**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: | | | | **COURT USE ONLY** |
| Client ID  File number  Filed at  Filed on  Court location  Court date |
| Name of person swearing/affirming this affidavit (SEE PART C)    Date of swearing/affirming      /     / | | | | |
| Part A | **About the parties** | | | |
| **APPLICANT 1**  Family name (as used now)/Title/Organisation | | | **RESPONDENT 1**  Family name (as used now)/Title/Organisation | |
|  | |  |  | |
| Given names (as required) | | | Given names (as required) | |
|  | |  |  | |
| **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. | | | | |
|  | | | | |
| State       Postcode | | | | |
| Phone | | | | |
| Lawyer’s code | | | | |
| Email | | | | |
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| Part B | **About the independent children’s lawyer (if appointed)** | |
| Independent children’s lawyer family name | | Given names |
|  | |  |
| Firm name | |  |
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| --- | --- |
| Part C | **About you (the deponent)** |

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| --- | --- | --- | --- |
| Family name (as used now)/Title/Organisation | Given names | | |
|  |  | | |
| Gender | Usual occupation (if applicable) | | |
| Male  Female  X |  | | |
| 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. | | | |
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|  | | State | Postcode |

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| 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 Husband in these proceedings. I was born on 11 July 1957 in Sydney, Australia and I am presently aged 64. 2. The Applicant Wife is Debra June Benson **(“Debra”)**. Debra was born on 13 December 1959 in Auckland, New Zealand and is presently aged 62. 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. 4. In or about 1991, I met Debra while she was working as a croupier in Adelaide Casino. 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. Debra and I married on 12 August 1998. 7. There is one child of the marriage, Naomi June Benson **(“Naomi”)** born 21 October 1998, aged 23 years. 8. I also have two daughters from a previous marriage, Cherie Yvette Benson, 29 January 1987 (aged 35 years) and Corinne Elizabeth Benson born 28 December 1989 (aged 32 years). 9. Debra and I first separated in January 2004 when she left the former matrimonial home in Sylvania with Naomi. We reconciled later in 2004. 10. We separated on a final basis in May 2013 when I moved out of the former matrimonial home located at 21 Ilma Avenue, Kangaroo Point.   **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 $125,000 | | 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 $917,000** |  1. At the commencement of our relationship, Debra had the following assets, liabilities, and financial resources:  |  |  | | --- | --- | | **Asset** | **Value ($)** | | Parkside property | E $30,000 | | Motor vehicle | $ Nominal | | Superannuation | E $10,000 | | **Total:** | **E $40,000** |   **Contributions during the relationship**  *Income*   1. At the commencement of our relationship, I was a partner at Grant Thornton Chartered Accountants. My income at the time was approximately $120,000 per annum. 2. 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. 3. Since my departure from Grant Thornton on 3 June 1995 no further contributions have been made by myself or any other person/company to any superannuation fund on my behalf. 4. In addition to income derived from my practicing as an accountant, from as early as 1982 (before my relationship with Debra) until 2001, I provided paid freelance computer programming services to various companies. This work generated additional income ranging from $2,000 to $25,000 per year. 5. From around 1993 to 1998, I also derived income from various investments including:    1. 2/12 Belinda Street, Evandale SA;    2. EG5 and PH1/199 Pyrmont Street, Pyrmont NSW;    3. Interest from savings; and    4. Dividends from my share portfolio.   *Debra’s income*   1. When I met Debra, she was employed at the Adelaide Casino as a croupier. 2. On or around 30 April 1993, Debra relocated to Sydney. Initially she was not employed, and I supported both of us. Debra received unemployment benefits from Centrelink between 2 August 1993 and 14 February 1994. 3. On or around 14 February 1994, Debra obtained employment as a receptionist with 3rd Floor Wentworth Chambers earning approximately $490 per week. 4. On or around 30 September 1996, Debra obtained a role as a receptionist with NSW Treasury Corporation earning approximately $600 per week but left that job in June 1997. Debra did not return to paid employment during our relationship.   *Gambling*   1. Since about 1970, I have engaged in recreational gambling which I am very successful at, and it has been very profitable. 2. From 1993 to 1998, I travelled approximately four to six times per year to participate in gambling tournaments. On most occasions that I travelled for tournaments, Debra travelled with me and she mostly observed and enjoyed the social activities such as dinners, drinking and outings organised by the casinos. 3. Once Naomi was born in 1998, Debra and I travelled a lot less and I recall going on approximately two or three trips per year between 1999 and 2004. I went alone on these occasions. 4. Between 1993 and 1998, approximately once a week I played poker games at home. Debra assisted during these games. Debra also received tips from the other players totalling between $300 to $500 per night. Debra kept this money for herself and I am not aware how she utilised this money. 5. From the time that Debra and I ceased regular paid employment, we lived off my gambling wins. These winnings were applied towards the various purchases of property, other assets, travel, and day to day expenses. The amounts I won varied greatly from year to year, but Debra and I were able to enjoy a very comfortable lifestyle.   *Property*  *Adelaide property*   1. 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. 2. Debra contributed $30,000 towards the purchase, being the proceeds from the sale of a previous property she had sold. 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. 3. At the time of the purchase Debra insisted that she contribute to the purchase price by way of obtaining a loan from me, so she had “some ownership” of the property. 4. Debra lived in the Adelaide property until she moved to Sydney on 30 April 1993. 5. The Adelaide property was rented out from 16 July 1993 until 7 March 1996. The rent was paid into a joint bank account held with the Commonwealth Bank and was, to the best of my recollection, used to pay rates and any other property expenses. 6. On 23 May 1996 the Adelaide property was sold for $130,500. Debra received her equity which at that time amounted to approximately $32,000. I retained the balance of the proceeds from the sale.   *Standardbred racing syndicate*   1. In April 1995, I headed a small syndicate to buy and race a standardbred trotter. All syndicate members including myself were hobbyists and only participated in harness racing for the enjoyment of the sport. The syndicate purchased a mare which we raced and then bred several foals from. 2. The syndicate had mixed success with the horses that we owned and raced. The venture was not a profitable one but was an interest and brought us some pleasure. Over the years individual members of the syndicate sold out of the syndicate until only two remained. 3. There are significant costs involved in agisting, breeding, training, and racing standardbred trotters and, in my experience, 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. 4. From 1 July 2021 to date, we have recouped most of those losses, primarily through the success of our standardbred gelding, Plymouth Chubb. That gelding was seriously injured during trackwork in January 2022 and his future racing career is very doubtful. 5. 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 owned to be approximately zero or a small negative amount.   *Pyrmont property EG5*   1. In or about July 1996 I purchased a one-bedroom unit known as EG5/199 Pyrmont Street, Pyrmont **(“EG5/199 Property”)** for $129,000. This was purchased solely in my name and using only my funds. I do not hold any paperwork in relation to the purchase of this property as it has been some years. 2. I rented this property for $260 per week and in May 1998 I sold the unit for $203,000. I do not recall how the sale proceeds from the EG5/199 property were used.   *Pyrmont property PH1*   1. In July 1996, Debra and I jointly purchased a three-bedroom penthouse known as PH1/199 Pyrmont Street, Pyrmont **(“PH1 Pyrmont property”)** for $391,000. I contributed $51,000 and Debra contributed $40,000 towards the purchase and the balance was financed by a mortgage from Westpac for approximately $300,000. 2. For a short period after Debra began working on 30 September 1996, Debra made some contributions towards the mortgage repayments. I do not hold any paperwork in relation to the purchase of the PH1 Pyrmont property. 3. The PH1 Pyrmont property was only ever utilised as an investment, the rent received was paid into a joint bank account and the loan repayments were made from that account, however, on some occasions I would pay the mortgage from my savings. 4. The PH1 Pyrmont property was rented from 30 November 1996 for $2,040 per month. In or about late 1998 or early 1999, Westpac took possession of the property and it was sold. We sustained a substantial loss on the PH1 Pyrmont property.   *Connell’s Point property*   1. 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. 2. We resided in the Connells Point property as our principal place of residence until it was sold in early 2002 for $642,000. 3. The sale proceeds received from the Connells Point property were utilised to purchase the property at 23 Birdwood Street, Sylvania.I do not hold any paperwork in relation to the purchase or sale of the Connells Point property as it has been some years. 4. Whilst we lived at this property, I continued to make all financial payments for Debra and myself including groceries, living expenses, property expenses, holidays etc.   *Sylvania property*   1. On 5 April 2002, Debra and I purchased a four-bedroom home at 23 Birdwood Street, Sylvania **(“Sylvania property”)** for $950,000, using the proceeds of the sale of the Connells Point property. In addition, I contributed approximately $308,000 acquired from my gambling wins. 2. 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. 3. In January 2004 Debra and I separated, when Debra 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 in relation to parenting and property settlement. As Debra and I reconciled later in 2004, these proceedings were then discontinued. We subsequently resumed cohabitation in the Birdwood Street, Sylvania property.   *Kangaroo Point property*   1. 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. Stamp duty was $299,000 and with legal and other expenses, the total cost was just over $4,000,000. 2. The Sylvania property had not yet been sold at this time. 3. We obtained finance from the Commonwealth Bank for $2,850,100. I contributed approximately $1,700,000 that I had accumulated from further gambling wins, allowing us to complete the Kangaroo Point property purchase. 4. On 25 February 2009, the Sylvania property was sold for $1,100,000 and settled on 3 April 2009. The sum of $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. The balance of the sale proceeds amounting to $427,533.96 was paid into our Commonwealth Bank of Australia MISA offset account ending in 1404 which by this time had a balance of more than $605,000. I have been able to verify these figures by reviewing our bank statements from this period.   *Las Vegas Condo*   1. 