

IN THE FEDERAL COURT OF AUSTRALIA

NSD 616/2021

WESTPAC BANKING CORPORATION

Applicant

and

MOUSSA (TONY) BOUCHAHINE

46<sup>th</sup> Respondent

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TONY BOUCHAHINE'S OUTLINE OF SUBMISSIONS

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**A. Introduction**

1. This case concerns serious fraud.
2. The documentary record makes it clear beyond argument that Bill Papas was the architect and chief proponent of the fraud. The documentary record makes it clear that Louise Agostino actively assisted Mr Papas in forging documents.
3. Westpac's case against Mr Bouchahine is that he knew of the fraud. Westpac submits that Mr Bouchahine had actual knowledge of the fraud but alternatively submits that Mr Bouchahine knew circumstances that would indicate the facts to an honest and reasonable person.<sup>1</sup>
4. Mr Bouchahine is a witness in whom the court can place every confidence. He gave entirely candid evidence. As Westpac has submitted, Mr Bouchahine made numerous admissions against interest. Although they do not always cast Mr Bouchahine in a favourable light, the alacrity with which he made those admissions is to his overall credit.
5. Westpac has submitted that Mr Bouchahine's evidence should be believed in every particular except one. Westpac submits that the Court should not accept that Mr Bouchahine trusted Mr Papas's explanations, and, accordingly, did not know of the fraud.
6. As will be shown, Mr Bouchahine's knowledge was not very different to Westpac's knowledge. In all material respects, Mr Papas deceived Mr Bouchahine similarly and simultaneously with the deception practised on Westpac.
7. It is easy to fall into the trap of hindsight reasoning. Needless to say, that would be an error. Westpac notes that Mr Bouchahine held the senior

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<sup>1</sup> Westpac closing submissions (**WCS**) at [163]

finance role within the Forum Group. He was the one who released the funds from Forum entities to FGFS and onward towards the Iugis Entities, the jointly held companies and Mr Papas's and Mr Tesoriero's personal expenses. By reason of his seniority as well as his role in making large volumes of payments for Mr Papas's and Mr Tesoriero's personal projects, Westpac invites the Court to infer that Mr Bouchahine knew that a fraud was being perpetrated.

8. No such inference is available. The Court must review the documentary record, consider Mr Bouchahine's evidence and determine whether it is persuaded that Mr Bouchahine knew of the fraud.
9. Mr Bouchahine's evidence was clear and unshaken: he had no idea that Mr Papas was defrauding Westpac. The documentary record corroborates that account, demonstrating that Mr Bouchahine was privy to no information that would have indicated the fraud to an honest and reasonable person.

**B. The fraud**

10. This was a breathtaking fraud, a fraud whose scope and method were astonishing in their brazen simplicity and duration. At the centre of the fraud was the provision of forged contracts.
11. The first matter to note is that this was a fraud so implausible that nobody, at the time, could have scarcely believed it possible. But why was this fraud so implausible?
12. Some of the bases of its implausibility – verging on impossibility - are the very points Westpac made in its opening:
  - a. Some machines were supplied – for example Veolia had signed a contract to have 1000 machines supplied. Putting it differently (but no less accurately), the business of supplying ORCA (later

Iugis) machines appeared to be legitimate and potentially lucrative;

- b. The second point was that some repayments were made. Mr Bouchahine was, of course, aware that Forum was making these repayments. Mr Papas had explained to Mr Bouchahine that those payments were to be made by Forum under advance funding arrangements whereby, in the first instance, Forum would make the payments and, later, once the machines were installed, the customer would make payments over the life of the lease which would see Forum recover the finance repayments it had made: Affidavit of Tony Bouchahine (**TB**) at [38] [MIN.5000.0038.0002];
- c. Thirdly, Westpac noted that the customer was completely unaware of the transaction. In this respect, Mr Bouchahine found himself in a similar position. He was not responsible for contracts with customers or the finance obtained in relation thereto: TB at [37]. He had second-hand knowledge of some contracts (for example the contract to supply 1000 machines to Veolia: TB at [41](f)(iv) [MIN.5000.0038.0002]); and
- d. Fourthly, the customers on the forged contracts were well-known, established companies. This is an important point for attempting to understand how Mr Bouchahine would have regarded these transactions at the time. The customers were blue-chip, public companies. They were sophisticated with internal accounts teams, external accountants and auditors. It is just inconceivable that the fraud could have eluded those internal and external accountants and auditors. Furthermore, the Forum Group was also audited. Mr Bouchahine was entitled to think that those auditors would have had access to – and would have verified – the funding agreements and the customer contracts that underlay them.

13. Accordingly, the very reasons that Westpac seize upon to inculpate Mr Bouchahine are the very same reasons that provided comfort to Mr Bouchahine about the legitimacy of the funding arrangements. Indeed, Westpac drew comfort from the very same reasons. Nobody could have suspected that Mr Papas was stealing millions. Mr Bouchahine did not suspect it.

**C. Bill Papas**

14. Much was made, by Westpac in its opening, of the large amounts of money spent on luxury cars, yachts, international travel, horse racing, car racing and football sponsorships<sup>2</sup>. The suggestion was that it was all too good to be true: “Free money does not accord with reality”<sup>3</sup>
15. Again, that submission suffers from the vice of confusing what is clear in hindsight with what must have been apparent at the time.
16. Bill Papas wore the trappings of wealth proudly, conspicuously. At the time, rather than being a sign of fraud, onlookers (including Mr Bouchahine and, for that matter, Eqwe and Westpac) would only have cause to see Mr Papas's extra-curricular activities as a corollary of his success. Bill Papas did not hide his spending from public view.
17. Mr Bouchahine, in his brief oral evidence-in-chief, said that, in a professional context, he has known Mr Papas since 2003. They worked in three different organisations together and worked very closely: T554. He also said: “*On a personal basis, Bill and I never socialised. I never caught up*”

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<sup>2</sup> Although it was not adverted to during the proceedings, Iugis sponsored Liverpool Football Club in the English Premier League. Mr Bouchahine gave evidence concerning that matter in his examination at MIN.5000.0012.0010 at T48.17-23. Mr Papas’s American Express statement shows he was in Liverpool in February 2020: AMX.5000.0001.0114.

