

Affidavit

No. QUD 492 of 2026

Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

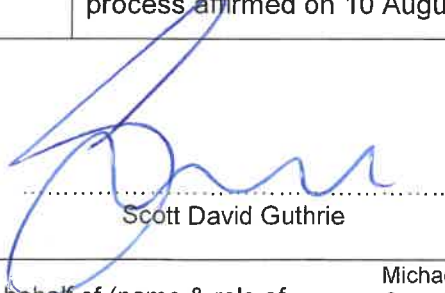
MICHAEL JOE BOTICA and others
Plaintiffs

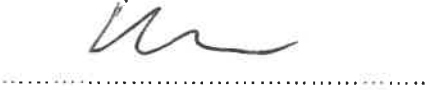
ADAM WATSON and others
Defendants

Affidavit of: **Scott David Guthrie**
Address: c/- Thomsons, Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street,
Brisbane QLD 4000
Occupation: Solicitor and partner of the firm Thomsons
Date: 10 August 2026

Contents

Document number	Details	Paragraph	Page
1	Affidavit of Scott David Guthrie in support of originating process affirmed on 10 August 2026		1-7


.....
Scott David Guthrie


.....
Witness

Filed on behalf of (name & role of party)

Prepared by (name of person/lawyer)

Law firm (if applicable)

Tel +61 7 3338 7516

Email sguthrie@thomsons.com.au

Michael Joe Botica, Stephen Brian Coleman, John Leslie O'Toole,
Grassland Properties Pty Ltd ACN 106 656 802, Jomist Developments
Pty Ltd ACN 104 650 526, Plaintiffs

Scott David Guthrie

Thomsons

Fax 07 3338 7599

Address for service

(include state and postcode)

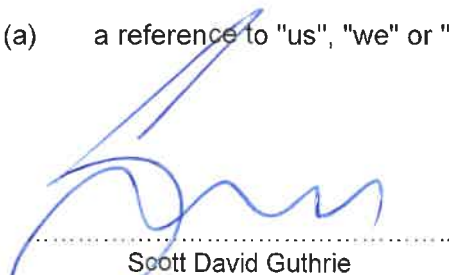
c/- Thomsons
Level 28, One Eagle – Waterfront Brisbane
1 Eagle Street
BRISBANE QLD 4000

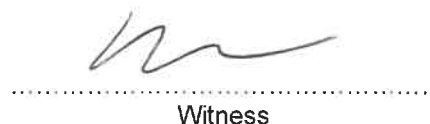
[Version 3 form approved 02/05/2019]

Document number	Details	Paragraph	Page
2	Annexure " SDG-3 ", being a copy of an email from Thomsons to Adam Walton (Mr Walton) on 6 August 2026	5(a)	8-11
3	Annexure " SDG-4 ", being a copy of an email from Thomsons to Mr Walton on 7 August 2026	5(b)	12-17
4	Annexure " SDG-5 ", being a copy of various read receipts and delivery receipts in relation to the correspondence sent by Thomsons to Mr Walton on 7 August 2026	5(b)	18-27
5	Annexure " SDG-6 ", being copy of an email chain between Adam Watson (Mr Watson) and the Associate to Justice Wheatley dated 4 August 2026	7	28-35
6	Annexure " SDG-7 ", being copy of an email chain between me and Mr Watson between 4 August 2026 and 9 August 2026	9	36-44
7	Annexure " SDG-8 ", being copy of the Commonwealth Law Courts portal in relation to Federal Court of Australia proceeding no. NSD1440/2026	10	45-48
8	Annexure " SDG-9 ", being copy of a transcript of a hearing in this proceeding before Justice Wheatley on 5 August 2026	12	49-98
9	Annexure " SDG-10 ", being copy of an email from Mr Watson to the Associate to Justice Downes dated 6 August 2026	14	99-101
10	Annexure " SDG-11 ", being copy of the Commonwealth Law Courts portal in relation to Federal Circuit and Family Court of Australia proceeding no. SYG2865/2026	15(a)	102-104
11	Annexure " SDG-12 ", being copy of the Commonwealth Law Courts portal in relation to Federal Circuit and Family Court of Australia proceeding no. SYG1446/2024	15(b)	105-108
12	Annexure " SDG-13 ", being a copy of a search of the NSW Online Registry	17	109-110

I, Scott David Guthrie, solicitor and partner of the firm Thomsons, affirm:

1. I am a partner of Thomsons, the solicitors for the Plaintiffs. I have care and conduct of this matter on behalf of the Plaintiffs.
2. Unless otherwise stated:
 - (a) a reference to "us", "we" or "our" is a reference to Thomsons;


.....
Scott David Guthrie

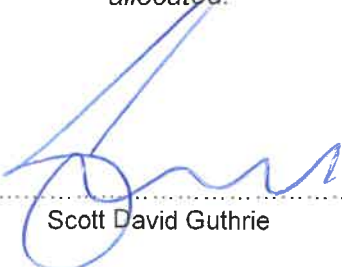

.....
Witness

- (b) the facts and matters set out in this affidavit are within my own knowledge and professional experience and I believe them to be true;
 - (c) where I refer to information supplied by others, the source of the information is identified and based upon my review of the files and documents maintained by Thomsons in the ordinary course of business related to the matter;
 - (d) the facts and matters derived from other sources are true to the best of my knowledge and belief.
3. I refer to my affidavit affirmed 5 August 2026 (**First Affidavit**). I adopt the definitions used in my First Affidavit.
4. I also refer to the affidavit of Michael Joe Botica affirmed 5 August 2026 (**First Botica Affidavit**).
5. I have taken or caused to be taken the following steps by way of service of the documents in the proceeding to date on Mr Watson:
- (a) On 6 August 2026, I caused an email to be sent to Mr Watson enclosing a Sharefile link to access the originating process, affidavit of Michael Botica dated 5 August 2026, my First Affidavit, affidavit of Ursula McKenzie dated 5 August 2026, order of Justice Wheatley dated 5 August 2026, and the plaintiffs' outline of submissions (**Documents**). A true copy of the email is exhibited at **SDG-3**.
 - (b) On 7 August 2026, I caused three emails to be sent to Mr Watson attaching the Documents, due to the size of the attachments. True copies of the emails are exhibited at **SDG-4**. Exhibited at **SDG-5** are read receipts and delivery receipts received from Mr Walton in relation to the correspondence on 7 August 2026.

Proceedings commenced by Mr Watson

6. On 4 August 2026:
- (a) I was copied into an email from Adam Watson (**Mr Watson**), the First Defendant, to the Associate to Justice Wheatley which noted as follows:

At 3:45pm this afternoon I lodged an application in the Federal Circuit and Family Court of Australia (Division 2), Sydney Registry. I will provide the proceeding number to chambers and to the plaintiffs as soon as it is allocated.


