

BETWEEN:

Australian Financial Services and Leasing Pty Limited
(ACN 105 657 681)
Appellant

10 and

Hills Industries Limited
(ACN 007 573 417)
First Respondent

Bosch Security Systems Pty Limited
(ACN 068 450 171)
Second Respondent

20 **APPELLANT'S CHRONOLOGY**

Part I: SOLICITORS' CERTIFICATE

I certify that the Appellant's Chronology is in the form suitable for publication on the internet.



Filed for the Appellant by:
Berry Buddle Wilkins Lawyers
Level 1, 32 Martin Place, Sydney NSW 2000
DX 11 Sydney

Telephone: (02) 9210 9100
Fax: (02) 9223 2011
Ref: SLB:2100198

Part II: CHRONOLOGY

DATE	EVENT	EVIDENCE
2002	Mathew Sofi commences employment at Enterprise Finance Solutions	Para 2 – affidavit of Mathew Sofi 8 June 2010 (MS) Blue AB 1 H-I
24 July 2003	Australian Financial Services and Leasing Pty Limited registered	
11 August 2009	First meeting between Richard Skarzynski and Mathew Sofi	Para 8 Blue AB 3 F-K
13 August 2009	First proposal for the Panasonic plasma screens submitted to the Plaintiff. Mathew Sofi approaches Michael Roth at Macquarie Bank for a line of credit for the proposed deal.	Para 10 Blue AB 3 S-T Para 12 Blue AB 4 C-G
19 August 2009	Macquarie Bank rejects the line of credit.	Paras 13 and 14 Blue AB 4 H-R
21 August 2009	Hills Industries Limited invoice 51070 dated 20 August 2009 in the sum of \$308,000.00 emailed to the Plaintiff	Para 17 Blue AB 5 M-O MS1 page 1 Blue AB 53-54
25 August 2009	Receipt of agreement 2009/08/008 executed by Richard Skarzynski and Anthony Musico on behalf of Total Concept Projects (Australia) Pty Limited. Terms were 48 monthly instalments of \$9,219.10 inclusive of GST. \$308,000.00 transferred from the Plaintiff to Hills Industries Limited by electronic funds transfer (BSB 034-002 account 472496) Payment to Plaintiff of \$9,219.10 in respect of 2009/08/008.	Para 20 Blue AB 6 C-E MS2 – pages 2-10 Blue AB 56 – 64 MS3 – page 11 Blue AB 65-66 Para 25 Blue AB 6 Q-T
26 August 2009	8.45am – email sent to Hills Industries Limited enclosing remittance advice 2903	Para 22 Blue AB 6 I-K MS4 – pages 12-13 Blue AB 68-69
31 August	4.25pm - Email from Marian Mulvihill on behalf	Para 27

2009	of Richard Skarzynski enclosing an invoice from Bosch Security Systems Pty Limited in the sum of \$147,000.00 plus GST.	Blue AB 7 S-V
2 September 2009	<p>9.21am – email from Mathew Sofi to Richard Skarzynski raising an issue with a request for \$180,000.00 and the invoice being only for \$147,000.00.</p> <p>10.51am – email from Marian Mulvihill on behalf of Richard Skarzynski enclosing invoice OP/C051689 in the sum of \$198,000.00 inclusive of GST.</p> <p>1.29pm – agreement 2009/09/03 emailed to Richard Skarzynski. Agreement with Total Concept Projects (Australia) Pty Limited, terms are 48 monthly payments of \$5,929.00 inclusive of GST per month.</p>	<p>Para 28 Blue AB 7W-8F</p> <p>MS5 – page 14 Blue AB 71</p> <p>Para 30 Blue AB 8 M-Q</p> <p>MS6 – pages 15-16 Blue AB 73-74</p> <p>MS7 – pages 17-26 Blue AB 76-85</p>
3 September 2009	\$5,929.00 paid to Plaintiff in respect of agreement 2009/09/03.	Para 39 Blue AB 9T-10J
4 September 2009	<p>Plaintiff receives executed agreement 2009/09/03.</p> <p>Payment of \$198,000.00 made to Bosch Security Systems Pty Limited (BSB 242-000 account 2055 26005).</p>	<p>Para 34 Blue AB 9 E-G</p> <p>Para 35 Blue AB 9 H-K</p> <p>MS8 page 27 Blue AB 87</p>
25 September 2009	\$9,219.10 paid to Plaintiff in respect of agreement 2009/08/008	Para 25 Blue AB 6Q-7J
3 October 2009	\$5,929.00 paid to Plaintiff in respect of agreement 2009/09/03	Para 39 Blue AB 9T-10J
6 October 2009	<p>3.07pm – email from Marian Mulvihill on behalf of Richard Skarzynski enclosing Ironmark Engineering Pty Limited ('Ironmark') Invoice 088898 dated 14 September 2009 in the sum of \$192,445.00</p> <p>3.20pm – email from Marian Mulvihill on behalf of Richard Skarzynski enclosing Ironmark Invoice 088898 dated 14 September 2009 in the sum of \$192,445.00</p>	<p>Para 43 Blue AB 11 G-J</p> <p>MS 11 – pages 34-35 Blue AB 97-98</p> <p>Para 44 Blue AB 11 J-N</p> <p>MS12 – pages 36-37 Blue AB 100-101</p>
7 October 2009	2.19pm – rental agreement 05102009/15 emailed to Richard Skarzynski. The agreement	Para 45 Blue AB 11 O-R