<sup>3</sup> WOS at [120] [MIN.5000.0016.0187]

*with Bill outside work. I never attended his home. He never attended my home. So it was a purely working relationship that we had.” (T555.1)*

18. Mr Anderson deposed to meeting Mr Papas on several occasions and described Mr Papas in the following exchange:

MR KIRBY: How would you describe Mr Papas as a person, the impression that he made on you?---Strong, confident. Knew his product. Knew his clients. Probably – confident is probably the key – key word that sticks in my – in my mind about him.

Did you find him impressive?---I – probably the short answer is yes, at the time.

**D. Standard of proof and inferential reasoning**

19. In determining what inferences are to be drawn from primary facts in this case, the Court must have regard to the seriousness of the allegations, the gravity of the consequences and the inherent unlikelihood of an occurrence of the given description: *Ancor* at [78]; *Briginshaw v Briginshaw* (1938) 60 CLR 336 at 362.

20. In the present case, any conclusion of Mr Bouchahine's knowledge of the fraud would rest upon the concessions he made in cross-examination and inferences from documentary records. It is not enough for the documents to give rise to conflicting inferences of equal degrees of probability: *Ancor* at [79]. Nor is it sufficient if the documents do no more than provide material for various guesses as to what actually occurred. As Dixon CJ said in *Jones v Dunkel* (1959) 101 CLR 298 at 305 the law:

...does not authorise a court to choose between guesses, where the possibilities are not unlimited, on the ground that one guess seems more likely than another or the others. The facts proved must form a reasonable basis for a definite conclusion affirmatively drawn of the truth of which the tribunal of fact may reasonably be satisfied.

21. In a civil context, the allegations could hardly be more serious. The Court will not act on indefinite testimonies, inexact proofs or possible

inferences that do not produce in the Court an actual persuasion that Mr Bouchahine was a knowing accomplice of Mr Papas.

22. But resort to *Brigenshaw* is unnecessary. Having heard and observed Mr Bouchahine, it is submitted that the only actual persuasion the Court will feel is that Mr Bouchahine knew nothing whatever of Mr Papas's fraud.

**E. The pleaded case**

23. Westpac's case against Mr Bouchahine is pleaded at [MIN.5000.0006.0046] [2666] to [2683].
24. The first action (paragraphs [2666] – [2668]) is a trust claim in respect of the \$224,943.82 which has been traced to either Mr Bouchahine or his company KKP.
25. The second action is for knowing assistance. Paragraph [2669] alleges that "Mr Bouchahine knew, as part of his role as chief financial officer of the Forum group of companies" and then proceeds to list six matters including that Mr Bouchahine knew:
- a. that there was no underlying receivable or asset connected with any of the Fraudulent Transactions<sup>4</sup>; and
  - b. the funds were paid by Forum Finance to other entities (including FGFS) and used at Mr Papas's and Mr Tesoriero's direction *rather than being used to purchase the equipment to which the Fraudulent Transactions related.*
26. The italicised part of the preceding paragraph is curious. It appears to suggest that the "funding" provided by Westpac was intended to be for a

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<sup>4</sup> Although capitalised, "Fraudulent Transactions" does not appear to be a defined term in the pleading but which I apprehend is a reference to the 100 Westpac transactions and the 36 WNZL transactions.

particular purpose. That was not the nature of the transactions. The money Westpac paid was to purchase goods and receivables.

27. The apparent error in Westpac's pleading is reinforced in the particulars to paragraph [2669] (at (ix) and (x)) wherein it is said, respectively, that:
  - a. "Mr Bouchahine authorised payments to be made from FGFS for purposes entirely unconnected with purchasing the equipment referred to in the equipment leases..."; and
  - b. "Mr Bouchahine knew that the funds obtained from Westpac and WNZL were for the purchase of equipment but were instead transferred straight out to FGFS and were not used to purchase equipment.
28. The error is perpetuated in Westpac Opening Submissions [MIN.5000.0016.0187] at [120]: "*Using money for a purpose other than that for which it was advanced...*"
29. Westpac submits that the result of the six matters pleaded in [2669] is that Mr Bouchahine "thereby knew of the Scheme (as set out in paragraph 55) and of its purpose (as set out in paragraph 57)".
30. That pleading of knowledge is picked up in each of the subsequent claims.
31. The third claim (paragraphs [2674] – [2676] is for knowing receipt. That claim relies on the knowledge pleaded in paragraph [2669] (at [2674]).
32. The fourth claim (paragraphs [2677 to [2681]) is made under the rubric of an unlawful means conspiracy. At [2679] Westpac asserts that claim in reliance on the knowledge pleaded in paragraph [2669].



33. The fifth claim (paragraphs [2682] to [2683]) is for aiding and abetting or otherwise being knowingly concerned in the fraud. Reliance is again placed on the knowledge alleged at paragraph [2669].

***The conduct***

34. The relevant conduct relied on in each case is Mr Bouchahine transfer of funds from Forum Finance to FGFS and other related entities at the behest of and with, in each case, the explicit approval of Mr Papas.

35. Of course if a person knows that he is transferring stolen money, then he or she is complicit in the fraud. There is no dispute between the parties that, had Mr Bouchahine conducted himself as he did with knowledge of the fraud, he would be accessorially liable.

***The requirement of knowledge***

36. In order to be implicated in Mr Papas's fraud, Westpac must prove that Mr Bouchahine knew of it.
37. Given the premium placed on coherence in the law, it is unsurprising that all of the various claims boil down to the same essential ingredient.
38. Each of the claims requires Westpac to prove Mr Bouchahine, at the relevant time, knew of the fraudulent Scheme. On that ground, issue is joined.

***The Scheme***

39. The Scheme is described in paragraphs [55] and [56]. Paragraph 55 alleges that Mr Papas – either alone or with Mr Tesoriero – devised a scheme for Forum to obtain money that it was not entitled to from Westpac and WNZL through the Eqwe / Forum Programme.

40. Paragraph 56 describes the scheme's operation which, in essence, was the creation of forgeries that purported to be equipment leasing transactions with various customers (listed in paragraph [58] as ALH, Catholic Healthcare Limited, Coles, HWLE, Scentre, Veolia and WesTrac) which were then submitted to Eqwe and relayed to Westpac (or WNZL) who bought the (fictitious) assets and receivables from Forum Finance (or Iugis NZ).
41. Paragraph [57] describes the dishonest purpose of the Scheme: namely, to benefit Mr Papas and Mr Tesoriero at Westpac's expense and spend those funds on properties, Australian and overseas businesses and to acquire other goods such as racing cars, luxury cars, a race horse, a yacht, jewellery and Xanthi FC (a Greek football team).