.....
Scott David Guthrie


.....
Witness

- (b) I responded to Mr Watson, noting that I was instructed that any proceedings which he had filed may be served on my firm, Thomsons, at my email address sguthrie@thomsons.com.au.
7. Exhibited at **SDG-6** is a true copy of the email from Mr Watson to the Associate to Justice Wheatley on 4 August 2026.
8. On 9 August 2026:
- (a) I caused a search of the Commonwealth Courts Portal to be undertaken which showed that, on 7 August 2026, Mr Watson commenced Federal Court of Australia proceeding no. NSD1440/2026 in the Sydney registry (**Sydney Proceeding**).
- (b) I sent an email to Mr Watson in which I specifically requested that Mr Watson serve a copy of the originating process, genuine steps statements, concise statement and his affidavit served in the Sydney Proceeding.
9. Exhibited at **SDG-7** is a true copy of the email chain between me and Mr Watson between 4 August 2026 and 9 August 2026, which Mr Watson forwarded to Justice Wheatley's Associate.
10. Exhibited at **SDG-8** is a true copy of the Commonwealth Courts Portal in relation to the Sydney Proceeding.

Mr Watson's availability to attend a final hearing

11. On 5 August 2026, Justice Wheatley heard the Plaintiffs' application for urgent injunctive relief in this proceeding.
12. Exhibited at **SDG-9** is a true copy of the transcript from that hearing (**Transcript**). The Transcript records:
- (a) At page 40 line 25, that Justice Wheatley contemplated listing the matter before the duty judge on Thursday, 13 June 2026; and
- (b) At page 40 lines 27 to 43, Justice Wheatley and Mr Watson had the following exchange, during which Mr Watson confirmed his availability on Thursday, 13 August 2026 and told the Court he would be in Queensland on that date:

HER HONOUR: - - - sort of determination. But to maintain focus, there could be some value in keeping it in the duty list till next week, and perhaps, say, Thursday of next week - - -

MR WATSON: It's the 14th, if that's suitable.

HER HONOUR: That's the Friday, Mr Watson. I was thinking maybe the Thursday so that we're not hard up against the end of the week. I appreciate what Wednesday - - -

MR WATSON: So is that the 13th, is it, your Honour, or the - - -

HER HONOUR: Yes.

MR WATSON: Yes. So, your Honour, if it can be brought back in the afternoon – I have a matter in the morning, and I can be in – it's in Queensland, so I can appear in the court directly. So it can be the 13th if it suits my friend.

13. On 6 August 2026, I received an email from the Associate to Justice Downes, noting that the matter had been listed for a first case management hearing on Monday, 10 August 2026, and that her Honour intended to list the matter for a final hearing on Friday, 14 August 2026. I subsequently received an email from Mr Watson to the Associate to Justice Downes and others which stated he was unavailable until 14 August 2026:

As clearly communicated to the Court yesterday, I am unavailable until 14 August 2026 due to ongoing court proceedings in NSW that conclude on that date. This was explicitly stated during our appearance yesterday...

...

We respectfully request that:

- The first case management hearing proceed on Friday, 14 August 2026 as previously advised*

14. Exhibited at **SDG-10** is a true copy of the email from Mr Watson to the Associate to Justice Downes.

15. I have caused a search of the Commonwealth Law Courts Portal (<https://www.comcourts.gov.au/public/eseach>) to be undertaken which shows that:

- (a) on Monday, 10 August 2026 at 2pm, there is a mention before Registrar Pascoe in relation to Federal Circuit and Family Court proceeding no. SYG2865/2026, which lists an "Adam Watson" as an applicant. Exhibited at **SDG-11** is a true copy of the Commonwealth Courts Portal in relation to that proceeding.
- (b) on Friday, 14 August 2026 at 11am, there is a judgement delivery before Judge Cameron in relation to Federal Circuit and Family Court proceeding no. SYG1446/2024, which lists an "Adam Watson" as an applicant. Exhibited at **SDG-12** is a true copy of the Commonwealth Courts Portal in relation to that proceeding.

16. I have caused a search of the NSW Online Registry (<https://onlineregistry.lawlink.nsw.gov.au/content/court-lists#!>) to be undertaken which shows that:
- (a) on Wednesday, 12 August 2026 at 9.15am, there is a directions hearing in the NSW Court of Appeal, which lists "Adam Watson" as a party.
 - (b) on Thursday, 20 August 2026 at 9.30am, there is a directions hearing in the NSW District Court, which lists "Adam Watson" as a party.
17. Exhibited at **SDG-13** is a true copy of the NSW Online Registry in relation to those court dates.
18. I have caused a search of the Qld eCourts website (<https://apps.courts.qld.gov.au/esearching/Search.aspx>). There is no recent case which appears on a search of the name "Adam Watson".

Acknowledgement of non-payment of funds under the Share Sale Agreement

19. As deposed to at paragraph 27 of the First Botica Affidavit, on 21 May 2026, a Share Sale Agreement was entered into by, amongst others, the Plaintiffs and the Defendants.
20. At page 34 lines 1 to 24 of the Transcript, Justice Wheatley and Mr Watson had the following exchange, during which Mr Watson confirmed the Plaintiffs "haven't received the money" which was payable under the Share Sale Agreement:

HER HONOUR: And you're going to show the court that you've paid 16.5-odd million dollars as well; is that right?

MR WATSON: So, your Honour, there's a - - -

HER HONOUR: Is that right?

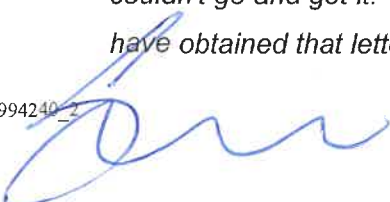
MR WATSON: Yes, your Honour.

HER HONOUR: Is that right? All right.

MR WATSON: But it - - -

HER HONOUR: So you're – you just haven't had a chance to put forward that evidence; is that right?

MR WATSON: I will explain, your Honour. What has happened is that AUSTRAC has grabbed this money, and I've asked repeatedly from NAB for the AUSTRAC letter, and they haven't provided to me – on Monday, the banks were shut in New South Wales. It must have been a bank holiday, so yesterday I couldn't go and get it. Today, if I hadn't got these proceedings on foot, I would have obtained that letter and provided it to the other side. And I'm prepared to



do – I will get that letter and put it in my affidavit. I understand that the other side haven't physically received the money, but what I want to say – on that same day of the 10th - - -

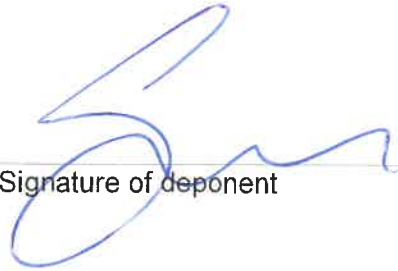
Affirmed by the deponent
at Brisbane
in Queensland
on 10 August 2026
Before me:



Signature of witness

)
)
)
)
)

Signature of deponent



Heath William David Cruden
Australian Legal Practitioner

Thomsons
Level 28, One Eagle – Waterfront Brisbane
1 Eagle Street
BRISBANE QLD 4000

Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

Plaintiffs

ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as “SDG-3” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)	Michael Joe Botica, Stephen Brian Coleman, John Leslie		
Prepared by (name of person/lawyer)	O'Toole, Grassland Properties Pty Ltd ACN 106 656 802,		
Law firm (if applicable)	Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs		
	Scott David Guthrie		
	Thomsons		
Tel	+61 7 3338 7516	Fax	07 3338 7599
Email	sguthrie@thomsons.com.au		
Address for service (include state and postcode)	c/- Thomsons Level 28, One Eagle – Waterfront Brisbane 1 Eagle Street BRISBANE QLD 4000		

From: Cruden, Heath
Sent: Thursday, 6 August 2026 10:08 AM
To: ADAM WATSON; 'info@adamwatson.au'
Cc: 'Guthrie, Scott'
Subject: In the matter of Pioneer Lakes Pty Ltd | QUD492/2026 [T-Legal.FID4868453]
Attachments: Sharefile Login Instructions.pdf

Dear Mr Watson

In accordance with order 2 of the orders made by Wheatley J on 5 August 2026, we **enclose** by way of service:

1. Sealed originating process dated 5 August 2026;
2. Sealed affidavit of Michael Joe Botica dated 5 August 2026;
3. Sealed affidavit of Scott David Guthrie dated 5 August 2026;
4. Sealed affidavit of Ursula Jane McKenzie dated 5 August 2026; and
5. Order of Wheatley J made on 5 August 2026.

We also **enclose** the plaintiffs' outline of argument dated 5 August 2026.

The documents are available at the following Sharefile link: <https://tqlaw.sharefile.com/f/fo57506d-e020-4701-93eb-692e821af288>.

The instructions for accessing the Sharefile platform are **attached**.

Regards

Heath Cruden
Associate

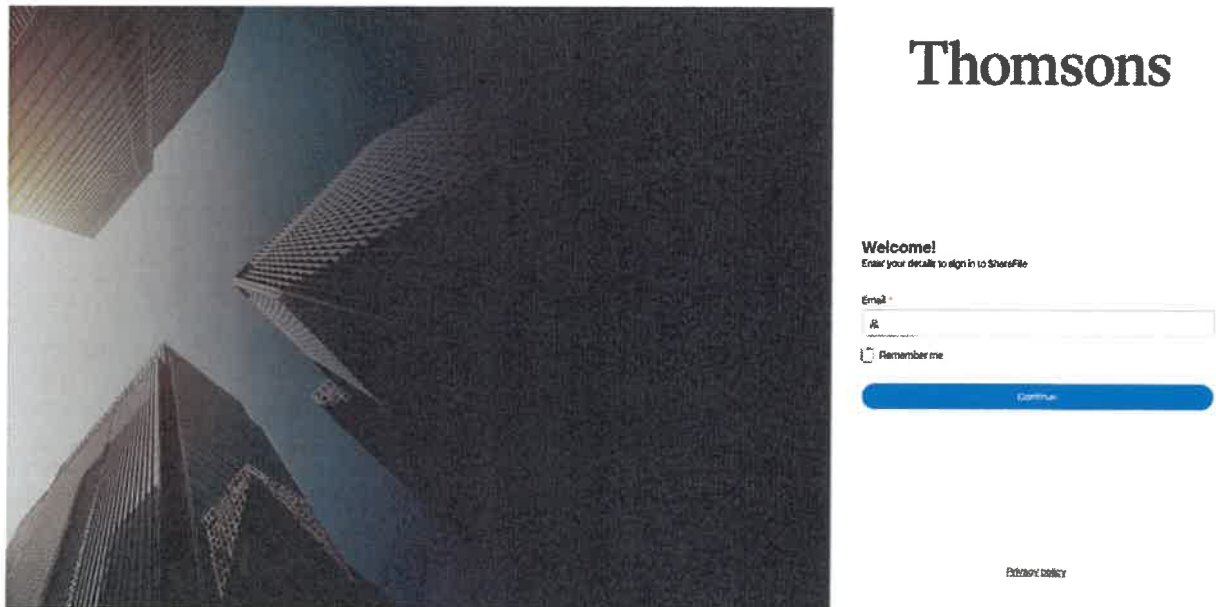
 **T** +61 7 3338 7936
M +61 448 988 473
E HCruden@thomsons.com.au
Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000 Australia
thomsons.com.au

Thomsons

Sharefile User Instructions

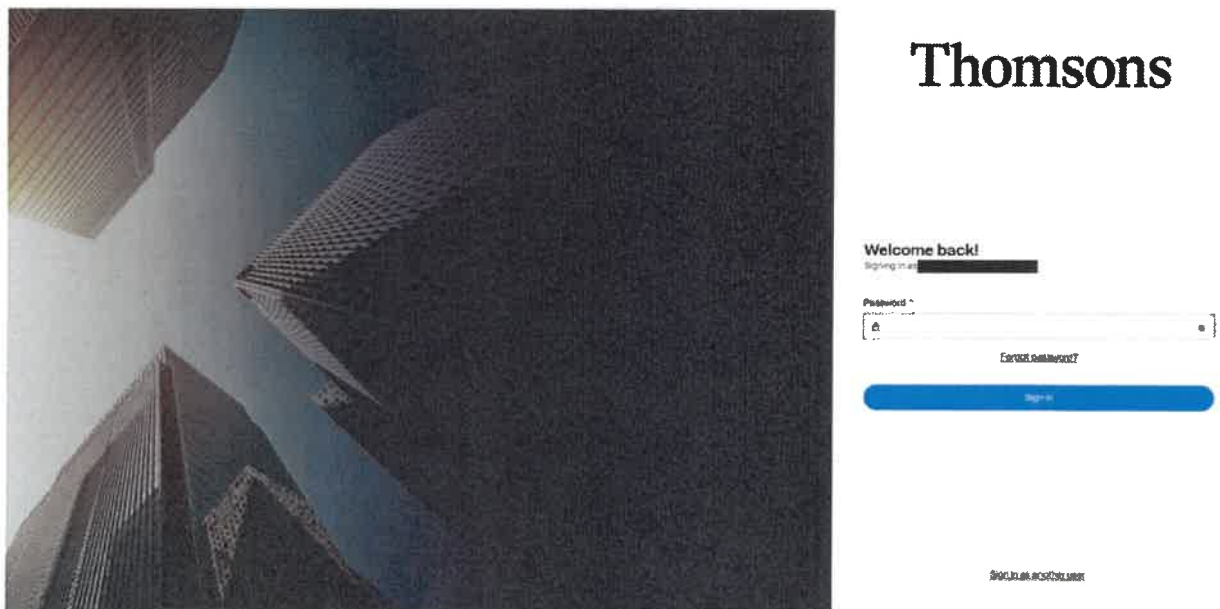
To access Sharefile, navigate to our Sharefile site at <https://tglaw.sharefile.com>

You will be directed to the login page, as shown below. Enter your email address and click 'Continue'.



The screenshot shows the Thomson's Sharefile login interface. On the left is a large image of skyscrapers. On the right, the Thomson's logo is at the top. Below it, the text 'Welcome!' is followed by 'Enter your details to sign in to Sharefile'. There is an 'Email' input field with a small 'x' icon on the right. Below the input field is a 'Remember me' checkbox. A blue 'Continue' button is at the bottom. At the very bottom, there is a small link for 'Privacy policy'.