	was with Total Concept Projects (Australia) Pty Limited ('TCProjects'), the terms were 36 monthly payments of \$7,502.00 inclusive of GST commencing on 9 October 2009.	
8 October 2009	<p>Conversation between Mathew Sofi and Richard Skarzynski. Skarzynski states <i>'Ironmark have got the rights to do the seamless plasmas...'</i></p> <p>Plaintiff receives executed rental agreement 05102009/15.</p>	<p>Para 46 Blue AB 11S-12C</p> <p>Para 48 Blue AB 12G-I</p> <p>MS13 pages 38-46 Blue AB 103 - 111</p>
9 October 2009	<p>Plaintiff transfers \$192,445.00 to account in the name of Jetobravo Pty Limited BSB 082-080 account 48-804-6335</p> <p>1.07pm – remittance advice 3102 confirming the payment emailed to Richard Skarzynski</p> <p>\$7,502.00 paid to the Plaintiff in respect of agreement 05102009/15.</p>	<p>Para 49 Blue AB 12 J-M MS 14 – page 47 Blue AB 113</p> <p>Para 51 Blue AB 12 Q-U MS 15 pages 48-50 Blue AB 115-117</p> <p>Para 53 Blue AB 53 E-N</p>
15 October 2009	<p>Conversation between Richard Skarzynski and Mathew Sofi regarding \$140,000.00 for NAB contract.</p> <p>12.46pm – email from Marian Mulvihill on behalf of Richard Skarzynski enclosing NAB Services Agreement dated 18 August 2009</p>	<p>Para 74 Blue AB 17T-18F</p> <p>Para 75 Blue AB 18 G-1 MS24 – pages 88-100 Blue AB 164-176</p>
16 October 2009	Plaintiff sends email to Michael Roth at Macquarie Bank and Julie Vella at GHS Financial Services, forwarding NAB agreement and proposal for funding \$140,000.	<p>Para 76 Blue AB 18J-L MS 26 – pages 103-104 Blue AB 181-182</p>
22 October 2009	<p>Mathew Sofi telephones Michael Roth at Macquarie Bank.</p> <p>11.54am - Plaintiff advises Defendant still waiting for a response in relation to funding.</p>	<p>Para 78 Blue AB 18 Q-T</p> <p>MS 25 – pages 101-102 Blue AB 101-102</p>
26 October 2009	10.05am – Marian Mulvihill on behalf of Richard Skarzynski emails a copy of the contract with	<p>Para 55 Blue AB 13 T-W</p>

