14. The remuneration, costs and expenses of the Interim Receivers for the period from 15 December 2020 to 22 February 2021 be fixed in the sum of \$188,017.84 inclusive of GST.
15. Paragraphs 9E, 9H, 9D and 26 of the plaintiff's third further amended originating process and paragraphs 2-4 of the Interim Receivers' interlocutory application filed on 2 March 2021 be stood over to a date to be notified.
16. Any party who wishes to make submissions in relation to the outstanding questions of costs referred to in Order 15 above is to file and serve written submissions, not exceeding four pages in length, by 13 December 2021.



THE COURT NOTES:

17. The redactions made in the copy of the reasons for judgment to be published on 24 November 2021 at 2.15 pm AEDT are made in accordance with the non-publication orders of this Court made in this proceeding.
18. The undertaking proffered by Bruce Gleeson and Daniel Robert Soire of Jones Partners that, if a possibility of conflict in or as between their roles as Receivers and Liquidators arises, they will approach the Court and give notice to the plaintiff and investors of that circumstance.

Date that entry is stamped: 22 November 2021

Sia Lagos
Registrar



Schedule

No: NSD1220/2020

Federal Court of Australia

District Registry: New South Wales

Division: General

Interested Person BRUCE GLEESON AND DANIEL SOIRE AS PROVISIONAL
LIQUIDATORS OF MALIVER PTY LTD ACN 164 334 918
AND RECEIVERS TO THE PROPERTY OF MELISSA LOUISE
CADDICK

Second Defendant MALIVER PTY LTD

From: Kyna Messias on behalf of Michael Hayter
Sent: Wednesday, 8 December 2021 2:34 PM
To: Kate.Gillingham@bakermckenzie.com
Cc: Maria.O'Brien@bakermckenzie.com; Kyna Messias
Subject: 20211208 - Correspondence RE Australian Securities and Investments Commission vs Caddick 2021 FCA 1443 [SWA-AB.FID348319]
Attachments: 20211208 Letter to Baker McKenzie re Mr and Mrs Grimley.pdf

Dear Ms Gillingham,

Please see attached correspondence.

Kindly note that the below link expires on 10 January 2022 and the password to access the documentation is **Swaab2021!**

<https://docx.swaab.com.au/index.php/s/p31uXOhxfq6Tvkq>

Kind regards,

Sent for and on behalf of

Michael Hayter

Partner

Swaab

T +61 2 9233 5544 | F +61 2 9233 5400

mkh@swaab.com.au | www.swaab.com.au | [Profile](#) | [vCard](#)

8 December 2021

Kate Gillingham
Baker McKenzie
Tower One - International Towers
Sydney
Level 46, 100 Barangaroo Avenue
Sydney NSW 2000
Australia

ABN 71 028 846 652

Level 4, 20 Hunter Street
Sydney NSW 2000

DX 522 Sydney NSW

T +61 2 9233 5544

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swaab.com.au

Dear Ms Gillingham,

**Australian Securities and Investments Commission vs Caddick 2021 FCA
1443
Judgment Delivered 22 November 2021 ("the Judgment")**

We refer to your letter dated 3 December 2021 and reply as follows:

1. In the spirit of cooperation and so as to assist your clients we attach a doc exchange link setting out all the correspondence and documentation our client has received in respect of the National Australia Bank loan relating to the Edgecliff Property. As to the documents provided to you in relation to National Australia Bank, we would request that you and your clients keep those documents confidential at this stage and not disclose the contents of those documents to any third parties without our clients' prior consent.
2. You will note that the documentation contains no reference to your clients being entitled to an interest in the Edgecliff Property or any reference to any potential contribution they may make in respect of the purchase of the Edgecliff Property.
3. As you would be aware from the Judgment and the Affidavits filed in the Proceedings it is the uncontroversial position that your clients have made no contribution to the actual purchase of the Edgecliff Property, but in fact they paid monies to their daughter subsequent to the purchase of such Property.

Contact

Michael Hayter

Partner

mkh@swaab.com.au

Our ref

216008

By email

Kate.Gillingham@bakermckenzie.com.au

Maria.obrien@bakermckenzie.com.au

4. It is also the uncontroversial position that the source of funds utilised by Ms Caddick to purchase the Property was funds misappropriated from Investors.

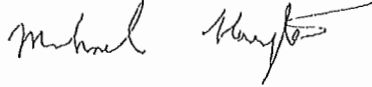
Without knowing at this stage whether your clients intend to maintain or put forward an entitlement to hold an interest in the Edgecliff Property in priority to Investors, we suggest that if they do so you possibly consider in your clients objections as to why your clients would have a priority over Investors bearing in mind the factual matrix outlined above. We understand your clients may maintain an entitlement to the Property insofar as any interest of Ms Caddick in the Property is concerned, but the correspondence received to date from your clients' lawyers does not deal with the competing priority claims of Investors who contributed to the actual purchase of the Property.

We are also uncertain at this stage whether your clients are going to continue to maintain a claim to some of the jewellery assets of Ms Caddick. However, to facilitate expedition we note that at this stage to date, no Particulars have been provided of conversations or correspondence by way of Particulars which could be said to give rise to even an arguable claim to such assets. It would be of assistance if your clients did intend to maintain a claim to those assets and indeed even the Edgecliff Property if they included in their objections detailed Particulars of any conversations or correspondence relied upon in support of such objections or alternatively confirm our clients can assume there were no such conversations or correspondence.

Finally, we note that despite again requesting that your clients provide Particulars of funds they have received from Ms Caddick, her Company Maliver Pty Ltd or from Investor Funds, such request has disappointingly been ignored. It is possible you may be collating that information. Could you confirm that is the position and that our client will be given a full disclosure of payments your clients have received from those parties. You'd appreciate that in circumstances where your clients are claiming to be creditors of Ms Caddick or her Company it is relevant and appropriate that your clients make a full and proper disclosure of all payments that they have received from those parties and / or payments

made for their benefit to third parties. We continue to await clarification of your clients' position in respect of those matters.

Yours Truly,

A handwritten signature in cursive script that reads "Michael Hayter". The signature is written in black ink and includes a long horizontal flourish at the end of the name.

Michael Hayter

From: O'Brien, Maria <Maria.O'Brien@bakermckenzie.com>
Sent: Friday, 10 December 2021 6:06 PM
To: Michael Hayter
Cc: Kyna Messias; Gillingham, Kate; Garvin, Millie; Diolúin, Cal
Subject: RE: 20211208 - Correspondence RE Australian Securities and Investments Commission vs Caddick 2021 FCA 1443 [SWA-AB.FID348319]

Dear Michael

Thank you for your letter of 8 December 2021 and the NAB documents provided.

The Grimleys are working on providing their response to the notice from the receivers dated 24 November 2021 (**Notice**) within 15 business days of receipt of the Notice, as required by the orders of Justice Markovic of 22 November 2021.

They are also endeavouring to obtain and review multiple years of bank statements and other records in order to respond to your query in relation to payments they received from Ms Caddick. In any event, the receivers have access to Ms Caddick's bank statements from which the receivers have already identified bank transfers from Ms Caddick to the Grimleys, and we are instructed that Ms Caddick made no cash payments (that is, payments other than by way of transfers between bank accounts) to the Grimleys.

We note that both Grimleys are over 80, with various health challenges, including that Mr Grimley was taken to St Vincents earlier this week where he remained for several days.

In the circumstances, we do not propose to respond otherwise to the matters raised by your letter of 8 December 2021 at this stage, given the focus on the above matters and the deadline for response to the Notice, but the reserve the right to do so.

To assist the Grimleys in responding to the Notice, and specifically in relation to the NAB documents provided by you on 8 December 2021, we would be grateful if you could please:

- * confirm whether the receivers have obtained documents from NAB and if so what was requested from NAB?
- * confirm whether the documents provided by you on 8 December 2021 were sourced from NAB or from the records of Ms Caddick/Maliver?
- * confirm that there are no emails or other records of communications between Ms Caddick and Ms Trinh Nguyen of NAB in either material sourced from NAB or the records of Ms Caddick/Maliver? We have seen an email between Ms Caddick, Mr Bartalesi and Ms Nguyen dated 28 November 2016 which was not included in the materials you provided.

Finally, we note that the NAB documents provided do not extend past 9 December 2016. Noting that:

- * the settlement on the Edgecliff Property did not actually occur until 18 January 2017;
- * we have seen email correspondence between Richard Bartalesi and Ms Nguyen dated 16 January 2017;
- * in an email to the Grimleys dated 22 November 2016, Ms Caddick refers to Ms Nguyen's anticipated involvement in the sale of the Grimley's Connells Point property, settlement of which occurred on 7 April 2017;
- * funds were disbursed by the Grimleys to Ms Caddick, being proceeds on the sale of Connells Point, on or around 3 April 2017 and 7 April 2017

we would have expected there to have been further NAB documents dated after 9 December 2016. Please confirm that there are no such documents, either in documents sourced from NAB or the records of Ms Caddick/Maliver?

Given the deadline to respond to the Notice, we would be grateful for your prompt response.

Regards

Maria O'Brien
Partner
Baker & McKenzie
Tower One - International Towers Sydney
Level 46, 100 Barangaroo Avenue | Sydney NSW 2000 | Australia

Baker McKenzie.

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Thank you.

From: Kyna Messias <ksm@swaab.com.au> **On Behalf Of** Michael Hayter
Sent: Wednesday, 8 December 2021 2:34 PM
To: Gillingham, Kate <Kate.Gillingham@bakermckenzie.com>
Cc: O'Brien, Maria <Maria.O'Brien@bakermckenzie.com>; Kyna Messias <ksm@swaab.com.au>
Subject: [EXTERNAL] 20211208 - Correspondence RE Australian Securities and Investments Commission vs Caddick 2021 FCA 1443 [SWA-AB.FID348319]

Dear Ms Gillingham,

Please see attached correspondence.

Kindly note that the below link expires on 10 January 2022 and the password to access the documentation is **Swaab2021!**

<https://docx.swaab.com.au/index.php/s/p31uXOhxfq6Tvkq>

Kind regards,

Sent for and on behalf of

Michael Hayter
Partner
Swaab
T +61 2 9233 5544 | F +61 2 9233 5400
mkh@swaab.com.au | www.swaab.com.au | Profile | vCard

Swaab

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ISO 9001:2015 Certified

Swaab will close at 5pm on Thursday, 23 December 2021 and will re-open on Monday, 10 January 2022 at 8:30am. We wish you all the best for the festive season celebrations and look forward to working with you in 2022.

Security warning: Law firms and their clients are being specifically targeted by fraudsters. For your protection, please *do not transfer money (to us or anyone else)* in response to an email payment request that appears to come from us, without first *verifying the account details with us by phone* using our number as shown on our website or letterhead, on your engagement letter or in your first email from us (and not any number given in the email request itself).

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We do not accept responsibility for any damage caused by this email (or an attachment) due to viruses, unauthorised access, alteration or interception.

Baker & McKenzie
ABN 32 266 778 912

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15 December 2021

CONFIDENTIAL

Michael Hayter
Swaab
Level 4, 20 Hunter Street
Sydney NSW 2000

By email

mkh@swaab.com.au

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Dear Michael

Melissa Caddick: Edward and Barbara Grimley

We refer to your letter dated 24 November 2021 (**Your Letter**) and the enclosed Notice (**Notice**). We also refer to your letter dated 8 December 2021 (**8 December Letter**) and our email dated 10 September 2021 in partial response to your 8 December Letter.

We are instructed to respond as follows.

At the outset it is important to note that ASIC has not alleged that Mr and Mrs Grimley (**the Grimleys**) had any knowledge of, or any involvement in, the matters the subject of ASIC's Originating Process. We have seen no evidence that impugns the Grimleys' honesty and integrity. Mrs and Mr Grimleys' evidence in the statutory declarations enclosed with this letter is that they had no knowledge of Ms Caddick's business affairs.¹

The Grimleys maintain the claims they have consistently asserted since the initial appointment of the Receivers in respect of:

- (a) the property at [REDACTED] Edgecliff purchased in the name of Ms Caddick (**Edgecliff Property**) at which they have resided since 17 March 2017; and
- (b) particular items of jewellery that were in Ms Caddick's possession.

Edgecliff Property

The Grimleys object to the Receivers taking possession of and selling the Edgecliff Property.

The Grimleys' assertions of their claims in respect of the Edgecliff Property

As you know, the Grimleys assert a proprietary interest of at least 37.37% in the Edgecliff Property, and a tenancy for life.

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* Associated Firm
** In cooperation with
Trench, Rossi e Watanabe
Advogados

¹ Paragraphs 3 to 5 of Mrs Grimley's Primary Statutory Declaration and paragraphs 91 to 93 of Mr Grimley's statutory declaration.

We refer to the following prior correspondence from the Grimleys to the Receivers asserting their interests:

- (a) letter from William James to Gillis Delaney dated 14 December 2020;
- (b) letter from William James to Gillis Delaney dated 21 December 2020;
- (c) letter from William James to Gillis Delaney dated 8 February 2021 (noting the version dated 9 February 2021 includes the attachments); and
- (d) letter from Baker McKenzie to Gillis Delaney dated 8 June 2021.

We enclose a copy of the Baker McKenzie letter of 8 June 2021 with the enclosures which include the William James letters. We also refer to the caveats lodged by the Grimleys over the Edgecliff Property, copies of which we enclose.

Statutory declarations by the Grimleys in support of their claims in respect of the Edgecliff Property and the Safekeeping Money

We enclose statutory declarations prepared by Barbara and Ted Grimley in support of their interests and their other claims against Ms Caddick and Maliver Pty Ltd (**Maliver**) (including claims in respect of monies that they paid to Ms Caddick and Maliver) as follows:

- (a) statutory declaration of Edward Grimley (**Mr Grimley's Statutory Declaration**) which we are arranging to be declared as soon as possible. There has been a delay as we noticed an issue with the attachments; and
- (b) statutory declaration of Barbara Anne Grimley made on 14 December 2021 regarding the Grimley's claims in respect of the Edgecliff Property (**Mrs Grimley's Primary Statutory Declaration**).

We draw your attention, in particular, to paragraphs 2, 3 and 4 of Mr Grimley's Statutory Declaration, and to the attached medical reports. Mr Grimley is 87 years old and has recently experienced a series of very serious medical issues, including an admission to St Vincent's Hospital in the period 5 to 7 December 2021, as well as the first anniversary of the loss of his daughter. Mrs Grimley is 82 years of age and has herself had serious health issues.

In the circumstances, and in the time available since Justice Markovic's judgment of 22 November 2021, these statutory declarations do not purport to be exhaustive of all facts and matters relating to the Grimleys' dealings with Ms Caddick or in respect of the Edgecliff Property; rather they are concerned to directly address the Grimleys' interest in the Edgecliff Property and the specific queries of the Receivers as to funds received by them from Ms Caddick.

The Grimleys reserve their rights to supplement this material, including once they have had access to further relevant documents, which as you would be well aware go back many years (including periods more than 7 years prior to the date of the ASIC proceedings). We note that the Receivers – unlike Mr and Mrs Grimley – are in possession of, or have access to, the majority of the documents including those seized from Ms Caddick's residence.

We finally draw your attention to the EFT Payment of \$32,450.40 from the deposit received on the sale of the Connells Point property made on 3 April 2017 by Laing & Simmons, as instructed by the Grimleys, to Ms Caddick (**the EFT Payment**). Mrs Grimley recollects the EFT Payment as a payment applied to the mortgage for Edgecliff Property to increase their equity in the Edgecliff Property.² Mr Grimley remembers the EFT Payment as a part of the Second Safekeeping Fund (as defined below) for Ms Caddick to manage on their behalf.³ We have considered both positions in this letter by referencing (including in the footnotes) the alternate position.

In short summary of the Grimleys' position:

- (a) There was an agreement between the Grimleys and Ms Caddick that they would contribute funds towards Ms Caddick's purchase of the Edgecliff Property in return for a corresponding proprietary interest of at least 37.37% in the Edgecliff Property and a tenancy for life (**the Agreement**).
- (b) In accordance with, and in reliance upon, the Agreement and Ms Caddick's representations to the same effect as the Agreement (**the Representations**), the Grimleys:
 - (i) sold their Connells Point family home;
 - (ii) contributed (on Mrs Grimley's evidence) \$1,032,450.40⁴ of the proceeds of the sale of their Connells Point home to the purchase of the Edgecliff Property; and
 - (iii) expended \$79,582.58 on renovations and repairs to the Edgecliff Property.
- (c) The Grimleys would not have done these things had they not had an ownership interest proportionate to their contribution to the purchase price of the Edgecliff Property and a tenancy for life. Their evidence is that, if it was not for the Agreement and Ms Caddick's Representations, they would have sold the Connells Point property and purchased a more affordable property in their own names in Sydney's southern suburbs (where they had lived for all their married lives).

In fact, the Grimleys' contribution of \$1 million plus (on Mrs Grimley's evidence) the \$32,450.40 from the deposit received on the Connells Place property to the Edgecliff Property equates to 40.4%⁵ of the \$2,550,000 purchase price of the Edgecliff Property, or 38.58%⁶ including stamp duty.

Contributions by Adam Grimley in respect of the Edgecliff Property

We are informed by Mr Adam Grimley that from November 2018, he assisted Ms Caddick at her request by paying from his Citibank account \$6,000 per month in relation

² at paragraph 59 of Mrs Grimley's Primary Statutory Declaration.

³ at paragraphs 70 and 83 of Mr Grimley's Statutory Declaration.

⁴ \$1,000,000.00 based on Mr Grimley's Statutory Declaration.

⁵ 39.2% based on Mr Grimley's Statutory Declaration.

⁶ 37.37% based on Mr Grimley's Statutory Declaration.

to the NAB Loan advanced to partially fund the payments made on Ms Caddick's NAB Loan account [REDACTED] (NAB Loan Account).

The Receivers' Report concedes that Mr Adam Grimley paid \$144,000 in respect of the NAB Loan Account.⁷

Of course, we do not act for Mr Adam Grimley, but we bring to your attention that he may well have an interest in the Edgecliff Property in his own right and if you have not already done so, you should give him notice pursuant to the regime in Justice Markovic's orders of 22 November 2021.

We have also been informed by Mr Adam Grimley that, after the initial freezing orders were made on 10 November 2020, he attempted to continue making payments to the NAB Loan Account, but that he was unable to do so by reason of the freezing orders.

National Australia Bank (NAB)

In relation to NAB, we refer to our letter to you dated 3 December 2021, your response in the 8 December Letter and our email of 10 December 2021.

In your 8 December Letter, you noted that the NAB documentation provided by you with that letter "*contain no reference to your clients being entitled to an interest in the Edgecliff Property or any reference to any potential contribution they may make in respect of the purchase of the Edgecliff Property*".

As noted in our email of 10 December 2021, the NAB documents provided by you appear to be incomplete. They do not extend past 9 December 2016. Given that:

- (a) the settlement on the Edgecliff Property did not actually occur until 18 January 2017;
- (b) we have seen email correspondence between Richard Bartalesi and Ms Trinh Nguyen of NAB dated 16 January 2017;
- (c) in an email to the Grimleys dated 22 November 2016 (which is Attachment 4 to Mrs Grimley's Primary Statutory Declaration), Ms Caddick refers to Ms Nguyen's anticipated involvement in the sale of the Grimley's Connells Point property, settlement of which occurred on 7 April 2017; and
- (d) funds were disbursed by the Grimleys to Ms Caddick, being proceeds on the sale of Connells Point, on or around 3 April 2017 and 7 April 2017,

we would have expected there to have been further NAB documents dated after 9 December 2016.