The next screen will prompt you to enter your password. If you are a new user or if you have forgotten your password, click the '**Forgot Password**' button to reset it.



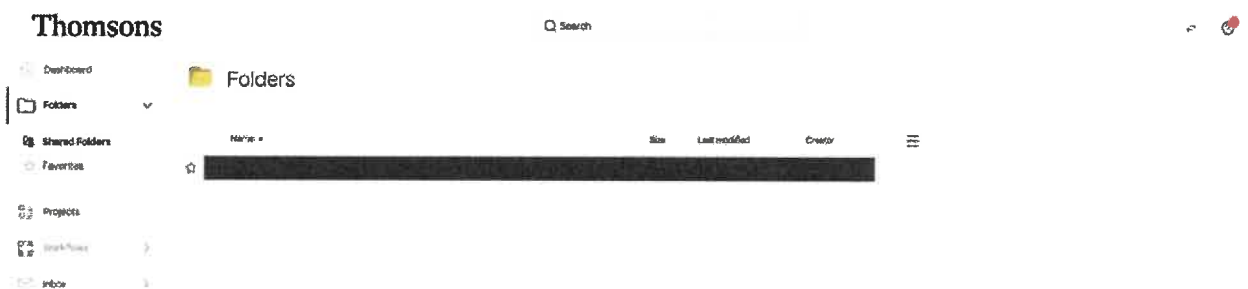
The screenshot shows the Thomson's Sharefile login interface for the password step. On the left is the same skyscraper image. On the right, the Thomson's logo is at the top. Below it, the text 'Welcome back!' is followed by 'Signing in as [redacted]'. There is a 'Password' input field with a lock icon on the left and an 'x' icon on the right. Below the input field is a link for 'Forgot password?'. A blue 'Sign in' button is at the bottom. At the very bottom, there is a small link for 'Privacy policy'.



If you select '**Forgot Password**', you will be directed to a screen similar to the one shown below.



After entering your password, click '**Sign In**'. You will be taken to a screen similar to the one shown below, which will display the folders you have access to.



Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

Plaintiffs

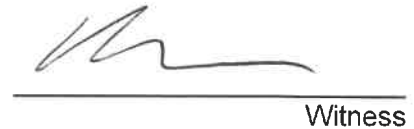
ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as “SDG-4” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)	Michael Joe Botica, Stephen Brian Coleman, John Leslie O'Toole, Grassland Properties Pty Ltd ACN 106 656 802, Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs
Prepared by (name of person/lawyer)	Scott David Guthrie
Law firm (if applicable)	Thomsons
Tel	+61 7 3338 7516
Fax	07 3338 7599
Email	sguthrie@thomsons.com.au
Address for service (include state and postcode)	c/- Thomsons Level 28, One Eagle – Waterfront Brisbane 1 Eagle Street BRISBANE QLD 4000

From: Cruden, Heath
Sent: Friday, 7 August 2026 10:27 AM
To: info@adamwatson.au; ADAM WATSON
Cc: Guthrie, Scott
Subject: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Attachments: 2026.08.05 Sealed Originating Process (96944415v1).PDF; 2026.08.05 Sealed Outline of Argument (96944391v1).PDF; 2026.08.05 Sealed Affidavit of Scott David Guthrie affirmed 05.08.26 (96944398v1).PDF; 2026.08.05 Sealed Affidavit of Ursula Jane McKenzie affirmed 05.08.26 (96944406v1).PDF; 2026.08.05 Order of Wheatley J (96960234v1).PDF

Tracking:	Recipient	Delivery
	info@adamwatson.au	
	ADAM WATSON	
	Guthrie, Scott	Delivered: 7/08/2026 10:27 AM
	Dispute regarding Share Sale Agreement_6507977 _ E_Mail	

Dear Mr Watson

We refer to your email of 2.28pm on 6 August 2026 in which you informed the Court that you cannot access the documents which were provided by us on 6 August 2026.

We therefore **attach** the following documents, by way of service:

1. Sealed originating process dated 5 August 2026;
2. Sealed plaintiffs' outline of argument dated 5 August 2026;
3. Sealed affidavit of Scott David Guthrie dated 5 August 2026;
4. Sealed affidavit of Ursula Jane McKenzie dated 5 August 2026; and
5. Order of Wheatley J made on 5 August 2026.

We have split the affidavit of Michael Joe Botica dated 5 August 2026 into two parts, due to the file size. We will send each of those two parts in separate emails.

Regards

Heath Cruden
Associate

	T +61 7 3338 7936
	M +61 448 988 473
	E HCruden@thomsons.com.au
	Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000 Australia thomsons.com.au

From: Cruden, Heath
Sent: Friday, 7 August 2026 10:29 AM
To: 'info@adamwatson.au'; ADAM WATSON
Cc: 'Guthrie, Scott'
Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Attachments: 2026.08.05 Sealed Affidavit of Michael Joe Botica affirmed 05.08.26 (96944422)_Part_1.pdf

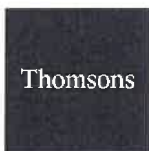
Tracking:	Recipient	Delivery
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	ADAM WATSON	
	'Guthrie, Scott'	Delivered: 7/08/2026 10:30 AM
	'Dispute regarding Share Sale Agreement _6507977 _ E_Mail'	

Dear Mr Watson

Further to the below email, we **attach**, by way of service, affidavit of Michael Joe Botica dated 5 August 2026 (1/2).

Regards

Heath Cruden
Associate

	T +61 7 3338 7936 M +61 448 988 473 E HCruden@thomsons.com.au Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000 Australia thomsons.com.au
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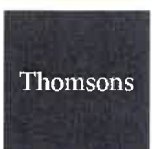
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Cc: 'Guthrie, Scott'
Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Attachments: 2026.08.05 Sealed Affidavit of Michael Joe Botica affirmed 05.08.26 (96944422)_Part_2.pdf

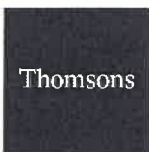
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	'ADAM WATSON'	
	'Guthrie, Scott'	Delivered: 7/08/2026 10:30 AM
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Further to the below email, we **attach**, by way of service, affidavit of Michael Joe Botica dated 5 August 2026 (2/2).