	<p>National Australia Bank dated 18 August 2009</p> <p>2.03pm – email from Marian Mulvihill on behalf of Richard Skarzynski attaching Ironmark invoice 088898 dated 26 October 2009 in the sum of \$73,755.00 inclusive of GST. Bank account details shown NAB, BSB 082-080, account 7977-3050</p> <p>2.31pm – Plaintiff sends an email to Richard Skarzynski raising issues as to:</p> <ol style="list-style-type: none"> 1. why the bank account details were different to the previous invoice; 2. why the invoice was for plasma screens and the NAB contract was in relation to projectors; 3. why the invoice appeared to be created by TCP. <p>3.00pm – telephone conversation between Mathew Sofi and Richard Skarzynski.</p> <p>4.03pm – email from Marian Mulvihill on behalf of Richard Skarzynski confirming the NAB contract would be amended to reflect plasma screens</p>	<p>MS16 – pages 51-63 Blue AB 119-132</p> <p>Para 56 Blue AB 14 C-F MS17 – pages 64-66 Blue AB 133-135</p> <p>Para 57 Blue AB 14 G-K</p> <p>Para 58 Blue AB 14 L-R</p> <p>Para 60 Blue AB 14 V-X MS18 – page 67 Blue AB 137</p>
<p>27 October 2009</p>	<p>Received Ironmark Invoice 088898 dated 26 October 2009 in the sum of \$73,755.00. Account details BSB 082-080 account 27272 2420.</p>	<p>Para 61 Blue AB 15 E-G MS19 – page 68 Blue AB 139</p>
<p>30 October 2009</p>	<p>8.02am – Plaintiff sends email to Richard Skarzynski approving the transaction</p> <p>8.47am – email from Marian Mulvihill on behalf of Richard Skarzynski confirming instructions to proceed.</p> <p>Drafted rental agreement 200911001. Agreement with Total Concept Projects (Australia) Pty Limited for 36 monthly payments of \$3,054.70 inclusive of GST.</p>	<p>Para 63 Blue AB 15 O-Q</p> <p>Para 64 Blue AB 15 R-T MS20 – pages 69-73 Blue AB 141-145</p> <p>Para 65 & 70 Blue AB 15U-W</p>

		and Blue AB 16 P-W
3 November 2009	<p>Plaintiff receives executed agreement 200911001.</p> <p>Transfer from Plaintiff of \$73,755.00 to BSB 082-080 account 57272 2420</p> <p>Payment of \$3,054.70 to Plaintiff with respect to agreement 200911001</p> <p>Plaintiff receives Secured Guarantee and Indemnity for agreements 2009/08/008, 2009/09/03, 5102009/15 and 200911001</p>	<p>Para 66 Blue AB 16 C-D MS21 – pages 74-82 Blue AB 147-155</p> <p>Para 67 Blue AB E-H MS22 – pages 83 Blue AB 83</p> <p>Para 70 Blue AB 16 P-W</p> <p>Para 72 Blue AB 17 I-K</p> <p>MS23 – pages 84-87 Blue AB 159-162</p>
4 November 2009	<p>12.36pm - Plaintiff receives email from Defendant indicating that GHS Financial Services were considering rejecting funding for the proposed \$140,000 rental agreement.</p>	<p>Para 79 – 80 Blue AB 18U-19E</p> <p>MS26 – pages 103-104 Blue AB 181-182</p>
9 November 2009	<p>\$7,502.00 paid to the Plaintiff in respect of agreement 05102009/15.</p>	<p>Para 53 Blue AB 13 E-N</p>
11 November 2009	<p>Plaintiff received an email from Marian Mulvihill on behalf of Richard Skarzynski attaching a copy of the NAB and Total Concept Productions (Australia) Pty Limited ('TCProductions') dated 16 October 2009 with regards to renting 16 plasma panels.</p>	<p>Para 81 Blue AB 19 H-K</p> <p>MS27 – pages 105-117 Blue AB 184-196</p>
13 November 2009	<p>Meeting with Australian Business Finance ('ABF') with regards to funding NAB contract for \$140,000.</p> <p>2.06pm- Email from Marian Mulvihill on behalf of Richard Skarzynski to Plaintiff setting out financial position of TCProductions. Asset statements of Richard Skarzynski and Anthony Musico.</p> <p>Emails forwarded onto ABF. Plaintiff informed ABF refusing to finance the transaction. ABF placed into administration.</p>	<p>Para 82 – 88 Blue AB 19 M-U</p> <p>MS28 – pages 118-128 Blue AB 198-208</p>
17 November	<p>Mathew Sofi has telephone conversation with</p>	<p>Para 89 – 90</p>

