

IN THE SUPREME COURT)
OF VICTORIA)

B E T W E E N:

MCL FINANCE PTY. LIMITED
(formerly THE ASSOCIATES PTY. LIMITED)

Plaintiff

- and -

WOODLEIGH HEIGHTS MARKETING PTY. LTD.

Defendant

TO THE DEFENDANT

TAKE NOTICE that this proceeding has been brought against you by the Plaintiff for the claim set out in this Writ.

IF YOU INTEND TO DEFEND the proceeding, or if you have a claim against the Plaintiff which you wish to have taken into account at the trial, YOU MUST GIVE NOTICE of your intention by filing an appearance within the proper time for appearance stated below.

YOU OR YOUR SOLICITOR may file the appearance. An appearance is filed by -

- (a) filing a "Notice of Appearance" in the Prothonotary's Office in the Law Courts, William Street, Melbourne, or, where the Writ has been filed in the office of a Deputy Prothonotary, in the office of that Deputy Prothonotary; and
- (b) on the day you file the Notice, serving a copy, sealed by the Court, at the Plaintiff's address for service, which is set out at the end of this Writ.

IF YOU FAIL to file an appearance within the proper time, the Plaintiff may OBTAIN JUDGMENT AGAINST YOU on the claim without further notice.

THE PROPER TIME TO FILE AN APPEARANCE is as follows -

- (a) where you are served with the Writ in Victoria, within 10 days after service;
- (b) where you are served with the Writ in a State other than Victoria or in the Australian Capital Territory, the Northern Territory of Australia or the Jervis Bay Territory, within 21 days after service;
- (c) where you are served with the Writ in New Zealand or in Papua New Guinea, within 28 days after service;
- (d) where you are served with the Writ in any other place, within 42 days after service.

FILED the

27 DEC 1987

day of

1987

Prothonotary

THIS WRIT is to be served within one year from the date it is filed or within such further period as the Court orders.

IN THE SUPREME COURT)
)
OF VICTORIA)

B E T W E E N:

MCL FINANCE PTY. LIMITED
(formerly THE ASSOCIATES PTY. LIMITED) Plaintiff

- and -

WOODLEIGH HEIGHTS MARKETING PTY. LTD. Defendant

STATEMENT OF CLAIM

1. THE Plaintiff is a Company duly incorporated pursuant to the laws of the State of New South Wales and is and has at all material times been a recognised company in the State of Victoria licenced pursuant to the Money Lenders Act 1958.
2. ON or about the 23rd October 1985 the Plaintiff changed its name from The Associates Pty. Limited to MCL Finance Pty. Limited.
3. THE Defendant is the registered proprietor of the land described in Certificates of Title Volume 9596 Folios 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 187, 188, 189 and 190 ("the land").
4. BY Mortgage dated 13th February 1984 Registered No. K814538 ("the First Mortgage") the Defendant mortgaged the land to the Plaintiff in consideration of the sum of \$100,000.00 ("the first principal sum") agreed to be lent by the Plaintiff to the Defendant.

5. IT was a term of the First Mortgage that the Defendant agreed to pay, on the 29th day of each month commencing on the 29th February 1984, monthly interest on the first principal sum or on so much thereof as shall be owing and remain unpaid.

6. IT was a further term of the First Mortgage that, if the Defendant should make default in payment of any of the said monthly sums referred to in paragraph 5 hereof, the Plaintiff may, upon giving seven days' previous notice of its intention, enter upon and take possession of the land.

7. IN breach of the terms of the First Mortgage, the Defendant has failed to pay to the Plaintiff any of the said monthly sums referred to in paragraph 5 hereof due under the First Mortgage on or after the 29th February 1984.

8. IT was a further term of the First Mortgage that the Defendant agreed to pay to the Plaintiff the whole of the moneys secured under the First Mortgage on the 20th day of September 1986.

9. IT was a further term of the First Mortgage that, if the Defendant should make default in payment pursuant to paragraph 8 hereof, the Plaintiff may, upon giving seven days' previous notice of its intention, enter upon and take possession of the land.

10. IN breach of the terms of the First Mortgage, the Defendant has failed to pay to the Plaintiff the whole of the moneys secured under the Mortgage on the 20th day of September 1986.

11. BY Mortgage dated 13th February 1984 Registered No. K814539 ("the Second Mortgage") the Defendant mortgaged the land to Stateside Credit Corporation Pty. Ltd. ("Stateside") in consideration of the sum of \$90,000.00 ("the second principal sum") agreed to be lent by Stateside to the Defendant.

12. BY Transfer of Mortgage numbered M268386L and registered in the Office of Titles on 13th May 1986, Stateside transferred the Mortgage to the Plaintiff.

13 IT was a term of the Second Mortgage that the Defendant agreed to pay, on the 29th day of each month commencing on the 29th February 1984, monthly interest on the second principal sum or on so much thereof as shall be owing and remain unpaid.

14. IT was a further term of the Second Mortgage that, if the Defendant should make default in payment of any of the said monthly sums referred to in paragraph 13 hereof, the Plaintiff may, upon giving seven days' previous notice of its intention, enter upon and take possession of the land.

15. IN breach of the terms of the Second Mortgage, the Defendant has failed to pay to Stateside and/or the Plaintiff any of the said monthly sums referred to in paragraph 13 hereof due under the Second Mortgage on or after the 29th February 1984.

16. IT was a further term of the Second Mortgage that the Defendant agreed to pay to Stateside the whole of the moneys secured under the Second Mortgage on the 20th day of September 1986.

17. IT was a further term of the Second Mortgage that, if the Defendant should make default in payment pursuant to paragraph 16 hereof, Stateside may, upon giving seven days' previous notice of its intention, enter upon and take possession of the land.

18. IN breach of the terms of the Second Mortgage, the Defendant has failed to pay to Stateside and/or the Plaintiff the whole of the moneys secured under the Mortgage on the 20th day of September 1986.

19. ON or about the 19th October 1987 the Plaintiff gave the Defendant notice in writing pursuant to Section 76 of the Transfer of Land Act.

20. THE Defendant has failed to comply with the requirements of the said Notice.

21. BY reason of the said premises, the Plaintiff is entitled to possession of the land.

AND THE PLAINTIFF CLAIMS : Possession of the land costs.

GAIR & BRAHE

1. Place of trial - Melbourne
2. Mode of trial - A Judge sitting alone
3. This Writ was filed for the Plaintiff by Gair & Brahe, Solicitors of 10th Floor, 31 Queen Street, Melbourne.
4. The address of the Plaintiff is 434 St. Kilda Road, Melbourne.
5. The address for service of the Plaintiff is Gair & Brahe, Solicitors, 10th Floor, 31 Queen Street, Melbourne.
6. The address of the Defendant is 1085 High Street, Armadale.