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Heath Cruden
Associate

	T +61 7 3338 7936 M +61 448 988 473 E HCruden@thomsons.com.au Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000 Australia thomsons.com.au
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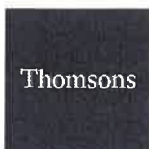
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Cc: 'Guthrie, Scott' <sguthrie@thomsons.com.au>
Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

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Associate

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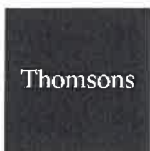
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Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

Plaintiffs

ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as **"SDG-5"** in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)	Michael Joe Botica, Stephen Brian Coleman, John Leslie		
Prepared by (name of person/lawyer)	O'Toole, Grassland Properties Pty Ltd ACN 106 656 802,		
Law firm (if applicable)	Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs		
Tel	+61 7 3338 7516	Fax	07 3338 7599
Email	sguthrie@thomsons.com.au		
Address for service	c/- Thomsons		
(include state and postcode)	Level 28, One Eagle – Waterfront Brisbane		
	1 Eagle Street		
	BRISBANE QLD 4000		

From: Microsoft Outlook
To: info@adamwatson.au; ADAM WATSON
Sent: Friday, 7 August 2026 10:27 AM
Subject: Relayed: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

info@adamwatson.au (info@adamwatson.au)

[ADAM WATSON](mailto:ADAM.WATSON@adamwatson.au) (adam@adamwatson.au)

Subject: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

From: Microsoft Outlook
To: info@adamwatson.au; ADAM WATSON
Sent: Friday, 7 August 2026 10:31 AM
Subject: Relayed: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

info@adamwatson.au (info@adamwatson.au)

[ADAM WATSON \(adam@adamwatson.au\)](mailto:ADAM.WATSON@adamwatson.au)

Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

From: Microsoft Outlook
To: info@adamwatson.au; ADAM WATSON
Sent: Friday, 7 August 2026 10:30 AM
Subject: Relayed: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

info@adamwatson.au (info@adamwatson.au)

[ADAM WATSON](mailto:ADAM.WATSON@adamwatson.au) (adam@adamwatson.au)

Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

From: Adam Watson <info@adamwatson.au>
Sent: Friday, 7 August 2026 10:45 AM
To: Cruden, Heath
Subject: Read: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
FilingDate: 7/08/2026 10:46:00 AM

Your message

To: Adam Watson
Subject: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Sent: Friday, August 7, 2026 10:26:53 AM (UTC+10:00) Brisbane

was read on Friday, August 7, 2026 10:45:24 AM (UTC+10:00) Brisbane.

From: ADAM WATSON <adam@adamwatson.au>
Sent: Friday, 7 August 2026 10:45 AM
To: Cruden, Heath
Subject: Read: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

Your message

To: ADAM WATSON
Subject: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Sent: Friday, August 7, 2026 10:26:53 AM (UTC+10:00) Canberra, Melbourne, Sydney

was read on Friday, August 7, 2026 10:45:24 AM (UTC+10:00) Canberra, Melbourne, Sydney.

From: Adam Watson <info@adamwatson.au>
Sent: Friday, 7 August 2026 11:08 AM
To: Cruden, Heath
Subject: Read: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

Your message

To: Adam Watson
Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Sent: Friday, August 7, 2026 10:29:10 AM (UTC+10:00) Brisbane

was read on Friday, August 7, 2026 11:08:14 AM (UTC+10:00) Brisbane.

From: ADAM WATSON <adam@adamwatson.au>
Sent: Friday, 7 August 2026 11:08 AM
To: Cruden, Heath
Subject: Read: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

Your message

To: ADAM WATSON
Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Sent: Friday, August 7, 2026 10:29:10 AM (UTC+10:00) Canberra, Melbourne, Sydney

was read on Friday, August 7, 2026 11:08:18 AM (UTC+10:00) Canberra, Melbourne, Sydney.

From: Adam Watson <info@adamwatson.au>
Sent: Friday, 7 August 2026 1:13 PM
To: Cruden, Heath
Subject: Read: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

Your message

To: Adam Watson
Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Sent: Friday, August 7, 2026 10:30:06 AM (UTC+10:00) Brisbane

was read on Friday, August 7, 2026 1:13:24 PM (UTC+10:00) Brisbane.

From: ADAM WATSON <adam@adamwatson.au>
Sent: Friday, 7 August 2026 1:13 PM
To: Cruden, Heath
Subject: Read: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]

Your message

To: ADAM WATSON
Subject: RE: In the matter of Pioneer Lakes Pty Ltd [T-Legal.FID4868453]
Sent: Friday, August 7, 2026 10:30:06 AM (UTC+10:00) Canberra, Melbourne, Sydney

was read on Friday, August 7, 2026 1:13:28 PM (UTC+10:00) Canberra, Melbourne, Sydney.

Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

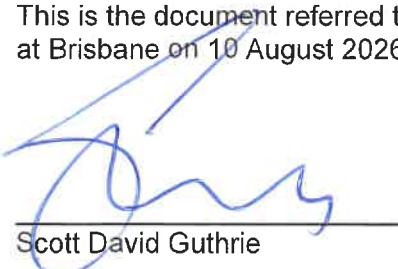
Plaintiffs

ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as “SDG-6” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)

Prepared by (name of person/lawyer)

Law firm (if applicable)

Tel +61 7 3338 7516

Email sguthrie@thomsons.com.au

Michael Joe Botica, Stephen Brian Coleman, John Leslie
O'Toole, Grassland Properties Pty Ltd ACN 106 656 802,
Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs

Scott David Guthrie

Thomsons

Fax 07 3338 7599

Address for service
(include state and postcode)

c/- Thomsons
Level 28, One Eagle – Waterfront Brisbane
1 Eagle Street
BRISBANE QLD 4000

From: ADAM WATSON <adam@adamwatson.au>
Sent: Tuesday, 4 August 2026 8:59 PM
To: Associate WheatleyJ; Cruden, Heath
Cc: Guthrie, Scott; ADAM WATSON; Adam Watson
Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [SEC=OFFICIAL] [T-LEGAL.FID4868453]
Attachments: Letter+to+Buyer+-+Form+484+for+Signing+(005).pdf

Dear Associate,

I refer to your email of 6:31pm this evening listing this matter for hearing at 2:15pm tomorrow, 5 August 2026, and to the emails from Mr Guthrie of Thomsons sent at 6:13pm, 6:16pm and 6:42pm. I am the intended First Defendant and the current director of Pioneer Lakes Pty Ltd. I am self-represented. I would be grateful if you could place this correspondence before her Honour.

The material I hold

The only document I have received is the Certificate of Urgency. I have not been served with an Originating Application, any affidavit, or any draft orders. I note from Mr Guthrie's email of 6:42pm that the Originating Application and affidavits are yet to be filed, and are to be filed by 10:30am tomorrow.

No sworn evidence has therefore been filed or served in this proceeding. The Certificate of Urgency contains a number of factual assertions — including an assertion that I have withdrawn funds from an account maintained by the Company — which are not supported by any affidavit and which I do not accept. I am asked to answer those assertions tomorrow afternoon without having seen the evidence said to support them.

I would be assisted if the Court could indicate the time at which the Certificate of Urgency was lodged.

Correspondence to date

Until this evening my understanding was that McKays Solicitors acted for the plaintiffs. All correspondence I have received in relation to the register of the Company has come from McKays, most recently a letter dated 30 July 2026 enclosing a Form 362 and a Form 484 for execution. No notice was given to me that Thomsons had been engaged, and no letter foreshadowing an urgent application was sent to me at any time.

The matters raised in the Certificate of Urgency have been known to the plaintiffs since at least 28 July 2026. The first I heard of any application to this Court was at 6:13pm this evening.

Undertaking

So that the Court has this at the outset: I do not intend to take any further step in relation to the Company or its assets while this dispute remains unresolved, and I am willing to give an undertaking to the Court in those terms, without admission.