<p>2009</p>	<p>Macquarie Bank who refuse to finance the project. 4.09pm- Plaintiff emails Richard Skarzynski and informs him of the above. Plaintiff asks for a list of financiers the TCP Group has recently approached for finance. 9.39am on 18 November 2009 the Plaintiff receives a response from Marian Mulvihill on behalf of Richard Skarzynski.</p>	<p>Blue AB 20S-21G MS – pages 133-134 Blue AB 215-216</p>
<p>20 November 2009</p>	<p>2.34pm – Email from Marian Mulvihill on behalf of Richard Skarzynski requesting that NAB rental agreement be undertaken in the name of R & G Skarzynski Investments Pty Limited ('R&G Invest'). 3.45pm- Plaintiff receives email from Marian Mulvihill on behalf of Richard Skarzynski enclosing tax returns of R&G Invest.</p>	<p>Para 91 – 92 Blue AB 21 H-N MS31 – page 135 Blue AB 218 MS32 – pages 136-170 Blue AB 220-254</p>
<p>23 November 2009</p>	<p>11.09am – Plaintiff sends an email to Richard Skarzynski stating that the rental agreement must be same as party to contract and not R&G Invest. 3.25pm – Plaintiff receives Tax Invoice No. 091911 dated 17 November 2009 purportedly issued by Ironmark Engineering Pty Limited ('Ironmark'). The invoice subtotal was \$146,000 + GST but the total was noted as \$160,000 instead of \$160,600.00 Around this time GHS advises it will not finance the transaction. Plaintiff decides to fund rental agreement on the basis that TCP Group discharge some of their existing rental agreements.</p>	<p>Para 93 – 94 Blue AB O-W MS33 – pages 171-172 Blue AB 256-257</p>
<p>24 November 2009</p>	<p>Richard Skarzynski agrees to pay out first 2 agreements between 1 January 2010 and 30 July 2010. 9.48am- Plaintiff receives an email from Marian Mulvihill on behalf of Richard Skarzynski stating that the first two agreements 2009/09/03 and 2008/08/008 will be paid out between 1 January 2010 and 30 July 2010.</p>	<p>Para 96 – 98 Blue AB 22 H-V MS34 – pages 173 Blue AB 259</p>
<p>25 November 2009</p>	<p>9.56am – Plaintiff sends an email to the Richard Skarzynski indicating that terms of rental agreement are 36 months at \$6,046.76 (inclusive of GST). 10.46am – Marian Mulvihill on behalf of Richard Skarzynski sends email to Plaintiff instructing Plaintiff to proceed.</p>	<p>Para 99 – 100 Blue AB 23 C-M MS35 – pages 174-175 Blue AB 261-262</p>
<p>1 December 2009</p>	<p>11.21am – Plaintiff sends email to Richard Skarzynski enclosing proposed agreement</p>	<p>Para 100 – 108 Blue AB 23I - 24X</p>

	<p>1029 and detailing payout figures for 2009/08/008 and 2009/09/03. Plaintiff also requests undertaking from Richard Skarzynski regarding the payout.</p> <p>12.13am – Marian Mulvihill on behalf of Richard Skarzynski emails the Plaintiff executed agreement 1029 and a letter providing an undertaking.</p> <p>4.41pm – Plaintiff sends email to Richard Skarzynski advising invoice is incorrect by \$600.00.</p> <p>Plaintiff does not receive amended tax invoice. Plaintiff arranges for transfer of \$160,600.00 to Bank Account No. 57272 2420, BSB: 082-080. Investigations reveal this account belongs to R&G Invest.</p> <p>Plaintiff arranges for guarantee to be sent to all relevant parties in relation to agreement 1029. Payment of \$6,651.44 with respect to agreement 1029.</p>	<p>MS36 – pages 176-188 Blue AB 264-276</p> <p>MS37 – pages 189-201 Blue AB 278-290</p> <p>MS38 – page 202 Blue AB 292</p> <p>MS39 – page 203 Blue AB 294</p> <p>Para 107 Blue AB 24 K-R</p>
2 December 2009	Plaintiff receives copy of executed guarantee.	<p>Para 108 Blue AB 24 S-X MS 40 – pages 204-206 Blue AB 296-298</p>
3 December 2009	Payment of \$3,054.70 with respect to agreement 200911001	<p>Para 70 Blue AB 16 P-X</p>
7 December 2009	Plaintiff signs confidentiality agreement as requested by Richard Skarzynski prior to meeting.	<p>Para 110 Blue AB 25 L-O</p>
8 December 2009	Plaintiff meets with Richard Skarzynski.	<p>Para 110 – 111 Blue AB 25 L-X</p>
9 December 2009	<p>11.50am – Marian Mulvihill on behalf of Richard Skarzynski sends an email to Plaintiff attaching Tax Invoice No. 093014 from Ironmark in the sum of \$117,920 incl GST. Invoice relates to contract to provide 16 plasma screens and brackets for Australian Open.</p> <p>Invoice notes payments are to be made to NAB with a BSB 082-080 account number 57272 2420.</p>	<p>Para 112 – 115 Blue AB 26 C-R MS41 – pages 207-208 Blue Book 300-301</p>
11 December 2009	4.14pm – Email from Marian Mulvihill on behalf of Richard Skarzynski attaching letter which states agreements 2009/08/008, 2009/09/03 and 05102009/15 will be paid out by 30 January 2010.	<p>Para 116 – 117 Blue AB 26R-271 MS42 – pages 209-210 Blue AB 303-304</p>