We asked you by email of 10 December 2021 to confirm that there are no:

⁷ at page 23 of the Receivers' Report.

- emails or other records of communications between Ms Caddick and Ms Trinh Nguyen of NAB; and
- NAB documents dated after 9 December 2016

either in documents sourced from NAB or the records of Ms Caddick or Maliver. We are yet to receive a response to our request.

There are also some unexplained inconsistencies in the NAB documentation provided by you, including why NAB would provide conditional approval for a \$1.2 million loan on 14 November 2016 when Ms Caddick had accepted an offer from NAB to loan \$1.8 million on 9 November 2016.

In relation to NAB, the Grimleys are clearly at an information disadvantage, and they reserve their position in relation to NAB's knowledge of their interest until they have had access to all relevant information.

Payments received by the Grimleys from Ms Caddick

As requested, we have reviewed the bank statements that the Grimleys have been able to locate, and the Grimleys have summarised in the statutory declarations the amounts received by them from Ms Caddick as follows:

- Mrs Grimley identifies payments from Ms Caddick for the period 7 April 2017 (settlement of the sale of the Connells Point property) to Ms Caddick's disappearance at the end of 2020.⁸
- Mr Grimley identifies payments from Ms Caddick for the period 24 December 2009 to the end of 2020.⁹

In summary, for the period 24 December 2009 to November 2020, we are instructed that:

- (a) for the period prior to settlement of the sale of their Connells Point home on 7 April 2017:
 - (i) Ms Caddick managed \$250,000 (**the First Safekeeping Funds**) previously provided to her by the Grimleys, and had access to their superannuation and share accounts (**the Controlled Investments**) to manage on their behalf;
 - (ii) commencing 1 February 2011, Ms Caddick regularly paid the Grimleys relatively small amounts from the First Safekeeping Funds and the Controlled Investments (generally about \$2,000 or \$4,000) to supplement the Grimleys' funds for living expenses;¹⁰

⁸ Paragraphs 75 and 76 and Attachments 14 and 15 of Mrs Grimley's Primary Statutory Declaration.

⁹ Paragraphs 34, 35, 85 and 86 and Attachments 9 and 21 of Mr Grimley's Statutory Declaration.

¹⁰ Note that payments from Ms Caddick to the Grimleys on 8 April 2010 and 29 October 2010 were dividend payments from the Grimleys' shares, and not payments for living expenses as is detailed at paragraph 34 of Mr Grimley's Statutory Declaration.

- (iii) the total payments made to the Grimleys over this period for living expenses (1 February 2011 and 6 April 2017) totalled \$316,500;
- (b) for the period 7 April 2017 until Ms Caddick's disappearance in November 2020:
 - (i) the Grimleys provided Ms Caddick with - on Mrs Grimley's evidence - \$265,790.70 (\$154,717.09 plus \$111,073.61)¹¹ to manage on their behalf (**the Safekeeping Funds** in Mrs Grimley's Primary Statutory Declaration) or - on Mr Grimley's evidence - \$298,241.10 (\$154,717.09 plus \$111,073.61 plus the EFT Payment of \$32,450.40) (**the Second Safekeeping Funds** in Mr Grimley's Statutory Declaration);
 - (ii) Ms Caddick regularly paid the Grimleys relatively small amounts (generally \$4,000) from the funds at (i) and the total payments made to the Grimleys over this period totalled \$211,001;
 - (iii) taking into account the \$211,001 payments made to them by Ms Caddick, and if the payment of Ms Caddick's son's school fees in 2019 (\$37,401.09) is taken not to be a gift, on Mr Grimley's evidence a balance of \$87,240.10¹² remains outstanding of the Safekeeping Funds.¹³

Both Mr and Mrs Grimley's evidence is that:

- (a) they did not receive cash gifts or lavish gifts from Ms Caddick,¹⁴ and
- (b) Ms Caddick made all of the payments referred to above into their NAB joint cheque account (ending 0272), copies of bank statements for which are attached as Attachments 9 and 21 to Mr Grimley's Statutory Declaration.

Jewellery, Effects and Contents of the Edgecliff Property

We proceed on the assumption that the Receivers consider the jewellery, personal effects and contents of the Edgecliff Property identified in the Pickles Valuation Report which is Annexure H to the Receivers' Report (**Pickles Report**) to be Receivership Property for the purposes of the Notice, although this is not clear from the Notice. Please let us know if this assumption is incorrect.

Items which are not Receivership Property

We refer to:

- (a) the letter from William James to Nicolette Bearup of ASIC dated 11 February 2021;

¹¹ \$298,241.10 (including the EFT Payment of \$32,450.40) based on Mr Grimley's Statutory Declaration.

¹² or \$17,388.61 on Mrs Grimley's evidence, treating the school fees as a gift and assuming the EFT Payment was a contribution to the equity in the Edgecliff Property.

¹³ Even if the school fees of \$37,401.09 are treated as a gift, a balance of \$17,388.61 or \$49,839.01 remains based on Mrs Grimley's Primary Statutory Declaration and Mr Grimley's Statutory Declaration, respectively.

¹⁴ See Mrs Grimley's Primary Statutory Declaration at paragraph 77 and Mr Grimley's Statutory Declaration at paragraph 95.

- (b) the email from Baker McKenzie to Nicolette Bearup of ASIC dated 7 June 2021;
 - (c) the email from Baker McKenzie to Nicolette Bearup of ASIC dated 11 June 2021; and
 - (d) the letter from Nicolette Bearup of ASIC to Baker McKenzie dated 21 June 2021
- copies of which we enclose.

We also enclose:

- (a) statutory declaration of Barbara Anne Grimley made on 14 December 2021 regarding jewellery and personal effects (**Mrs Grimley's Second Statutory Declaration**); and
- (b) statutory declaration of Barbara Anne Grimley made on 14 December 2021 regarding the contents of the Edgecliff Property (**Mrs Grimley's Third Statutory Declaration**).

None of the items the subject of Mrs Grimley's Second Statutory Declaration could possibly (having regard to the timing) have been purchased with investors' funds given Mrs Grimley's evidence.

The Grimley's are - frankly - shocked at the inclusion in the Pickles Report of the items identified in Mrs Grimley's Third Statutory Declaration all of which are items located in the Edgecliff Property where they reside (and have resided since 17 March 2017) and which constitute their property. We are instructed that many of these items are matrimonial property acquired decades ago, some even before Ms Caddick's birth, and that some items were inherited by Mrs Grimley from family members.

There is absolutely no basis to assert that the items specified in Mrs Grimley's Third Statutory Declaration are Receivership Property, and the inclusion of these items in the Pickles Report has been immensely distressing for the Grimleys.

Mrs Grimley's Third Statutory Declaration ought to be sufficient to rebut any suggestion that the contents of the Edgecliff Property constitute Receivership Property. However we are instructed by Mrs Grimley that if - for whatever reason - it is not sufficient, she is able to make a further statutory declaration dealing with the history of each individual item identified in Mrs Grimley's Third Statutory Declaration. We trust that this will not be necessary.

Further, the Grimley's were not aware that any inspection of the Edgecliff Property by Pickles staff in or around February 2021 extended to a valuation of the contents. Our instructions are that this was done surreptitiously, and that the Grimleys would not have permitted inspection of the Edgecliff Property by Pickles staff had they been aware that they were purporting to value the contents.

The Grimleys object in the strongest possible terms to the Receivers taking possession of and selling the items identified in Mrs Grimley's Second Statutory Declaration and Mrs Grimley's Third Statutory Declaration, on the basis that they do not constitute Receivership Property for the purposes of Justice Markovic's orders.

We anticipate that there will be other items that the Receivers consider is Receivership Property that belong to the Grimleys and which do not form part of the Receivership Property, in relation to which they would also want to object.

In this regard, the Grimleys note that there are not photographs included of many of the items included in the Pickles Report, and where there are not photographs (and on occasion, where there are but the photographs are unclear) it is not possible for them to identify whether they object in relation to those items.

Items in relation to which Adam Grimley, Anthony Koletti or ██████████ may object

The Grimleys also note the inclusion in the Pickles Report of items that appear to them to belong to one of Adam Grimley, Anthony Koletti or ██████████ including gifts that they have given to their grandson ██████████, such as the signed cricket bat that is described as "Signed 'Australian Captains Bat'" on page 24 of the Pickles Report. We are instructed that it appears there are many items that can be verified as gifts from the Grimleys to ██████████

We assume that:

- the Receivers have also provided notice in the form of the Notice to each of Mr Adam Grimley, Mr Koletti and ██████████, and
- the Receivers have notified Mr Adam Grimley, Mr Koletti and ██████████ that the Receivers consider the content of the Pickles Report to constitute Receivership Property (assuming that is the case),

so that those persons are able to make specific objections.

Mrs Grimley is very concerned that it is her understanding that Pickles were granted access to the Dover Heights property on the basis that they did not go into ██████████ room, and yet the Pickles Report appears to contain items from his room.

Additional items of sentimental value to the Grimleys

There are, in addition, some items identified in the Pickles Report of sentimental value to the Grimleys, but of modest monetary value, such as Ms Caddick's "baby brooch" (valued in the Pickles Report (Item 61 [S02583021]) at \$5); the signet dress ring that Mr Grimley gave Ms Caddick for her 13th birthday (valued in the Pickles Report (Item 63 [S02583023]) at \$1,500), and framed family photographs (variously valued in the Pickles Report at \$50 or \$100).

The Grimleys would be interested in coming to some arrangement with the Receivers in relation to these items to avoid them being sold for what is likely to be only very modest amounts, unlikely to exceed the costs of sale. For obvious reasons, they would prefer that these personal items of modest financial value but huge sentimental value to them were not put to public auction.

The Grimleys are very concerned that such personal items might become subject to inappropriate voyeuristic public or media interest which would be distressing to them and their family, including in particular ██████████

Proposed way forward in relation to jewellery and effects

In respect of all the items referenced above, we suggest that the appropriate course is for the Receivers' staff to make an arrangement to meet with the Grimleys, with access to the jewellery and effects which were seized by ASIC, in order for all relevant items that the Grimleys assert do not constitute Receivership Property and in respect of which they object to be identified with precision.

After this has occurred, Mr and/or Mrs Grimley can provide a further statutory declaration in support of their objections in respect of jewellery and personal effects identified in the Pickles Report, including particulars of dates and conversations and supporting material such as photographs.

Other matters

The Grimleys provide this letter in response to the Notice and consistent with paragraph 6 of the Orders of Justice Markovic of 22 November 2021.

The Grimleys do not understand the Orders to require them to make legal submissions within 15 business days of the Notice and they do not do so in this letter, including to respond to the various assertions in your 8 December Letter.

In the 15 business days since receipt of the Notice, it has not been possible for them to do this, and it would, in any event, be premature and inappropriate for the Grimleys to make legal submissions despite knowing relevant information has not been available to them (as discussed above specifically in reference to NAB). Any submissions would necessarily have to be revisited upon the Grimleys being provided the information which would enable them properly, fairly and (critically) completely to put their legal position.

This position should not be taken as any concession on the part of the Grimleys. Just by way of example, the Grimleys do not accept that it is "*the uncontroversial position that the source of funds utilised by Ms Caddick to purchase the [Edgecliff] Property was funds misappropriated from Investors*" in circumstances where (as the Contradictor's submissions assert¹⁵) in fact the proceeds of the sale of Ms Caddick's Kensington property were funds deposited into Ms Caddick's bank accounts and where - as the Receivers concede¹⁶ - at least \$580,000 of the Grimley's contribution to the Edgecliff Property was in fact applied to the NAB loan in respect of that property.

The Grimleys reserve their right to make legal submissions and to contest the contentions of the Receivers including in your 8 December Letter and by reference to evidence in the ASIC proceeding and other relevant information to which they have not yet had access.

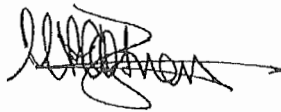
Further, insofar as documents (or any part of them) provided with this letter are subject to suppression orders, the Grimleys proceed on the basis that disclosure of any such document to the Receivers does not breach those orders including because the Receivers are already in possession of such documents.

¹⁵ at paragraph [58].

¹⁶ Gleeson affidavit of 12 May 2021 at paragraph [199].

Finally, for the avoidance of any doubt, this letter and the documents attached to it are provided to you and the Receivers on a confidential basis and the Grimleys do not consent to any of the information contained in this letter or the attached documents being disclosed by you or the Receivers to any other person other than the Court (on a confidential basis) including ASIC without their prior consent.

Yours faithfully



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Encl

INDEX

	Document Name	Dated
1.	Statutory declaration of Barbara Anne Grimley regarding the Grimley's claims in respect of the Edgecliff Property (Mrs Grimley's Primary Statutory Declaration)	14 December 2021
2.	Statutory declaration of Barbara Anne Grimley regarding jewellery and personal effects (Mrs Grimley's Second Statutory Declaration)	14 December 2021
3.	Statutory declaration of Barbara Anne Grimley regarding the contents of the Edgecliff Property (Mrs Grimley's Third Statutory Declaration)	14 December 2021
4.	Statutory declaration of Edward Grimley (Mr Grimley's Statutory Declaration)	
5.	A copy of the letter from Nicolette Bearup of ASIC to Baker McKenzie	21 June 2021
6.	A copy of the email from Baker McKenzie to Nicolette Bearup of ASIC	11 June 2021
7.	A copy of the Baker McKenzie letter with the enclosures which include the William James letters	08 June 2021
8.	A copy of the email from Baker McKenzie to Nicolette Bearup of ASIC	07 June 2021
9.	A copy of the letter from William James to Nicolette Bearup of ASIC	11 February 2021
10.	A copy of the caveats lodged by the Grimleys over the Edgecliff Property - [REDACTED]	08 February 2021
11.	A copy of the caveats lodged by the Grimleys over the Edgecliff Property - [REDACTED]	18 December 2020
12.	A copy of the caveat lodged by the Grimleys over the Edgecliff Property - [REDACTED]	07 December 2020

From: Gillingham, Kate <Kate.Gillingham@bakermckenzie.com>
Sent: Friday, 17 December 2021 3:09 PM
To: Michael Hayter
Cc: O'Brien, Maria; Cho, Su Bin; Garvin, Millie; Diolúin, Cal; Kyna Messias
Subject: Caddick - Edward and Barbara Grimley

FilingDate: 17/12/2021 3:14:00 PM

Dear Michael

I refer to our letter dated 15 December 2021 and the bundle of documents in support.

As foreshadowed, we will shortly email you the statutory declaration signed by Edward Grimley on 17 December 2021. Due to its significant size, we will email you a secure link to access the documents.

Please note that there are some minor differences between the statutory declaration provided to you today and the documents in the bundle provided to you on 15 December 2021 being:

- Statutory declaration;
 - paragraphs 6 and 21 regarding time of retirement;
 - paragraphs 77 and 88 to correct Attachment references; and
 - paragraphs 86 and 88 to correct calculation of total of payments in Attachment 21.
- Attachments
 - addition of page 229A in Attachment 20
 - correction to line 21 and updating the total figure in Attachment 21.

Kind regards

Kate

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**Baker
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Thank you.

From: Kyna Messias on behalf of Michael Hayter
Sent: Thursday, 23 December 2021 4:20 PM
To: Gillingham, Kate; O'Brien, Maria
Cc: Millie.Garvin@bakermckenzie.com; Cal.Dioluin@bakermckenzie.com; Kyna Messias; Suzi Stojanovski
Subject: 20211223 - Email to Baker McKenzie RE Australian Securities and Investments Commission vs Caddick 2021 FCA 1443 ("the Proceedings") - Response to Claims [SWA-AB.FID350084]
Attachments: 20211222 - Letter to Baker McKenzie regarding Claims.pdf; 211129 Letter to NAB - Notice of Intention to Realise Property.pdf; CADDICK - FW: Assistance Required – 29/09/2020 - [INR-893] [INR-893]-NPRS-285496

Dear Ms Gillingham,

Please see attached correspondence.

Kind regards,

Sent for and on behalf of

Michael Hayter

Partner

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23 December 2021

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Dear Ms Gillingham,

**Australian Securities and Investments Commission vs Caddick 2021 FCA
1443 ("the Proceedings")
Objections to take possession of and sell Receivership Property**

We refer to your email dated 15 December 2021 in response to the Judgment handed down on 22 November 2021 and the subsequent Notice served upon your clients by our clients as Receivers to the Property of Melissa Louise Caddick. The purpose of this letter is to seek clarification from you as to some of the claims raised by your clients in your email, to better understand the basis of such claims, and to respond to various queries you raised in your letter.

Our clients realise that this is an extremely difficult time for your clients and no doubt very stressful for them dealing with these issues. Obviously, our clients have Receivership duties to perform which includes assisting the Court in resolving claims to Ms Caddick's assets in which objections are made ("Disputed Assets") such as the property situated at [REDACTED] Edgecliff ("the Edgecliff property") and the jewellery and furniture referred to in your clients' objections. The more information our clients have the better will our clients be in a position to consider the issues and how best to resolve those issues (if possible) or to consider the factual matters and how any contested issues can be resolved.

Contact

Michael Hayter
Partner
mkh@swaab.com.au

Our ref
216008

By email

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Overview and Edgecliff Property

The main Disputed Asset which is likely to be the subject of contested proceedings between our respective clients is of course the Edgecliff property. There appears to be three (3) potential competing claims to the Edgecliff property assuming all parties agree that the banks' security needs to be paid out (please confirm). Those three competing claims appear to be your clients, their son Adam Grimley, and Investors (at this stage through the Receivership).

As stated to you recently we see utility in the parties agreeing on a matrix of facts which apply in respect of the contributions made to purchase the Edgecliff property and maintain mortgage payments over the Edgecliff property. What is concerning to our clients is the continued reference in the materials received from your clients that states or sometimes infers that your clients have categorically contributed to the purchase of the Edgecliff property. We've stated the position on a number of occasions and our clients' forensic analysis has been included in the Receivership Report. As stated in so far as the competing three claims are concerned the uncontroversial factual position is as follows;

- a) Your clients made no contribution to the initial funds utilised by Ms Caddick to purchase the Edgecliff property.
- b) Mr Adam Grimley made no contribution to the initial funds utilised by Ms Caddick to purchase the Edgecliff property.
- c) The source of funds utilised to purchase the Edgecliff property was derived from Investor Funds or contributed by National Australia Bank as secured creditor.
- d) You made the point in recent correspondence that some of the funds Ms Caddick received from the sale of her former matrimonial property situated at Hunters Hill may in fact have been intermingled with the Investor Funds so that in effect there may be two sources utilised for the purchase of the Edgecliff property. However, such reasoning fails to consider or give weight to what occurred shortly after the sale of the Hunters Hill property namely Ms Caddick utilised funds from the account where the surplus proceeds

from the sale of that property were deposited to pay out her obligations to her former husband and that payment is a similar sum to the amount Ms Caddick had received from the sale of the Hunters Hill property. Our clients take the pragmatic approach that on that basis it is reasonable to assume that Investor Funds were really the only source of funds utilised by Ms Caddick to purchase the Edgecliff property and that the monies she received from the sale of the Hunters Hill property discharged her financial obligations to her former husband. Our clients accept the bank accounts of Ms Caddick intermingled the sale proceeds and Investor Funds.