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 historic RBA exchange rate of .9164). There was no mortgage taken out on this property. **Annexed hereto and marked with the letter X is a copy of the RBA rates.** 2. The Las Vegas condo was purchased in my sole name from cash in an account held with the Bank of America which was closed on 23 September 2010. I used this account to house my USD funds derived from online poker. During the relationship, I managed the funds and accounts relating to my gambling activities as well as managing the family’s finances generally. I did not tell Debra that I had purchased the Las Vegas condo until in or aroundSeptember 2010. I purchased the property at a time when we were not talking much, and our relationship was breaking down. 3. On 7 December 2021, the Las Vegas condo was professionally valued at USD$480,000. **Annexed hereto and marked with the letter XX is a copy of this valuation (in Family Property).**   *Court matters in other jurisdictions*   1. I refer to various legal disputes in this Affidavit and below is a brief description of each legal dispute.   *Bloomingville Hong Kong Limited v CRB Investment Holdings Pty Ltd & Ors*   1. I was involved in a matter with Mr David Steicke wherein we initiated proceedings against Bloomingville for money lent. David Steicke and I sued Bloomingville, it’s directors and the estate of a deceased third-party guarantor for €600,000. We settled the proceedings at mediation on 10 August 2021 in the amount of AUD$958,000. Most of these funds were returned to David Steicke as he had provided the initial loan and I received $50,000 which was deposited to my Commonwealth Bank account ending in 7500 on 10 September 2021. I recall that the parties paid their own costs for these proceedings.   *Full Tilt Poker matter*   1. This matter involved an on-line poker company that robbed me of USD$285,000. I appealed this matter to the Supreme Court of NSW where I was successful, and the poker company paid me USD$385,000 including interest. This matter was on foot during the marriage in or around 2017. 2. The matter was finalised in 2017 however the issue of costs was still outstanding as costs were being assessed. On 6 May 2020, I received $154,233.15 for recovery of costs however I had to pay for further legal expenses from this amount.   *Domestic Waterfront License (DWL) legal dispute*   1. The DWL legal dispute is over an amount that NSW Department of Planning, Industry and Environment (“DPIE”) allege we owed for rent of Crown Lands during the period of our ownership of the Kangaroo Point property. Unpaid invoices currently total approximately $140,000 to $150,000 including interest. 2. The unpaid invoices are relevant to the Kangaroo Point property which were sent to me during the 13-year period of living in the Kangaroo Point property. 3. Once we sold the Kangaroo Point property, that debt transferred to the purchasers however we may be required to indemnify them for those amounts in accordance with Special Clause 19.2 of the Contract of Sale which is **annexed and marked with the letter “J”.** 4. I have set aside funds in the amount of $176,000 to deal with the DPIE and/or the current owner of the property, in this matter.   **Non-financial contributions**   1. Throughout the marriage, I did maintenance to the houses that we lived in such as landscaping, gardening, and minor repairs. 2. Debra and I also did the following major improvements to the Kangaroo Point property:    1. Rebuilding the entire swimming pool, deck and leisure area underneath    2. Demolishing and rebuilding the cabin in the backyard which now resembles a luxurious granny flat;    3. Undertaking major landscaping; and    4. Resurfacing the driveway. 3. I paid over $1,000,000 in respect of these improvements from my gambling winnings. These monies were largely derived from my poker wins in December 2013 at the Five Diamond Poker Classic held in Las Vegas. The balance of these improvement and all our expenses were paid from my gambling wins. 4. As mentioned above in this Affidavit, I was also responsible for managing the household finances including the funds and accounts used for my gambling activities. I was able to use my professional skill and experience as a Chartered Accountant in this task to the benefit of the family.   **Contributions as homemaker and parent**   1. I ceased full time employment in June 1995. Debra ceased full time employment in June 1997. 2. I do not agree with Debra’s claim that she took on primary role as homemaker in our family. 3. Throughout our marriage, neither Debra nor I did much cooking for the family. We regularly ate out or would eat takeaway food. We employed professional cleaners to clean our houses once or twice a week. 4. We otherwise shared in the household responsibilities. 5. 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. 6. 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. 7. 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, taekwondo 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. 8. I was the parent primarily responsible for assisting Naomi with her homework and school assignments. Because I am a mathematician, I tutored Naomi in mathematics during her school years. 9. I nurtured Naomi’s passion for equestrian activities from a very young age and I was responsible for taking her to many horse-riding lessons and all competitions throughout her life. This is an interest that Naomi and I shared. 10. 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. 11. 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. 12. During the marriage, there were periods when members of Debra’s family lived with us for extended periods. Soon after acquiring the Sylvania property, in 2002, Debra’s parents relocated from Auckland, New Zealand and lived with us for a period of six to eight months until they could find alternative accommodation. Debra’s parents did not pay any rent, bills or expenses while they resided with us in the Sylvania property. 