	4.26pm – Plaintiff outlines terms of agreement which are to be 3 months with 3 payments of \$5,500 incl. GST and final payment of \$117,920.00 incl GST on 28 February 2010.	MS43 – page 211 Blue AB 306
14 December 2009	<p>8.17am – Email from Marian Mulvihill on behalf of Richard Skarzynski requesting confirmation payment of \$120,000 made to M.Maher with CBA Account No. 101 29453 and \$20,000 to NBA Account No. 79777-3050.</p> <p>9.11am – Plaintiff sends email to Richard Skarzynski advising that the bank account details in the email do not match those on the invoice.</p> <p>Plaintiff has conversation with Richard Skarzynski. Richard Skarzynski advises Ironmark would like the funds dispersed as outlined in his email. Plaintiff states bank details must be on the invoice.</p> <p>11.36am – Richard Skarzynski sends email to Plaintiff attaching Invoice No. 093014 dated 7/12/2009 from Ironmark. Plaintiff does not notice bank details have changed from first invoice from NAB Account to CBA Account details in email from Richard Skarzynski.</p> <p>3.59pm – Plaintiff emails copy of agreement 1030, secured guarantee and direct debit form to Richard Skarzynski.</p> <p>Shortly after executed agreement 1030 and secured guarantee returned to Plaintiff by Richard Skarzynski.</p>	<p>Para 118 – 123 Blue AB 27J-28R MS44 – pages 212-213 Blue AB 308-309</p> <p>MS45 – pages 214-215 Blue AB 311-312</p>
15 December 2009	<p>Plaintiff pays Ironmark Invoice No. 093014 to CBA BSB 062-211 Account No. 57272 2420 which is included on invoice.</p> <p>Plaintiff realises signatures on agreement 1030 and secured guarantee do not align.</p>	<p>Para 124 – 127 Blue AB 28R-29I MS47 – page 217 Blue AB 316</p>
22 December 2009	Payment of \$5,500.00 in relation to rental agreement 1030.	<p>Para 131 Blue AB 29U-30H</p>
29 December 2009	4.00pm – Plaintiff meets with Richard Skarzynski. Richard Skarzynski advises that he has lost agreement and requests Plaintiff re-send.	<p>Para 128 Blue AB 29 J-O</p>
30 December 2009	<p>12.16am – Plaintiff sends copy of rental agreement to Richard Skarzynski.</p> <p>\$7,502.00 paid to the Plaintiff in respect of agreement 05102009/15.</p>	<p>Para 129 Blue AB 29 P-Q</p> <p>Para 53 Blue AB 13 E-N</p>
6 January	8.14am – Email from Marian Mulvihill on behalf	Para 130