**F. The Baden scale**

42. It is customary to analyse the concept of knowledge in the second limb of *Barnes v Addy* and statutory accessory liability by reference to *Baden v Société Générale pour Favoriser le Développement du Commerce et de l'Industrie en France SA* [1993] 1 WLR 509 which provides five categories of knowledge:
  - a. actual knowledge;
  - b. wilfully shutting one's eyes to the obvious;
  - c. wilfully and recklessly failing to make such inquiries as an honest and reasonable man would make;
  - d. knowledge of circumstances which would indicate the facts to an honest and reasonable man;
  - e. knowledge of circumstances which would put an honest and reasonable man on inquiry.

43. Courts have noted the artificiality that necessarily attends such a formulation. Recently, in *Pittmore Pty Ltd v Chan; Chan v Tan* [2020] NSWCA 344; 104 NSWLR 62, the NSW Court of Appeal agreed with a comment made by the Full Federal Court in *Grimaldi v Chameleon Mining NL (No 2)* [2012] FCAFC 6; 200 FCR 296 (**Grimaldi**) and said (at [191]):

What someone knows is distinct from the degree of certainty with which it is known. The so-called "Baden scale of knowledge" more than any other aspect of ancillary liability in equity is associated with technicality and distinctions which are difficult if not illusory; "it tends to invite the use of formulae to solve problems": *Grimaldi* at [260].

44. In *Lifepan Australia Friendly Society Ltd v Ancient Order of Foresters in Victoria Friendly Society Ltd* [2017] FCAFC 74; 250 FCR 1 the Full Court (Allsop CJ, Middleton and Davies JJ) traced the Australian equity jurisprudence's acceptance of the first four categories of *Baden* knowledge as it pertains to *Barnes v Addy* and, more generally, accessorial liability. The Court said at [95]ff:

95 In *Farah Constructions Pty Ltd v Say-Dee Pty Limited* [2007] HCA 22; 230 CLR 89, the High Court passed conclusively on the knowledge required of the third party participant (162-164 [171]-[178]) and on the phrase "dishonest and fraudulent design" in the expression by Lord Selborne of the second limb of *Barnes v Addy* (164-165 [179]-[185]).

96 The knowledge required was expressed by reference to the five categories of knowledge put forward by counsel in *Baden v Société Générale pour Favoriser le Développement du Commerce et de l'Industrie en France SA* [1993] 1 WLR 509 at 575-576 and the earlier decision of the High Court in *Consul Development Pty Ltd v DPC Estates Pty Ltd* [1975] HCA 8; 132 CLR 373.

97 The five categories of knowledge are:

(i) actual knowledge; (ii) wilfully shutting one's eyes to the obvious; (iii) wilfully and recklessly failing to make such inquiries as an honest and reasonable man would make; (iv) knowledge of circumstances which would indicate the facts to an honest and reasonable man; (v) knowledge of circumstances which would put an honest and reasonable man on inquiry.

98 The Court made clear that categories (i)-(iv) were sufficient for the knowledge requirement of the second limb of *Barnes v Addy*. It is to be noted that category (iv) posits knowledge which would indicate the facts to an "honest and reasonable" person. The foundations for the acceptance of category (iv) in *Farah* were the passages in *Consul* of Gibbs J (at 398), Stephen J (at 412) with Barwick CJ concurring with Stephen J (at 376-377): see *Farah* 230 CLR at 163 [176] ftnt 256.

99 In *Consul*, Gibbs J said at 398:

It may be that it is going too far to say that a stranger will be liable if the circumstances would have put an honest and reasonable man on inquiry, when the stranger's failure to inquire has been innocent and he has not wilfully shut his eyes to the obvious. On the other hand, it does not seem to me to be necessary to prove that a stranger who participated in a breach of trust or fiduciary duty with knowledge of all the circumstances did so actually knowing that what he was doing was improper. It would not be just that a person who had full knowledge of all the facts could escape liability because his own moral obtuseness prevented him from recognizing an impropriety that would have been apparent to an ordinary man.

100 In *Consul*, Stephen J said at 412 :

If a defendant knows of facts which themselves would, to a reasonable man, tell of fraud or breach of trust the case may well be different, as it clearly will be if the defendant has consciously refrained from enquiry for fear lest he learn of fraud. But to go further is, I think, to disregard equity's concern for the state of conscience of the defendant.

101 In *Farah* at 163-164 [177], the Court said:

The result is that *Consul* supports the proposition that circumstances falling within any of the first four categories of *Baden* are sufficient to answer the requirement of knowledge in the second limb of *Barnes v Addy*, but does not travel fully into the field of constructive notice by accepting the fifth category. In this way, there is accommodated, through acceptance of the fourth category, the proposition that the morally obtuse cannot escape by failure to recognise an impropriety that would have been apparent to an ordinary person applying the standards of such persons.

102 One can see from these passages that the reference to the honest and reasonable person in category (iv) is the (honest) ordinary person. The expression of the matter thus is to fashion Equity to include in its

relief the morally obtuse; it is not to create any species of constructive knowledge.

103 The requirement of being knowingly concerned in a statutory contravention, such as in s 79(c) has been discussed in many cases. Most recently, in *Australian Securities and Investments Commission v ActiveSuper Pty Ltd (in liq)* [2015] FCA 342; 235 FCR 181 at 255-258 [397]-[411], White J examined the principles, as did the Full Court on appeal in *Gore v Australian Securities and Investments Commission* [2017] FCAFC 13.

104 The principal authorities to which reference must be made are *Yorke v Lucas* [1985] HCA 65; 158 CLR 661; *Giorgianni v The Queen* [1985] HCA 29; 156 CLR 473; and *Pereira v Director of Public Prosecutions* [1988] HCA 57; 82 ALR 217. From these cases it can be taken that actual knowledge of the essential facts constituting the contravention is necessary; *Yorke v Lucas* 158 CLR at 670, *Giorgianni* 156 CLR at 506-507; and *Pereira* 82 ALR at 220.

105 Nevertheless, dishonesty itself, for instance, is not to be viewed from the perspective of the morally obtuse. Such is to be gauged (subject to the statutory context) by the standards of ordinary, decent people: *Peters v The Queen* [1998] HCA 7; 192 CLR 493 at 504 [18]; *Macleod v The Queen* [2003] HCA 24; 214 CLR 230 at 245 [46].

