**Instructions for completion**

# Affidavit

1. This form of affidavit may be used in any proceeding, save and except where another form of affidavit is applicable under the:
   1. *Federal Circuit and Family Court of Australia (Family Law) Rules 2021;*
   2. *Federal Circuit and Family Court of Australia (Division 2) (Family Law) Rules 2021 (****Family Law Rules****)*;
   3. *Federal Circuit and Family Court of Australia (Division 2) (Bankruptcy) Rules 2021*;
   4. *Federal Circuit and Family Court of Australia (Division 2) (General Federal Law) Rules 2021 (****General Federal Law Rules****)*.
2. Each paragraph in this affidavit must be numbered.
3. This affidavit must be sworn or affirmed before a person authorised by law to witness the swearing of affidavits; for example, a lawyer, notary public or Justice of the Peace.
4. Each page must be signed by the deponent (the person making the affidavit).
5. Any alteration in the affidavit must be initialled by the deponent and the witness.
6. You must identify the type of proceedings this affidavit is being used for on page 1 of the form.

## Family law proceedings

1. Affidavits must comply with the formal requirement for documents (see Rule 2.14 of the Family Law Rules) and the limitations on number and length of affidavits (see Rule 5.08 of the Family Law Rules and the modified rule in the *Federal Circuit and Family Court of Australia (Division 2)(Family Law) Rules 2021* for proceedings in Division 2 of the Court)
2. You must complete address for service details in the footer on page 1. All correspondence concerning the affidavit will be sent to the email or mailing address inserted and all documents in the proceedings will be deemed to have been served on you if emailed or posted to that address. If your address details change, you must file a *Notice of Address for Service* within seven days and serve a copy on all other parties: see Rule 2.25 of the Family Law Rules.
3. If the facts in the affidavit are supported by a document, a copy of the document must be attached to this affidavit. This document is then referred to as an ‘annexure’. If there is more than one annexure refer to each by a number or letter; for example – 'Annexure 1' or 'Annexure A'. The annexure should also have page numbers. If there is more than one annexure, the page numbers must run consecutively until the last page of the last annexure. A document annexed or exhibited to an affidavit must be served with the affidavit. See Rule 8.15(4) of the Family Law Rules.
4. Each annexure must include a statement signed by the witness identifying the annexure as the document referred to in this affidavit. The wording of the statement is as follows:

This is the document referred to as [*insert annexure identification*] in the affidavit of [*insert*  *deponent's name*]sworn/affirmed at[*insert place*] on [*insert date*] before me[*witness to sign*  *and provide name and qualification*].

The statement must be signed at the same time as the affidavit and by the same witness.

1. The Court may strike out any material which cannot be used in evidence; for example, if the material is unnecessary, scandalous or contains opinions of persons not qualified to give them. See Rule 8.18 of the Family Law Rules.
2. If the deponent does not have an adequate command of English, a translator must read or give in writing a translation of the affidavit and oath/affirmation in a language which is understood, and must certify in the signing clause that he or she has done so. Use the alternative jurat for the swearing/affirming of the affidavit and the translator’s certificate in Part F. See Rule 8.17 of the Family Law Rules.
3. Once complete, you need to file the affidavit and any annexures with the Court. It must be filed electronically on the Commonwealth Courts Portal ([www.comcourts.gov.au](http://www.comcourts.gov.au)) unless it is not reasonably practicable to do so. You will need to serve a copy on the other party or parties and keep a copy for your records.

**Remove this instruction sheet before filing**

## Migration and general federal law proceedings

1. Affidavits must comply with the formal requirement for documents (see Rule 4.04 of the General Federal Law Rules).
2. You must complete address for service details in the footer on page 1. All correspondence concerning the affidavit will be sent to the email or mailing address inserted and all documents in the proceedings will be deemed to have been served on you if emailed or posted to that address. If your address details change, you must file a *Notice of Address for Service* within seven days and serve a copy on all other parties: see Rule 6.02 of the General Federal Law Rules.
3. If the facts in the affidavit are supported by a document, a copy of the document must be attached to this affidavit. This document is then referred to as an ‘annexure’. If there is more than one annexure refer to each by a number or letter; for example – 'Annexure 1' or 'Annexure A'. The annexure should also have page numbers. If there is more than one annexure, the page numbers must run consecutively until the last page of the last annexure. A document annexed or exhibited to an affidavit must be served with the affidavit. See Rule 15.15 of the General Federal Law Rules.
4. Each annexure must include a statement signed by the witness identifying the annexure as the document referred to in this affidavit. The wording of the statement is as follows:

This is the document referred to as [*insert annexure identification*] in the affidavit of [*insert*  *deponent's name*]sworn/affirmed at[*insert place*] on [*insert date*] before me[*witness to sign*  *and provide name and qualification*].