- e) In relation to the contributions of \$144,000.00 by Adam Grimley we note that the various payments which constituted the \$144,000.00 were deposited by Mr Grimley into two accounts namely; Ms Caddick's Mortgage Account and secondly to another bank account held by Ms Caddick. These payments occurred after the purchase of the property and what is interesting to note is that these limited payments from Mr Adam Grimley were the only payments made by any parties into the Mortgage Account other than once again for funds sourced from and misapplied by Ms Caddick from the Investors. It is also the position that Mr Adam Grimley characterised the funds that he was contributing as "rent" and we still haven't received a satisfactory explanation as to why this occurred. We also haven't received any Particulars from Mr Adam Grimley which would give rise to even an arguable position that he holds some interest in the Edgecliff property.
- f) You have raised Mr Adam Grimley's interest in the property in your letter. We're not sure of the purpose? Leaving aside the priority claims of investors, could you confirm whether your clients accept that Mr Adam Grimley has an interest in the Edgecliff property in priority to their claims or are they saying that their claims would have priority over Mr Adam Grimley.
- g) In relation to the contributions your clients have made to the Edgecliff property, we note;

- i. Your clients made no contributions to the initial purchase the property;
- ii. They have deposited in excess of \$1 million into the bank account of Ms Caddick;
- iii. Ms Caddick has paid just over \$500,000.00 from such contribution into her Mortgage Account, but shortly thereafter, drawn down a similar amount from the Mortgage Account such that the initial contribution which she utilised for other purposes;

If the parties can agree on the matrix of facts as set out above, substantial costs will be saved for all parties (including any unsuccessful party who is subject to an adverse cost order). If you disagree with any of the factual matters could you please advise. It would also assist if your clients could desist from continually referring in correspondence to the circumstances in which they have contributed to the purchase of the property. On our understanding the actual position is, at best for your clients, that they mistakenly believed the contributions that they were making from the sale of their former property were to be applied by Ms Caddick to the purchase of the Edgecliff property, but have subsequently ascertained that Ms Caddick did not utilise any of the proceeds from the sale of their Connells Point family home to initially purchase the Edgecliff property. You may be able to clarify whether it's your clients' position that they actually believed that the sale proceeds from the sale of their Connells Point property would be utilised for the initial purchase of the Edgecliff property and were received by Ms Caddick or alternately were aware that the sale of their property occurred after Ms Caddick had purchased the Edgecliff property and they just assumed that the full amount of their contribution would be banked into this Caddick's Mortgage Account. Please clarify their position if they did hold particular views.

We note that the recent lengthy materials received from your clients do not appear to contain any additional factual matters to which our clients were unaware in respect of the Edgecliff property. There is the substantiated commentary and materials dealing with your clients' health and age and the

circumstances in which the dispute relating to the Edgecliff property will have a substantial impact upon them going forward. Our clients accept that is the position. However, that said our clients also need to consider the position of Investors. Many of such Investors have lost their life's savings and are also having their own mental health issues and going through trauma as a result of what has occurred. From our clients' perspective our clients need to focus on the issue as to which of the different classes of parties are more likely to receive priority to the Edgecliff property. We have previously requested that you provide particulars or clarify how it is said that your clients have priority over the claims of Investors in respect of the Edgecliff property. We agree with the comments in your recent letter that you are not bound to make submissions at this stage of the objections. However, that said it would assist our clients in understanding your clients position and what Regime should be requested from the Court to resolve these issues if we had a better understanding of how your clients put forward their claims in priority to the claims of the Investors particularly bearing in mind your clients provided no funds to purchase the property. If you are willing to do so, please do so.

National Australia Bank Documents:

As stated in previous correspondence from you, your clients believe your firm suspects that National Australia Bank representatives were aware of the interest your clients would receive in the Edgecliff property. As previously stated, our clients have cited no documentation to support that proposition (albeit even if that was the case it may not have an impact upon your client's legal position). Our clients would be surprised if the bank would take a security mortgage interest over such an expensive property from Ms Caddick, with knowledge that Ms Caddick may not be the rightful owner of the property. If you have documents to that effect, please provide them. You raised concerns that our clients haven't disclosed to you all relevant National Australia Bank documents. We attach a Notice issued by our client to National Australia Bank at the time of their appointment. We confirm that the documents we provided to

you in our previous email were the full extent of documents provided by the National Australia Bank in response to such request. Attached is an email of the reply of National Australia Bank which accompanied those documents. A similar notice was issued on behalf of Maliver Pty Ltd (In Liquidation) to National Australia Bank and any documents received in relation to that notice had no relevance to the Edgecliff property and did not mention your clients.

We thank you for raising the position of Mr Richard Bartalesi and his possible communications (as solicitor for Ms Caddick and her parents) with National Australia Bank representatives. We obtained a copy of documents from Mr Bartalesi at some stage and we have now gone through and reviewed those documents again and such documents include the 2 emails you highlighted but no additional communications with NAB Representatives in relation to the Edgecliff Property. Once again there is no mention of your clients' interests or potential interest in the Edgecliff property.

We confirm that our clients do not have any other documents in relation to the National Australia Bank. Our clients have not had access at this stage to the computer of Ms Caddick which was seized under search warrant. Our clients are seeking the computer and telephone records of Ms Caddick and should our clients become aware of any other National Australia Bank documents they have no difficulties in providing those documents to you.

Claims to Jewellery:

We confirm the Pickles Report you've referred to in correspondence constitutes what our clients understand to be all jewellery seized from Ms Caddick. We are seeking clarification from our client as to whether a second Notice should be issued to the relevant family members (all of whom are claiming some jewellery or personal items) with an itemisation of such jewellery and will let you know in due course our clients' position. The issue of such Notice would be more procedural, and we can see the advantages of our clients specifying with

particularity to all the family members exactly what jewellery and/or furniture our client considers may or may not be Receivership Property.

We refer to the Statutory Declaration of your client Barbara Grimley dealing with the jewellery. We note the comments that some of such jewellery was subject to Ms Caddick obtaining a valuation or keeping such jewellery for safekeeping. It would assist our clients' considerations if your clients could advise;

- a) The approximate year in which each item of jewellery was given to Ms Caddick. Did Ms Caddick wear the jewellery?
- b) Whether Ms Caddick or your clients' insured the jewellery and if so, provide copies of any insurance policy, which no doubt will refer to ownership.
- c) If there are no insurance policies, please confirm that that is the position.
- d) It seems reasonable to assume that your clients gave the jewellery to Ms Caddick as a gift, but possibly you could provide particulars of conversations that occurred, which rebuts this assumption.
- e) Please provide a copy of the valuation referred to.

Claims to Furniture:

We refer to the second Statutory Declaration of your client Ms Barbara Grimley concerning the contents of the Edgecliff property. Could you clarify that the furniture referred to in your clients' claim would in fact be the same furniture that your clients retained in their former house Connells Point. If so, we assume there was removalist company which itemised that furniture? Alternatively, was any of the furniture purchased when your clients moved to Edgecliff? If so, can your clients provide copies of the invoices and highlight entries from bank statements or credit card statements showing they purchased items. If the information can't be provided please explain the reason. Such information would clarify the claims. Is there any furniture or paintings in Edgecliff property which your clients agree were purchased by Ms Caddick or her company?

Other personal items:

Our clients will consider any reasonable requests.

██████████

Our clients don't intend to discuss the claims of ██████████ with your firm or your clients unless your firm commences to act on behalf of ██████████. At this stage our client has received representations from both ██████████ father, Anthony Caddick and Mr Anthony Koletti who are both purporting to act on behalf of ██████████ and our clients will deal with both those parties in respect of ██████████ claims.

Access to Premises:

We disagree with your comments concerning access to the 2 properties and the circumstances in which our client has recorded the assets held at both premises. We consider any fair-minded consideration of the history of the real issues namely that Ms Caddick defrauded Investors of in excess of \$20 million, utilised those proceeds to purchase both the Edgecliff and Dover Heights property and utilised such proceeds to purchase jewellery, paintings, and other furnishings located in the properties, that in those circumstances, it is more than reasonable, after our client's appointment as Receivers over both properties for our client to be diligent and properly record all items held at each of the properties. If you assert that there was an agreement to the contrary please provide details, failing which we will assume your clients withdraw such allegations. We don't propose to elaborate further on that point.

Confidentiality:

Please note that under no circumstances did or do our clients accept that your clients are in a position to unilaterally declare through your correspondence that any information they provide (including the objections and supporting documentations) are provided on a confidential basis and the information cannot be disclosed to any person (including ASIC) other than the Court without your clients' consent. Our clients have not agreed to confidentiality and indeed it's indicative upon our clients' obligations to report in detail the objections your

clients have made and give an analysis of the objections and supporting documents to Investors. You would be aware that recent amendments to the Bankruptcy Act and Corporations Act will make it clear that both Bankruptcy Trustees and Liquidators for example have increased stringent obligations to make a full and proper disclosure of all relevant information to creditors as and when requested by creditors. The analogy we consider is similar these circumstances namely the Receivership in that Investors / creditors have a direct interest in knowing and should be informed as soon as possible;

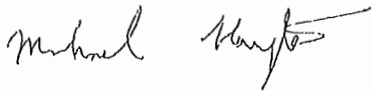
- a) That your clients have provided objections;
- b) The basis of those objections;
- c) What supporting documentation and information has been provided in support of the objections; and
- d) An analysis from our clients as to the bona fides and prospects of success of your client's objections in regard to the competing claims of our clients as Receivers or Investors to the same Disputed Assets.

If your clients intend to continue to demand confidentiality in respect of all matters relating to their objections ,they need to make an urgent Application to the Court. Our clients can for example accept a Regime that details of your clients' bank account numbers (which may be identified in the supporting documents to their claims) should be redacted and not provided to any parties. We also note that you have provided documentation and information relating to the medical conditions of your clients. Our clients would have no difficulties in agreeing that some of that information should not be made available to Investors or third parties. However, as to the balance of documents and details of the objections our clients will not be maintaining confidentiality in respect of those matters and indeed any further correspondence from your firm without agreeing in advance as to exactly what documents or information should be the subject of confidentiality. It then follows that our clients will be releasing details of your clients' claims and commenting upon those claims to Investors / creditors over the coming weeks.

As to the position overall we reiterate our clients' willingness to work with your clients to narrow the issues in dispute. It appears at this stage inevitable (if your clients are going to seek to maintain priority of the claims of Investors to the Edgecliff property) that there will be some type of adversarial proceedings involved. However, if your clients are prepared to make concessions as to the true matrix of factual matters which apply to these circumstances substantial costs can be saved and the resolution of the issues expedited.

Our clients would prefer to have a response from your clients within the next three weeks. However, our clients and our firm are mindful that it is a busy time of the year and people may be away. If you require more time than three weeks to respond please provide details of when you anticipate responding to this letter.

Yours Truly,

A handwritten signature in cursive script, appearing to read "Michael Hayter". The signature is written in black ink and is positioned above the printed name.

Michael Hayter

From: Diolúin, Cal <Cal.Dioluin@bakermckenzie.com>
Sent: Monday, 10 January 2022 3:45 PM
To: Michael Hayter; Gillingham, Kate; O'Brien, Maria
Cc: Garvin, Millie; Kyna Messias; Suzi Stojanovski
Subject: 20211223 - Email to Baker McKenzie RE Australian Securities and Investments Commission vs Caddick 2021 FCA 1443 ("the Proceedings") - Response to Claims
Attachments: Grimley_Confidentiality Letter to Receivers_10.01.2022(410719936.1).pdf
FilingDate: 10/01/2022 3:46:00 PM

Dear Michael

Please see the attached correspondence.

Kind regards

Cal Diolúin
General Associate (admitted in Ireland, England and Wales only)
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Thank you.

From: Kyna Messias <ksm@swaab.com.au> **On Behalf Of** Michael Hayter
Sent: Thursday, 23 December 2021 4:20 PM
To: Gillingham, Kate <Kate.Gillingham@bakermckenzie.com>; O'Brien, Maria <Maria.O'Brien@bakermckenzie.com>
Cc: Garvin, Millie <Millie.Garvin@bakermckenzie.com>; Diolúin, Cal <Cal.Dioluin@bakermckenzie.com>; Kyna Messias <ksm@swaab.com.au>; Suzi Stojanovski <sxs@swaab.com.au>
Subject: [EXTERNAL] 20211223 - Email to Baker McKenzie RE Australian Securities and Investments Commission vs Caddick 2021 FCA 1443 ("the Proceedings") - Response to Claims [SWA-AB.FID350084]

Dear Ms Gillingham,

Please see attached correspondence.

Kind regards,

Sent for and on behalf of

Michael Hayter
Partner
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Swaab will close at 5pm on Thursday, 23 December 2021 and will re-open on Monday, 10 January 2022 at 8:30am. We wish you all the best for the festive season celebrations and look forward to working with you in 2022.

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* Associated Firm
** In cooperation with
Trench, Rossi e Watanabe
Advogados

10 January 2022

Michael Hayter
Swaab
Level 4
20 Hunter Street
Sydney NSW 2000

Dear Michael

Melissa Caddick: Barbara and Edward Grimley

We refer to your letter dated 23 December 2021.

In this letter, we deal only with the issue of confidentiality.

We will deal substantively with the other matters raised in your letter of 23 December 2021 by separate correspondence. While we will endeavour to do expeditiously, we note that our office does not reopen until today, 10 January 2022, and - as you would expect - the Grimleys' counsel will have only limited availability to assist in January.

In the circumstances, we anticipate that we will take longer than the 3 weeks proposed in your letter to provide the Grimleys' substantive response, although we do not anticipate that we will take significantly longer than the 3 weeks you proposed. We will update you on likely timing when we are in a position to do so.

Specifically in relation to confidentiality, we are confident that the Receivers can balance their obligations to report to stakeholders with the appropriate treatment of the Grimleys' sensitive personal information (and salacious media interest in the same) without obtaining (at least at this stage) formal confidentiality orders, noting that the Grimleys are not currently a party to the proceeding.

The areas of specific concern to the Grimleys (in relation to the content of their statutory declarations and generally) - none of which we would expect to be controversial - are:

- (a) details pertaining to their health (other than general references to them having health issues) (**Category A**);
- (b) details of:
 - (i) their bank or credit card account numbers; and

- (ii) the specific contents of their bank and credit card statements other than transactions concerning Ms Caddick and Maliver¹

(Category B);

- (c) the identification of [REDACTED] by name, personal information or image (Category C);²
- (d) any images of the Grimleys, or of Adam Grimley as a child (Category D);
- (e) the Grimley's residential address of [REDACTED] (but not general references to the property being in Edgecliff), their mobile phone numbers or the email address [REDACTED] (Category E).

Applying this lens to the statutory declarations provided under cover of our letters of 15 and 17 December 2021, and using capitalised terms as defined in our 15 December 2021 letter, the Grimleys ask that the Receivers agree to treat the following as confidential (without the Grimleys expressing any view as to whether any content of the statutory declarations or the attachments to them including the content below are subject to existing suppression orders):

Mrs Grimley's Primary Statutory Declaration

- paras 19 and 20 and Attachment 1A³ - Category A;
- paras 71 and 76 and Attachments 13, 14 and 15 but only insofar as they identify bank or credit card account details, the detail of transactions other than those concerning Ms Caddick or Maliver, the Grimleys' residential address or email address - Categories B and E;
- paras 14, 15, 16, 17, 18, 26, 30, 34, 36, 74, 75 and 82 but only insofar as they identify or contain personal information pertaining to [REDACTED] - Category C;
- preamble, para 35 and Attachment 15 but only insofar as they identify the Grimleys' residential address - Category E;
- Attachment 1 but only insofar as it identifies [REDACTED] or contains the Grimleys' email address - Categories C and E;
- Attachment 2 but only insofar as it contains the Grimleys' mobile phone number - Category E;

¹ transactions concerning Ms Caddick and Maliver extend to transactions involving the Edgecliff Property as detailed in Mr Grimley's statutory declaration.

² subject to existing suppression orders.

³ some of the documents in Attachment A also include the Grimleys' residential address, caught by Category E and also pressed.

- Attachments 4, 5, 12 and 13 but only insofar as they contain the Grimleys' email address - Category E;
- Attachment 6 but only insofar as it contains the Grimleys' residential address and email address - Category E;
- Attachment 7 but only insofar as it identifies [REDACTED] or contains the Grimleys' residential address - Categories C and E;
- Attachment 8 but only insofar as it contains the Grimleys' bank account details, their residential address and their email address - Categories D and E.

Mrs Grimley's Second Declaration

- Annexures A, B and C - Category D;
- preamble and para 1 but only insofar as they identify the Grimleys' residential address - Category E.

Mrs Grimley's Third Statutory Declaration

- preamble but only insofar as it identifies the Grimleys' residential address - Category E.

Mr Grimley's Statutory Declaration⁴

- paras 2, 3, 4, 5, 38 and 39 and Attachment 1⁵ - Category A;
- paras 33 and 85 but only insofar as they identify bank or credit card account details - Category B;
- Attachments 9, 20 and 21 but only insofar as they identify bank or credit card account details, the detail of transactions other than those concerning Ms Caddick or Maliver or the Grimleys' residential address - Categories B and E;
- paras 10, 12, 13, 36, 41, 42, 43, 44, 45, 87 and 88 but only insofar as they identify or contain personal information pertaining to [REDACTED] - Category C;
- preamble, para 11 and Attachments 16 and 21 but only insofar as they identify the Grimleys' residential address - Category E;
- Attachment 8 but only insofar as it identifies the Grimley's residential address and mobile number - Category E;
- Attachment 10 but only insofar as it identifies [REDACTED] or the Grimleys' email address - Categories C and E;

⁴ the version forwarded under cover of our letter dated 17 December 2021.

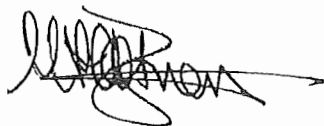
⁵ some of the documents in Attachment A also include the Grimleys' residential address, caught by Category E, and also pressed.

- Attachment 11 but only insofar as it identifies the Grimleys' mobile number - Category E;
- Attachments 12 and 13 but only insofar as it identifies the Grimleys' email address - Category E;
- Attachment 14 but only insofar as it identifies the Grimleys' residential address and email address - Category E;
- Attachment 15 but only insofar as it identifies the Grimleys' bank account details, residential address and email address - Categories B and E;
- Attachment 20 but only insofar as it identifies the Grimleys' bank or credit card account numbers, details of transactions other than concerning Ms Caddick or Maliver, the Grimleys' residential address or email address - Categories B and E.

Of course, and for the avoidance of any doubt, the Grimleys have no objection to their statutory declarations and our correspondence being put before the Court in unredacted form, but ask that confidentiality orders to the above effect are sought (to the extent necessary) when that occurs.

In the event that the Receivers consider it is necessary for them to disclose the limited material detailed above to stakeholders other than the Court, please let us know why so that the Grimleys can consider the Receivers' position.

Yours faithfully



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Kate Gillingham
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From: Kyna Messias on behalf of Michael Hayter
Sent: Wednesday, 12 January 2022 10:46 AM
To: O'Brien, Maria
Cc: Gillingham, Kate; Garvin, Millie; Diolúin, Cal; Kyna Messias; Suzi Stojanovski
Subject: 20220112 - Correspondence to Baker McKenzie re list of Receivership Property [SWA-AB.FID350084]
Attachments: 20220111 - Letter to Baker McKenzie.pdf; Pickles Valuation - Artwork, Clothing and Paintings.pdf

Dear Ms O'Brien,

Please see attached correspondence.