I understand caveats have been lodged over the property by the plaintiffs. Those caveats, together with the undertaking I offer, preserve the position of all parties pending the resolution of this matter.

Orders sought

On that basis I respectfully ask that the hearing tomorrow be confined to procedural directions, and that the following orders be made:

1. That the plaintiffs serve on me by email at adam@adamwatson.au all documents filed in this proceeding, including the Originating Application and all affidavits, within 14 days.
2. That I have 14 days from the date of service in which to file and serve any responding material.
3. That the matter be referred to mediation to be held within 28 days.
4. That the caveats lodged over the property remain in place until this matter is resolved.
5. That Brett be excluded from these proceedings and make no contact with me in relation to them.

I consent to service on me by email at adam@adamwatson.au, and if the plaintiffs also consent to service by email I will serve all documents on them in the same way. I would ask only that service be effected during business hours; documents sent late in the evening cannot practically be answered.

Related proceeding

At 3:45pm this afternoon I lodged an application in the Federal Circuit and Family Court of Australia (Division 2), Sydney Registry. I will provide the proceeding number to chambers and to the plaintiffs as soon as it is allocated.

Appearance

I will attend the hearing at 2:15pm tomorrow and intend to be present and ready from 2:00pm.

I have a vision impairment arising from diabetes, and I have real difficulty reading documents and following proceedings on a small screen. I would therefore be grateful if her Honour would permit me to appear by videolink from the Sydney Registry of the Federal Court, using the Court's videoconference facilities, rather than by Webex from my own device. I am able to attend the Sydney Registry in person and will be there in good time.

If that cannot be accommodated, I will appear using the Webex link provided, but I would ask for the Court's patience if I need a moment to read anything handed up during the hearing.

Service

I confirm that my address for personal service is Unit 106, 36 Malabar Road, South Coogee NSW 2034.

For the same reason, however, I would strongly prefer that all documents be served on me electronically at adam@adamwatson.au. Electronic copies allow me to enlarge the text and read the material properly, which I cannot reliably do with hard copy. I consent to service by email at that address, and I will serve all documents on the plaintiffs by email if they consent to the same.

I am grateful for your assistance.

I'm in Court at the Downing Centre tomorrow until 12:30pm.

Kind Regards,

Adam Watson (he/him/his)

Director

M: 0755142011 E: adam@adamwatson.au

PO Box 1004 Pacific fair QLD 4218

<https://adamwatson.au>



HAVE A LOVELY DAY

From: Guthrie, Scott <sguthrie@thomsons.com.au>

Sent: Tuesday, 4 August 2026 6:42 PM

To: Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>; Cruden, Heath <HCruden@thomsons.com.au>; ADAM WATSON <adam@adamwatson.au>; ADAM WATSON <adam@adamwatson.au>

Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [SEC=OFFICIAL] [T-LEGAL.FID4868453]

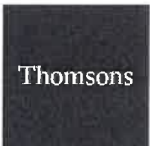
[Confidential]

Dear Associate,

Thank you and noted. We will ensure that the Originating Application and affidavits are filed by 10:30am. We will provide you with eLodgment ID numbers immediately thereafter.

Regards

Scott Guthrie
Partner

	T +61 7 3338 7516
	M +61 421 369 861
	E sguthrie@thomsons.com.au
	Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000 thomsons.com.au

From: Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>

Sent: Tuesday, 4 August 2026 6:31 PM

To: Guthrie, Scott <sguthrie@thomsons.com.au>; Cruden, Heath <HCruden@thomsons.com.au>; adam@adamwatson.au; adam@adamwatson.au

Cc: Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>; Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>

Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [T-LEGAL.FID4868453] [SEC=OFFICIAL]

OFFICIAL

Dear Practitioners

Thank you for providing the certificate of urgency.

This matter has been listed for hearing at 2:15pm tomorrow (5 August 2026). Please note there may be some delay in the Queensland law list being updated to reflect this new listing.

When the originating application and any further documents are filed with the registry, please provide to Chambers eLodgment ID numbers.

Given the urgency of the Plaintiffs' application, and the Plaintiffs' observation that documents may need to be handed up during the hearing, it may be preferable (if possible) that parties attend in person. If parties are unable to attend in person, her Honour is content for parties to appear using the **below** Webex link.

Further, her Honour has requested that parties provide any materials (including draft orders) to Chambers by 10:30am tomorrow.

Kind regards

[Join meeting](#)

More ways to join:

Join from the meeting link

<https://fedcourt.webex.com/meet/JusticeWheatleyCourtroom>

Join by phone or mobile device

(02) 9338 2221 (Australia Toll)

Access code: 2651 829 2901

[Global call-in numbers](#)

Join from a video conferencing system or application

Dial JusticeWheatleyCourtroom@fedcourt.webex.com

You can also dial [210.4.202.4](tel:210.4.202.4) and enter your meeting number.

HEIDI WILLIS

Associate to the Hon. Justice Wheatley

E Associate.WheatleyJ@fedcourt.gov.au

P (07) 3052 4276

FEDERAL COURT OF AUSTRALIA

PO Box 13084, George Street

Brisbane QLD 4003 | www.fedcourt.gov.au



From: Guthrie, Scott <sguthrie@thomsons.com.au>
Sent: Tuesday, 4 August 2026 6:16 PM
To: Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>
Cc: Cruden, Heath <HCruden@thomsons.com.au>; adam@adamwatson.au; adam@adamwatson.au
Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [T-LEGAL.FID4868453]

You don't often get email from sguthrie@thomsons.com.au. [Learn why this is important](#)

Caution: This is an external email. DO NOT click links or open attachments unless you recognise the sender and know the content is safe.

[Confidential]

Dear Associate,

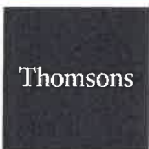
Further to my email below, **attached** is an advance draft of the proposed Originating Application.

We do not know if the First Defendant is in Brisbane.

If her Honour is minded to list the matter tomorrow, we respectfully request that a virtual link be made available to the First Defendant lest he require it.

Regards

Scott Guthrie
Partner

	T +61 7 3338 7516
	M +61 421 369 861
	E sguthrie@thomsons.com.au
	Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000 thomsons.com.au

From: Guthrie, Scott
Sent: Tuesday, 4 August 2026 6:13 PM
To: 'associate.wheatleyj@fedcourt.gov.au' <associate.wheatleyj@fedcourt.gov.au>
Cc: Cruden, Heath <HCruden@thomsons.com.au>; 'adam@adamwatson.au' <adam@adamwatson.au>; 'adam@adamwatson.au' <adam@adamwatson.au>
Subject: In the Matter of Pioneer Lakes Pty Ltd [T-LEGAL.FID4868453]
Importance: High

Dear Associate,

As discussed, **attached** is a Certificate of Urgency submitted in support of a request to have a matter listed urgently tomorrow from 2:00pm (or at any other time of convenience to the Court).

I have cc'ed the intended First Defendant (and his corporate alter-egos, the Second and Third Respondents).

I look forward to hearing from you.