The statement must be signed at the same time as the affidavit and by the same witness.

1. The Court may strike out any material which cannot be used in evidence; for example, if the material is unnecessary, scandalous or contains opinions of persons not qualified to give them. See Rule 15.16 of the General Federal Law Rules.
2. If the deponent does not have an adequate command of English, a translator must read or give in writing a translation of the affidavit and oath/affirmation in a language which is understood, and must certify in the signing clause that he or she has done so. Use the alternative jurat for the swearing/affirming of the affidavit and the translator’s certificate in Part F. See Rule 15.14 of the General Federal Law Rules.
3. Once complete, you need to file the affidavit and any annexures with the Court. It must be filed electronically using [eLodgment](https://www.elodgment.fedcourt.gov.au/), unless it is not reasonably practicable to do so. You will need to serve a copy on the other party or parties and keep a copy for your records.

**Remove this instruction sheet before filing**

**Affidavit**

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| --- | --- | --- | --- | --- |
| Family Law Rules 2021 - RULE **8.15**  General Federal Law Rules 2021 - RULE **4.04** | | | | |
| **Filed in:**  Federal Circuit and Family Court of Australia  Family Court of Western Australia  Other (specify)  **Type of proceedings:**  Family law proceedings  Migration proceedings  General federal law proceedings  Other (specify)  **Filed on behalf of:**  Full name: Gary Steven Benson | | | | **COURT USE ONLY** |
| Client ID  File number SYC8535/2021  Filed at  Filed on  Court location  Court date |
| Name of person swearing/affirming this affidavit (SEE PART C)  Gary Steven Benson  Date of swearing/affirming      /01/2022 | | | | |
| Part A | **About the parties** | | | |
| **APPLICANT 1**  Family name (as used now)/Title/Organisation | | | **RESPONDENT 1**  Family name (as used now)/Title/Organisation | |
| Benson | |  | Benson | |
| Given names (as required) | | | Given names (as required) | |
| Debra June | |  | Gary Steven | |
| **APPLICANT 2**  Family name (as used now)/Title/Organisation | | | **RESPONDENT 2**  Family name (as used now)/Title/Organisation | |
|  | |  |  | |
| Given names (as required) | | | Given names (as required) | |
|  | |  |  | |
| What is the contact address (address for service) in Australia for the party filing this affidavit?  You do not have to give your residential address. You may give another address at which you are satisfied that you will receive documents. If you give a lawyer’s address, include the name of the law firm. You **must** also give an email address. | | | | |
| c/- Kalpaxis Legal | | | | |
| Suite 19, Level 3, 27 Hunter Street, Parramatta State NSW Postcode 2150 | | | | |
| Phone (02) 7252 7111 | | | | |
| Lawyer’s code | | | | |
| Email heela@kalpaxislegal.com.au | | | | |
|  | | | | |

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| --- | --- | --- |
| Part B | **About the independent children’s lawyer (if appointed)** | |
| Independent children’s lawyer family name | | Given names |
|  | |  |
| Firm name | |  |
|  | | |

|  |  |
| --- | --- |
| Part C | **About you (the deponent)** |

|  |  |  |  |
| --- | --- | --- | --- |
| Family name (as used now)/Title/Organisation | Given names | | |
| Benson | Gary Steven | | |
| Gender | Usual occupation (if applicable) | | |
| Male  Female  X | Retired | | |
| What is your address?  You do not have to give your residential address if you are concerned about your safety. You may give another address at which you are satisfied that you will receive documents. | | | |
| Leichhardt | | | |
|  | | | |
|  | | State NSW | Postcode 2040 |