106 Whether actual knowledge exists for the purposes of s 79 will be a question of proof and evidence. If circumstances are such as to indicate to an ordinary, decent person that the relevant facts exist, that may be open as an evidential conclusion.

45. In a case such as this, where the plaintiff falls back to the fourth category of *Baden* knowledge, it is critical to appreciate what is within – and what is without – that category.
46. The first thing to note is that the framing of the fourth category is question-begging. "Knowledge of circumstances which would indicate the facts to an honest and reasonable man" elicits the further question: "What facts?"
47. In this case, the relevant facts which Westpac must prove Mr Bouchahine knew are the facts of the fraudulent Scheme pleaded at paragraphs [55] and [56].

48. The second thing to note is that, properly understood, the fourth category of *Baden* knowledge is not constructive knowledge. It is manifestly not something akin to a standard of negligence. As the Full Court pointed out in *Lifespan* at [102], the standard is that of the *honest* ordinary person. The fourth category of *Baden* knowledge does not expand the requirements of what facts need to be known in order to be implicated in a fraud. It does not lower the bar for knowledge so as to rid the law of its concern with turpitude. Rather, it merely extends the availability of relief against those "morally obtuse" persons who knew facts that would indicate fraud to an ordinary honest person but who, subjectively, saw nothing wrong.
49. That understanding was explicit in *Grimaldi* where the Court (Finn, Stone and Perram JJ) said, (of the *Baden* categories) at [261]:
- The first two categories of "knowledge" require no comment. The third involves such a calculated abstention from inquiry as would disentitle the third party to rely upon lack of actual knowledge of the trustee's or fiduciary's wrongdoing. The fourth reflects what seems to have been accepted provisionally by three judges of the High Court in *Consul Development Pty Ltd v DPC Estates Pty Ltd* (1975) 132 CLR 373 at 398 and 412-413. It is, in essence, an understandable, objective, default rule designed to prevent a third party setting up his or her own "moral obtuseness" as the reason for not recognising an impropriety that would have been apparent to an ordinary person: *Consul*, 398. It is the surrogate of actual knowledge...
50. The law's concern with the alleged accessory's mental state is unsurprising given that the equitable remedies claimed focus on Mr Bouchahine's conscience and the statutory remedies invoke provisions of accessorial liability whose origin can be traced from the criminal law.
51. In *Yorke v Lucas* (1985) 158 CLR 661, the plurality (Mason ACL, Wilson, Deane and Dawson JJ) adverted to the criminal law origins of the statutory framing (at 667-9) and concluded that "*There can be no question that a person cannot be knowingly concerned in a contravention unless he has knowledge of the essential facts constituting the contravention*" and

that such a person must be "*an intentional participant*" in the contravention (at 670).

52. In separate concurring reasons, Brennan J found (at 673, 677) that "*Civil liability is thus imposed only on those who engage in the conduct... with a state of mind which the criminal law calls mens rea.*" Brennan J concludes (at 677) that "honest ignorance" is insufficient to attract liability.
53. As can be seen from the foregoing authorities, the inflection point is honesty. The first category requires direct knowledge of the fraud. The second and third categories seem, to me, materially indistinguishable: they both involve wilful 'ignorance'. But, of course, the 'wilful' part of the equation rather forecloses the possibility of 'honest' ignorance. One only wilfully shuts one's eyes or refrains from asking questions when one already knows or suspects the answer. The fourth category remains concerned with knowledge of facts that would disclose the fraud and only serves to remove the respondent's subjective morality from the equation. The honest (but negligent) auditor; the honest (if credulous) partner; the honest (and hapless) employee will, none of them, be liable for the principal's wrongdoing.

**G. Mr Bouchahine comes within the fifth *Baden* category**

54. Westpac does not assert (and nor could it) that Mr Bouchahine had direct actual knowledge of the fraud such as would satisfy the first category of *Baden* knowledge.
55. Westpac, instead, submits that Mr Bouchahine had:
- a. actual knowledge in the sense used in the second and third categories: wilful blindness; or, alternatively,
  - b. knowledge of circumstances that would indicate the facts to an honest and reasonable person.

56. For reasons I will come to presently, Mr Bouchahine was not wilfully blind to the fraud in the sense described in the second and third *Baden* categories. Nor did he possess knowledge of circumstances which would indicate the facts to an honest and reasonable man so as to bring him within the scope of the fourth category.
57. Rather Mr Bouchahine squarely falls within the fifth category of *Baden* knowledge: knowledge of circumstances which would put an honest and reasonable man on inquiry. And he did inquire. In response to his enquiries, Mr Papas provided an explanation that was sufficiently plausible to satisfy Mr Bouchahine and put him off the scent.
58. Mr Papas's explanation was plausible for all the reasons that Westpac adverts to and that allowed the fraud to remain undetected for as long as it did.
59. Mr Bouchahine:
  - a. knew that Mr Papas had a close and strong relationship with Eqwe and its principals (including Westpac) TB at [36], [43](b);
  - b. believed that financiers employed their own rigorous due diligence: TB at [41](c), (d)
  - c. believed that large public company customers had entered into lease arrangements with Forum or Iugis for the supply of machines;
  - d. had worked closely with Mr Papas for almost 20 years and had never, in all that time, been given any reason to mistrust him: TB at [41](b).



**H. Mr Bouchahine's evidence**

60. Mr Bouchahine obtained an equivalent of a Diploma in Accounting from TAFE in about 1987: TB at [6].
61. He worked with Bill Papas at the Ricoh Business Centre North West and later at Upstream Solutions: TB at [8].
62. In about September 2012, Mr Papas offered him a job as financial controller at his new start-up: TB at [10]. His role consisted of keeping track of debtors and creditors; monthly management reporting; payroll; and liaising with various persons on behalf of Forum including finance brokers: TB at [11].
63. Forum grew, including through the acquisition of various businesses: TB at [12]. Forum also diversified. In about late 2015 or 2016, Mr Papas developed a relationship with the manufacturer of ORCA machines. Mr Bouchahine had no dealings in this respect: TB:[13]-[15].
64. In about 2016, Mr Papas invited Mr Bouchahine to invest in Forum. Mr Bouchahine invested \$170,000 from his superannuation: TB at [16], [17].
65. In 2017, after the acquisition of ImageTec, Mr Bouchahine's role was changed to chief financial officer but his role remained the same: TB at [17]-[20].
66. Only Mr Bouchahine and Mr Papas could cause payments to be made from Forum's bank accounts: TB at [21]. Every week, Mr Bouchahine and Mr Papas would meet where the latter would approve the payments for Mr Bouchahine to make: TB at [22].
67. Mr Bouchahine became aware that Mr Papas's relationship with the ORCA supplier broke down and Mr Papas was arranging for similar machines to be manufactured in Greece: TB at [24]-[26].