2010	of Richard Skarzynski to Plaintiff advising documents ready for collection.	Blue AB 29 R-T MS48 – page 218 Blue AB 318
19 January 2010	Payment of \$5,500.00 in relation to rental agreement 1030.	Para 131 Blue AB 29U-30H
28 January 2010	\$7,502.00 paid to the Plaintiff in respect of agreement 05102009/15. Payment of \$3,054.70 with respect to agreement 200911001 Payment of \$6,651.44 with respect to agreement 1029.	Para 53 Blue AB 13 E-N Para 70 Blue AB 16 P-X Para 107 Blue AB 24 K-R
December 2009 – February 2010	Irregular payments made in relation to the agreements. Plaintiff sends number of emails requesting payment.	Para 134 – 136 Blue AB 30U-31J MS50 – pages 232-245 Blue AB 334-347
3 February 2010	Payment of \$6,651.44 with respect to agreement 1029.	Para 107 Blue AB 24 K-R
11 February 2010	6.00am – Mathew Sofi meets with Richard Skarzynski.	Para 137 Blue AB 31 K-W
12 February 2010	1.09pm – Marian Mulvihill on behalf of Richard Skarzynski emails equipment list to Plaintiff. List relates to equipment not subject of rental agreement with TCP Group.	Para 139 – 140 Blue AB 32 E-J MS51 – pages 246-253 Blue AB 349-356
15 February 2010	11.45am – Plaintiff sends email to Richard Skarzynski seeking location of equipment for each rental agreement.	Para 141 Blue AB 32 L-N MS52 – pages 254-255 Blue AB 358 – 359
17 February 2010	9.11am – Plaintiff emails Richard Skarzynski, Lupton and Musico indicating that unless payment is received by 19 February 2010, Plaintiff intends to exercise rights in relation to guarantees and place caveats on the properties. Mathew Sofi receives telephone call from Anthony Musico who indicates he knows nothing of the rental agreements. Plaintiff emails agreements and other documents to Anthony Musico. 3.00pm – Mathew Sofi meets with Anthony Musico. Mr Sam Sofi also attends meeting. Musico acknowledges signing agreement 2009/08/008 and 2009/09/03 but not other agreements.	Para 142 – 147 Blue AB 32O-34R MS53 – pages 256-257 Blue AB 361-362

	4.32pm – Plaintiff emails Mr Richard Skarzynski and Musico confirming meeting on 18 February 2010.	MS55 – pages 259-260 Blue AB 366-367
18 February 2010	9.58am – Plaintiff receives email from Richard Skarzynski requesting meeting be changed to 12.00pm on 19 February 2010 as there has been no response from Musico. Mathew Sofi receives call from Eleanor Howard, solicitor acting on behalf of Musico. Who advises Musico will not be attending the meeting. 1.18pm – Plaintiff instructs former solicitors to lodge caveats on properties held by 3D World Entertainment Services Pty Limited and the Directors. 2.47pm - Plaintiff instructs former solicitors to commence drafting a mortgage and guarantee to be signed by Gordana Skarzynski over property at 17 Chalmers Road Strathfield.	Para 150 – 154 Blue AB 350–36V
19 February 2010	10.00am – Mathew Sofi gives Richard Skarzynski mortgage and guarantee for Gordana Skarzynski. 3.15pm – Mathew Sofi meets with Howard, Musico, Richard Skarzynski and Sam Sofi. Musico confirms he signs agreements 2009/08/008 and 2009/09/03. Richard Skarzynski requests payout figures of all agreements. Mathew Sofi has a conversation with Anthony Musico. Musico indicates that he would like to substitute the equipment in the first 2 agreements with the Plaintiff (purchased from Hills and Bosch) with equipment being used at The Roxy.	Para 156 – 158 Blue AB 37F-38P Para 161 Blue AB 38 V-H
22 February 2010	1.51pm- Plaintiff sends email to Richard Skarzynski seeking information about equipment held at The Roxy.	Para 163 Blue AB 39 O-Q MS59 – page 331 Blue AB 442
23 February 2010	12.04pm – Email from Marian Mulvihill on behalf of Richard Skarzynski to the Plaintiff attaching 2 agreements to hire equipment to the Roxy. 1.15pm – Plaintiff sends email to Richard Skarzynski outlining the payout figures. Mathew Sofi meets with Richard Skarzynski who hands Mathew Sofi the mortgage and	Para 164 Blue AB 39 R-T MS60 – pages 332-345 Blue AB 444-457 Para 159 – 160 Blue AB 38 P-U MS56 – page 261