|  |  |
| --- | --- |
| Part D | **Evidence** |

* Set out the facts divided into consecutively numbered paragraphs. Each paragraph should be confined to a distinct part of the subject matter.
* Attach extra page(s) if you need more space. Make sure that the page containing the signature (Part E or F) is always the last page of the form. You and the witness to your affidavit must sign the bottom of each additional page.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 1. I am the Respondent in these proceedings. I was born on 11 July 1957 in Sydney, Australia and I am presently 64 years of age. 2. The Applicant in this matter is my wife, Debra June Benson **(“Debra”)**. Debra was born on 13 December 1959 in Auckland, New Zealand and is presently 62 years of age. 3. Where I refer to conversations and I cannot remember the precise words of those conversations, I refer to the nature and effect of the conversation and the words used to the best of my recollection on the occasions in question. 4. In or about 1991, I met Debra while she was working as a croupier in Adelaide Casino, Debra was engaged to be married at the time. However, we commenced a relationship in or about August 1991. 5. Debra and I commenced cohabitation on 30 April 1993 when Debra relocated to Sydney. 6. In the first week of July 1998, Debra informed me that she was almost six months pregnant and intended to leave me to have the baby. I was strongly of the view that if she was going to bear my child, we should marry. Debra and I then married on 12 August 1998. 7. Debra and I first separated in January 2004 when she left the former matrimonial home at 23 Birdwood Street, Sylvania, NSW with Naomi, at a time when I was in Melbourne. 8. Debra and I then reconciled later in 2004 [what month exactly?*I don’t know*] before finally separating in May 2013 when I moved out of the former matrimonial home at 21 Ilma Avenue, Kangaroo Point, NSW 9. There is one child of the marriage, namely Naomi June Benson **(“Naomi”)** born 1 October 1998, aged 23 years. 10. I also have two daughters from a previous marriage, namely Cherie Yvette Benson, 29 January 1987 aged 34 and Corinne Elizabeth Benson born 28 December 1989 aged 32 years.   **Initial Contributions**   1. At the commencement of our relationship, I had the following assets, liabilities, and financial resources:  |  |  | | --- | --- | | **Asset** | **Value ($)** | | Collectible Australian bank notes | E $50,000 (market value)  (E $32,000 (face value)) | | 14 Delia Parade, Engadine (50% share with ex-wife) | E $250,000 | | Partnership capital in Grant Thornton Chartered Accountants | E $300,000 | | VN HSV Group A Holden Commodore | E $64,000 | | Tiki Village Timeshare unit on the Gold Coast | E $8,000 | | Shares | NK | | Bank accounts | E $300,000 | | MLC Life superannuation | E $64,000 | | Legal & General Life superannuation | E $4,000 | | N.U.L.I.S. Nominees (Australia) Pty Ltd superannuation | E $2,000 | | **Total:** | **E $1,042,000** |  1. At the commencement of our relationship, Debra had the following assets, liabilities, and financial resources:  |  |  | | --- | --- | | **Asset** | **Value ($)** | | Parkside property | E $30,000 | | Motor vehicle | $ Nominal | | Superannuation | E $10,000 | | **Total:** | **E $40,000** |   **Contributions during the relationship**   1. From as early as 1982 through to 2001, I provided freelance computer programming services to various companies which generated additional income ranging from $2,000 to $25,000 per year. 2. In 1992, Debra and I purchased a two-bedroom duplex located at 2/12 Belinda Street, Evandale in Adelaide **(“Adelaide property”)**. The property was purchased for $132,000 and Debra lived there alone until she relocated to Sydney on 30 April 1993. Debra contributed $30,000 towards the purchase, being the proceeds from the sale of a previous property she had sold, and I contributed the balance of $102,000 from my own savings of which $36,000 was a loan to Debra on a commercial basis. I do not hold any paperwork in relation to the purchase of the Adelaide property as it has been some years. 3. The Adelaide property was rented for $300 per week from 16 July 1993 until 7 March 1996 and was sold on 23 May 1996 for $130,500. Debra received her equity which at that time amounted to approximately $52,000. I retained the balance of the proceeds from the sale. 4. I retired from public practice as a Chartered Accountant and from the Grant Thornton partnership on 3 June 1995 and my capital in that partnership, amounting to $300,000, was paid to me in 30 equal monthly instalments of $10,000 each. 5. Upon my departure from Grant Thornton on 3 June 1995, no further contributions were made by myself or any other person/company to any superannuation fund. 6. When Debra arrived in Sydney on 30 April 1993, she received no employment income and was solely supported by me until 1 August 1993. Debra received unemployment benefits from Centrelink between 2 August 1993 and 14 February 1994 amounting to $4,101.08. On 14 February 1994, Debra obtained employment as a receptionist with 3rd Floor Wentworth Chambers earning $490 per week. 7. In April 1995, I headed a small syndicate to buy and race a standardbred trotter. I purchased a mare named Kims Fantasy on behalf of the syndicate and we raced it, predominantly in Victoria, from 18 April 1995 to 12 February 2000. All syndicate members including myself were considered hobbyists and only participated in harness racing for the enjoyment of the sport. The venture was not a profitable one but was an interest and brought us some pleasure. 8. Some of the syndicate members sold out and after the retirement from racing of this mare, the remaining syndicate members bred six further standardbred foals from her, each of which we raced, with mixed success. The first of those was a mare named Pocket Fantasy that I retained a 50 percent interest in with another syndicate member, Mr Steven Hegyi. We raced this mare from 2004 to 2006 and then sent her to stud where she has produced twelve foals. Of those twelve foals:    1. six have raced and have either been sold or are now deceased.    