68. Mr Papas also tasked Mr Bouchahine with a similar financial controller role in relation to FGFS and various other entities associated with Mr Papas and Mr Tesoriero. After a time, Mr Bouchahine complained to Mr Papas that this extra work was unremunerated and Mr Papas agreed to pay him \$50,000 per annum. That was done in monthly payments of \$4,166.66: TB at [32] to [35].
69. Mr Bouchahine observed Eqwe personnel attending Forum's offices on an almost daily basis: TB at [36]. Mr Bouchahine was not involved with the process of obtaining finance; saw none of the agreements and never communicated with Eqwe or the financiers. Mr Bouchahine did, however, observe frequent meetings between Mr Papas and Forum's auditors, Rothsay as well as a partner from Ernst & Young: TB at [37].
70. In about 2019, Mr Bouchaine asked Mr Papas what the funding arrangement was. Mr Papas explained that contracts with customers had been executed but machines' installation had been delayed and financiers were providing funding which would, ultimately, be recovered from the customers: TB at [38]. Mr Papas also said, on a separate occasion (T600.9), that once Iugis was eligible for funding, the credit lines would be established in Iugis's name: TB at [39].
71. Mr Papas told Mr Bouchahine not to include the funds from Forum Finance in Forum's books, ostensibly on the basis that the funding was, in truth for Iugis and because Mr Papas intended to sell the Forum print business: TB at [40].
72. Mr Bouchahine accepted Mr Papas at his word. He had known him for a long time and trusted him. He did not think Mr Papas was engaged in fraud: TB at [41](b).
73. Mr Papas arranged a meeting with Mr Bouchahine, Mr Brandon Chin and Suzi Phillips in which Mr Papas gave them instructions about how to

make (and keep track of) payments made on clients' behalfs pursuant to the advance funding arrangement: TB at [44]-[46].

74. Mr Bouchahine was comforted by the facts that:
- a. He was familiar with financiers' own rigorous due diligence processes;
  - b. He believed that loans could be repaid due to the real estate developments and overseas businesses;
  - c. The operation of the Iugis entities appeared to be legitimate. He knew that Veolia had promised to buy 1000 machines. Iugis also came to employ five former senior Veolia executives, one of whom, Mr Churin, told Mr Bouchahine that "Iugis will be massive".
75. In about March 2020, Mr Bouchahine was removed from the executive team: TB at [47].
76. Mr Papas asked Mr Bouchahine to attend a meeting in Melbourne on 17 June 2021. Mr Papas lied to Mr Bouchahine, telling him he was on the way to Perth. It was at that meeting that Mr Bouchahine found out that Mr Papas had left the country and that "Westpac is trying to catch up with him". Upon learning of the fraud, Mr Bouchahine was angry: TB at [51] to [53].
- I. Westpac's case against Mr Bouchahine**
77. The pleaded case against Mr Bouchahine includes five causes of action: trust; knowing assistance; knowing receipt; unlawful means conspiracy; and misleading or deceptive conduct (or false or misleading conduct).

78. Westpac's Opening Submissions (**WOS**) were put on the basis that Mr Bouchahine knew of Mr Papas's scheme and its purpose.<sup>5</sup> Those submissions were filed at a time when Mr Bouchahine was not playing an active role in the proceedings. In Westpac's Closing Submissions (**WCS**), it maintains its contention that Mr Bouchahine had actual knowledge of the fraud, though now explicitly in the sense of willful blindness or, alternatively, knowledge of circumstances that would indicate the facts to an honest and reasonable person.<sup>6</sup>
79. The attenuation of the stridency of Westpac's submissions against Mr Bouchahine is no doubt a product of its recognition that Mr Bouchahine gave plausible evidence by affidavit and, under cross-examination, demonstrated himself to be honest and forthright.
80. Westpac's contends that Mr Bouchahine knew of the fraud. It provides five matters that, in its submission, justify that conclusion. None of those matters, taken separately or compendiously, provide that justification.

***Mr Bouchahine's role as chief financial officer***

81. Before addressing each of the five matters Westpac relies upon to prove Mr Bouchahine's knowledge of the fraud, one preliminary matter requires attention. Westpac repeatedly refers to Mr Bouchahine's role as chief financial officer of the Forum Group as if that is, in and of itself, some basis to infer his knowledge of the fraud.
82. Westpac refers to his role in the context of its pleading<sup>7</sup> its Opening Submissions,<sup>8</sup> and its Closing Submissions.<sup>9</sup> In doing so, Westpac appears to suggest that, due to Mr Bouchahine's responsibility as CFO, he bears

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<sup>5</sup> E.g. WOC [MIN.XXX] at [249]

<sup>6</sup> WCS at [162], [163]

<sup>7</sup> [MIN.5000.0006.0046] at [2669]

<sup>8</sup> [MIN.5000.0006.0046] at [103], [249]

<sup>9</sup> [MIN.5000.0006.0046] at [149]

some kind of ultimate vicarious responsibility for others' misdeeds that occurred "on his watch". Westpac does not make that submission explicitly but it is implicit in much of what Westpac says.

83. Needless to say, no such liability exists and it would be an error to allow the particular designation of Mr Bouchahine's role to infect the central fact-finding process of determining whether Westpac has proved that Mr Bouchahine had requisite knowledge of the fraud.
84. Moreover, the evidence discloses that Mr Bouchahine did not hold any executive authority in his role as CFO. He had no decision-making power. All payments were authorised by Mr Papas. Mr Bouchahine's role appears to have been mainly concerned with supervising the finance staff, ensuring that entries were correctly made on the relevant accounting software<sup>10</sup> and releasing payments that Mr Papas had authorised.
85. Mr Bouchahine's role was originally "financial controller". He was only made chief financial officer when, after Forum had acquired another company (ImageTec) who had a financial controller, Mr Papas gave him that designation. Mr Bouchahine's role and responsibilities did not otherwise change: TB: at [18]-[20].<sup>11</sup>
86. Furthermore, in about March 2020, Mr Bouchahine was removed from the "executive team" and Craig Rollinson was made "International CFO": TB at [47].