Kind regards,

Sent for and on behalf of

Michael Hayter

Partner

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12 January 2022

Maria O'Brien
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swaab.com.au

Dear Ms O'Brien,

**Australian Securities and Investments Commission vs Caddick 2021 FCA 1443 ("the Proceedings")
Objections to take possession of and sell Receivership Property and list of Receivership Property**

We refer to previous correspondence and attach herewith a detailed list of artwork, clothing and paintings in relation to the Receivership Property, which hopefully will assist your clients in formulating any objections they have to our client taking possession of such items and selling the items.

With reference to this particular schedule could your clients identify with particularity which items they object to our client taking possession of and selling.

We note with reference to previous correspondence that you are preparing a response on behalf of your clients in relation to further particulars our client has sought in respect of your clients' claims to various Receivership Property. As part of that response we again request that you put forward on your clients' behalf the factual matters or legal argument (if you're in a position to do so) as to the reasons that your clients would have priority to the Edgecliff property over the claims of the Investors who contributed to the purchase of that property. At this stage we do not have any factual matters or particular legal submissions which support your clients having priority over the claims of

Contact

Michael Hayter
Partner

mkh@swaab.com.au

Our ref
217242

By email
Kate.Gillingham@bakermckenzie.com

Maria.obrien@bakermckenzie.com

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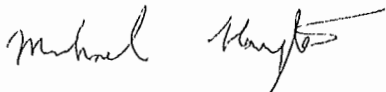


Investors. We are instructed to now make an Application to the Court in relation to the sale of non-disputed Receivership Assets and also in relation to the regime which should be put in place to determine what occurs in relation to Receivership Assets which have been the subject of objection by your clients and other related parties.

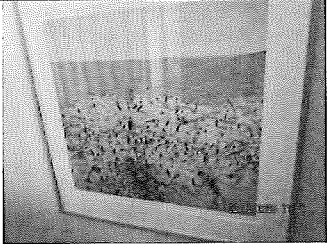

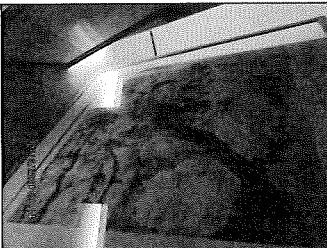

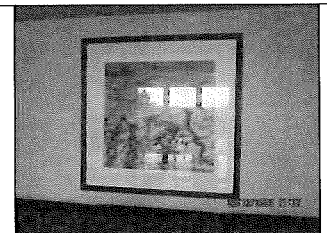

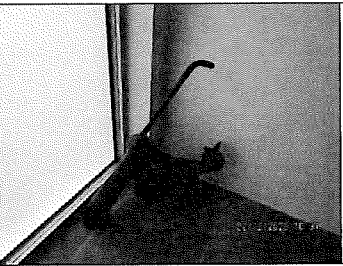



We raise another issue in relation to the priority of competing claims. As you and your clients are aware there is a substantial mortgage secured over the Edgecliff property in favour of National Australia Bank. Could you also urgently confirm (within the next seven days) that your clients acknowledge and agree that such mortgage will take priority over your clients claims to have an interest in the property. If that's not the position then National Australia Bank will also need to be involved in the Proceedings, which will substantially increase costs for all parties.

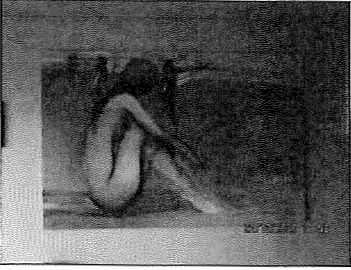

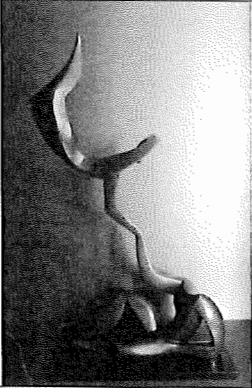

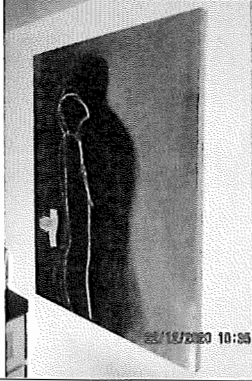

We look forward to your response.

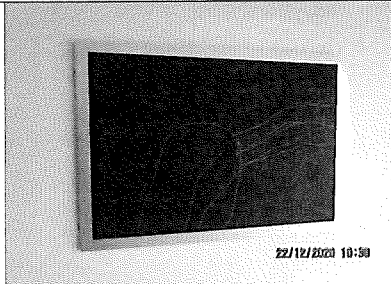

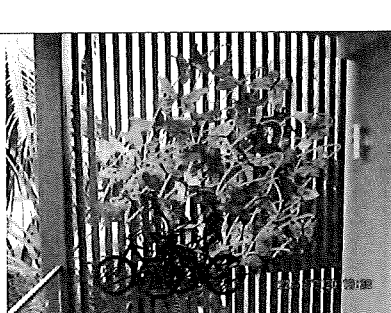

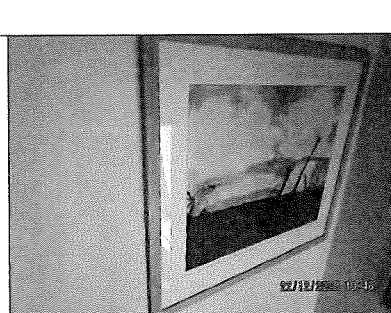

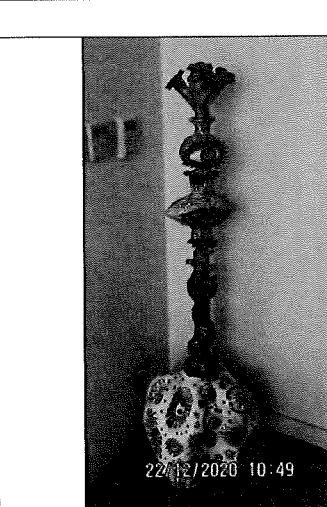

Yours Truly,

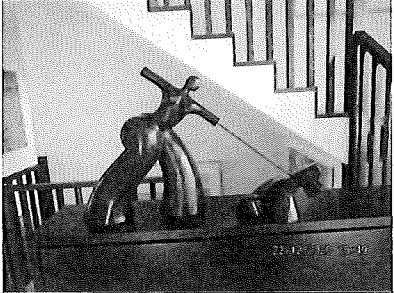





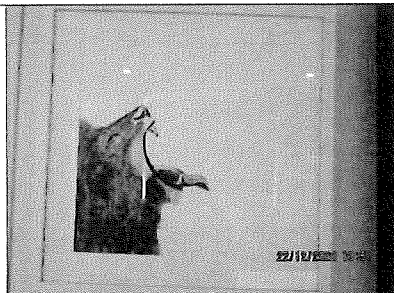

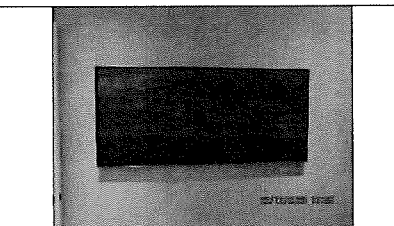

A handwritten signature in black ink, appearing to read "Michael Hayter". The signature is written in a cursive style with a long horizontal stroke at the end.





Michael Hayter

Specified Artworks		Fair Market Value	
1		<p>John Olsen <i>Popping Blue Bottles</i> Digital lithographic print Edition: 29/250 Signed 81 x 87.5cm</p>	
2		<p>John Olsen <i>Frogs on Banana Leaf</i> Digital lithograph Edition of 99 Signed 84 x 80cm</p>	
3		<p>John Olsen <i>Tree Frogs</i> Archival pigment print Edition of 65 Signed lower right 65 x 67cm</p>	
4		<p>Lolek <i>Cat</i> Bronze Limited edition Length: approximately 50cm</p>	
5		<p>Sue Meyer <i>Serendipity</i> Mixed media on canvas Signed lower right 80 x 80cm approximately</p>	

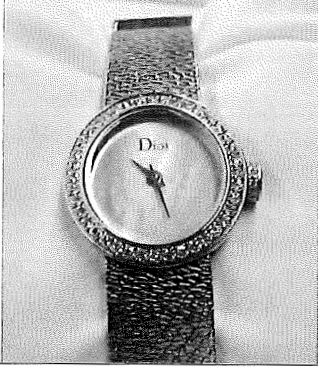





6		<p>Adrian Lockhart <i>Beach</i> Pastel on paper laid on board Signed lower left 40 x 55cm approximately</p>	
7		<p>Unknown Artist <i>Abstract Acrobats</i> Bronze Height: 50cm approximately</p>	
8		<p>Adrian Lockhart <i>Love Song</i> Oil and mixed media on canvas Signed lower right 70 x 70cm approximately</p>	



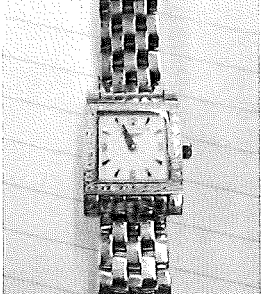

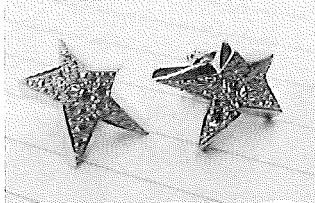

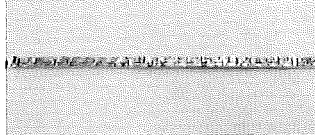

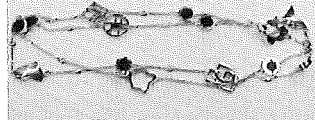

9		<p>Adrian Lockhart <i>Untitled - Abstract</i> Mixed media on canvas Signed lower left</p>	
10		<p>David Gerstein <i>Happy Hour</i> Hand painted aluminium cut-out Signed</p>	
11		<p>John Olsen <i>Giraffes in Wet Season</i> Watercolour on paper Signed and dated 2000 60 x 70cm approximately</p>	
12		<p>Jenny Orchard <i>Totem for Martin</i> Glazed ceramic 152 x 50 x 50cm</p>	

13		<p>Lolek <i>Dog Force</i> Bronze Edition of 8 56 x 89 x 24cm</p>	
14		<p>Luke Sciberras <i>Study for Up Shit Creek, Gallipoli 2014</i> Oil on board 60 x 84cm</p>	
15		<p>Daniel <i>Abstract</i> Oil on canvas Signed lower right</p>	
16		<p>Yayu <i>Me, Myself, I ...</i> Framed print Signed</p>	
17		<p>Michelle Purves <i>Landscape</i> Oil on canvas Signed</p>	

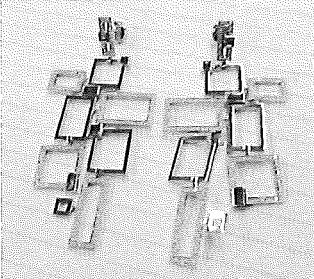

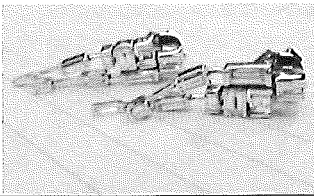

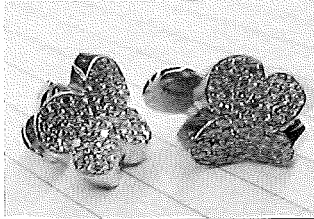

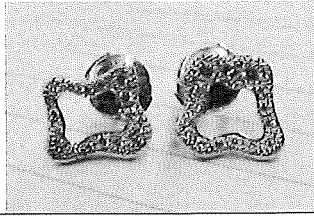



<p>18</p>		<p>Adrian Lockart <i>Nude - Back View</i> Acrylic on canvas Signed</p>	
<p>19</p>		<p>Aboriginal School <i>Untitled</i> Acrylic on canvas</p>	

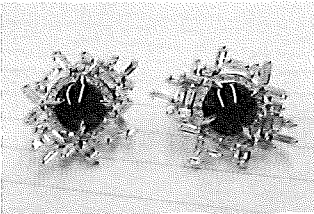

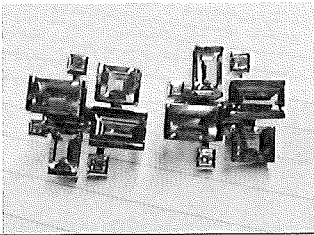





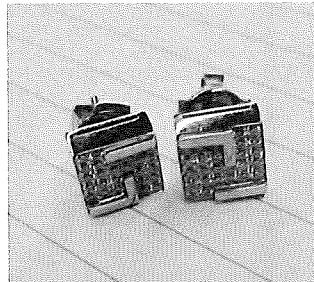

ANNEXURE B - M8084A Jewellery



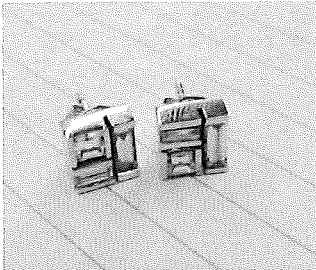






<u>Specified Items of Jewellery</u>			Retail Replacement Value
1	S02287367 	A lady's stainless steel Dior bracelet watch with a diamond set bezel and crown; case # CD04110-J, FR3948; pink dial and diamond set buckle. Case: 20mm	
2	S02287459 	A round brilliant diamond cluster ring within a border of 13 square and baguette cut diamonds and with 22 round diamonds down the shoulders; GIA report 6204522223, 2.12cts, colour: EW, Clarity: SI1.	
3	S02287459 	A lady's steel Cartier Panther bracelet watch; case # 492348NX, 2698, mother of pearl dial. Case: 20mm Discontinued design	

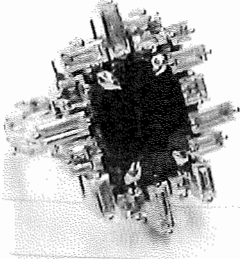





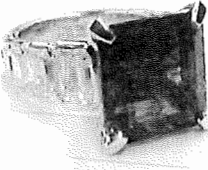



4	S02287459 	A Canturi Cubism black sapphire and white diamond band ring with 11 square and baguette cut black sapphires and 22 square and baguette cut diamonds, set in 18ct white gold; serial # A311213M. Diamonds total: 2.65cts Sapphire total: M5.76cts Weight: 21.0 grams	
5	S02287439 	A lady's steel Longines quartz bracelet watch; diamond set bezel and square case; serial # 30643932. Case: 16mm	
6	S02287439 	A pair of diamond star cluster stud earrings; Canturi 2719243. Diamonds: 56 = 0.56cts [estimate] Weight: 7.0 grams	
7	S02287439 	A Canturi Cubist diamond bracelet with 84 square and baguette cut diamonds, set in 18ct white gold; #520664. Diamonds: 84 = 8.00cts [estimate]; F/VS Weight: 57.2 grams	
8	S02287439 	A Canturi Signature onyx, diamond and pearl necklace; # 2717409. Diamonds: 0.36cts Weight: 46.1 grams	



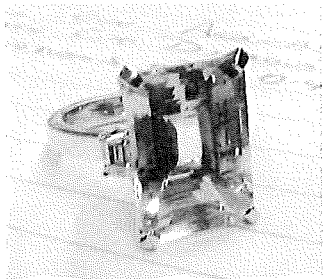

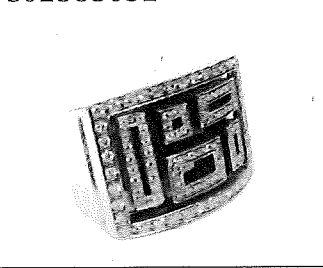

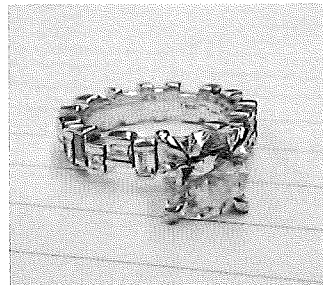

9	S02287439 	A Canturi Signature onyx, diamond and pearl bracelet; # 2717408. Weight: 21.9 grams	
10	S02287391 	A Tag Heuer steel and black ceramic bracelet watch with a diamond set bezel and black dial; reference: WAH1212; serial # RKH7991.	
11	S02287359 	A Canturi Stella necklace from the Cubism Collection; # 522374. Australian black sapphires: 13 = 152.22cts Oval cabochon pink tourmaline: 5.22cts Round diamonds: 313 = 4.08cts Baguette and carré cut diamonds: 224 = 27.73cts Weight: 165.7 grams	
12	S02287363 	A Canturi Lucinda necklace from the Cubism Collection #524408. Round and baguette cut diamonds: 5.62cts, F-G/VS Coloured gemstones: 228.11cts Pink tourmaline: 39.40cts Blue topaz: 51.53cts Citrines: 19.52cts Amethyst: 26.15cts Peridot: 20.59cts Morganite: 19.48cts Beryls: 1.88cts Aquamarine: 19.47cts Total item weight: 233.9 grams	

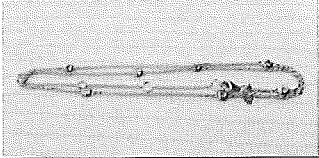

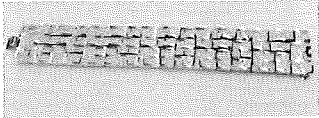



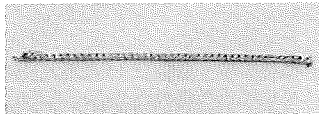



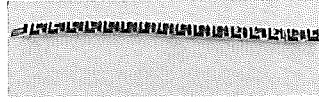



13	<p>S02287368</p> 	<p>A pair of Canturi geometric diamond and emerald earrings in 18ct yellow gold; #526025. Emeralds: 27.3 grams</p>	
14	<p>S02287368</p> 	<p>A pair of Canturi Cubist diamond drop earrings in 18ct white gold. Baguette diamonds: 18 = 0.77cts Weight: 8.7 grams</p>	
15	<p>S02287368</p> 	<p>A pair of Canturi diamond flower earrings; # 2711480. Diamonds: 100 = 1.80cts [estimate] Weight: 13.6 grams</p>	
16	<p>S02287368</p> 	<p>A pair of Canturi Island Luxe diamond earrings. Diamonds: 30 = 0.29cts</p>	
17	<p>S02287368</p> 	<p>A pair of Canturi aquamarine and diamond drop earrings; #522869. Aquamarines: 2 = 11.36cts Diamonds total: 3.36cts Weight: 19.1 grams</p>	



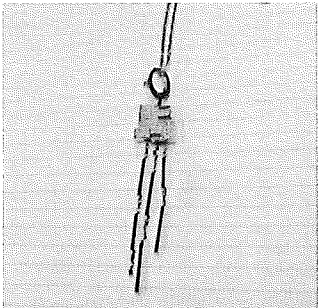





18	 <p>S02287368</p>	<p>A pair of Canturi black sapphire and diamond Cubism cluster earrings. Diamonds: 2.5cts Weight: 13.4 grams</p>	
19	 <p>S02287368</p>	<p>A pair of Canturi Cubist colour burst earrings; pink tourmaline, citrine, blue topaz, peridot and 6 = 0.28cts carré cut diamonds. Weight: 17.5 grams</p>	
20	 <p>S02287368</p>	<p>A pair of Canturi Regina Collection black sapphire and diamond earrings in 18ct white gold. Diamonds total: 0.40cts Weight: 15.6 grams</p>	
21	 <p>S02287368</p>	<p>A pair of diamond round cluster earrings; each earring with 7 round brilliant cut diamonds in 18ct white gold. Diamonds: 14 = 2.00cts [estimate]; F/VS Weight: 6.0 grams</p>	
22	 <p>S02287368</p>	<p>A pair of Canturi Labyrinth Collection diamond solitaire earrings in 18ct yellow gold. Diamonds total: 0.44cts Weight: 6.7 grams</p>	