2. a mare, Garston Girl, raced and has been retired to the stud.    3. a five-year-old gelding, Dublin Chubb, is still racing.    4. a three-year-old gelding, Plymouth Chubb, raced in 2021 but is now retired from racing and his future is uncertain.    5. a two-year-old gelding, Blitzthemchubb, which is unraced.    6. a yearling and a weanling, which are both developing at the stud. 9. The mare, Garston Girl has produced three foals:    1. a three-year-old gelding, Mangana Joe, is still racing.    2. a yearling and a weanling, which are both developing at the stud. 10. The cost involved in agistment, breeding, training, and racing standardbred trotters is not insignificant and it is difficult to make any money in the industry as an owner. For the seventeen-year period from 1 July 2004 through to 30 June 2021, my partner Steven Hegyi and I in this hobbyist venture, shared in a loss of more than $132,000. From 1 July 2021 to date, we have recouped most of those losses, primarily through the success of our gelding, Plymouth Chubb. 11. Plymouth Chubb dominated his two-year-old season winning 14 from 15 starts but unfortunately fractured his off-side hind long pastern bone during trackwork on 3 January 2022. He had four screws inserted into this bone in an attempt to hold it together, but his future racing career is now very doubtful and because he is a gelding, he has zero stud value. 12. All the standardbred horses, in which I own a share, are trotters, not pacers or thoroughbreds. The prize money in trotting races is half of what it is in pacing races and approximately 12 to 18 percent of what it is in thoroughbred races. I estimate that the net present value of my share of the future expected cash flows of all 10 standardbred trotters to be approximately zero or a small loss. 13. In or about July 1996 I purchased, solely in my name using only my funds, a one-bedroom unit known as EG5/199 Pyrmont Street, Pyrmont for $129,000. I do not hold any paperwork in relation to the purchase of the property at EG5/199 Pyrmont Street, Pyrmont as it has been some years, other than a letter from Stanton Hillier Parker addressed to me wherein they forwarded to me my half share of interest on the deposit paid. I rented this property for $260 per week and sold the unit for $203,000 in May 1998. 14. In July 1996, Debra and I jointly purchased a three-bedroom penthouse known as PH1/199 Pyrmont Street, Pyrmont **(“Pyrmont property”)** for $391,000. I contributed $51,000 and Debra contributed $40,000 towards the purchase and the balance was financed by a first mortgage from Westpac Banking Corporation for approximately $300,000. I do not hold any paperwork in relation to the purchase of the Pyrmont property as it has been some years, other than a letter from Stanton Hillier Parker addressed to both Debra and me wherein they forwarded to us our half share of interest on the deposit paid. 15. The Pyrmont property was rented from 30 November 1996 for $2,040 per month. In or about late 1998 or early 1999, the Pyrmont property was disposed of by Westpac Banking Corporation as the bank foreclosed on the property. We sustained a substantial loss on the Pyrmont property from the original purchase price. I do not hold any paperwork in relation to the purchase of the Pyrmont property as it has been some years, other than a letter from Stanton Hillier Parker addressed to both Debra and me wherein they forwarded to us our half share of interest on the deposit paid.. 16. On 30 September 1996, Debra obtained a role as a receptionist with NSW Treasury Corporation earning $600 per week but left that job in June 1997 and did not re-enter the workforce. She has not been employed since that time. 17. On 2 September 2000. Debra and I purchased for $510,000 a two-bedroom home at 224 Connell’s Point Road, Connells Point **(“Connells Point property”)**. I recall that I provided more than 90 percent of the funds for this purchase and Debra provided the remainder. We resided in the Connells Point property until it was sold in early 2002 for $642,000.I do not hold any paperwork in relation to the purchase of the Connells Point property as it has been some years. 18. On 5 April 2002, Debra and I purchased a four-bedroom home at 23 Birdwood Street, Sylvania **(“Sylvania property”)** for $950,000. This property was funded from the proceeds of the sale of the Connells Point property together with funds acquired from my gambling wins amounting to approximately $308,000. Most of these gambling wins were derived by me from the NSW TAB’s Pick-the-margins product during the 2001 NRL (National Rugby League) season. I do not hold any paperwork in relation to the purchase of the Sylvania property as it has been some years. 19. Soon after acquiring the Sylvania property, Debra’s parents relocated from Auckland, New Zealand and Debra and I had them live with us in the Sylvania property for a period of six to eight months until such time as they could find alternative accommodation. 20. Debra and I separated in January 2004, when she left the Sylvania property with Naomi, at a time when I was in Melbourne. She rented a property at 7/33-35 Port Hacking Road, Sylvania and commenced legal proceedings against me in the Family Court of Australia. 