	<p>executed guarantee. \$7,502.00 paid to the Plaintiff in respect of agreement 05102009/15. Payment of \$3,054.70 with respect to agreement 200911001</p>	<p>Blue AB 369 MS57 – pages 262-328 Blue AB 371-437 Para 53 Blue AB 13 E-N Para 70 Blue AB 16 P-X</p>
25 February 2010	<p>6.40am – Plaintiff advises Richard Skarzynski that Plaintiff cannot proceed with the proposed rent and buy back scheme.</p>	<p>Para 165 Blue AB 39 U-W</p>
8 March 2010	<p>Letters of Demand served on:</p> <ul style="list-style-type: none"> - TCProjects; <p>In relation to agreements 2009/08/008, 2009/09/03 and 200911001.</p> <ul style="list-style-type: none"> - TCProductions; <p>In relation to agreements 1029 and 1030.</p> <ul style="list-style-type: none"> - 3D World Entertainment Services Pty Limited ('3D World'); - Musico; - Gordana Skarzynski and Richard Skarzynski; <p>In relation to agreements 1029, 1030, 2009/08/008, 2009/09/03 and 200911001.</p>	<p>Para 181 Blue AB 45 G-L MS63 – pages 353-364 Blue AB 468-364</p>
11 March 2010	<p>Letters of Demand served on:</p> <ul style="list-style-type: none"> - TCProjects; - 3D World; - Musico; - Gordana Skarzynski and Richard Skarzynski; <p>in relation to agreement 05102009/15.</p>	<p>Para 182 Blue AB 45 M-O MS64 – pages 365-370 Blue AB 481-486</p>
12 March 2010	<p>Plaintiff's former solicitors received correspondence from Musico denying he ever executed the guarantees.</p>	<p>Para 183 Blue AB 45 P-R MS65 – pages 371-372 Blue AB 488-489</p>
19 March 2010	<p>Mathew Sofi telephones Amanda Blake at Bosch Security Systems Pty Limited ('Bosch'). Blake advises the Plaintiff Invoice No. OCP/CO51689 is not in fact an invoice but a credit note for \$13,000. Plaintiff's former solicitors serve letters on TCProductions and TCProjects terminating all the rental agreements.</p>	<p>Para 166 Blue AB C-S</p> <p>MS66 – pages 373-376 Blue AB 491-494</p>

<p>22 March 2010</p>	<p>Mathew Sofi telephones Steven Hughes from Creston which is part of the Hills Industries Limited corporate group ('Hills'). Hughes states Invoice No. 0366AK or 95680 does not make sense and requests that the Plaintiff email him the document.</p> <p>Mathew Sofi again has a telephone conversation with Blake. Blake advises Bosch do not keep records of the serial numbers and she is unable to help further.</p>	<p>Para 167 Blue AB 40T-41I</p> <p>Para 168 – 169 Blue AB 41 J-Q</p>
<p>24 March 2010</p>	<p>Mathew Sofi has telephone conversation with Hughes from Hills. Hughes advises that invoice Plaintiff has was not created by Hills.</p> <p>3.05pm – Plaintiff emails Musico and Richard Skarzynski advising rental agreements are terminated pursuant to notices issued on 19 March 2010.</p>	<p>Para 170 Blue AB 41 R-X</p>
<p>1 April 2010</p>	<p>10.32am – Mathew Sofi telephones Chief Financial Officer of Hills, Renee McLeod. McLeod advises there is a note on their system which states that Richard Skarzynski advised a payment of \$308,000.00 would be transferred to the Hills account on 25 August 2009.</p> <p>11.47am – Mathew Sofi speaks with Tony Piper from Bosch. Piper advises Invoice No. OCP/C051689 was not created by Bosch. Monies received from Plaintiff were allocated to amounts owed by TCP.</p> <p>12.53pm – Plaintiff sends email to McLeod enclosing remittance advice and invoice.</p> <p>3.00pm – Mathew Sofi telephones Robert Shen at Ironmark. Shen refuses to discuss the matter.</p> <p>3.19pm – Mathew Sofi again telephones Piper from Bosch. Piper advises Bosch has a note which indicates Richard Skarzynski notified the amount would be coming into the Bosch account as Richard Skarzynski had obtained monies to pay the Court order.</p>	<p>Para 171 – 174 Blue AB 42E-43G</p> <p>Para 175 Blue AB 43 H-N</p> <p>Para 176 Blue AB 43 O-Q MS61 – pages 346-349 Blue AB 459-462</p> <p>Para 177 Blue AB 43R-44E</p> <p>Para 178 Blue AB 44 F-N</p>
<p>6 April 2010</p>	<p>Plaintiff's former solicitors served letters of demand on Hills and Bosch.</p>	<p>Para 186 Blue AB 46 D-F MS67 – pages 377-378 Blue AB 496-497</p>
<p>7 April 2010</p>	<p>Plaintiff's former solicitors receive letter from</p>	<p>Para 187</p>