13. I spent time with my daughters Cherie and Corinne each alternate weekend from Friday evening to Sunday evening. This arrangement continued until around 2004/2005 once the children turned 17. During these periods, I was primarily responsible for their care. 14. Once Cherie and Corinne turned 17, they would come and visit me in accordance with their wishes.   **Separation**   1. My relationship with Debra had deteriorated for some time and in January 2012, I commenced an intimate relationship with Sarah Beard **(“Sarah”)**. 2. In May 2013, Sarah and I travelled to Las Vegas together and upon our return I moved out of the Kangaroo Point property, finally separating from Debra. Naomi stayed with Debra and she visited me regularly by agreement on most weekends and school holidays. 3. Sarah and I rented a two-bedroom apartment in Dolls Point, Sydney in August 2013. We furnished this apartment together and Naomi chose a bed and other items to go in the second bedroom where she would regularly stay overnight. 4. I continued to pay all property expenses on the Kangaroo Point property including electricity, rates, cleaning, maintenance, and other expenses. I also provided adequate financial support (for instance, groceries, schooling, and all other expenses) for Debra and Naomi while I was living at Dolls Point with Sarah. During this time, I continued to pay for Debra’s credit card in full each month. 5. In August 2014, Sarah moved to Melbourne, and we continued our relationship long distance. Our relationship ended in 2016. 6. In August 2014, I moved back into the Kangaroo Point property so I could be closer to Naomi. At no time did I move with the intention of reconciling my relationship with Debra, and we maintained separate bedrooms. 7. From August 2014 through to December 2019, although Debra and I maintained separate lives while living under the same roof, we kept a united front for events concerning Naomi and her happiness. For example, when Naomi had basketball games, Debra and I would both go together to support Naomi. 8. I also continued to provide financially for Debra and paid for all of her and Naomi’s expenses. Debra charged all of her expenses to her credit card and I paid her credit card in full every month. On occasion I paid from the joint account, sometimes I provided Debra cash and other times I paid it from my personal bank account. 9. 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. All these transactions were generally charged to Debra’s credit card to which I received the monthly bill and paid in full. 10. Debra’s monthly spending continually increased to the point where I felt it was out of control. On many occasions, Debra’s monthly spend on her credit card would exceed $20,000 which I then paid in full. 11. In December 2019 Debra ordered a brand-new Tesla Model S Performance motor vehicle costing $191,304 without discussing it with me. This was the catalyst in us agreeing on 12 December 2019 to split up our marital assets which I explain later in this affidavit.   **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 Classic poker tournament held in Las Vegas. A printout from the Hendon Mob website that shows that my collect from the World Poker Tour Five Diamond Classic tournament was USD$672,685 is **annexed to this Affidavit and marked with the letter “C”.** 2. In addition to that amount, I received a further $USD$30,000 from this tournament. 3. The total winnings from this tournament were approximately AUD$1,000,000. 4. I used this money over the next few years on renovations to the Kangaroo Point property (as mentioned above). 5. In early 2014, at Debra’s prior invitation, Debra’s brother Craig, his wife and their two sons relocated to Sydney and moved into the Kangaroo Point property. I was not consulted in this matter and had no say in the matter. 6. I am aware that Debra had promised Craig she would provide him and his family with rent-free accommodation for five years while they established themselves in Sydney, so they could save enough money for a deposit on their own house. 7. Craig and his family lived in the Kangaroo Point property for almost eighteen months, rent-free. 8. On 23 May 2015, Debra and I bought a three-bedroom house at 5 Bradman Road, Menai **(“Menai property”)** at auction for $1,008,000. I funded the purchase of the property entirely from my gambling wins. I say this because our lives were funded from my gambling wins. 9. Although Debra and I were separated, we agreed to purchase the property in joint names because we used the money from our Commonwealth Bank mortgage offset account which was in our joint names. 10. 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 a few months before we sold the property on 5 August 2019 for $980,000, however they did pay for the rates whilst living there. 11. The sale proceeds from the Menai property were banked into our CBA joint Cash Investment Account ending in 1413.From these proceeds, $941,500 was transferred into our joint CBA Netbank Saver accounted ending in 5257. These funds were used for various expenses and purposes as set out in the following table which I have prepared primarily based on bank records:  |  |  |  | | --- | --- | --- | | **Date** | **Amount** | **Applied towards** | | 7 August 2019 | $16,500 | Debra purchase of NZD | | 7 August 2019 | $2,000 | Joint debt to Steven Hegyi | | 19 August 2019 | $7,800 | Joint CBA Cash Investment account ending in 1413 | | 20 August 2019 | $1,519.13 | Debra’s MasterCard | | 20 to 25 August 2019 | $49,000 | Lottery tickets in a mega jackpot lottery with an expected value of $2.79 per $1.00 | | 28 August 2019 | $3,312.58 | My VISA credit card | | 2 September 2019 | $1,000 | Joint CBA offset account ending in 1404 | | 6 September 2019 | $9,625 | DGT Costs Lawyers in relation to Full Tilt Poker matter **(“FTP matter”)** | | 17 September 2019 | $19,583.49 | Debra’s MasterCard | | 24 September 