21. When we separated in January 2004, Debra took cash of $8,500 with her together with my Australian banknote collection which had a face value of $32,000 and a market value of $50,000. These banknotes had great sentimental value to me as the collection commenced with a present from my parents on my 21st birthday of some very rare Australian banknotes. Debra also took two televisions, two VCR’s, a DVD player, a refrigerator, a microwave oven, two video cameras, a computer and computer software, tables, chairs, lounges, filing cabinets, a ladder, two shoe cabinets a dishwasher, a motor vehicle, large quantities of wine and other alcohol, all of our cutlery and crockery, two beds and mattresses, towels, linen, toiletry items, a toaster, jug, other kitchen appliances and utensils, a large glass and timber ornamental display case, a large collection of casino chips, a large collection of miniatures, New Zealand cash amounting to NZ$1035 and the title deeds to the Sylvania property. Upon my return to Sydney, I had to purchase replacement furniture and electrical appliances. 22. Later in 2004, Debra and I reconciled and in the best interests of Naomi, we resumed cohabitation in the Sylvania property. Most of the items removed by Debra including my Australian banknote collection were returned. However, the $8,500 in cash that Debra took was never returned. 23. On 25 October 2008, Debra and I purchased a property at 21 Ilma Avenue, Kangaroo Point **(“Kangaroo Point property”)** for $3.700,000. The Kangaroo Point property settled on 2 December 2008. However, Debra and I had not sold the Sylvania property at this time. Stamp duty was $299,000 and with legal and other expenses, we had to fund just over $4,000,000 so we obtained finance from the Commonwealth Bank of Australia for $2,850,100 (as per CBA statement 1 attached) which, together with approximately $1.700,000 that I had accumulated from further gambling wins, made us able to complete the Kangaroo Point property purchase. Of the $2,850,100, it was agreed with the Commonwealth Bank of Australia that when the Sylvania property sold, we would bring that balance down to $2,200,000. 24. On 25 February 2009, the Sylvania property was sold for $1,100,000 and settled on 3 April 2009. $650,450 from the settlement of the Sylvania property was paid into the Kangaroo Point property mortgage reducing the balance owing to $2,200,000 (as per CBA statement 3 attached). The balance of the sale proceeds amounting to $427,533.96 was paid into our Commonwealth Bank of Australia MISA offset account 1404 which by this time had a balance of more than $605,000 (as per CBA statement 3 attached). I do not hold any paperwork in relation to the sale as it has been some years. 25. From 2009 to 2015, we spent approximately $1,000,000 on the property undertaking renovations including building a large cabin, renovating the underneath of the pool area as we had a raised pool and landscaping. I had a particularly good year from gambling in 2009 winning more than $1,600,000, predominantly from multi-leg exotic horse racing bets. I used this money to fund the Kangaroo Point property renovations. **[Gary to confirm that this is correct.]Not correct, refer paragraph 41 where these renovation were undertaken.** 26. In February 2010, I purchased a Ferrari California for $490,000 which was sold in 2020 for $162,500. 27. On 6 August 2010, I settled on the purchase of a three-bedroom condominium at 200 W Sahara Avenue #3508 Las Vegas, Nevada, United States of America **(“Las Vegas condo”)** for USD$350,000 the equivalent of AUD$381,929 at that time based on the attached historic RBA exchange rate of .9164. On 7 December 2021, the Las Vegas condo was professionally valued at USD$480,000 (valuation in Family Property). After agents’ commission of 6 percent and other related selling costs, the net realisable value of this property is approximately AUD$624,000 based on the current exchange rate of.7230. **[Gary to provide paperwork – valuation already in Family Property.]** 28. Debra and I both agreed in a Facebook Messenger conversation dated 2 February 2020 that I would retain the Las Vegas condo on payment to Debra of the sum of AUD$320,000. **[Gary to provide Facebook Messenger conversation.Attached]** Debra’s former legal representative, Mr Rory John Sidey of Johnsons Law Group, confirmed in his letter to me dated 28 August 2020 that Debra agreed that I should pay her AUD$320,000 for her share of the Las Vegas condo. **[Gary to provide letter from Johnsons Law Group.Attached]**   **Post-separation contributions**   1. In December 2013, I collected USD$702,685 from an outlay of USD$10,300 in the World Poker Tour Five Diamond World Poker Classic poker tournament held in Las Vegas. This was a profit of approximately AUD$1,000,000 and I used this money over the next few years on renovations to the Kangaroo Point property. **[Gary to provide paperwork.]The official results of this tournament, as depicted in the attached printout from the Hendon Mob web site, show that my collect was USD$672685, however when there were three players remaining in the tournament and the chip stacks were reasonably equal a deal was done where the winner would pay the second place finisher an additional $USD$30,000 and the third place finisher an additional $70,000.** 2. In August 2014, I moved back into the former matrimonial home so I could be closer to my daughter. However, Debra and I maintained separate bedrooms. 3. In early 2014 at Debra’s prior invitation, her brother Craig, his wife and their two sons sold their home in Edmonton, Canada and relocated to Sydney and moved into the Kangaroo Point property. Even though I paid all expenses for this property, I was not consulted in this matter and had no say in the decision-making process. 4. Debra had promised Craig and his family that she would buy them a house that they could live in rent-free for five years while they established themselves in Sydney, giving them an opportunity to save enough money for a deposit on their own house. Debra could only do this using our joint resources and I felt compelled to comply as her brother and his family had uprooted their lives based on Debra’s promises. 