***The five matters that Westpac says prove knowledge***

**Mr Bouchahine received the initial contractual documentation**

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<sup>10</sup> Except in relation to certain entries in Forum Finance's books, which were excluded at the Mr Papas's direction.

<sup>11</sup> MIN.5000.0038.0002

87. The first matter that Westpac adverts to is that Mr Bouchahine received emails in relation to Transactions 1A and 3.<sup>12</sup> These were emails sent on 31 August and 5 September 2018 respectively.
88. Westpac's argument is that, by receiving these emails and the attachments (including the fraudulent Payment Schedule, Sales Notice, Certificate of Acceptance of Delivery) all purportedly signed by the customer (in these cases Veolia and HWLE, respectively), Mr Bouchahine knew what Forum's arrangement with Eqwe and Westpac was. Westpac submits that Mr Bouchahine admitted that, to the best of his knowledge, the form of payment schedule remained the same for the whole period between September 2018 to June 2021.
89. That admission, however, needs to be seen in its proper context. Mr Bouchahine – in his affidavit [MIN.5000.0038.0002] and under cross-examination – repeatedly told Westpac's senior counsel that he was not privy to any of the other contractual documents or funding arrangements. Westpac's submission unfairly seeks to plant a presumption of continuance in Mr Bouchahine's mind. Any presumption to that effect was displaced by the conversations he had with Mr Papas and the latter's explanation that there was an advance funding arrangement.
90. Mr Bouchahine gave evidence of the close relationship that Mr Papas enjoyed with BHO/ Eqwe: TB at [43](b). He said that he observed Eqwe personnel coming to Forum's office to meet with Mr Papas on an almost daily basis: TB at [36]. That evidence was unchallenged.
91. Mr Bouchahine set out the conversation he had with Mr Papas in TB at [36]. That conversation commences:

[Bouchahine]                      What is your arrangement with these lenders?

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<sup>12</sup> WCS at [150]

92. That question discloses that Mr Bouchahine recognised that, whatever the arrangement was, it did not conform to the one that Mr Bouchahine was familiar with.
93. Mr Bouchahine was subjected to powerful cross-examination concerning his recollection of that conversation: T.598 - 599. Mr Bouchahine was steadfast in his recollection.
94. Moreover, the explanation provided by Mr Papas has a sort of internal logic to it. One can readily see why Mr Bouchahine might have, in all the circumstances, accepted it.
  - a. First, he knew that funders had their own due diligence processes;
  - b. Secondly, he knew that the customers were all large, sophisticated commercial entities with all of the oversight that implies;
  - c. Thirdly, he understood that Mr Papas's relationship with the Canadian company supplying the ORCA machines (Totally Green Inc) had broken down and that Mr Papas was in the process of sourcing his own machines from Greece: T598.29;
  - d. Fourthly, he knew that Mr Papas had a close relationship with Eqwe, who were Westpac's agents;
  - e. Fifthly, the breakdown in the relationship with Totally Green Inc caused delays in the machines' supply. The first batch of Iugis machines did not work (T598.30). The delays were then compounded by Covid: T598.21. The Court will note that, for much of 2020 and 2021 it was anything but 'business as usual'. Accordingly, the delays of getting the machines into the customers' hands and commencing the receipt of repayments was explicable;

- f. Sixthly, while Mr Bouchahine admitted that he did not know how long the lag would be until customers started paying Forum Enviro or Iugis for the equipment (T598.39), it made sense that would only happen after installation of the machines: T599.16.

Communications with Maia

95. Westpac submits that Mr Bouchahine was "heavily involved in the communications with Maia surrounding entry into the standstill agreement". That submission is overblown.
96. The true picture is that there is no evidence whatever that Mr Bouchahine was involved in the funding arrangements with Maia. The evidence goes no further than demonstrating that Mr Papas was overseas; Mr Sher (who was Maia's CFO) contacted Mr Bouchahine in Mr Papas's absence and confirmed that Mr Papas had "confirmed full access to all info required..." [MCN.0001.0003.0072]. Mr Bouchahine's response to Mr Papas is instructive of the diminished role he held and his lack of any detailed understanding of the contractual and funding process: "I need to go through this one more time as I need to have clear instructions on each point..."
97. Westpac submits that Mr Sher wished to check the signatures on the contract.<sup>13</sup> Westpac appears to be seeking an inference to be drawn that the fraud occurred during the time when Maia was providing funding. That is a case expressly disavowed in opening: T34.43.
98. Real questions attend the circumstances in which Mr Sher would be wishing to see original signed contracts with customers. Westpac has not adduced any evidence on the subject. Westpac submits that (a) it can be inferred that Mr Sher's purpose was to check the signatures on the

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<sup>13</sup> WCS at [151]



contract; and (b) Mr Bouchahine's inability to think of any other reason why Mr Sher would have wanted to see original contracts supports that inference.

99. First, the passage of cross-examination discloses that Mr Bouchahine did not know why Mr Sher wished to see original contracts:

They were pretty concerned to have a very close look at the Forum documentation. Is that fair?---Yes.

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Including they wanted to see originals. Yes?---Well, correct.

And presumably, that's to check signatures. Would that be your understanding at the time?---I don't know if that's particularly what they wanted to see, but they wanted to see the original contracts.

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Can you think of any other reason they would want to look at original contracts?---No, not at all.

100. Secondly, Mr Bouchahine's inability to speculate on the reasons for Mr Sher's request is probative of nothing.
101. The requested meeting with Mr Bouchahine did not proceed. Instead, Mr Papas intervened and sent an email that further confirms Mr Bouchahine's lack of relevant knowledge [MCN.0001.0003.0253]. It stated, in part "*Tony can't provide all the requests Gavin has set out below and requires my assistance to have all relevant information.*"
102. Although Westpac submits that the Court should infer that Mr Papas had no intention of allowing the Maia meeting to proceed, that submission is laden with a retrospective cynicism borne of hindsight. In fact, Mr Papas's email stated "*I can also supply you with information and copies of all agreements in New York, taking you through everything prior to when I return and then provide all the originals including relevant customer communication.*"