2019 | $3,200 | Deposit on Tuza horse float for Naomi | | 26 September 2019 | $11,516 | Joint CBA Cash Investment account ending in 1413 | | 1 October 2019 | $7,700 | My VISA credit card | | 7 October 2019 | $5,901.88 | HA Miedzinski legal fees re FTP matter | | 10 October 2019 | $2,131.57 | Supreme Court filing fee re FTP matter | | 19 October 2019 | $19,129.44 | Debra’s MasterCard | | 28 October 2019 | $1,900 | Joint CBA Cash Investment account ending in 1413 | | 28 October 2019 | $62,100 | New Ford Ranger for our daughter, Naomi | | 30 October 2019 | $5,315.13 | My VISA credit card | | 19 November 2019 | $8,837.92 | Debra’s MasterCard | | 19 November 2019 | $29,880 | Balance of Tuza horse float for Naomi | | 19 November 2019 | $2,375 | Jamala Wildlife Zoo for overnight stay for Debra’s birthday | | 1 December 2019 | $3,170.82 | Joint CBA Cash Investment account ending in 1413 | | 12 December 2019 | $186,304 | Balance of Tesla purchase for Debra | | 16 December 2019 | $38,040 | Debra’s MasterCard | | 16 December 2019 | $560 | Joint CBA Cash Investment account ending in 1413 | | 16 December 2019 | $100,000 | Debra’s CBA account | | 17 December 2019 | $4,000 | Debra’s CBA account | | December 2019 to January 2020 | $28,167.45 $2,231 $500 $5,748 $3,367 $301,447.90 | My VISA credit card Alabar Bloodstock Lubo (maintenance man) John Basa (house marketing) Steven Hegyi Retained by me | |  |  |  | | **Total:** | **$943,864.17** |  |  1. 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. 2. No distribution of income or corpus was made from her estate before 30 June 2015. The estate was distributed after we had separated. 3. From 30 June 2015 to 30 June 2019 I received sums of cash and shares from my inheritance to the value of approximately $675,000. I received approximately $300,000 in 2015, $200,000 in 2016, $3,091.41 in 2017, $3,335.60 plus shares in the amount of $7,196.66 in 2018 and in 2019 I received $7,216.49 in cash and $146,970.80 in shares. A copy of my mother’s estate distribution documents are **annexed and marked with the letter “F”.**   *Agreement to divide property*   1. On 9 December 2019, I received a Facebook Messenger message from Debra telling me that she had emailed me an invoice for a Tesla and asking me to pay it. At the time Debra was visiting New Zealand and I was in Australia. 2. The invoice was for a brand-new 2019 Tesla Model S Performance vehicle costing $190,289. This cost was later revised to be $191,304.00. Debra had already paid a $5,000 deposit on her credit card. A copy of my Facebook Messenger conversation with Debra on 9 December 2019 and her subsequent email to me attaching the invoice are **annexed and marked with the letter “G”.** 3. I collected Debra from the airport when she returned to Australia on 12 December 2019. We had a conversation during which I said words to the following effect: *“We really don’t need a fourth car, Debra. I am not prepared to pay for this new Tesla.”* 4. Sometime after we arrived home from the airport on 12 December 2019, Debra attended Sylvania Southgate Commonwealth Bank branch and redrew $185,304 from our home loan account ending in 1404 (this was remitted to the Tesla dealership as payment for the 2019 Tesla vehicle). Debra also redrew a further $513,000 from our home loan account ending in 1404, which she deposited into her own personal CBA account. 5. When I became aware that Debra had redrawn these monies, I had a discussion with Debra with words to the effect of the following:   Gary: “Have you redrawn funds from our home loan account?”  Debra: “Yes”  Gary: “Why have you taken almost $700,000?”  Debra: “I needed to pay for my car, and I want my own money so I took another $513,000 over and above the cost of the car.”  Gary: “But what you have done is to redraw from our home loan so you have effectively borrowed these funds from the bank at current home loan interest rates.”  Debra: “Oh, have I?”  Gary: “Yes. If you want your own money we should divide all our assets and liabilities and you can pay for the Tesla out of your share. But you will need to return what you’ve taken from the home loan account first.”  Debra: “Ok. But I’ve already paid for the Tesla and spent nearly $1000 from the other money I took (the $513,000)”  Gary: “That’s okay. Just return $512,000 to the home loan account and I’ll transfer $186,304 from our Net Bank saver account to the home loan which will bring it back to where it was before today. But the $186,304 will be treated as a distribution to you out of our joint assets. I’ll prepare a balance sheet of all our assets and liabilities including this Tesla purchase which will be allocated to you.”  Debra: “Okay, I’ll transfer $512,000 back now and when can I see the Balance Sheet so we can start dividing the assets.”  Gary: “Give me 3 or 4 days and I’ll get it done.”  Debra subsequently transferred the $512,000 back into our home loan account and I transferred the $186,304 from our Netbank Saver account to our home loan account on that day.   1. To prevent Debra from taking money from the home loan account again I transferred the balance in our offset account to the home loan account leaving both these accounts with a zero balance. In effect, this finalised our home loan, our offset account and our redraw facility on 12 December 2019. 2. On 16 December 2019, I produced the balance sheet to Debra, which I had prepared, and we had a conversation to the effect of the following:   Gary: “I have finalised the Balance Sheet and made a “best guess” at the values of the house, the condo, the cars, and the costs recoverable in the FTP matter and if my estimates prove correct, we will realise just over $4 million each.”  Debra: “Oh good. How much can I have now?”  Gary: “Well, we can split up our cash and bank accounts now and we can work towards realising or dealing with the other assets in the coming months. You will get $304,890 now, which includes the amounts paid for your new Tesla (2019) and I will get the same amount.”  