5. Craig and his family lived in the Kangaroo Point property for almost eighteen months, rent-free. They were regularly viewing properties that Debra and I might buy for them to live in. On 23 May 2015, Debra and I bought a three-bedroom house at 5 Bradman Road, Menai at auction for $1,008,000 (front page of contract attached). Settlement occurred on 14 July 2015 and Craig and his family moved into this property the following day. They continued to live there rent-free until we sold the property on 5 August 2019 for $980,000 (settlement adjustment sheet attached). **[Gary to provide paperwork.]** 6. My father died on 23 August 2004 and left his entire estate to my mother. My mother died on 6 March 2012 and, aside from some personal items bequeathed to her grandchildren, left her estate to be shared equally between my sister and myself. No distribution of income or corpus was made from her estate before 30 June 2015. After this date, my sister and I received our inheritance to the value of $680,000 each (refer to documents attached to Family Property). **[Gary to provide copy of inheritance documents.]** 7. In the period leading up to late 2019, Debra travelled extensively at my expense with trips to China, South Africa, Egypt, Europe, Dubai, Thailand, numerous trips to New Zealand, various luxury cruises and a trip to the Royal Ascot race meeting in England. Debra also spent excessively on designer handbags, clothes, and expensive factice’s that she was collecting. 8. On 9 December 2019, Debra had been in New Zealand for an extended period when I received a Facebook Messenger message from her telling me that she had sent me an invoice for a Tesla and asking me to pay it. **[Gary to provide Facebook Messenger conversation.(Attached)]** I checked my emails and there was an invoice for a brand-new Tesla Model S Performance vehicle costing $190,289. This cost was later revised to be $191,304. **[Gary to provide email. (email and invoice attached)]** 9. In January 2020, Debra travelled to Las Vegas, Nevada. On 8 January 2020, she removed the safe and its contents from our condo. **[How do we know this?]It was confirmed in Rory Sidey’s letter of 26 August 2020, attached, that the amount in the safe at that time was USD$77,000. Debra verbally confirmed to me in early September 2020 that she had opened the safe while she was in Las Vegas and that she felt sick when the amounts inside tallied with what I had told her beforehand. In the schedule I subsequently prepared and forwarded to Rory Sidey in my email of 21 September 2020 (both of which are attached) to calculate the appropriate adjustment between the parties for the various foreign currency transactions and balances, I used the amount of USD$77,000 as the amount taken by Debra from the Las Vegas safe and this was accepted without query by Debra or her legal representative.** 10. The only assets and liabilities from the Balance sheet prepared on 16 December 2019 that have not been properly split between Debra and I are the Las Vegas condo and the realisation of some assets and liabilities that are being held in trust by me pending the outcome of a legal dispute over the Domestic Waterfront Licence **(“DWL”)** held in connection with the Kangaroo Point property. 11. The amount being claimed by the NSW Department of Planning, Industry and Environment is more than $140,000. However, legal counsel provided Debra and I with a written opinion advising that we have reasonable prospects of success in pursuing this matter. 12. As a result of the dispute over the DWL, no amounts were paid to the NSW Department of Planning, Industry and Environment for fees in respect of our period of ownership of the Kangaroo Point property. However, Debra and I agreed in a clause in the contract of sale that if the purchasers of the property are forced to pay any licence fees in respect of our period of ownership of the property, then we will indemnify them for those amounts paid. **[Does Gary have any paperwork about this? (Refer to Special Clause 19.2 in the attached Contract for the sale of 21 Ilma Avenue Kngaroo Point NSW]** 13. On 8 June 2021, Debra provided me with a signed irrevocable undertaking wherein she agreed that the net proceeds from the sale of the Kangaroo Point property would be distributed equally between her and me. **[Does Gary have the authority? (attached)]** In that same undertaking, Debra agreed to return the key to our post office box at Sylvania Southgate before 17 June 2021 but this did not happen and despite my persistent enquiries of her and Avondale Lawyers, I am yet to receive an explanation or know of the whereabouts of this key.   **Non-financial contributions**   1. Throughout the marriage, I did minor maintenance to the houses that we lived in such as landscaping, gardening and minor repairs.   **Contributions as homemaker and parent**   1. During Debra’s pregnancy with Naomi, I regularly took Debra to medical appointments and hospital visitations, I supported Debra in whichever way I could by assisting with the household chores including the vacuuming, washing the clothes, hanging them out to dry, preparing meals and doing the ironing. I was present at Naomi’s birth. Upon Debra’s and Naomi’s return from the hospital, I continued to care for them both. 2. When Naomi was born, I did not work and I was able to devote my time to my family. I was at home throughout Naomi’s lifetime and care of Naomi was shared between Debra and me. If Naomi awoke during the evenings, I attended and consoled her until she went back to sleep. When Naomi commenced school, I volunteered for canteen duty which I did once per fortnight. I also volunteered to become a parent helper in Naomi’s classroom once per week. I would take Naomi out most days when she was not at school. I exclusively took Naomi to her tennis lessons every week, and to her swimming lessons, tai kwon do lessons, performing arts lessons, trampoline lessons, basketball training and basketball games with both her school and local club. When Naomi was younger, I would regularly take her swimming in our backyard pool. I regularly took her for rides on her push-bike, supervised her on her trampoline and participated in other activities that were designed to improve her motor skills. In respect of Naomi’s mental development, I would tutor her in mathematics to a high level and regularly assisted her in other subjects and with many school assignments. 