Regards

Scott Guthrie
Partner



T +61 7 3338 7516
M +61 421 369 861
E sguthrie@thomsons.com.au
Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000
thomsons.com.au

This e-mail is for the use of the intended recipient(s) only. If you have received this e-mail in error, please
notify the sender immediately and then delete it. If you are not the intended recipient, you must not use, disclose
or distribute this e-mail without the author's permission. We have taken precautions to minimise the risk of
transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this
e-mail. We cannot accept liability for any loss or damage caused by software viruses.
#####



Your Ref:
Our Ref: LTS:260020648
Reply To: Mackay Office - Lloyd Stanger
Direct Line: (07) 4963 0855
Email: lstanger@mckayslaw.com

Watson, GC Resources Pty Ltd and
Watson Family Corporate Pty Ltd
13/1 Lake Serenity Boulevard
HELENSVALE QLD 4212

30 July, 2026

Urgent

By Email: adam@adamwatson.au

Dear Sir/Madam

Jomist Developments Pty Ltd and Grassland Properties Pty Ltd sale of shares to Watson, GC Resources Pty Ltd and Watson Family Corporate Pty Ltd Pioneer Lakes Pty Ltd (Company)

As you are aware, we act for Jomist Developments Pty Ltd and Grassland Properties Pty Ltd and refer to our correspondence dated 28 July 2026 concerning the Company.

Given that an ASIC Form 106 (Request to Withdraw a Lodged Document) must be lodged in paper form to reverse the unauthorised lodgements, our client requires that the changes are effected by the more immediate method of completing a Form 484.

Accordingly, we **enclose** the following documents for your execution:

1. ASIC Form 362 appointing our office as agent for the Company; and
2. ASIC Form 484 restoring our clients as directors and shareholders of the Company.

We demand the enclosed documents be duly executed and returned to our office no later than **12:00 pm on 31 July 2026**.

Should the documents not be executed and returned by that time, our client will have no alternative but to seek urgent relief to rectify the unauthorised lodgements and protect its interests. In those circumstances, proceedings may be commenced against you without further notice.

Our client's rights are strictly reserved.

Yours faithfully
McKAYS

Per:

Encs

Mackay
34 Wood Street, Mackay Qld 4740 Australia
PO Box 37, Mackay Qld 4740 Australia
F 07 4963 0888 F 07 4963 0889 E mackay@mckayslaw.com

Liability limited by a scheme approved
under Professional Standards Legislation.

McKays NQ Pty Ltd (ACN 604 643 709)

www.mckayslaw.com

Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

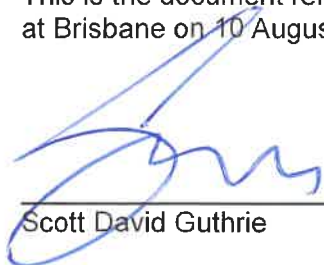
Plaintiffs

ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as “SDG-7” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)	Michael Joe Botica, Stephen Brian Coleman, John Leslie		
Prepared by (name of person/lawyer)	O'Toole, Grassland Properties Pty Ltd ACN 106 656 802,		
Law firm (if applicable)	Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs		
Tel	+61 7 3338 7516	Fax	07 3338 7599
Email	sguthrie@thomsons.com.au		
Address for service	c/- Thomsons		
(include state and postcode)	Level 28, One Eagle – Waterfront Brisbane		
	1 Eagle Street		
	BRISBANE QLD 4000		

From: ADAM WATSON <adam@adamwatson.au>
Sent: Sunday, 9 August 2026 4:21 PM
To: Associate WheatleyJ
Cc: Guthrie, Scott; NSW Reg
Subject: QUD492/2026 – Urgent Concern Regarding Conduct of Mr Guthrie – Request for Court-Supervised Communication Only

Dear Justice Wheatley,

I write to bring to Your Honour's attention concerning conduct by Mr Guthrie that occurred this afternoon (Sunday).

Mr Guthrie has contacted me in a manner that I experience as stalking and intimidation. I am currently unwell due to my diabetes. The stress of this contact has worsened my condition, and I am attending Prince of Wales Hospital (Randwick) for medical attention. I will inform the treating doctor of the events of this afternoon and provide a copy of Mr Guthrie's email so that the impact on my physical and mental health is properly documented.

I respectfully request that:

1. Mr Guthrie be directed not to communicate with me directly by email or any other means, except through the Court or as formally directed by the Court.
2. Any future documents intended for me be served only at my residential address: Unit 106/36 Malabar Road, South Coogee NSW 2034. I do not accept service or further correspondence by email.
3. All future communications from me to Mr Guthrie (if any are required) will be copied to the Court.

I have previously asked Mr Guthrie to cease direct contact. I reiterate that request. Should the conduct continue, I reserve my right to apply to the NSW Local Court for an Apprehended Violence Order and, if appropriate, to raise the matter with the Legal Services Commissioner of Queensland.

I ask Your Honour to ensure that communication between the parties is conducted only through proper Court channels so that all parties are treated fairly and the integrity of the process is maintained. I am concerned that the present situation is adversely affecting my mental health, and I believe it is important that the Court is aware of these circumstances.

Should it not be possible for these concerns to be addressed, I will consider whether it is appropriate to raise the matter with the Chief Justice.

Thank you for your attention to this urgent matter.

Yours faithfully,

Adam Watson (he/him/his)

Director

M: 0755142011 E: adam@adamwatson.au

PO Box 1004 Pacific fair QLD 4218

<https://adamwatson.au>



HAVE A LOVELY DAY

From: Guthrie, Scott <sguthrie@thomsons.com.au>
Sent: Sunday, 9 August 2026 3:56 PM
To: ADAM WATSON <adam@adamwatson.au>
Cc: Adam Watson <Info@adamwatson.com.au>; Cruden, Heath <HCrudden@thomsons.com.au>
Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [SEC=OFFICIAL] [T-LEGAL.FID4868453]

[Confidential]

Dear Mr Watson,

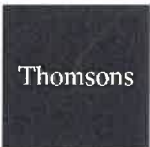
I do not consider your email to be without prejudice.

I repeat my request. If you do not want to formally serve the proceedings instituted by you, please provide the Court documents to me "informally".

The only way to resolve these matters is for you to discontinue your proceedings (whatever they are) and consent to the final relief sought by our clients in QUD492/2026 (**Proceedings**); as well as consenting to orders that you and the other defendants pay our clients' costs of the Proceedings on terms to be ordered by the Court.

Regards

Scott Guthrie
Partner

	T +61 7 3338 7516
	M +61 421 369 861
	E sguthrie@thomsons.com.au
	Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000
	thomsons.com.au

From: ADAM WATSON <adam@adamwatson.au>
Sent: Sunday, 9 August 2026 3:41 PM
To: Guthrie, Scott <sguthrie@thomsons.com.au>
Cc: ADAM WATSON <adam@adamwatson.au>; Adam Watson <Info@adamwatson.com.au>
Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [SEC=OFFICIAL] [T-LEGAL.FID4868453]

Dear Mr. Guthrie,

These proceedings were issued before your proceedings as no response was given from McKays lawyers.