23	S02287368 	A pair of Canturi Odyssey Collection flower and butterfly 18ct pink and white gold earrings with a briolette cut morganite below diamonds. Diamonds total: 0.32cts Morganite: 2 = 12.14cts Weight: 9.7 grams	
24	S02287368 	A pair of Canturi Cubist Collection three stone diamond square earrings in 18ct white gold with 4 baguette diamonds and 2 carré diamonds. Diamonds total: 6 = 1.20cts [estimate] Weight: 5.7 grams	
25	S02287360 	A lady's steel Louis Vuitton wristwatch with 8 diamonds on the dial; # TD2903, Q12MG. Case: 28mm	
26	S02583019	A Canturi 18ct white gold Cubism plain dog tag and 18ct white gold curb link neck chain. Total weight: 25.2 grams	
27	S02287364 	A Canturi Cubism Collection aquamarine, sapphire and diamond necklace in 18ct white gold. Aquamarines: 47 = 344.02cts Ceylon sapphires: 25 = 5.89cts Diamonds: 165 = 9.76cts Cabochon cut sapphire: 12.39cts Weight: 330 grams	

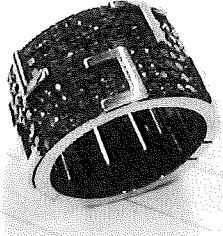

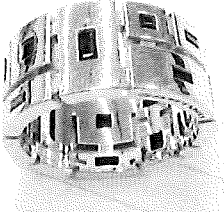

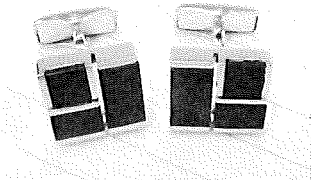

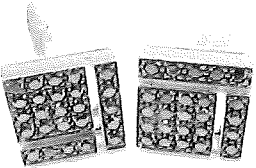



28	S02583048		A Canturi Cubism Stella oval black sapphire and diamond cluster ring. Sapphires: 3.38cts Diamonds: 23.65cts Weight: 13.0 grams	
29	S02583046		A Canturi black diamond three-quarter bangle. Black diamonds: 32 = 0.96cts Weight: 13.3 grams	
30	S02583049		A Canturi oval aquamarine and diamond pavé Cubism Collection dress ring. Aquamarine: 7.2cts; fine blue/green diamonds: 1.63cts Weight: 19.0 grams	
31	S02583047		A Canturi emerald and diamond ring from the Upswept Collection. Emerald: 6.81cts GSL report AA60416 Diamonds: 10 = 3.84cts 2 = 0.14cts Including GIA 7276768862 0.71cts; F/VVS 7276947734 0.70cts; F/VS 2277803402 0.51cts; F/VS 7286254023 0.51cts; F/VVS	
32	S02287391		A Canturi 18ct white gold black rhodium plated skull with 11 baguette diamond teeth and leather necklet with a 18ct white gold clasp lock; serial # 524809.	



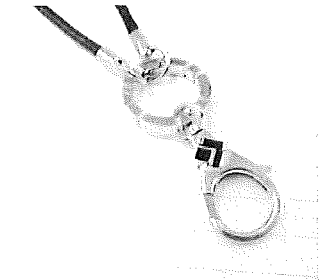

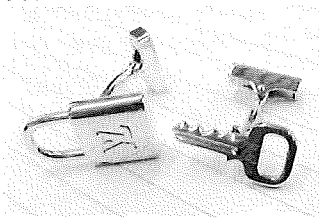



33	S02583050 	A round cubic zirconia ring; claw set in 14ct gold Weight: 3.5 grams	
34	S02583053 	An emerald cut aquamarine ring with a baguette cut diamond each shoulder. Aquamarine: 9.42cts Diamonds: 2 = 0.40cts [estimate] Weight: 10.0 grams	
35	S02583052 	A Canturi Geometric Collection diamond dress ring set in 18ct white gold. Diamonds total: 0.68cts Weight: 33.9 grams	
36	S02583051 	A Canturi Cubism design round brilliant cut diamond ring; claw set in 18ct white gold with baguette and carré cut diamonds on the band. Diamond: HRD certificate HRD20023268102 stating 1.82cts, Colour: G, Clarity: SI2 Weight: 6.4 grams	

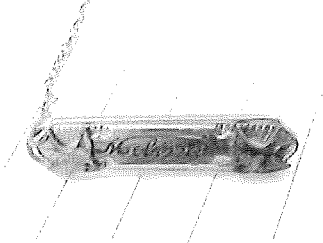

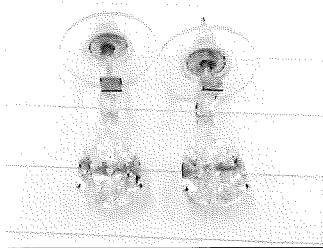

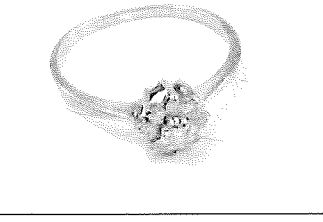

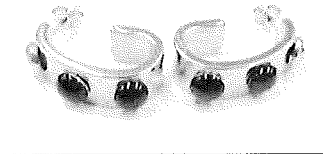

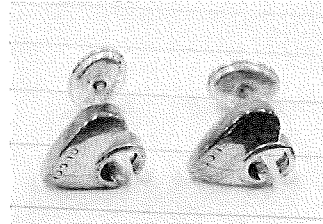

37	S02583044 	A Canturi eight diamond chain necklace. Diamonds: 8 = 0.24cts Weight: 5.5 grams	
38	S02583054 	A Canturi Geometric Collection Labyrinth diamond and 18ct yellow gold bracelet. Diamonds: 926 = 13.24cts Weight: 139.6 grams	
39	S02583068 	A Canturi Cubism Collection 18ct white gold bracelet with a baguette black sapphire channel set on the clasp. Weight: 83.4 grams	
40	S02583067 	A diamond line bracelet with 42 round brilliant cut diamonds claw set in 18ct white gold. Diamonds: 42 = 6.75cts [estimate]; F/VS Weight: 21.1 grams	
41	S02583066 	A Canturi Cubism Collection 18ct white gold bracelet with three black sapphires channel set on the clasp. Weight: 76.7 grams	
42	S02583065 	A Canturi Cubism Collection 18ct white gold bracelet with 104 square and baguette cut black sapphires. Weight: 75.6 grams	
43	S02583063 	A three stone diamond ring; the central round brilliant cut diamond and two old cut diamonds claw set in 18ct gold. Diamonds: 1 = 0.77cts [estimate]; F/P1 2 = 0.66cts [estimate]; G to H/SI Weight: 4.3 grams	

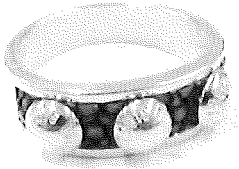


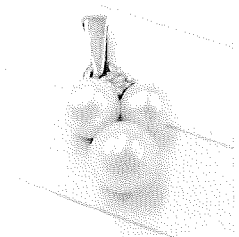

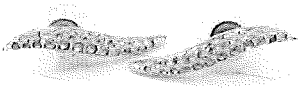

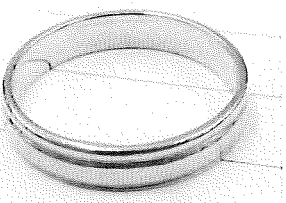

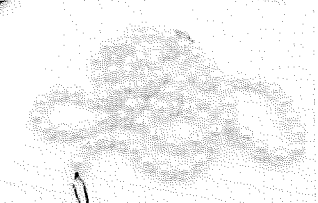

44	S02583064 	A Canturi Odyssey Collection 18ct white gold diamond set star bangle. Diamonds total: 1.14cts Weight: 27.1 grams	
45	S02583062 	A Canturi Labyrinth Signature Collection diamond necklace and chain in 18ct white gold, with a small carré cut aquamarine on bale. Diamonds: 77 = 1.15cts [estimate] Weight: 26.6 grams	
46	S02583061 	A Canturi Odyssey Collection 18ct white gold diamond flower pendant and chain. Diamonds: 2.69cts Total weight: 15.6 grams	
47	S02583060 	A Canturi Odyssey Collection star pendant and chain. Diamond total: 0.89cts Weight: 9.5 grams	

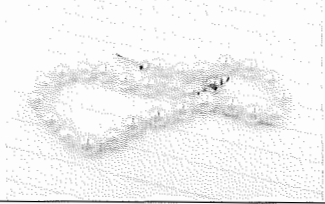

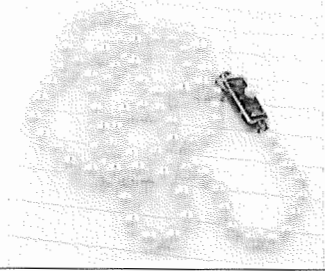





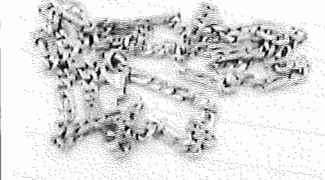

48		<p>A Canturi Cubism Collection pave black sapphire dog tag pendant in 18ct white gold with chain. Australian sapphires: 11.25cts Total weight: 26.1 grams</p>	
49		<p>A Canturi Cubism Collection green tsavorite garnet and diamond pendant and chain. Garnet: 0.86cts Baguette diamonds: 10 = 0.46cts Total weight: 7.9 grams</p>	
50		<p>A Canturi Cubism Collection ring with baguette cut black sapphires in 18ct white gold. Sapphires: 9.47cts Weight: 22.6 grams</p>	
51		<p>A Canturi gents dress ring from the New Prototype Collection of 18ct white gold woven link design with black diamonds. Diamonds: 0.96cts Weight: 22.1 grams</p>	

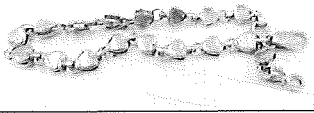





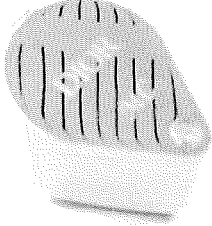

52	 <p>S02583055</p>	<p>A Canturi Labyrinth Collection gent's dress ring with black diamonds. 250 = 3.93cts Weight: 23.0 grams</p>	
53	 <p>S02583033</p>	<p>A Canturi Cubism 18ct white gold ring with sixteen baguette cut black sapphires. Weight: 27.1 grams</p>	
54	 <p>S02583032</p>	<p>A pair of Canturi Cubism 18ct white gold black onyx cufflinks. Weight: 16.2 grams</p>	
55	 <p>S02583031</p>	<p>A pair of Canturi Cubism 18ct white gold pave set black diamond square cufflinks. Diamonds: 1.55cts Weight: 15.2 grams</p>	
56	 <p>S02583071</p>	<p>A gentleman's steel Breitling chronograph Navitimer wrist watch; serial # 3186902, reference: AB0127. Case: 46mm</p>	

57		<p>A gentleman's Louis Vuitton digital wrist watch; # QA0511; TT 7986. Case: 42mm</p>	
58		<p>A Canturi six stone baguette cut black sapphire large bold ring and 23mm ring on a leather necklet. Weight: 22 grams</p>	
59		<p>A pair of Louis Vuitton sterling silver cufflinks in the Padlock and Key design; #GL0171. Weight: 15.5 grams</p>	
60		<p>A pear shape blue topaz and diamond pendant in 18ct white gold; handmade mount. Blue topaz: 18 x 13mm Diamonds: 1 = 0.30cts [estimate]; F/VS 5 = 0.12cts [estimate]; F/VS Weight: 6.1 grams</p>	









61	S02583021 	A gold plated and blue enamelled swallow baby brooch.	
62	S02583022 	A pair of 9ct white gold pear shaped cubic zirconia drop earrings. Weight: 2.5 grams	
63	S02583023 	A nine stone diamond posy cluster ring; claw set in 9ct yellow gold; hallmarked: London 1983. Diamonds: 9 = 0.22cts [estimate] Weight: 1.4 grams	
64	S02583026 	A pair of gold plated and black stone hoop earrings.	
65	S02583024 	A pair of Gucci silver heart earrings. Weight: 3.1 grams	







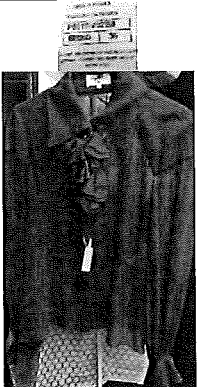

66	S02583025		A Louis Vuitton gold plated ring.	
67	S02583027		A pair of 18ct white gold blue topaz drop shape earring enhancers. Topaz: 16 x 10mm Weight: 5.1 grams	
68	S02583028		A three small cultured pearl pendant set in 9ct yellow gold. Weight: 0.7 grams	
69	S02583029		A pair of imitation diamond earrings.	
70	S02583030		An 18ct yellow gold 3.5mm wedding ring. Weight: 2.5 grams	
71	S02583034		A 7.0-7.5mm baroque cultured pearl necklace.	

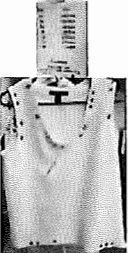









72	S02583035		A 5.0-5.5mm baroque cultured pearl bracelet with a 14ct yellow gold ball clasp.	
73	S02583036		An imitation pearl necklace.	
74	S02583037		A graduated 3.4-7.0mm semi-round cultured pearl necklace.	
75	S02583038		An imitation pearl necklace.	
76	S02583039		A silver chain. Weight: 9.5 grams	









77	S02583040 	A silver heart bracelet. Weight: 7.7 grams	
78	S02583041 	A 9ct gold charm bracelet. Weight: 60.5 grams	
79	S02583042 	A silver charm bracelet. Weight: 70.3 grams	
80	S02583080 	A Dior 10X triplet loupe.	







ANNEXURE C - M8084A Clothing

	Specified Items of Clothing		Retail Replacement
1		1784561 Collette Dinnigan Pink Silk and Embroidered Sequin Dress with Separate Silk Scarf Size S	
2		1784562 Collette Dinnigan Spaghetti Strap Bias Cut Knee Length Dress with Black Embroidered Bodice together with a Black Embroidered Silk Belt (dress is stained underarms) Reference 4115088 dress Reference 9102292 belt	
3		1784563 Collette Dinnigan Taupe Lace Dress with Sequins Reference 4115354	
4		1784564 Collette Dinnigan Fuschia Silk Party Dress with Silver Embroidered Paisley Design Bodice Size S Reference 8315044S	











5		<p>1784565 Collette Dinnigan Soft Pink Dress with Silver Embroidered Lace Overlay Reference 4315038</p>	
6		<p>1784566 Collette Dinnigan Beige Sequin Bolero Style Cardigan Reference 6365016</p>	
7		<p>1784863 Balmain Black Knit Lame Short Dress with Gold Buttons at the Shoulder Size 38 Reference 103704</p>	
8		<p>1784864 Chanel Fuschia Pink Silk Shirt with detachable Front Ruffle Size 36 Reference P55115V02158</p>	



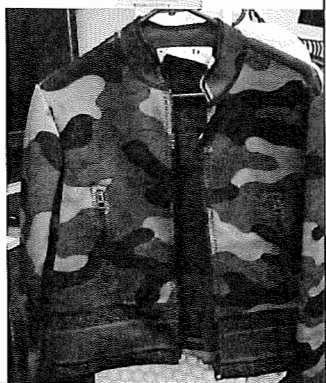





9		<p>1784865 Louis Vuitton Crème Sleeveless Top with House Hardware size 36 For Japan Market Only Reference VCCW04</p>	
10		<p>1784866 Chanel Navy Blue Pleat Front Silk Shirt Size 36 Reference P57191V12320</p>	
11		<p>1784867 Christian Dior D-Club Mule Black Calfskin Size 38</p>	
		<p>1784868 Christian Dior Knitted Black Double Breasted Bar Jacket size 38 Reference 054V03BS203</p>	
12 1		<p>1784869 Christian Dior Gray and White Single Breasted Jacket Size 38 Reference 051V19A1284</p>	





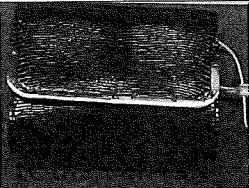

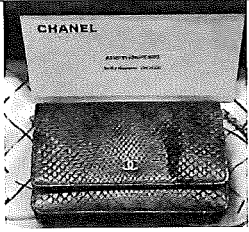

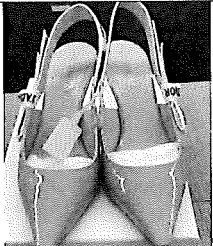

13		<p>1784870 Saint Laurent Tribute Flat Sandals in Smooth Leather Black 38.5</p>	
14 1		<p>1784881 Christian Dior Red Dress Reference 911D12A1166</p>	
15		<p>1784882 Dolce and Gabbana Emerald Crepe Peplum Dress (2018) Reference - F68C4T FURDV</p>	
16		<p>1784883 Christian Dior Black Knit Dress Reference 054L02AM305</p>	

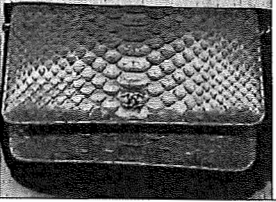

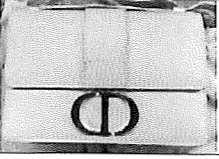







<p>17</p>		<p>1784884 Christian Dior Black Crepe Dress with Black Crepe Belt Reference 041R40A1212</p>	
<p>18</p>		<p>1784885 Christian Dior Cream Crepe dress 7H21605A1162</p>	
<p>19</p>		<p>1784886 Christian Dior Black Wool and Silk Halter Dress 011R16A1212</p>	







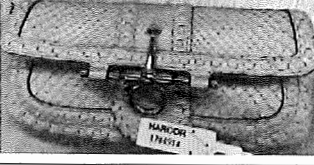



20		<p>1784887 Christian Dior Navy Blue Wool and Silk Button Through Long Vest Size 36 Reference 011R98A1166</p>	
21		<p>1784888 Christian Dior Black Wool and Silk Sleeveless V Neck Knee Length Dress Size 38 Reference 8C21633A1166</p>	
22		<p>1784889 Christian Dior Beige/Pink Short Sleeve Knee Length Wool and silk Dress Size 36 Reference 011A10A1212</p>	
23		<p>1784890 Valentino Crème Short Sleeve Dress Size 40 Reference KB3V6811CF</p>	