	Zinta Docherty, Senior Corporate Lawyer for Hills, advising Hills will not be in a position to respond in 2 days.	Blue AB 46 G-H MS68 – page 379 Blue AB 499
9 April 2010	9.40am – Defendant forwards an email to Sam Sofi from Andrew Muir, General Manager of Finance at Hills which states that the invoice which AFS&L had been enquiring about was not created by Hills and appears to be fraudulently constructed. Plaintiff's former solicitors receive letter from Rebecca Thomas, Corporate Counsel for Bosch, advising Bosch are currently investigating the claims of the Plaintiff.	Para 180 Blue AB 44U-45F MS62 – pages 350-352 Blue AB 464-466 MS69 – page 380 Blue AB 501
12 April 2010	Plaintiff receives notice that Ferrier Hodgson have been appointed receiver and manager for TCP Group.	Para 189 Blue AB 46 K-M MS70 – pages 381-384 Blue AB 503-506
14 April 2010	Plaintiff's current solicitors served letters of demand on: <ul style="list-style-type: none"> - Richard and Gordana Skarzynski; - Musico; - TCPProjects; - TCPProductions; - 3D World; - Ironmark; - Jetobravo Pty Limited ('Jetobravo') Plaintiff's solicitors emailed Docherty at Hills and Thomas at Bosch requesting an urgent response to their correspondence. 3.23pm – Musico requests Plaintiff's solicitors to provide evidence of where he provided a personal guarantee	Para 190 Blue AB 46 N-Q MS71 – pages 385 – 400 Blue AB 508-523 Para 191 Blue AB 46 R-T MS72 – pages 401-402 Blue AB 525-526 Para 192 Blue AB 46U-47D MS73 – pages 403-404 Blue AB 528-529
16 April 2010	Letter to Plaintiff's Solicitors from Bosch, indicating that Bosch will not be returning the payment of \$198,000 (\$21,000 of which was paid back to TCP)	Para 196 Blue AB 47 O-P MS77 – pages 410-414 Blue AB 539-543
22 April 2010	Letter from solicitors for Hills to the Plaintiff's solicitors. Hills solicitors state at paragraph 2.1	Para 202 Blue AB 48 K-M

	that 'Hills was not aware of the copy of the invoice until it was provided to it by TCP, with an email on 1 April 2010 by Mr Mathew Sofi of AFS'	MS84 – pages 431-436 Blue AB 567-572
23 April 2010	Letter from Plaintiff's solicitor to Hills solicitor. Plaintiff's solicitor states that letter of 22 April 2010 fails to address that at 8.45am on 26 August 2009 the Plaintiff sent a remittance to Hills confirming the payment of \$308,000.00 was paid in satisfaction of Invoice No. 51070.	Para 203 Blue AB 48 M-O MS84 – pages 431-436 Blue AB 567-572
5 May 2010	Letter from solicitors for Jetobravo to the solicitors for the Plaintiff. In this correspondence the solicitors for Jetobravo admit that the invoice produced by the Defendant was false and further that Jetobravo received money from the Plaintiff on the basis of a false invoice.	Para 212 Blue AB 49 P-R MS93 – page 454 Blue AB 599

Dated: 20 September 2013



Christopher Birch
Senior Counsel for the Appellant
Email: cbirch@chambers.net.au



Mark Cleary
Counsel for the Appellant
Email: mcleary@eightselborne.com.au