Debra: “Great!”  Gary: “I’ve ignored superannuation in the balance sheet, as contributions made to my fund ceased more than 3 years before we married, and you can just retain the benefit obtained in your super fund for contributions made after we married. Also, I’ll pay Steven Hegyi out for what we owe him.”  Debra: “Okay, that sounds fair. I am happy with that. Give me the cash.”   1. We proceeded to divided up the cash and bank accounts in accordance with the Balance Sheet that I created. I gave Debra AUD$2,775 and NZ$42 in cash. I also transferred that day $100,000 into Debra’s personal bank account and the following day another $4000 from our Netbank saver into her personal bank account. In addition, 4 days earlier Debra had already received the benefit of $191,304 to pay for her 2019 new Tesla vehicle plus some other small amounts she had prepaid for her own personal benefit. 2. On 24 December 2019, I provided Debra with a written agreement of what we had agreed upon. Debra went through each paragraph of the agreement and ticked the paragraphs which she agreed to. Debra subsequently signed the bottom of the agreement. **Annexed and marked with the letter XX is a copy of the Balance Sheet dated 16 December 2019 and the Agreement dated 24 December 2019.** 3. The Balance Sheet attached identifies the assets that I understood we had agreed to divide 50/50 and it also identifies the value of the assets which we agreed to, and to which I understood that Debra accepted. 4. I have relied on Debra’s agreement that was provided on that date. I understand that Debra now says that there was no agreement. This is incorrect. We proceeded to take steps to comply with the agreement, for example selling the Kangaroo Point property.   *Assets at separation*  *Kangaroo Point Property*   1. On 4 February 2021, the property sold for $6,000,000. There was no mortgage on the property. Debra and I received separate bank cheques that day for $150,000 each, being 50% share in the 5% deposit of $300,000. 2. 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. A copy of this irrevocable undertaking is **annexed and marked with the letter “M”.** 3. On 10 June 2021, at settlement, I received $1,345,133.37 which was deposited to my Commonwealth Bank of Australia account ending in 7500 and then I transferred the sum of $1,316,000 to my Commonwealth Bank of Australia Netbank Saver account ending in 8839 on 10 June 2021. Statements identifying these transactions are **annexed and marked with the letter “P”**. 4. On 10 June 2021, Debra received payment of $1,343,811.77, which was half of our $2.7 million share after settlement adjustments and after providing vendor finance. As part of the purchase agreement, Debra and I jointly provided vendor finance to the purchaser, Connie Lay-Ming Mirzikinian, in the sum of $3,000,000 for a term of three years. 5. The mortgagor decided to discharge this mortgage early and a settlement occurred on 23 December 2021 wherein the loan was repaid in full, together with interest for that part of December 2021. The proceeds were divided equally and we each received $1,502,094.75. We both elected to pay legal fees and agent fees from our $1,502,094.75 entitlement. A copy of the PEXA statement is **annexed and marked with the letter “R”.** 6. Accordingly, the sale proceeds of $6,000,000 for Kangaroo Point have been divided equally between Debra and I.   *Las Vegas Condo*   1. On 2 February 2020, Debra and I both agreed in a Facebook Messenger conversation that I would retain the Las Vegas condo on payment to Debra of the sum of AUD$320,000. A copy of my Facebook exchange with Debra is **annexed to this Affidavit and marked with the letter “A**”. 2. 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. The letter that I received from Johnsons Law Group on 28 August 2020 is **annexed to this Affidavit and marked with the letter “B”**. To date this payment has not occurred as we have not been able to reach an overall settlement in this matter.   *2009 Ferrari California vehicle*   1. In February 2010, I purchased a Ferrari California vehicle for $490,000 from cash in my Commonwealth Bank of Australia account ending in 7500. 2. The money from this account was accumulated from wins derived from betting on multi-leg exotics on horse racing with Australian TABs. There was no finance taken out with respect to the Ferrari vehicle. 3. The wholesale market value for this vehicle in 2020 was in the $140,000 to $150,000 range so, despite advertising it continually from December 2019 until it was eventually sold, a sale proved difficult to achieve. Debra became increasingly frustrated with this non-realisation and she said to me words to the effect of, *“If the car is not sold by 30 September 2020, you have to buy me out based on a value of $140,000.”* I understood that Debra agreed to receive half of $140,000. 4. The Ferrari was eventually sold in 2020 for $162,500 with the sale proceeds being deposited into my Commonwealth Bank of Australia account ending in 7500. Approximately $133,300 of these funds were used to pay for joint legal expenses on the Bloomingville matter. The Bloomingville legal matter is now finalised. Another $2,625 was used to pay for legal counsel in another legal dispute, namely the DWL matter. The DWL matter is ongoing and has not yet been resolved.   *2019 Tesla Model S Performance vehicle*   1. This vehicle is referred to at Paragraph 101 of this Affidavit. 2. Debra retained the 2019 Tesla at separation. I have not received any disclosure in relation to this vehicle and it is also not mentioned in her Financial Statement filed on 17 November 2021 nor is there disclosure as to whether this vehicle has been sold.   *Lexus RX450h motor vehicle*   1. On or around 16 December 2019, Debra and I agreed that the value of the Lexus vehicle was $38,000. I understand that Debra’s brother, Craig, came and took the vehicle and I never saw it again. I am not aware whether Debra has sold this vehicle or who is currently in possession of this vehicle. I have not received any proceeds for my share of this vehicle and there was never any agreement between Debra and I that her brother or her would retain this vehicle.   *2018 Tesla Model S P100D vehicle*   1. I purchased this vehicle on 10 September 2018 for $219,925. 2. On 20 February 2020, Debra and I both agreed that this vehicle was worth $119,000 at that time and so I transferred $59,500 into Debra’s CBA bank account on that day for her half share of the vehicle. 3. I currently retain this vehicle and it is registered in my sole name.   *Shares*   1. On various dates in 2020, shares held by G K Investments Pty Limited as trustee of the Benson Family Trust, were sold in the amount of approximately $259,000. From this amount, $78,000 was transferred to my CBA savings bank account on 4 February 2020, and $78,000 was transferred to Debra’s CBA account on 5 February 2020. 2. The remaining funds of approximately $103,000, after payment of various expenses have been retained in our joint funds. These expenses have been detailed and listed in a joint fund’s summary created by me on 5 July 2021. The company bank account with CBA has a current balance of $5.10. **Annexed hereto and marked with the letter X is a copy of a summary of joint funds held by me since 16 December 2019.** [I think this needs to be clear that these are shares sold by the trust??]🡺Done 3. Since separation I have acquired and own the following shares:    1. On 7 December 2020 I purchased 180,000 shares in Noxopharm Limited, a listed public company, through an institutional placement at 54 cents per share for a cost of $97,200.    2. On 21 May 2021 I purchased a further 20,000 shares in Noxopharm Limited at 51 cents per share for a cost of $10,231.61.    3. On 15 April 2021 I purchased 1,250,000 shares in Hunter Energy Limited, an unlisted public company, from Arthur Phillip Nominees Pty Ltd for a cost of $200,000. Hunter Energy Limited later changed its name to Verdant Earth Technologies Limited.    4. In 2019 I received 1981 shares in Commonwealth Bank of Australia, a listed public company, valued at that time at $146,970.80 by way of transmission from my mother’s deceased estate. Since that time a further 181 shares have been allotted to me at a cost of $13890.13 through my participation in the company’s dividend reinvestment plan   *Foreign currencies*   1. On 7 August 2019, I transferred NZD$17,000 (at a cost of AUD$16,500) to Sandy Williams who resides in New Zealand and is a close friend of Debra’s. These funds were transferred at the direction of, and for the benefit of Debra. 2. On 22 December 2019, Debra received USD$9,000 in cash, which at the time would have converted to AUD$13,062.41. 3. On 8 January 2020, Debra took USD$77,000 from the safe in the Las Vegas condo. In the last week of December 2019, Debra travelled to Las Vegas, Nevada. On 8 January 2020, she removed the safe and its contents from the Las Vegas condo. There was USD$77,000 in cash inside the safe. It was confirmed in Debra’s former solicitor, Rory Sidey’s letter of 26 August 2020, that the amount in the safe at the time was USD$77,000. After reading Mr Sidey’s letter, Debra and I had the following conversation:   Gary: “We should deal with the foreign currencies in the next week or so and I will allocate the USD $77,000 that was in the safe in the condo to you.”  Debra: “How did you know that I had taken it?”  Gary: “That doesn’t matter.”   1. I subsequently prepared a foreign currencies schedule and I forwarded this to Rory Sidey in my email of 21 September 2020 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 and Mr Sidey. **Annexed hereto and marked with the letter X is a copy of the foreign currencies schedule I prepared.** 2. The USD$77,000 would have converted to AUD$112,065.20. It was never agreed that Debra would take these funds and she has not accounted to me for them. 3. On 23 April 2020 I transferred another NZD$1000 to Sandy Williams in New Zealand at the direction of, and for the benefit of Debra. This would convert to AUD$942.15. 4. On 7 May 2020, I transferred another NZD$6114.78 to Sandy Williams in New Zealand at the direction of, and for the benefit of Debra. This would convert to AUD$5,727.59.   *Cash and bank accounts etc.*   1. On 16 December 2019, Debra and I divided our cash and bank accounts so that we each retained a total from these sources of $304,892.52. Debra kept cash of AUD$2775, NZD$42 (AUD$40) and the amounts she had spent on her new Tesla and other prepaid expenses of $197,777.52. I kept the following:    1. AUD$125,    2. Star gaming chips worth $2630,    3. my NSW TAB betting account with a balance of $1020.26,    4. my ANZ bank account 907891930 with a balance of $92.60,    5. my St George bank account 419496480 with a balance of $953 and    6. CBA bank accounts: #10073637 - $680; #10127500 - $63; #10078534 - $85.56; and #10136730 - $220.20. 2. On 16 December 2019 the balance of our Netbank saver account ending in #5275 was $480,496. We subsequently withdrew $179,048.10 from this account. The funds of $179,048.10 were used to pay $100,000 to Debra’s personal bank account that day and a further $4,000 was paid into her personal account the following day. They were also used to pay the balance of Debra’s Mastercard credit card amounting to $38,040.86 and $30,398.45 was transferred to my personal account to pay the balance owing on my Visa credit card at that time of $28,167.45 and to pay the amount owing to Alabar Bloodstock of $2,231, when those amounts became due. The remaining $6,608.79 was transferred to our joint bank account ending in #1413 from which payment was made to John Basa of $5,748 for marketing expenses on the proposed sale of 21 Ilma Avenue Kangaroo Point and $500 was paid to our maintenance man, namely Lubo. The other $360.79 was added to the balance of $2,870 already in that account leaving a balance of $3230.79 in the joint bank account ending in #1413 to pay for future joint expenses. 