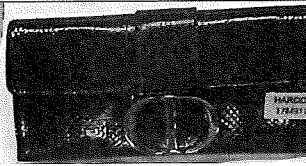





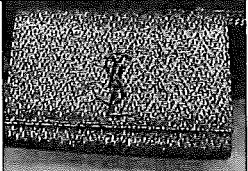

24		<p>1784891 Balmain Red Double-Breasted Jacket with Six Gold Buttons Size 40 Reference 137216 215C</p>	
25		<p>1784892 Balmain Corn Flower Blue Double-Breasted Blazer Reference 127211 196D</p>	
26		<p>1784893 Christian Dior Grey Single Breasted Wool Jacket Size 40 Reference 051V19A1232</p>	
27		<p>1784894 Christian Dior Black Wool Vest Referene 011G12A1166</p>	
28		<p>1784895 Christian Dior Black Single Breasted Jacket Size 42 Reference 831V01A1166</p>	

29		<p>1784966 Balmain Black Double-Breasted Blazer with 6 Gold Buttons Size 40 Reference 137216 215C</p>	
30		<p>1784897 Christian Dior Bomber Jacket – Khaki Camouflage Technical Fabric with 'Christian Dior' signature Reference: 041C29A2291</p>	
31		<p>1784898 J. Mendel Green Dyed Mink Jacket</p>	
32		<p>1784899 Louis Vuitton Brown Wool and Cashmere Cape with Front Zip</p>	









33		<p>17848900 Christian Dior Blue Silk Hand Embroidered Applique V Neck Gown Size 36 Reference 8F1R70X6611</p> <p>Look 33 Trunk Show</p>	
34		<p>1784901 Christian Louboutin The Taurus Mule Size 38</p>	
35		<p>1784902 Louis Vuitton Black Leather Clutch Bag with Leather Strap</p>	
36		<p>1784903 Chanel 'Iridescent' Snakeskin Gold Clutch with Gold Strap (2016-2017)</p> <p>Reference A33814Y60407CC8595 Serial Number: 22125237</p>	
37		<p>1784904 Christian Dior J'adior Beige Patent Leather Sling Back Heels Size 38</p>	

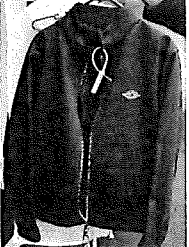

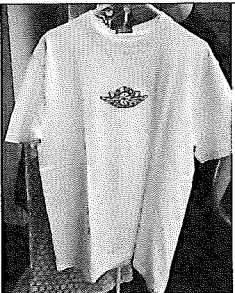



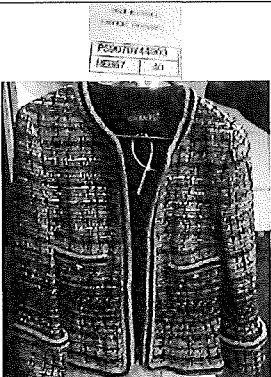

38		1784905 Chanel Blue Snakeskin Bag with Chain Strap (2016-2017) Reference A33814Y605742B36 Serial Number 22581244	
39		1784906 Christian Dior 30 Mantaigne Cream Handbag with Gold Monogram	
40		1784907 Air Dior Navy Cotton Shorts Size 46 (with tags)	
41		1784908 Christian Dior Jasmin Des Anges Liquid Hand Soap 350ml	
42		1784910 Christian Dior White and Navy Blue Cotton Voile Midi Dress with Toile de Jouy Tropicalia Print Size 36 Reference: 041R09A3755_X5883 2020- 21FW	



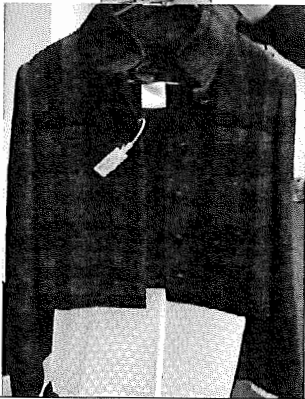



43		<p>1784911 Oscar De La Renta Blue and Black Strapless Ball Gown Size 8 Reference 18PN052LWF</p>	
44		<p>1784912 Saint Laurent Grey Leather Monogrammed Clutch Bag</p>	
45		<p>1784913 Yves Saint Laurent Beige YSL Clutch Bag with Gold Chain</p>	
46		<p>1784914 Gucci Beige Snakeskin Clutch Bag with Gold Hardware (2011) Reference 263984/204991</p>	
47		<p>1784915 Gucci Dusty Pink Monogrammed Bag with Chain</p>	





48		<p>1784916 Christian Dior Black Envelope Purse with Gold Chain (some wear)</p>	
49		<p>1784917 Christian Dior Green Snakeskin Clutch bag with Gold Hardware Reference 91001489172</p>	
50		<p>1784918 Alexandre Vathier Black Lame Dress</p>	
51		<p>1784919 Alexandre Vauthier Purple Long Lame with Front Slip with Velvet belt (Belt may not be matching)</p>	
52		<p>1784920 Yves Saint Laurent Silver Evening purse with chain</p>	



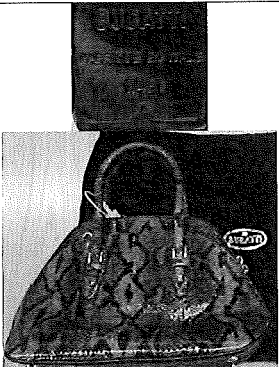



53		<p>1784922 Christian Dior Lucky Eau De Parfum 125ml</p>	
54		<p>1784923 Christian Dior Lady Dior White Fluffy Bag with Blue Embroidered sequence flowers and Perspex Handle</p>	
55		<p>1684924 Louis Vuitton EPI Blue Leather Bag with Sequin Applique 'Flame' Design</p>	
56		<p>1784925 Collette Dinnigan Nude Beaded Strapless Mini Dress Reference 11115033</p>	





57		<p>1784929 Collette Dinnigan Cream Lace and Tulle Strapless Long Dress (stain on tulle front) Cotton and Silk Reference 11214038</p>	
58		<p>1784930 Collette Dinnigan Antique Rose Sequin Mini Dress (with Brown and Yellow Ribbon) Size XS Reference 9215156 (With tags)</p>	
59		<p>1784931 Christian Dior Dior x Shawn Blue Sweater with Tags Size L Reference 033J210A0631-502</p>	
60		<p>1784932 Christian Dior Dior X Shawn Stussy Black Bee Hoodie Size XL</p>	

61		1784933 Dior X Air Jordan Dior X Jordan Zip Cotton Logo Navy Jacket Men's Fall 2020 Cotton Zip Jacket	
62		1784935 Dior X Air Jordan Dior X Jordan White Cotton T-shirt with embroidered logo	
63		1784936 Dior X Air Jordan Dior X Jordan Navy Blue Cotton T-shirt with embroidered logo	
64		1784941 Chanel Boucle/Tweed pink and black jacket size 40 P59070V44903	

<p>65</p>		<p>1784942 Chanel Boucle/Tweed Black Jacket size 38 Reference P56910V371655</p>	
<p>66</p>		<p>1784943 Chanel Navy and Black Lame Blazer Size 38 Reference P52728V39323</p>	
<p>67</p>		<p>1784944 Chanel Light Pink Jacket Size 38 - Resort 2016 Size 38 Reference P53061V39701</p>	

68		1784945 Christian Dior White 30 Montaigne Bar Jacket Size 42 Reference 841V01A1166	
69		1784946 Dolce & Gabbana Long Black Lace Strapless Dress Reference DC-F60XT/FLMVR-G	

70		<p>1784947 Christian Dior Crepe Long Black Dress size 36 Reference 9W1L25A2012</p>	
71		<p>1784948 Bugatti Blue Snakeskin Bag</p>	
72		<p>1784949 Christian Dior Navy Wool Zipped Hoodie Cardigan</p>	

73		1784950 Christian Dior Dior X Shawn Stussy Black Bee Hoodie Size L	
			



From: Diolúin, Cal <Cal.Dioluin@bakermckenzie.com>
Sent: Tuesday, 18 January 2022 4:02 PM
To: Michael Hayter
Cc: Gillingham, Kate; Garvin, Millie; Kyna Messias; Suzi Stojanovski; O'Brien, Maria
Subject: 20220112 - Correspondence to Baker McKenzie re list of Receivership Property
Attachments: Grimley_Second Confidentiality letter to Receivers 18-Jan-22.pdf

FilingDate: 18/01/2022 4:16:00 PM

Dear Michael

Please see the attached correspondence.

Kind regards

Cal Diolúin
General Associate (admitted in Ireland, England and Wales only)
Baker & McKenzie
Tower One - International Towers Sydney
Level 46, 100 Barangaroo Avenue | Sydney NSW 2000 | Australia
T +61 2 8922 5522 | M +61 435 146 346 | F +612 9225 1595
cal.dioluin@bakermckenzie.com | www.bakermckenzie.com/australia

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Thank you.

From: Kyna Messias <ksm@swaab.com.au> **On Behalf Of** Michael Hayter
Sent: Wednesday, 12 January 2022 10:46 AM
To: O'Brien, Maria <Maria.O'Brien@bakermckenzie.com>
Cc: Gillingham, Kate <Kate.Gillingham@bakermckenzie.com>; Garvin, Millie <Millie.Garvin@bakermckenzie.com>; Diolúin, Cal <Cal.Dioluin@bakermckenzie.com>; Kyna Messias <ksm@swaab.com.au>; Suzi Stojanovski <sxs@swaab.com.au>
Subject: [EXTERNAL] 20220112 - Correspondence to Baker McKenzie re list of Receivership Property [SWA-AB.FID350084]

Dear Ms O'Brien,

Please see attached correspondence.

Kind regards,

Sent for and on behalf of

Michael Hayter
Partner
Swaab
T +61 2 9233 5544 | F +61 2 9233 5400
mkh@swaab.com.au | www.swaab.com.au | [Profile](#) | [vCard](#)



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* Associated Firm
** In cooperation with
Trench, Rossi e Watanabe
Advogados

18 January 2022

Michael Hayter
Swaab
Level 4
20 Hunter Street
Sydney NSW 2000

Dear Michael

Melissa Caddick: Barbara and Edward Grimley Confidentiality

We refer to your letter dated 23 December 2021, to our letter of 10 January 2022 in response in relation to confidentiality, and to your further letter of 12 January 2022 in relation to confidentiality.

We appreciate the Receivers being understanding of the Grimleys' concerns regarding confidentiality.

We respond as follows to the matters raised in your letter using your paragraph numbers.

1. We are instructed to prepare redacted versions of the statutory declarations and will provide these to you shortly (likely this week, although it is quite a large job).
2. The Grimleys do press the redaction of their residential address: while we accept it can be ascertained from public records, and we understand that the Receivers will need to disclose the address to some people in order to progress the realisation of the Receivership Property (which we assume they will do sensitively), we do not want to make it easy for people to locate the Grimleys, particularly in light of their frailty and Mr Grimley's ill health.
3. The Grimleys are content not to press the redaction of paragraph 2 of Mr Grimley's statutory declaration.

Would you please clarify that, in accepting the Grimleys' concerns, the Receivers agree that:

- (a) they will not provide the statutory declarations to the Investors other than in redacted form consistent with the claims made in our letter of 10 January 2022 (as modified consistent with (3) above);

- (b) if the statutory declarations are put before the Court, they will seek suppression orders consistent with the claims made in our letter of 10 January 2022 (as modified consistent with (3) above).

The Grimleys are also concerned at the statutory declarations making their way into the public domain and into the press. As you would appreciate, the nature and contents of the statutory declarations sensitive and, should they be disseminated more widely, likely to cause great (further) distress to the Grimleys. To that end, would you please clarify whether the Receivers propose that there be any further disclosure of the statutory declarations other than to the Court and potentially to Investors? Further, would you please indicate what steps are being taken to mitigate the risk of the statutory declarations and their contents being distributed to the public.

Given the unique circumstances of this case, as the Grimleys are not parties to the ASIC proceeding, the Grimleys' statutory declarations in the Receivers hands are not subject to the implied undertaking in *Harman v Home Office*. Similarly, as they are not parties either, Investors would certainly not be bound by that implied undertaking if it did exist.

To assist in addressing this concern we propose the following for the Receivers' input:

- (i) We understand that the Grimleys' claims in respect of the Edgecliff Property of are concern to the Investors, but we would have thought it was possible for the Grimleys' claims to 5 items seized from Dover Heights (the subject of Mrs Grimley's Second Statutory Declaration) and to their own possessions in the Edgecliff Property (the subject of Mrs Grimley's Third Statutory Declaration) to be resolved as between the Receivers and the Grimleys and without Mrs Grimleys' Second and Third Statutory Declarations being provided to the Investors.
- (ii) To the extent the Receivers consider it necessary to provide any of the statutory declarations to the Investors, is it possible that this disclosure could be limited to legal advisers only?
- (iii) If this is not possible, could the Receivers provide the statutory declarations to the Investors on the basis that they are provided on the terms of the *Harman v Home Office* implied undertaking and that they are not to be used for any purpose than the Receivership and - in particular - that they not be circulated or released to the press. In this regard, we reiterate the need for the Receivers to indicate to any Investor to whom the statutory declarations are provided that the statutory declarations are to be treated as confidential.

Request for bank statements

In relation to the request regarding bank statements, the Grimleys note with concern and reject your assertion that there has been "*large scale intermingling of their finances with funds provided to their daughter by Investors*". Please confirm that the Receivers do not consider that the Grimleys had any knowledge of the activities of Ms Caddick the subject of the the ASIC proceeding.

As the Grimleys understood it, funds that they had provided to Ms Caddick were being returned to them in instalments. If this means that there was "*large scale intermingling of [the Grimleys'] finances with funds provided to their daughter by Investors*", then that same "intermingling" would have occurred for any Investors who received any return of funds from Ms Caddick (and we assume similar requests have been or will be made of them).

We also note that significant quantities of the Grimleys' bank statements have already been provided by the Grimleys to the Receivers as attachments to their statutory declarations.

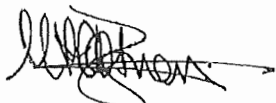
Nonetheless, the Grimleys are certainly prepared to consider the request, as they have nothing to hide, but will need to understand the scope of the request including to what bank accounts its relates and over what time period.

Public examinations

Your letter foreshadows "Public Examinations" which "will be occurring". We are not aware that the orders of Justice Markovic of 22 November 2021 (or any other order) deal with the Receivers undertaking Public Examinations.

Please clarify what is intended in this regard including the basis (and power relied upon), and the proposed timing for such examinations. It would also be of assistance if you would indicate why the Receivers consider such examinations necessary and appropriate, particularly in light of the relatively modest size of the estate.

Yours faithfully



Maria O'Brien
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Maria.O'Brien@bakermckenzie.com

Kate Gillingham
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+61 2 8922 5410
Kate.Gillingham@bakermckenzie.com

From: Diolúin, Cal <Cal.Dioluin@bakermckenzie.com>
Sent: Friday, 21 January 2022 4:58 PM
To: Michael Hayter
Cc: Gillingham, Kate; Garvin, Millie; Kyna Messias; Suzi Stojanovski; O'Brien, Maria
Subject: 20220112 - Correspondence to Baker McKenzie re list of Receivership Property
Attachments: Grimley_Letter to Receivers_Possessions_21.01.2021(411076125.1).pdf

Dear Michael

Please see the attached correspondence.

Due to size restrictions, the attachments have been sent to you by secure transfer.

Please let me know if you have any difficulty accessing the documents.

Kind regards

Cal Diolúin
General Associate (admitted in Ireland, England and Wales only)
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Thank you.

From: Diolúin, Cal
Sent: Tuesday, 18 January 2022 4:01 PM
To: 'Michael Hayter' <mkh@swaab.com.au>
Cc: Gillingham, Kate <Kate.Gillingham@bakermckenzie.com>; Garvin, Millie <Millie.Garvin@bakermckenzie.com>; Kyna Messias <ksm@swaab.com.au>; Suzi Stojanovski <sxs@swaab.com.au>; O'Brien, Maria <Maria.O'Brien@bakermckenzie.com>
Subject: 20220112 - Correspondence to Baker McKenzie re list of Receivership Property

Dear Michael

Please see the attached correspondence.

Kind regards

Cal Diolúin
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From: Kyna Messias <ksm@swaab.com.au> On Behalf Of Michael Hayter
Sent: Wednesday, 12 January 2022 10:46 AM
To: O'Brien, Maria <Maria.O'Brien@bakermckenzie.com>
Cc: Gillingham, Kate <Kate.Gillingham@bakermckenzie.com>; Garvin, Millie <Millie.Garvin@bakermckenzie.com>; Diolúin, Cal <Cal.Dioluin@bakermckenzie.com>; Kyna Messias <ksm@swaab.com.au>; Suzi Stojanovski <sxs@swaab.com.au>
Subject: [EXTERNAL] 20220112 - Correspondence to Baker McKenzie re list of Receivership Property [SWA-AB.FID350084]

Dear Ms O'Brien,

Please see attached correspondence.

Kind regards,

Sent for and on behalf of

Michael Hayter
Partner
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^{*} Associated Firm
^{**} In cooperation with
Trench, Ross & Watanabe
Advogados

21 January 2022

Michael Hayter
Swaab
Level 4
20 Hunter Street
Sydney NSW 2000

Dear Michael

Melissa Caddick: Barbara and Edward Grimley Receivership Property

We refer to your letter dated 23 December 2021 (**Your Letter**), responding to our letter of 15 December 2021 (**Our Letter**).

We also respond to your letter dated 12 January 2022 with the title "Objections to take possession of and sell Receivership Property and list of Receivership Property" (**Your 12 January Letter**).

In this letter, we deal substantively with the matters raised in Your Letter other than confidentiality (to which we responded in our letter of 10 January 2022) using the headings in that letter and capitalised terms as defined in our letter of 15 December 2021 and the enclosed statutory declarations. We also refer, where relevant, to the matters raised in Your 12 January Letter.

As a preliminary matter, we note that it remains unclear (including after receipt of Your 12 January Letter) precisely what, for the purposes of the orders of Justice Markovic of 22 November 2021, the Receivers assert is "Receivership Property". In particular, you have not indicated whether you assert "Receivership Property" extends to all items referenced in the Pickles Report. We continue to press for clarity on this critical point.

Overview and Edgecliff Property

The Grimleys are prepared to concede that, as a factual matter, the proceeds of the sale of their Connells Point property paid to Ms Caddick on 3 April 2017 (\$32,450.40) and on or around 7 April 2017 (\$1,000,000 of \$1,154,717.09 paid) were received by Ms Caddick after she completed the purchase of the Edgecliff Property. We are otherwise unable to agree to facts that would involve the Grimleys undertaking an extensive forensic analysis of the movement of funds through Ms Caddick's bank accounts.

Further, we are unable to respond to your assertions in respect of Adam Grimley, as we do not act for him.

We address the Grimley's position in respect of the NAB below. As you are aware (and will be apparent from the below), the Grimleys do not possess the information which they require (and have requested on more than one occasion) to consider their position. Consequently, they cannot make legal submissions until they have had been provided access to relevant documents.

Further, the Grimleys need to understand the Receivers' position in respect of the *Black v Freedman* trust ASIC contends is impressed on all funds invested by Investors in order to determine whether they agree with the Receivers or, insofar as there is a dispute, the extent of that dispute. In particular, the Grimleys need to understand whether the Receivers' position is that the interest of the Investors can be traced into the Edgecliff Property:

- (a) in respect of all Investors;
- (b) only in respect of those Investors whose funds were contributed prior to 19 January 2017 (being completion of the purchase of the Edgecliff Property); or
- (c) only in respect of those Investors whose funds were paid immediately prior to:
 - (i) the payment of the deposit on the purchase of the Edgecliff Property or
 - (ii) the payment of the balance upon completion of the purchase of the Edgecliff Property,to the extent of those amounts.