103. Finally, on the topic of Maia, Westpac submits that the proposed joint venture to which Mr Bouchahine referred in cross-examination should be limited to March 2018, "but that in the absence of any evidence on the issue beyond Mr Bouchahine raising it the matter in cross-examination, that those discussions ultimately came to naught."<sup>14</sup>
104. There are, however, documents post-dating March 2018, that show an ongoing relationship and serious discussions between Maia and Forum concerning future funding arrangements:
- a. a further WesTrac contract, dated 20 April 2018, was apparently sold via Maia's broker (Northern Managed Finance) [SEC.5000.0028.6190];
  - b. on 4 May 2018, an email from Mr Fine (Maia's Senior Director, Asset Management Services) discussing the "ORCA project" and finalising the "proposed structure" [SEC.5000.0027.6152];
  - c. on 15 May 2018, Mr Blizzard sent Mr Papas an email confirming that a meeting between the parties did proceed "*with all of us* [at Maia] *gaining a full understanding of the contracts*" and referring to a due diligence process antecedent to finalising Maia's offer [SEC.5000.0028.1594] at [.1598];
  - d. on 29 May 2018, Maia sent Mr Papas a letter of offer in respect of a USD\$150 million facility subject to an acquisition of Forum Enviro and compliance with the Standstill Agreement [MCN.0001.0003.0779];

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<sup>14</sup> WCS at [154]

- e. on 15 June 2018 Mr Papas sent Mr Blizzard monthly forecasts [SEC.5000.0029.6584]; and
  - f. On 22 June 2018, Maia sent another letter of offer for a USD\$150 million facility in similar terms to the 29 May 2018 offer [MCN.0001.0003.0002].
105. Westpac submits that Mr Papas's disinclination to provide original documents to Maia as well as the "circumstances in which Maia was bought out" was sufficient to put Mr Bouchahine on notice of suspicious activity in connection with those contracts.
106. That submission must, in light of the above, be wholly rejected.

Creation of the Outstanding and Recurring Payments spreadsheet

107. Westpac's next submission<sup>15</sup> is that Mr Bouchahine was aware that Mr Papas's and Mr Tesoriero's personal projects were being paid, in the main, by FGFS. So much may be accepted (indeed, was readily admitted).
108. Accordingly, Mr Bouchahine knew that Forum (not customers) were repaying Westpac's loans. This is a matter that Mr Bouchahine also readily admitted.
109. Westpac recognises that Mr Bouchahine's explanation for this arrangement was due to the advance funding that Forum was receiving. I have already made submissions concerning Mr Bouchahine's conversation with Mr Papas and his understanding of the advance funding that Forum was receiving.

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<sup>15</sup> WCS at [156]

110. Mr Bouchahine could not precisely recall the time in which the conversation, deposed in paragraph [38] of this affidavit took place (T597.19) but took it to be about 2019: T597.22.
111. Westpac suggests that Mr Bouchahine's reference to the Covid outbreak may mean that the conversation happened in 2020 but that takes Mr Bouchahine's evidence out of context. The reference to Covid was made in answer to a question about how long the "lag" would be between the 'advance funding' and the customer paying. As submitted above, Mr Bouchahine's evidence is to the effect that, from his perspective, a number of circumstances conspired to delay the roll-out of the machines' into customers' premises including the breakdown in the relationship with the ORCA supplier; the initial batch of Iugis machines not working (T598.30); and Covid: T598.21.
112. Westpac proceeds to argue that because Mr Bouchahine was copied, by Eqwe, on emails relating to two initial contracts, and because he knew that Westpac required the equipment to be installed before it would purchase it (and from his understanding of usual funding processes desposed to in his affidavit at [41](c)(i)), the Court should find that no such conversation took place.
113. For reasons explained above, clearly Mr Bouchahine was aware that the advance funding was proceeding on a different basis than the orthodox purchase of goods and receivables with which he was familiar. That is implicit in his question to Mr Papas "*What is your arrangement with these lenders?*"

114. Westpac further submits<sup>16</sup> that Mr Bouchahine knew that Eqwe expected payments to be made directly to a locked box account [SEC.5000.0064.5985] and that never occurred: T590.14-47.
115. The tart answer to that submission is that Eqwe (and, by extension, Westpac, its principal) knew that too. The same issue (i.e. that Forum, rather than customers, were making repayments) had emerged with Maia [MCN.0001.0003.0072]. Mr Papas explained (in the draft email sent to Mr Bouchahine) [MCN.0001.0003.0252] that the reason for this was:

...the billing and service agreements are separate to the finance agreements to split the rental and the service to accommodate your product with NMF. Our customers only see one cost and receive only one invoice in most instances as I've tried to explain.

116. Westpac submits:<sup>17</sup>

Mr Bouchahine admitted that, in hindsight, the effect of this arrangement to transfer money from Forum Finance to FGFS was to deceive funders, and that if he had thought about it at the time, he would have realized that: T601.6-25. He also conceded that by causing FGFS to make repayments to Westpac under the customer contracts, he was endeavouring to conceal that fact from Westpac: T607.44-608.2.

117. Mr Bouchahine's concession should not be viewed in isolation. The question was long and the answer needs to be seen in light of the rest of his evidence. It cannot be said that the tenor of Mr Bouchahine's evidence is that he was attempting to conceal matters from Westpac. Indeed, he said the opposite: T601.15.<sup>18</sup> Mr Bouchahine also said that he did not know what the arrangements were and believed what Mr Papas told him about advance funding. Indeed, the very next question and answer make it clear that Mr Bouchahine was not agreeing to a proposition that he was endeavouring to conceal the fraud and, on the contrary, he assumed the

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<sup>16</sup> WCS at [157]

<sup>17</sup> WCS at [158]

<sup>18</sup> "I didn't think at the time we were [deceiving] the funder"

existence of genuine contracts:

- 5 And you knew that in September 2018; correct – and thereafter?---As I said, I didn't see the agreements that Bill had signed at the time with the customer, but I know there was a contract in place, like I said, for a thousand units, and I know that we had installed over 286 units. I would assume some of those machines were covered by this agreement.

118. Moreover Mr Bouchahine must have known that Westpac could not be deceived about the identity of the payer. It only stands to reason that, during the entire pendency of the MSRGA, Westpac was fully aware that repayments were made by Forum rather than customers. So much was confirmed by Luke Price of Eqwe on 25 June 2021 [WBC.5002.0001.0169].