3. I nurtured Naomi’s passion for equestrian activities from a very young age and was responsible for taking her to horse riding lessons throughout her life. I leased a horse for her to ride and care for until such time as I could arrange for her to have a horse of her own which was a standardbred horse that I obtained through my connections in Victoria. When Naomi had progressed as far as she could with this horse, I purchased a thoroughbred horse for her, followed by two warmblood yearlings and then a pinto warmblood which are all top-class equestrian horses. In 2019, I purchased for Naomi a new three horse angle load horse float and a new Ford Ranger to tow it. I also attended every equestrian event that Naomi participated in. 4. During the marriage, Debra, Naomi and I would regularly eat out or would eat takeaway food as Debra had no interest in cooking. We would also contract for a professional cleaner to come in and thoroughly clean our houses once or twice a week.   **Future needs**   1. I am 64 years of age and have suffered from bouts of atrial fibrillation which required a cardioversion procedure to be undertaken. I also suffer from hypertension, hign cholestrol and regular bouts of gout which are debilitating. To combat my health issues, I take medication daily and am also a candidate for a pacemaker. 2. Debra is aged 62 years of age and to the best of my knowledge, her health is good. 3. I am unemployed and Debra is employed as a cleaner.   **Current circumstances**   1. I am currently based in Australia and am renting a residence at [insert address]leichhardt (Note that I do not want my residential address disclosed in fear of possible reprisals from Debra). I pay $900 rent per week to Belle Property. 2. On [insert date]3 February 2021, put and call options were entered into for the sale of the Kangaroo Point property for $6,000,000. Settlement for the Kangaroo Point property occurred on [insert date]10 June 2021. Attached is the settlement adjustment sheet for settlement of that property. After the preparation of the settlement adjustment sheet and before settlement, the payment directions were revised to be as per the attached “Revised payment directions” document. At settlement I received $1,345,133.37 which was deposited to my CBA savings account 10127500 and then transferred to my Netbank Saver account 10248839 on 10 June 2021. (Refer to Family Property for statements of both accounts). 3. As part of the settlement Debra and I jointly provided vendor finance to the purchaser, Connie Lay-Ming Mirzikinian, in the sum of $3,000,000 as per the attached loan agreement amended by the attached acknowledgement in respect of which bank accounts the interest would be paid into.)   At settlement, the proceeds of sale were divided as follows: $1,502,94.75 to me and $1,421,131.68 to Debra. **[Gary to provide PEXA statement.(attached)]** Debra received less of the settlement as she agreed for the mortgagor to keep some money in respect of licence fees referred to in paragraphs 50 to 52 above. I did not agree to this from my share of the settlement proceeds.   1. My share of the proceeds from the discharge of the mortgage was deposited in Macquarie Bank account ending in 4933. **[Gary to provide statement.(Refer Family Property)]** 2. Between 27 December 2021 and 5 January 2022 I transferred a total of $245,000 into my Rabo Bank account ending in 7727 from the following accounts: **[Gary to provide statement. (Provided in Family Property)]** 27 December 2021$10 from CBA account ending in 7500, 4 January 2022 $100,000 from Macquarie Bank account ending in 4933, 5 January 2022 $100,000 from Macquarie Bank account ending in 4933, $30,000 from CBA account ending in 7500, $5000 from IMB account ending in 6061 and $4990 from CBA account ending in 7500, 6 January 2022 $5000 from IMB account ending in 6061. The reason why I transferred this sum to the Rabo Bank account was because it had a high interest rate. 3. Between 27 December 2021 and 7 January 2022, I transferred a total of $245,000 into my AMP Bank account ending in 2033 from the following bank accounts: **[Gary to provide statement.(Provided in Family Property)]** 27 December 2021 $100,000 from Macquarie Bank account ending in 4933, 4 January 2022 $5,000 from IMB account ending in 6061, 6 January 2022 $100,000 from Macquarie Bank account ending in 4933, 7 January 2022 $35,000 from Macquarie Bank account ending in 4933 and $5,000 from IMB account ending in 6061. This was due to this account having a high interest rate. 4. Between 11 January 2022 and 13 January 2022 I transfered $245,000 from my Macquarie Bank account ending in 4933 into my Virgin Money account ending in 2408. **[Gary to provide statement(Provided in Family Property)]** The reason why I transferred this sum to the Virgin Money account was because it had a high interest rate. 5. Between 26 November 2021 and 2 December 2021 I transferred a total of $700,000 from Macquarie Bank account ending in 4933 to my CBA account ending in 7500. On 2 December 2021 I transferred $800,000 from my CBA account ending in 7500 to Clever Investment Group Pty Limited, at the direction of the borrower, David Saab, as per the attached loan agreement, because there was a high interest rate. I am not a shareholder of Clever Investment Group Pty Limited. The loan is repayable within 12 months. The borrower has an option to extend the loan for a further period of 12 months. **[Gary to provide Deed for arrangement.(Deed of loan attached)]** |