National Australia Bank Documents

Thank you for the further NAB documents. The notice to NAB you provided with your 23 December 2021 letter appears to be a notice in respect of the sale of Receivership Property and not a request for documents.

In any case, as outlined in Our Letter, the NAB documents provided to us prior to that letter appeared to be incomplete. The documents provided by the Receivers appear to be incomplete given they did not extend past 9 December 2016 and:

- (a) the settlement on the Edgecliff Property did not actually occur until 18 January 2017;
- (b) we have seen email correspondence between Richard Bartalesi and Ms Trinh Nguyen of NAB dated 16 January 2017 (a copy of which we enclose);
- (c) in an email to the Grimleys dated 22 November 2016 (Attachment 4 to Mrs Grimley's Primary Statutory Declaration), Ms Caddick refers to Ms Nguyen's anticipated involvement in the sale of the Grimley's Connells Point property, settlement of which occurred on 7 April 2017; and
- (d) funds were disbursed by the Grimleys to Ms Caddick, being proceeds on the sale of Connells Point, on or around 3 April 2017 and 7 April 2017.

In light of the above, we would have expected there to have been further NAB documents dated after 9 December 2016.

For the sake of good order, we did not positively assert that this was because the Receivers had not given us all relevant documents (although we could reasonably have expected the Receivers would have access to Ms Caddick's emails), and it may well be that NAB has not produced all relevant documents requested.

We had asked you by email of 10 December 2021 to confirm that there are no emails or other records of communications between Ms Caddick and Ms Trinh Nguyen of NAB; and NAB documents dated after 9 December 2016 either in documents sourced from NAB or the records of Ms Caddick or Maliver. No such confirmation has yet been received. Would you please indicate the position.

In the NAB documents provided under cover of Your Letter, there is only one document dated after 9 December 2016, being an internal NAB email dated 18 January 2017, and only very few emails (including none with Ms Caddick). The documents referred to at (b) and (c) above are not included. The NAB internal email of 18 January 2017 appears to refer to other documents which are not provided ("13/12 SETTLEMENT INSTRUCTIONS RECEIVED"). We also note that there are other documents apparently missing, such as a letter of offer in respect of the loan.

Accordingly, the NAB documents appear to still be incomplete.

You note in Your Letter that the Receivers "*have not had access at this stage to the computer of Ms Caddick which was seized under search warrant*" which we understand to mean that the Receivers have not yet had access to Ms Caddick's emails (including with NAB). We are unaware of when the Receivers might obtain this access. If this remains the position, would you please indicate when the Receivers anticipate obtaining access.

In relation to NAB, the Grimleys are clearly at an information disadvantage, and they reserve their position in relation to NAB until they have had access to all relevant information. Accordingly, they are not in a position at this stage to provide the confirmation sought in Your 12 January Letter.

The Grimleys do not accept that this means that there needs to be a contested hearing in relation to the priority between their interests and the NAB; rather, they press for complete documentation to be obtained in order properly to assess the position and determine if there is to be a dispute and, insofar as there is one, the extent of that dispute.

Claims to Jewellery

As a preliminary matter we note that in our 15 December 2021 letter we proposed that the Receivers arrange to meet with the Grimleys, with access to the jewellery and effects seized from Ms Caddick's Dover Heights property, to identify with precision which items

they assert are not Receivership Property so that further evidence by way of statutory declaration could be provided.

Your letter does not respond to this proposal. Would you please indicate the Receivers' position.

The Grimleys continue to press for such a viewing, so that they can be confident that (in particular) the correct set of pearls is identified in Mrs Grimley's Second Statutory Declaration as those belonging to her.

We enclose as **Attachment A** a certificate of valuation from Gemset Australia dated 23 December 1976 in relation to the Milki Moto Pearls referred to in Mrs Grimley's Second Statutory Declaration.

We are instructed by Mrs Grimley that:

- (a) The only jewellery that Mrs Grimley noted separately on the Grimleys' contents insurance policy (and so which required any formal valuation) at the time of Ms Caddick's disappearance was her own engagement ring (which she has had since 1959, wears every day and which is not included in the Pickles Report). Until around 2010, and while the Grimleys resided at Connells Point, Mrs Grimley's jewellery had been specifically noted on the Grimleys' contents insurance. This had been very costly, and from some time prior to 2010 only Mrs Grimley's engagement ring was specifically noted on their contents insurance policies;
- (b) After the Grimleys' move to Edgecliff, in a conversation with Mrs Grimley, Ms Caddick offered to keep Mrs Grimley's jewellery in the safe at her Dover Heights property, on the basis that she could bring back any items required by Mrs Grimley at the regular Thursday evening dinner. Mrs Grimley agreed to this and had communicated to Ms Caddick that she could wear or use the jewellery if she wished but that it remained Mrs Grimley's;
- (c) Mrs Grimley understood that Ms Caddick was obtaining a valuation of the Engagement Ring although she has not seen any such valuation as Ms Caddick may have obtained;
- (d) Ms Caddick had possession of the jewellery the subject of Mrs Grimley's Second Statutory Declaration for a minimum of a few years in each case; and
- (e) Specifically in relation to the Engagement Ring, Ms Caddick had this reset as the claws were weak.

In Your 12 January 2022 Letter, you ask that the Grimleys identify "with precision" which of the items seized from the Dover Heights property they object to the Receivers taking possession of and realising.

Mrs Grimley's Second Statutory Declaration identifies 5 items by reference to the photographs in the Pickles Report.

As noted above, it is difficult for Mrs Grimley to be precise in respect of the Miki Moto pearls referred to in that statutory declaration, even with the colour photographs provided by you with your 12 January Letter, without a viewing, and that remains the case.

Mrs Grimley otherwise confirms the items identified in her Second Statutory Declaration by reference to the Pickles Report.

Claims to Furniture

We are perplexed at the lengths to which the Receivers require the Grimleys to go to prove they own their own possessions when we are aware of no evidence that any of the contents of the Edgecliff Property belong to either Ms Caddick or Maliver. This is particularly the case when the Receivers have not positively indicated that they consider the contents of the Edgecliff Property as detailed in the Pickles Report to be "Receivership Property" for the purposes of Justice Markovic's orders of 22 November 2021.

We note in this regard the evidence of Mrs Grimley in her Third Statutory Declaration that:

- "3. *Ted and I own all of the items identified on pages 29 and 30 of the Pickles Report except the item described as Exercise Bike, Proform 32CSX. I am not sure, but either Ted or my son, Adam Grimley, own the bike.*
4. *Melissa Caddick does not own any of the items listed on pages 29 and 30 of the Pickles Report."*

This remains the position, although we are instructed by Mrs Grimley that she has since ascertained that the exercise bike referred to in paragraph 3 belongs to Adam Grimley.

We assume the Receivers somehow infer that the contents of the Edgecliff Property might belong to Ms Caddick as she was the registered proprietor on title. That inference does not withstand scrutiny and plainly ought not be made, not the least because the Grimleys have been in residence (consistent with their life estate) in the Edgecliff Property since early 2017, and throughout that time Ms Caddick was resident (with her husband and son) in her Dover Heights property.

In circumstances where the Pickles Report places a value of the contents of the Edgecliff Property at between \$3,900 (forced liquidation sale value) and \$19,430 (fair market value), in both instances *including GST*, the cost to the Receivership of doing an item by item assessment of the Grimleys' ownership of their own possessions is out of all proportion to any possible benefit.

We would have thought that to the extent there is any issue as to the Grimley's ownership of their own possessions (which we maintain there ought not be in the absence of any evidence that Ms Caddick owns the contents of the Edgecliff Property or that they were purchased with investors funds), then the Receivers attention ought to be limited to items identified as having significant value, rather than requiring the Grimleys to prove that every glass, ornament and item in their bar is theirs.

Being put to this level of proof in respect of their own possessions (which, as noted in our letter of 15 December 2021, include inherited items and property of the marriage owned since before the Grimleys' children were even born) has been immensely distressing to the Grimleys. For this reason, we would like a conclusion on this issue as a priority. We also consider that resolving this issue would permit the progression of the Receivership.

In light of the information provided (see below and attached), please tell us whether the Receivers press any claim to the contents of the Edgecliff Property, and if so, please identify that property with precision and the basis upon which the Receivers contend it is Receivership Property.

Noting all of the above matters, we are instructed to communicate as follows. As noted in our letter of 15 December 2021, there are no photographs included in the Pickles Report (or at least the version of it that we have seen) of many items including the contents of the Edgecliff Property. Accordingly, it is difficult to be conclusive as to what items are being referred to and we do not purport to be definitive until we have seen the photographs to which the Pickles Report refers.

- (a) The Richardson & Wrench advertisement for the auction held on 7 August 1997 of the Grimleys' home at [REDACTED] (occupied by the Grimleys from August 1979 to September 1997)¹, which is enclosed as **Attachment B** together with a series of photographs of the content of the Woodlands Avenue home, clearly show the following items that are currently in the Edgecliff Property in the Lugarno property:
- (i) the Chinese "sleeves" that the Grimleys bought at a market in Hong Kong on a trip in June 1980 and had framed which appear behind Mrs Grimley in the photograph in Attachment B where she is standing with a floral arrangement (which may be in photograph 2478 in the Pickles Report);
 - (ii) various paintings, prints, framed photographs and decorative items on the walls and tables at [REDACTED], which travelled with the Grimleys to their Connells Point property from 1 September 1997, and are now in the Edgecliff Property (which may be in photographs 2463, 2464, 2479, 2472, 2473, 2447, 2448, 2449, 2450, 2465, 2482, 2483, 2487, 2488, 2489, 2490 or 2491 in the Pickles Report);
 - (ii) the bar built in 1976 and the Parker bar stools purchased the same year (which may be in photograph 2456 in the Pickles Report);
 - (iii) the Parker:
 - (A) dining room table and 6 chairs including 2 carvers (which may be in photograph 2452 in the Pickles Report);

¹ before which they lived at [REDACTED]

- (B) 2 tub wooden arm chairs (which may be in photographs 2488, 2489, 2490 and 2491 in the Pickles Report);
- (C) tall dresser (which may be in photographs 2487, 2488, 2489, 2490 and 2491 in the Pickles Report);
- (D) bedroom dressing table and stool (which may be in photographs 2487, 2488, 2489, 2490 and 2491 in the Pickles Report);
- (E) bedside tables (which may be in photographs 2487, 2488, 2489, 2490 and 2491 in the Pickles Report),

were all purchased in 1962 when the Grimleys furnished their first matrimonial home at [REDACTED]. The dining room chairs have been recovered and reupholstered twice, as have the wooden arm chairs and the bedroom dressing table stool;

- (iv) occasional tables, marble tables and lamp bases which were also purchased in 1962 (which may be photographs 2457, 2458, 2480 and 2481 in the Pickles Report).
- (b) The photos in the Laing & Simmons brochure for the sale of [REDACTED] Connells Point (which property was occupied by the Grimleys from 1 September 1997 to 17 March 2017) which appears at Attachment 3 to Mrs Grimley's Primary Statutory Declaration (**Laing & Simmons Brochure**) clearly show the following items that are currently in the Edgecliff Property in the Connells Point property:
- (i) the bar which the Grimleys had built in 1976 and Parker bar stools bought in the same year (which may be in photograph 2456 in the Pickles Report);
 - (ii) the rattan chairs and table (which may be in photographs 2444 or 2445 in the Pickles Report);
 - (iii) the marble side tables including with lamps (which may be photographs 2457, 2458, 2480 and 2481 in the Pickles Report);
 - (iv) 2 oil paintings that were given to Mr Grimley's parents when they married in around 1932 in their original frames (which may be in photographs 2463, 2464, 2479, 2472 or 2473 in the Pickles Report);
 - (v) other artworks as depicted in the Laing & Simmons Brochure (which may be photographs 2447, 2448, 2449, 2450, 2463, 2464, 2476, 2479, 2482, 2483 2487, 2488, 2489, 2490 or 2491 in the Pickles Report); and
 - (vi) the glass outdoor table and chairs on the balcony (at page 26 of Mrs Grimley's Primary Statutory Declaration) of the Connells Point property, which were purchased in November 1997 from Art of Stone, Oxford St Paddington and the small marble table which was given to Mrs Grimley

by her parents in 1998 (which may be in photographs 2492, 2493, 2494 and 2495 in the Pickles Report).

- (c) The Grimleys' 'Freedom' entertainment unit housing their television plus 2 matching bookcases, which had previously been in the family room at their Connells Point and which is now in the study at the Edgecliff Property (and which may be in photographs 2457 and 2458 of the Pickles Report), was moved by Brendan Oldfield of Oldfield Furniture. Enclosed as **Attachment C** are photos of the entertainment unit and bookshelves at the Connells Point property, together with the television, rug, art works and rattan lounge and table (which it is difficult to identify from the descriptions in the Pickles Report but which may be in photographs 2444, 2445, 2447, 2448, 2449, 2450, 2457, 2463, 2464, 2471, 2472, 2474, 2476 2478, 2479, 2482 and 2483).
- (d) Mr Oldfield also moved the Grimleys' queen size slat bed base built by him, from Connells Point to the Edgecliff Property and re-assembled it in the Edgecliff Property on 1 and 2 March 2017 on which dates he also installed the double bed base built by him (these may be in photographs 2487, 2488, 2489, 2491 and 2492 of the Pickles Report).
- (e) Kent Removals assisted the Grimleys in the move from Connells Point to Edgecliff in March 2017 (noting that, in addition to the items moved by Mr Oldfield, the Grimleys had moved various items themselves to Edgecliff between January and March 2017 which would not appear in any Kent Removals documentation). While the Grimleys have been unable to locate detailed manifests in relation to this move, including from Kent Removals, we enclose as **Attachment D** the Kent Removals invoice summarising their charges of \$3,138.95.
- (g) After their move to the Edgecliff Property, the Grimleys purchased a 3 seater leather lounge plus a 2 seater leather lounge, 2 rugs and 8 cushions plus leather lounge cleaner from Domayne in 2018 and 2019. These items were all paid for on Mr Grimley's visa card number [REDACTED]. Credit card receipts for these transactions are enclosed as **Attachment E** and are summarised below:

Date of Purchase	Item	Cost	Payment
15.09.18	Leather Lounge <ul style="list-style-type: none"> • 2 Seater and 3 Seater Leather Lounge (\$2,100) • Leather Lounge Cleaner (\$299) • + Delivery (\$100) 	\$2,499	\$500 deposit paid on 15/09/18 Balance of \$2000 paid on 28/10/18
07.10.18	4 x Linen Cushions (Teal)	\$156	Paid on date of purchase.

02.11.18	'Picasso Rug' (Cream/Blue)	\$479.21	Paid on date of purchase.
26.05.19	'Picasso Rug' (Cream/Beige)	\$419.31	\$100 paid on date of purchase
	4 x Linen Cushions (Teal)	\$116	\$100 paid on 23/06/19 \$335.31 paid on 08/07/19

We assume from the descriptions in the Pickles Report that these items are included in photographs 2457 and 2458 and may also be included in photograph 2444; we cannot ascertain whether they appear elsewhere in the Pickles Report.

- (h) Additional new items were purchased as part of the renovations deposed to in Mr Grimley's Statutory Declaration at paragraphs 75 to 77 including (at item 28 of Attachment 20 and pages 240 to 242 of the attachments) a Westinghouse refrigerator.
- (i) The Grimleys have paid for comprehensive contents insurance on the Edgecliff Property since March 2017. At **Attachment F** are copies of the contents insurance policies taken out by the Grimleys in respect of the contents of the Edgecliff Property from 2017 to date.

Other personal items

As noted above in the context of Mrs Grimley's claims in respect of jewellery, in our letter of 15 December 2021 we proposed a viewing by the Grimleys of the items seized by ASIC from Dover Heights to also identify the personal items, such as family photographs, referred to in our letter of 15 December 2021 as being of only very modest financial value but of huge sentimental value to the Grimleys.

It is impossible to identify items from the Pickles Report without photographs.

In your letter you simply say in relation to this request "Our clients will consider any reasonable requests".

We are hopeful that some arrangement might be reached for the Grimleys to purchase these items and avoid them going to public auction. Please provide us with some times in which Mrs Grimley can view the relevant items.

██████████

We have never suggested that we act for other than Mr and Mrs Grimley. Mrs Grimley asked us to pass on her concern, in light of discussions we understand that she had had with Anthony Koletti, that he and ██████████ had had an opportunity to make objections in relation to the Receivers dealing with property from the Dover Heights property.

Access to Premises

We are instructed that the Grimleys, and they tell us also Adam Grimley, did not appreciate that any inspection of the Edgecliff Property by either Pickles or the Receivers was being undertaken for the purposes of valuing their possessions (as distinct from the real property) as it simply would not have occurred to them that their possessions might be considered Receivership Property, and that they would not have agreed to an inspection for this purpose.

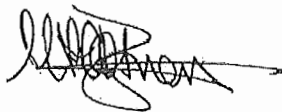
However, all dealings with Pickles or the Receivers in relation to access to the property were undertaken by Adam Grimley, and so the Grimleys have no first hand evidence of those discussions.

Other matters

Mrs Grimley is prepared to make a statutory declaration as to the above matters if required by the Receivers (although ideally with reference to the inspection proposed or at least to all the photographs referred to in the Pickles Report, many of which we have not seen).

The Grimleys make the same claims in relation to the content of this letter and its attachments including the Attachments as articulated in the Confidentiality Letter, that is, they ask that the Receivers agree to treat any items falling within Categories A to E of the Confidentiality Letter as confidential on the terms of the Confidentiality Letter. We are happy to provide a redacted version on this basis.

Yours faithfully



Maria O'Brien
Partner
+61 2 8922 5222
Maria.O'Brien@bakermckenzie.com

Kate Gillingham
Partner
+61 2 8922 5410
Kate.Gillingham@bakermckenzie.com

INDEX

Tab	Document Name	Dated
A.	Certificate of valuation from Gemset Australia regarding the Miki Moto Pearls	23 December 1976
B.	Richardson & Wrench advertisement and photographs of the content of the Lugarno property	7 August 1997
C.	Photo of the Connells Point property - entertainment unit, bookshelves, television, rug, art works, rattan lounge and table	
D.	Kent Removals Invoice	17 March 2017
E.	Receipts for Domayne furniture purchases	15 August - 26 May 2019
F.	QBE contents insurance policies for the Edgecliff Property	2017 - 2022

From: Sonitha Naicker <snx@swaab.com.au>
Sent: Friday, 4 February 2022 4:07 PM
To: Maria.obrien@bakermckenzie.com
Cc: Michael Hayter; Cal.Diouin@bakermckenzie.com; Millie.Garvin@bakermckenzie.com; Kate.Gillingham@bakermckenzie.com
Subject: Melissa Caddick - Receivership Property and reply to your letter dated 21 Jan 2022 - 207242 [SWA-AB.FID348319]
Attachments: Letter to Baker McKenzie 04.02.22.pdf

Dear Ms O'Brien

Please **attached** our letter dated 4 February 2022.