Payments made from FGFS did not relate to Forum's business

119. Westpac's fourth and fifth points<sup>19</sup> appear to raise the same issue: that Mr Bouchahine knew that FGFS was paying money for matters other than Forum's business.
120. Again, so much may be accepted. Westpac's submission, however, miscarries for three reasons:
- a. First, Mr Bouchahine was not aware of the precise funding arrangements. There is no evidence to suggest that he believed that they needed to be deployed for a particular purpose (and in fact there was no such requirement);
  - b. Secondly, the director (and major shareholder) of Forum was instructing him in terms of where the funds should go; and
  - c. He believed that Mr Papas was engaged in a variety of lucrative ventures (including real estate developments in Australia and

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<sup>19</sup> WCS at [160]

overseas businesses) and the money would be repaid to FGFS (and, ultimately, to Forum Finance): Bouchahine affidavit at [41](e) and (f).<sup>20</sup>

121. Westpac points<sup>21</sup> to the admissions Mr Bouchahine made that:

- a. He did not consider the interests of the Forum group in acting upon Mr Papas's instructions in making payments;
- b. He never questioned Mr Papas or Mr Tesoriero about whether they were acting in Forum group's best interests;
- c. He was loyal to Mr Papas and trusted him and saw his role as being to do whatever Mr Papas told him to do in respect of causing payments from FGFS

and concludes that Mr Bouchahine was "wilfully blind to the true position, which was that Forum Finance was perpetrating a large fraud."

122. Westpac's aspirational submission is devoid of logic and merit. Mr Bouchahine's concessions concern how funds were spent. They disclose nothing about whether he knew that the funds were obtained fraudulently.

**J. Trust claim**

123. Mr Bouchahine reviewed the Section 50 Summary [MIN.5000.0005.0248] which summarises payments made to him and his company, KKP. Most of them are monthly payments of \$4,166.66. That figure represents \$50,000 per annum divided by 12 months.

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<sup>20</sup> MIN.5000.0038.0002

<sup>21</sup> WCS at [162]

124. The extra \$50,000 that Mr Bouchahine received from November 2018 is explained in his affidavit [MIN.5000.0038.0002] at paragraphs [34] and [35]. Mr Bouchahine was not challenged in cross-examined in relation to that evidence (T595.36 – 596.21) and it should be accepted.
125. Mr Bouchahine also recalled the sum of \$27,000<sup>22</sup> that was paid to him was an advance on his usual salary which he contributed to his daughter's wedding and that amount was deducted from future pay periods: Bouchahine affidavit at [56](a).
126. Mr Bouchahine believes that a further eight items, totalling \$55,444 are in respect of wages and bonuses: Bouchahine affidavit at [56](b).
127. Mr Bouchahine does not recognise the remaining sum of \$59,500 as being received by him or KKP: Bouchahine affidavit at [56](c). To prove this negative, Mr Bouchahine exhibited all his and KKP's bank statements over the relevant period (Exhibit MB-5).
128. Finally, under the heading "Financier Contributions Not Yet Determined" ([MIN.5000.0005.0248] page 3ff), Mr Bouchahine notes that those items described as "CC Topup" were top-ups of a company credit card: Bouchahine affidavit at [56](d).
129. Mr Bouchahine was not cross-examined about any of those matters and they should be accepted.
130. The Section 50 summary simply demonstrates that the plaintiffs' payments can be traced to Mr Bouchahine.
131. Those payments were made in relation to Mr Bouchahine's wages and the further \$50,000 per annum that Mr Papas agreed to pay him for managing

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<sup>22</sup> [MIN.5000.0005.0248], item 14



Mr Papas's and Mr Tesoriero's private projects as described in paragraph [32] of his affidavit.

132. Where Mr Bouchahine did not know that the funds were obtained by fraud and he provided services in consideration of their receipt, no claim in trust can succeed.

**K. Conclusion**

133. Having observed Mr Bouchahine throughout his cross-examination, the Court will conclude that he was an honest and forthright witness.
134. In cross-examination, it was not suggested that Mr Bouchahine had actual knowledge of the fraud.
135. Westpac's argument, in its essence, relies on two things:
- a. Mr Bouchahine knew how money was being spent; and
  - b. Mr Bouchahine knew that the Westpac funding arrangement required that the relevant machines existed and were in place.
136. Only the first of these matters is true. Mr Bouchahine performed the duties of a financial controller. He managed the finances by overseeing receipts and payments and recording those in the Xero software (or supervising the employees who performed that role).
137. As to the second matter, It is clear that Mr Bouchahine had no operational role in the business. Mr Bouchahine only ever received contractual documents relevant to two transactions (Transactions 1A and 3). The Court can infer that the only reason Mr Bouchahine was included on Eqwe's initial correspondences was that his title of CFO misled them as to the scope of his responsibilities. In any event, Mr Bouchahine's evidence

was that those initial two contracts were accounted correctly in Forum's books: T611.17.

138. Brandon Chin was also intimately involved in management of Forum and FGFS's finances and had no basis to think that Mr Bouchahine knew of the fraud. He was not called by Westpac to give evidence. However, in the liquidator's examination, the following exchange occurred between Mr Kidd SC and Mr Chin [MIN.5000.0018.0229] at T226.6:

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And, based upon what you now know, who do you believe were the persons or person who were knowing participating in the fraud involving taking money from the BHO funder and SMBC?---Privileged. Knowing what is in the news, I can confirm – I can say Bill Papas. Apart from that I can't say with 100 per cent guarantee that  
10 any other party may or may not have been involved.

So you think Mr Bouchahine may have shared your innocent understanding of these arrangements, do you?---Privileged. I don't believe I have enough knowledge or evidence to say a definitive answer against Tony Bouchahine.  
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139. As Mr Bouchahine said in his oral evidence, even had he not accepted Mr Papas at his word and, instead, demanded to see the contracts, once presented to him, he would have accepted them at face value and been satisfied of the contracts' existence: T611.24. Indeed, at that point, in terms of information, Mr Bouchahine would have been in a similar position to Westpac.
140. In cases of this sort - where accessorial liability is alleged - there is a danger that mere proximity and association will infect sober judgment about the respondent's culpability. It has, since Aesop's time, been commonplace to judge a man by the company he keeps. The Court will not succumb to this natural temptation. Rather, the Court acts on evidence. In Mr Bouchahine's case, when it comes to knowledge of Mr Papas's fraud there is a dearth of it.

A rectangular box containing a handwritten signature in black ink. The signature is cursive and appears to read 'N. Kirby'.

Nicolas Kirby

12<sup>th</sup> Floor Wentworth Selborne Chambers

23 February 2023