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| Part E | **Signature** |

I swear\* /affirm\* the contents of this affidavit are true

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| --- |
|  |
| Signature of Deponent | |
|  |
| Place       Date    /   / | |
|  |
| Before me (signature of witness) | |
|  |
| Full name of witness (please print) | |
| Justice of the Peace  Notary public  Lawyer | |
|  |

\* delete whichever is inapplicable

This affidavit was prepared / settled by  deponent/s

|  |  |
| --- | --- |
| lawyer |  |
|  |  |
|  | PRINT NAME AND LAWYER’S CODE |

|  |  |
| --- | --- |
| Part F | **Alternative jurat for non-English speaking affidavit** |

Use this alternative jurat for the swearing/affirming of the affidavit and the translator’s certificate.  
See Rule 8.17 of the Family Law Rules or Rule 15.14 of the General Federal Law Rules.

**Interpreter/translator’s certification**

|  |  |  |
| --- | --- | --- |
| I |  | certify that I understand the English language and the |
|  | | |
|  | | language, and that I have truly interpreted to the |
|  | | |
| deponent (named in Part C) the contents of this affidavit and the oath or affirmation which was administered. | | |

|  |  |  |
| --- | --- | --- |
| Signature of interpreter |  | Date    /   / |

Sworn\*/affirmed\* by the deponent through the interpretation of:

|  |  |
| --- | --- |
| Interpreter’s full name |  |
|  | |
| Address |  |
|  | |
| Language | |
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| Signature of Deponent | |  |  | | |
|  |  | | |  |
| Place | |  | Date    /   / | | |
|  |  | | |  |
| Before me (signature of witness) | |  | Full name of witness (please print) | | |
| Justice of the Peace  Notary public  Lawyer | |  |  | | |
|  |  | | |  |

\* delete whichever is inapplicable

This affidavit was prepared / settled by  deponent/s

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| --- | --- |
| lawyer |  |
|  |  |
|  | PRINT NAME AND LAWYER’S CODE |

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