3. The balance remaining in the CBA Netbank saver account ending in #5275, after the transactions described above, was $301,447.90 which was my allocation of this account as per the Balance Sheet prepared by me on this day. I later transferred the $30,398.45 referred to above back into the joint Netbank Saver account ending in 5275 from where I obtained the funds to pay my Visa credit card and Alabar Bloodstock when they became due for payment in January 2020. 4. I deny that I have $150,000 in cash in an office draw located at the matrimonial home.   **Current assets**   1. My current assets are as follows:  |  |  | | --- | --- | | **Asset** | **Value** | | Las Vegas condo | $624,000 | | AMP bank account ending (Account No. 504702033, BSB No. 939-200) | $245,235 | | ANZ account (Account No. 907891930, BSB No. 012-141) | $10 | | Commonwealth Bank of Australia NetBank Saver Account (Account No. 10248839, BSB No. 062-458) | $16,000 | | Commonwealth Bank of Australia Savings Account (Account No. 10127500, BSB No. 062-458) | $2,564 | | IMB Account (Account No. 200886061, BSB No. 641-800) | $409 | | Macquarie Bank Savings Account (Account No. 7074933, BSB No. 182-182) | $1,568,218 | | Rabo Bank (Account no.366907727, BSB No. 142-201) | $245,247 | | St George Incentive Saver Account (Account No. 419496480, BSB No. 112-879) | $1,259 | | Virgin Money Boost Saver Account (Account No. 830202408, BSB No. 122-778) | $245,161 | | Wells Fargo – US Bank Cheque Account ending in 8893 | $4,619 | | Wells Fargo – US Bank Savings Account ending in 0445 | $45,818 | | Commonwealth Bank of Australia shares (2,204 shares at 95.45) | $207,396 | | Noxopharm Shares (200,000 shares at 0.35) | $84,000 | | Verdant Earth Technologies shares (unlisted) | $200,000 | | Loan to David Saab | $800,000 | | TAB account (Account No. 964718) | $1,002 | | Betfair accounts | $92,335 | | Standardbred horses | $0 | | First Choice Superannuation | $161,071 | | Cash on hand | $395 | | **Total** | **$4,544,739** |  1. My share of the proceeds from the Kangaroo Point property have been distributed by me to various of my accounts. I have also utilised these funds to fund investments, including the purchase of shares, as I have considered appropriate for me.   **Current liabilities**   1. My current liabilities are as follows:  |  |  | | --- | --- | | **Liability** | **Value** | | Commonwealth Bank Visa | $16,140 | | NSW Dept of Planning, Industry and Environment | E$72,000 | | Clark County Treasurer | $1,352 | | **Total** | $89,492 |   **Future needs**   1. I am 64 years of age and have suffered from bouts of atrial fibrillation which required a cardioversion procedure which was undertaken in 2020. 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. **Annexed hereto and marked with the letter X is a copy of a recent report from my cardiolgist.** 2. Debra is aged 62 years of age and to the best of my knowledge, her health is good. 3. I am unemployed and I have heard that Debra is employed as a cleaner. I am unaware of the income that Debra draws from her work. 4. I am currently based in Australia and am renting a residence at Leichhardt. I pay $900 rent per week.   I am also aware that Debra is living in a de facto relationship with her boyfriend in New Zealand.  **Debra’s application**   1. I am aware that Debra and I have obligations of disclosure to each other about our financial circumstances. 2. I have read Debra’s court documents filed in these proceedings. 3. I believe Debra has failed to accurately record the property she has or the history in particular in relation to our agreement to divide our assets. 4. Debra claims that I have not fully disclosed matrimonial assets. I believe that Debra has failed to accurately record the property she had in her possession including property she retained at separation and property that has been distributed to her in accordance with the agreement we had in December 2019. Debra’s Financial Statement filed on 17 November 2021 does not identify the investment property she has purchased in New Zealand and I understand my solicitors have not received financial disclosure about this property. Debra does not identify in her Financial Statement the Tesla vehicle purchased in 2019 for $191,304.00. I oppose Debra’s application seeking that I be restrained from dealing with funds from the sale of the proceeds of Kangaroo Point as those funds already have been distributed equally. 5. If an order is made requiring any of those funds to be retained in trust, I say that those funds distributed to Debra should also be included because my ultimate claim exceeds 50% of the property pool. 6. Debra has not made full and frank disclosure since the outset of these proceedings. The only disclosure my lawyers have received was on 2 February 2022 which contained three pages of documents. 7. I was surprised when I became aware that Debra had urgently instituted proceedings as there had been no attempt by Debra to resolve the outstanding issues by some alternate dispute resolution process. 8. There was no basis for Debra’s concern that I would dispose of the funds from the sale of Kangaroo Point. These funds have now been distributed equally between us as we had agreed. 9. I believe the Debra and I should attend some sort of mediation to discuss the remaining issues between us. As I have stated above, these issues are limited as most of our property has been divided in accordance with our previous agreement. |

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| Part E | **Signature** |

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

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| Signature of Deponent | |
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| 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 |