Yours faithfully

Sonitha Naicker on behalf of Michael Hayter
Legal Secretary
Swaab
D +61 2 9777 8347 | T +61 2 9233 5544 | F +61 2 9233 5400
snx@swaab.com.au | www.swaab.com.au



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4 February 2022

Maria O'Brien
Baker McKenzie
Tower One - International Towers
Sydney
Level 46, 100 Barangaroo Avenue
Sydney NSW 2000
Australia

ABN 71 028 846 652

Level 4, 20 Hunter Street
Sydney NSW 2000

DX 522 Sydney NSW

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F +61 2 9233 5400

swaab.com.au

Dear Ms O'Brien,

Receivership Property and reply to your letter dated 21 January 2022

We refer to your letter dated 21 January 2022 and reply as follows;

1. Receivership Property - We refer to your queries in relation to Receivership Property and refer to the Judgment of Justice Markovic of 22 November 2021 which defines Receivership Property. Such Receivership Property clearly includes the Edgecliff property, which is the main issue affecting your clients. Our clients have filed an interlocutory process and supporting affidavit seeking directions from the Court to assist our client in selling and taking possession of both the Edgecliff and Dover Heights properties. We will serve sealed copies of the documents after the Court provides to us sealed copies and details of the return date. We will also be filing affidavits of service and affidavits of objections received.
2. Overview and Edgecliff property - Your clients are not entitled to require the Receivers to put forward legal submissions and their position in respect of Black vs Freedman. Those matters will now be the subject of a Contested Application in the Federal Court. The Orders to date enabled parties to lodge Objections and the next stage will be Contested

Contact

Michael Hayter
Partner
mkh@swaab.com.au

Our ref
217242

By email
Kate.Gillingham@bakermckenzie.com
Maria.obrien@bakermckenzie.com
Millie.Garvin@bakermckenzie.com
Cal.Dioluin@bakermckenzie.com



Applications. The Receivers are entitled to maintain an open position in relation to Black vs Freedman which enables all alternative arguments to be run. The first stage of the regime to deal with Objections will be for your clients to put forward their claims.

3. There is some urgency to pursue the Interlocutory Application with the substantial mortgage over the Edgecliff property and the strata levies not being paid.

National Australia Bank Documents:

At this stage our clients have not obtained access to the email accounts and computers of Ms Caddick but have issued notices to both ASIC and the Australian Federal Police, with responses anticipated shortly. As you would be aware the Judgment does not envisage that our clients have an obligation to locate documents from third parties so as to enable Objectors to supplement any claims they wish to make. However, notwithstanding the above we note your concerns that not all of the documents in our clients' possession may have been provided to you. Our clients have undertaken the process of again collating all National Australia Bank documents in their possession and will be providing your firm with dropbox access later today or Monday, which will hopefully alleviate your concerns.

It will be a matter for your clients to pursue and prove their claims. As a matter of courtesy and in an attempt to narrow the issues in dispute our clients have been very cooperative in providing as much information as possible (within their possession). However, it is now a matter for your clients to put forward their case and if in the course of doing so they wish to Subpoena National Australia Bank to produce further documents then your clients can do so. At this stage we don't understand the relevance of documents from National Australia Bank to your clients' position, but possibly that will become more apparent when they provide detailed particulars of their claims. If your clients are asserting some

claim that National Australia Bank are not entitled to be a secured creditor over the Edgecliff property, then National Australia Bank will also need to be joined as a party to the Proceedings. It is difficult to envisage any such claim would have merit when National Australia Bank is the first mortgagee and has provided the bulk of funds to purchase the property, but your commentary in relation to National Australia Bank provides even more compelling reasons why your clients should put forward their claims through a Court regime.

Notwithstanding at this stage we consider documents obtained from the National Australia Bank to lack relevance to any claims pursued by your clients, we note in accordance with our comments above further copies of all such documents will be given to your firm by dropbox.

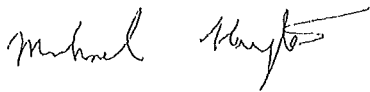
Claims to Jewellery:

Our clients are reviewing your clients' claims in relation to the limited jewellery that they, at this stage, claim and similarly in respect of the furniture located in the Edgecliff property. It's our clients' preference to resolve both those issues and at this stage our clients would intend to exclude the furniture and jewellery from the Receivership Property which will be claimed in the foreshadowed Interlocutory Application, but in circumstances where our clients reserve their position to do so in the future. In other words, our clients anticipate there will be ongoing discussions amongst the parties to try and resolve those issues in relation to the limited jewellery and the claims to furniture. After our clients receive all the jewellery items from the Australian Federal Police and ASIC our clients are prepared to meet with your clients and go through the jewellery with them. The substantive items for initial Court determination by our clients are the Edgecliff property (interest being claimed by your clients and Mr Adam Grimley) and the Dover Heights property (interest being claimed by Mr Anthony Koletti).

Other matters:

We note that your clients' claim for confidentiality in relation to the contents of their letter and confirm that in due course your clients will need to make an Application for the contents of letters attached to our clients' Affidavits in the Proceedings to be redacted. Your clients cannot make a unilateral and unconditional claim for confidentiality in relation to correspondence of this nature, which for the reasons set out in previous correspondence directly affects the interests of Investors. We will consider this further in the coming weeks as our clients' supporting Affidavits are prepared.

Yours Truly,

A handwritten signature in cursive script, appearing to read "Michael Hayter".

Michael Hayter

From: Sonitha Naicker
Sent: Tuesday, 8 February 2022 3:16 PM
To: Maria.obrien@bakermckenzie.com
Cc: Kate.Gillingham@bakermckenzie.com; Millie.Garvin@bakermckenzie.com; Cal.Dioluin@bakermckenzie.com; Michael Hayter; Suzi Stojanovski
Subject: ASIC v Caddick & Anor - Interlocutory Application - 217242 [SWA-AB.FID350084]
Attachments: 2022.02.08 - Letter to Baker McKenzie.pdf; 2022.02.08 - Interlocutory Application 2 Feb 2022 (Sealed on 08.02.2022).PDF; 2022.02.08 - Affidavit of Bruce Gleeson 2 Feb 2022 (Sealed on 08.02.22).PDF

Dear Ms O'Brien

Please see **attached** our letter dated 8 February 2022 and enclosures.

Yours faithfully

Sonitha Naicker on behalf of Michael Hayter
Legal Secretary
Swaab
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sxn@swaab.com.au | www.swaab.com.au

8 February 2022

ABN 71 028 846 652

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Maria O'Brien
Baker McKenzie
Tower One - International Towers
Sydney
Level 46, 100 Barangaroo Avenue
Sydney NSW 2000
Australia

Dear Ms O'Brien,

Caddick and our letter dated 23 December 2021

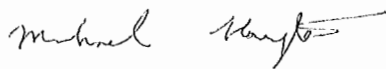
We refer to previous correspondence and **enclose** by way of service sealed copies of Interlocutory Application and Affidavit of Bruce Gleeson sworn 2 February 2022.

You will note that the Interlocutory Application is returnable before the Court at 9.30am on 24 February 2022.

Please confirm, as a matter of urgency, whether your clients will be appearing (or someone on their behalf).

Please also clarify whether your clients will be opposing any of the orders sought and if so, specify which orders.

Yours Truly,



Michael Hayter

Contact

Michael Hayter
Partner

mkh@swaab.com.au

Our ref
217242

By email
Kate.Gillingham@bakermckenzie.com
Maria.obrien@bakermckenzie.com
Millie.Garvin@bakermckenzie.com
Cal.Dioluin@bakermckenzie.com

NOTICE OF FILING AND HEARING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 2/02/2022 2:49:31 PM AEDT and has been accepted for filing under the Court's Rules. Filing and hearing details follow and important additional information about these are set out below.

Filing and Hearing Details

Document Lodged:	Interlocutory Application - Form 35 - Rule 17.01(1)(a)
File Number:	NSD1220/2020
File Title:	AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION v MELISSA LOUISE CADDICK & ANOR
Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	Case Management Hearing
Time and date for hearing:	24/02/2022, 9:30 AM
Place:	Court Room 22B, Level 17, Law Courts Building 184 Phillip Street Queens Square, Sydney



Sia Lagos

Dated: 8/02/2022 10:09:57 AM 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 Reason for Listing shown above is descriptive and does not limit the issues that might be dealt with, or the orders that might be made, at the hearing.

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 35
Rule 17.01(1)



Interlocutory Application

No. NSD1220 of 2020

Federal Court of Australia
District Registry: New South Wales
Division: Commercial and Corporations

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

MELISSA LOUISE CADDICK

First Defendant

BRUCE GLEESON

First Applicant in Interlocutory Application

DANIEL ROBERT SOIRE

Second Applicant in Interlocutory Application

The Applicants in the Interlocutory Application, Bruce Gleeson and Daniel Robert Soire in their capacity as Joint and Several Receivers ("Receivers") of the Receivership Property of the first defendant as appointed by this Court pursuant to judgement of the Honour Justice Markovic on 22 November 2021 pursuant to Section 1101B(1) of the Corporations Act, apply for the interlocutory orders set out in this application.

The Court will hear this application, or make orders for the conduct of the proceeding, at the time and place stated below. If you or your lawyer do not attend, then the Court may make orders in your absence.

Time and date for hearing:

Place: Law Courts Building, Queens Square, 184 Phillip Street, Sydney NSW 2000

Filed on behalf of (name & role of party)	Bruce Gleeson & Daniel Robert Soire, Receivers of the Property of Melissa Louise Caddick		
Prepared by (name of person/lawyer)	Michael Kevin Hayter		
Law firm (if applicable)	Swaab Lawyers		
Tel	02 9233 5544	Fax	02 9233 5400
Email	mkh@swaab.com.au		
Address for service (include state and postcode)	Level 4, 20 Hunter Street, Sydney NSW 2000		



The Court ordered that the time for serving this application be abridged to

Date:

Signed by an officer acting with the authority
of the District Registrar



Orders sought

1. That the Receivers would be justified in realising, by sale, the shares identified in Schedule 1 to this application and applying the proceeds of such sale:
 - (i) first, in discharge of the costs of the sale process; and
 - (ii) thereafter by deposit into the Receivers' Trust account established in accordance with paragraph 4(d) of the orders made by the Court on 22 November 2021.

2. That the Receivers would be justified in taking possession of the properties described in Schedule 2 and Schedule 3 (the **Properties**) to this application, realising the Properties and applying the proceeds of such sale:
 - (i) first, any necessary property adjustments in order to sell the properties including applicable council, water, strata and utility rates;
 - (ii) second, the sales and marketing expenses of any real estate agent employed by the Receivers;
 - (iii) third, costs in relation to conveyancing costs of the solicitor for the Receivers;
 - (iv) fourth, the legal fees and charges in respect of any possession proceedings (if possession is not delivered up by any occupant);
 - (v) fifth, costs of attending to the Execution of Writ of Possession (if applicable);
 - (vi) sixth, any taxes including but not limited to Capital Gains Tax, Land Tax and Goods and Services Tax (GST);
 - (vii) seventh, any costs of insurance and any other reasonable expenses incurred for protection and maintenance of the Properties;
 - (viii) eighth, the mortgage debts secured over the Properties pursuant to the registered mortgages to National Australia Bank;
 - (ix) ninth, costs of any valuation reports obtained by the Receivers;
 - (x) tenth, costs of attending to remove, securing, dealing with and storing any Receivership Property located at the Properties; and
 - (xi) thereafter by deposit into the Receivers' Trust account established in accordance with paragraph 4(d) of the orders made by the Court on 22 November 2021.

3. That the Receivers would be justified in realising the monies held in the bank accounts identified in Schedule 4 to this application and applying the proceeds of such realisation:
 - (i) first, in discharge of the costs of the realisation process; and



- (ii) thereafter by deposit into the Receivers' Trust account established in accordance with paragraph 4(d) of the orders made by the Court on 22 November 2021.

4. Costs as against any party who opposes the making of the orders sought by the Receivers.

Interlocutory orders sought

5. Directions as to the hearing and determination of any objection made by any of:

- (i) Barbara Grimley,
(ii) Edward Grimley,
(iii) Adam Grimley, or
(iv) Anthony Koletti.

to the realisation or sale of any of the Receivership Property.

6. An order that the Receivers are justified in paying their remuneration costs and expenses approved by the Court in the sum of \$188,017.84 from the Receivers' Trust account.



SCHEDULE 1

Financial Institution	Account Details
Commonwealth Securities Limited	[REDACTED]
Commonwealth Securities Limited	[REDACTED]

SCHEDULE 2

The real property located at [REDACTED] Dover Heights NSW and contained in folio identifier [REDACTED].

SCHEDULE 3

The real property located at [REDACTED] Edgecliff NSW an contained in folio identifier [REDACTED].

SCHEDULE 4

Financial Institution	Account Name	Account Details
Commonwealth Bank of Australia	Melissa Caddick	[REDACTED]
Commonwealth Securities Limited	Melissa Louise Caddick	[REDACTED]
National Australia Bank	Melissa Louise Caddick	[REDACTED]
National Australia Bank	Melissa Louise Caddick	[REDACTED]
National Australia Bank	Melissa Louise Caddick	[REDACTED]
Westpac Banking Corporation	Melissa Louise Caddick	[REDACTED]
American Express Australia Limited	Melissa Caddick	[REDACTED]



Service

It is intended to serve this application on the following persons:

(ASIC and the persons mentioned in 5 above.

Date: 2nd February 2022

A handwritten signature in cursive script, appearing to read "Michael Hayter".

Signed by Michael Kevin Hayter
Lawyer for the Applicants

NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 2/02/2022 2:49:31 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: Affidavit - Form 59 - Rule 29.02(1)
File Number: NSD1220/2020
File Title: AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION v
MELISSA LOUISE CADDICK & ANOR
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF
AUSTRALIA



A handwritten signature in black ink that reads 'Sia Lagos'.

Dated: 8/02/2022 10:10:14 AM 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 59
Rule 29.02(1)

Affidavit

No. 1220 of 2020

Federal Court of Australia
District Registry: New South Wales
Division: Commercial and Corporations

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

MELISSA LOUISE CADDICK and ANOR

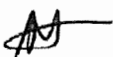
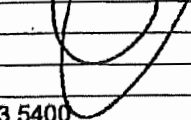
Defendants

Affidavit of: **Bruce Gleeson**
Address: Level 13, 189 Kent Street, Sydney NSW
Occupation: Registered Liquidator
Date: 2 February 2022

Contents

I, Bruce Gleeson, Registered Liquidator of Level 13, 189 Kent Street, Sydney New South Wales 2000, say on oath:

- I refer to the Interlocutory Application I am arranging to file in these proceedings and confirm I am intending to file affidavits setting out details of parties who I have served as "*Interested Parties*" with notice of my intention to take possession of and sell the Receivership Property. Orders made by the Honour Justice Markovic on 22 November 2021 in this Court defines Receivership Property as all property (as

 Filed on behalf of (name & role of party) Bruce Gleeson – Registered Liquidator
 Prepared by (name of person/lawyer) Michael Kevin Hayter
 Law firm (if applicable) Swaab
 Tel 02 933 5544 Fax 02 9233 5400
 Email mkh@swaab.com.au
 Address for service Level 4, 20 Hunter Street, Sydney NSW 2000
 (include state and postcode)

defined in section 9 of the *Corporations Act 2001 (Cth)* of Melissa Louise Caddick ("Ms Caddick").

Receivership Property

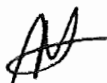
2. Assets which I have identified in previous affidavits filed in this Court that form Receivership Property include:
- (a) a residential property situated at Dover Heights, NSW ("Dover Heights Property");
 - (b) a residential property situated at Edgecliff, NSW ("the Edgecliff Property");
 - (c) a domestic share trading account held in the name of Ms Caddick held with Commonwealth Securities Limited ("the CommSec Domestic Share Trading Account");
 - (d) an international share trading account held in the name of Ms Caddick held with Commonwealth Securities Limited ("the CommSec International Share Trading Account");
 - (e) various jewellery, clothing and personal effects;
 - (f) bank accounts in the sole name of Ms Caddick;
 - (g) bank accounts held jointly with Ms Caddick and others which Ms Caddick may have a legal or equitable interest in; and
 - (h) bank accounts in and names of others which Ms Caddick may have a legal or equitable interest in.
3. At this stage, and for the purpose of the Interlocutory Application accompanying this affidavit, I initially seek to obtain the leave of the Court to take possession of and sell (or realise) the following Receivership Property:
- (a) the Dover Heights Property;
 - (b) the Edgecliff Property;



- (c) the CommSec Domestic Share Trading Account;
- (d) the CommSec International Share Trading Account;
- (e) bank accounts in the sole name of Ms Caddick;

and defer consideration of the other Receivership Property referred to in the preceding paragraph to a later date. The reasons for deferring the realisation of some of the Receivership Property referred to above is that there are continuing communications (between myself and Ms Caddick's family members) and investigations as to whether certain family members may have claims to specific items of Receivership Property referred to in paragraph 2(e), and the sale of those items of Receivership Property are not as time critical as the items of Receivership Property noted in 3(a) – 3(e) above.

4. In particular, there is some urgency to the Dover Heights Property and the Edgecliff Property in that both properties are subject to registered mortgages in favour of the National Australia Bank who are owed approximately \$4 million regarding the Dover Heights Property and approximately \$1.5 million regarding the Edgecliff Property. At present no party is servicing the monthly repayments to the National Australia Bank of approximately \$9,200 and \$4,800 regarding the Dover Heights Property and Edgecliff Property respectively. Accordingly, interest is continuing to accrue regarding each registered mortgage which is ultimately eroding the available equity available in the properties. Further, there are also outstanding expenses regarding the Dover Heights Property and Edgecliff Property regarding strata levies and council rates, totalling approximately \$26,700 which no party is paying.
5. In respect of the CommSec Domestic Share Trading Account and CommSec International Trading Account, I am concerned as to the ongoing volatility of the domestic and international share markets and wish to be able to realise those shares in accordance with the advice of my licenced broker.



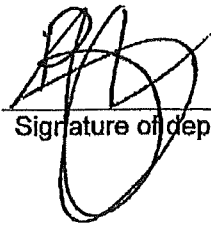
Objections to realisation of Receivership Property

6. I confirm I intend to file an affidavit of my solicitor Michael Kevin Hayter in support of this application which will set out the objections received to date from Interested Parties to the sale (or realisation) of Receivership Property by me and Daniel Robert Soire (as Joint and Several Receivers to the property of Ms Caddick) to date. In summary, I outline below the objections I have received to date and the parties who have made those objections with reference to the specific items of Receivership Property the objections relate, namely:
- (a) Edward and Barbara Grimley, (the parents of Ms Caddick) - the Edgecliff Property and some items of jewellery and personal effects;
 - (b) Adam Grimley (the brother of Ms Caddick) - the Edgecliff Property and some items of jewellery; and
 - (c) Anthony Koletti (the husband of Ms Caddick) - all assets of Ms Caddick excluding the CommSec Domestic Share Trading Account and CommSec International Share Trading Account.
7. I have received no other objections from any Interested Parties to the sale of the Receivership Property.
8. I have received no objections to the realisation of the CommSec Domestic Share Trading Account and CommSec International Share Trading Account.
9. I have received no objections to the realisation of any bank accounts held solely in the name of Ms Caddick, other than Mr Koletti.



Sworn by the deponent
at Sydney
in New South Wales
on 2 February 2022
Before me:

)
)
)
)



Signature of deponent



Signature of witness

Suzi Stojanovska, Solicitor
This Affidavit was signed and witnessed
in accordance with section 146 of the
Electronic Transactions Act 2000.
Name and qualification