We are happy to resolve this matter completely with you – can you please schedule a time for a phone call to resolve this whole matter tomorrow.

I wasn't aware this was issued yet – and this is strictly Without Prejudice as I believe there were some stuff that was put in Court documents before Without Prejudice.

So please give us a time to resolve this whole matter tomorrow.

Without Prejudice

Adam Watson (he/him/his)

Director

M: 0755142011 E: adam@adamwatson.au

PO Box 1004 Pacific fair QLD 4218

<https://adamwatson.au>



HAVE A LOVELY DAY

From: Guthrie, Scott <sguthrie@thomsons.com.au>
Sent: Sunday, 9 August 2026 11:46 AM
To: ADAM WATSON <adam@adamwatson.au>
Cc: Cruden, Heath <HCruden@thomsons.com.au>
Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [SEC=OFFICIAL] [T-LEGAL.FID4868453]
Importance: High

[Confidential]

Dear Mr Watson,

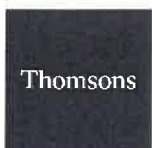
We note that on Friday, 7 August 2026 you issued proceedings against our clients, being proceedings NSD 1440/2026.

As per my email below, I have instructions to accept service of those proceedings by email.

Please serve the proceedings immediately by responding to this email and attaching the Originating Process, the Genuine Steps Statement, the Concise Statement and your affidavit.

Regards

Scott Guthrie
Partner



T +61 7 3338 7516
M +61 421 369 861
E sguthrie@thomsons.com.au
Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000
thomsons.com.au

From: Guthrie, Scott
Sent: Tuesday, 4 August 2026 9:09 PM
To: ADAM WATSON <adam@adamwatson.au>

Cc: Cruden, Heath <HCruden@thomsons.com.au>

Subject: Re: In the Matter of Pioneer Lakes Pty Ltd [SEC=OFFICIAL] [T-LEGAL.FID4868453]

Dear Mr Watson,

We are instructed that you may serve any proceedings you may have filed today in the Federal Court on our firm - at my email address.

Please serve those documents as soon as possible.

Regards
Scott Guthrie
Partner
Thomsons
Sent from my iPhone

On 4 Aug 2026, at 20:59, ADAM WATSON <adam@adamwatson.au> wrote:

Dear Associate,

I refer to your email of 6:31pm this evening listing this matter for hearing at 2:15pm tomorrow, 5 August 2026, and to the emails from Mr Guthrie of Thomsons sent at 6:13pm, 6:16pm and 6:42pm. I am the intended First Defendant and the current director of Pioneer Lakes Pty Ltd. I am self-represented. I would be grateful if you could place this correspondence before her Honour.

The material I hold

The only document I have received is the Certificate of Urgency. I have not been served with an Originating Application, any affidavit, or any draft orders. I note from Mr Guthrie's email of 6:42pm that the Originating Application and affidavits are yet to be filed, and are to be filed by 10:30am tomorrow.

No sworn evidence has therefore been filed or served in this proceeding. The Certificate of Urgency contains a number of factual assertions — including an assertion that I have withdrawn funds from an account maintained by the Company — which are not supported by any affidavit and which I do not accept. I am asked to answer those assertions tomorrow afternoon without having seen the evidence said to support them.

I would be assisted if the Court could indicate the time at which the Certificate of Urgency was lodged.

Correspondence to date

Until this evening my understanding was that McKays Solicitors acted for the plaintiffs. All correspondence I have received in relation to the register of the Company has come from McKays, most recently a letter dated 30 July 2026 enclosing a Form 362 and a Form 484 for execution. No notice was given to me that Thomsons had been engaged, and no letter foreshadowing an urgent application was sent to me at any time.

The matters raised in the Certificate of Urgency have been known to the plaintiffs since at least 28 July 2026. The first I heard of any application to this Court was at 6:13pm this evening.

Undertaking

So that the Court has this at the outset: I do not intend to take any further step in relation to the Company or its assets while this dispute remains unresolved, and I am willing to give an undertaking to the Court in those terms, without admission.

I understand caveats have been lodged over the property by the plaintiffs. Those caveats, together with the undertaking I offer, preserve the position of all parties pending the resolution of this matter.

Orders sought

On that basis I respectfully ask that the hearing tomorrow be confined to procedural directions, and that the following orders be made:

1. That the plaintiffs serve on me by email at adam@adamwatson.au all documents filed in this proceeding, including the Originating Application and all affidavits, within 14 days.
2. That I have 14 days from the date of service in which to file and serve any responding material.
3. That the matter be referred to mediation to be held within 28 days.
4. That the caveats lodged over the property remain in place until this matter is resolved.
5. That Brett be excluded from these proceedings and make no contact with me in relation to them.

I consent to service on me by email at adam@adamwatson.au, and if the plaintiffs also consent to service by email I will serve all documents on them in the same way. I would ask only that service be effected during business hours; documents sent late in the evening cannot practically be answered.

Related proceeding

At 3:45pm this afternoon I lodged an application in the Federal Circuit and Family Court of Australia (Division 2), Sydney Registry. I will provide the proceeding number to chambers and to the plaintiffs as soon as it is allocated.

Appearance

I will attend the hearing at 2:15pm tomorrow and intend to be present and ready from 2:00pm.

I have a vision impairment arising from diabetes, and I have real difficulty reading documents and following proceedings on a small screen. I would therefore be grateful if her Honour would permit me to appear by videolink from the Sydney Registry of the Federal

Court, using the Court's videoconference facilities, rather than by Webex from my own device. I am able to attend the Sydney Registry in person and will be there in good time.

If that cannot be accommodated, I will appear using the Webex link provided, but I would ask for the Court's patience if I need a moment to read anything handed up during the hearing.

Service

I confirm that my address for personal service is Unit 106, 36 Malabar Road, South Coogee NSW 2034.

For the same reason, however, I would strongly prefer that all documents be served on me electronically at adam@adamwatson.au. Electronic copies allow me to enlarge the text and read the material properly, which I cannot reliably do with hard copy. I consent to service by email at that address, and I will serve all documents on the plaintiffs by email if they consent to the same.

I am grateful for your assistance.

I'm in Court at the Downing Centre tomorrow until 12:30pm.

Kind Regards,

Adam Watson (he/him/his)

Director

M: 0755142011 E: adam@adamwatson.au

PO Box 1004 Pacific fair QLD 4218

<https://adamwatson.au>

HAVE A LOVELY DAY

From: Guthrie, Scott <sguthrie@thomsons.com.au>

Sent: Tuesday, 4 August 2026 6:42 PM

To: Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>; Cruden, Heath <HCruden@thomsons.com.au>; ADAM WATSON <adam@adamwatson.au>; ADAM WATSON <adam@adamwatson.au>

Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [SEC=OFFICIAL] [T-LEGAL.FID4868453]

[Confidential]

Dear Associate,

Thank you and noted. We will ensure that the Originating Application and affidavits are filed by 10:30am. We will provide you with eLodgment ID numbers immediately thereafter.

Regards

Scott Guthrie
Partner

T +61 7 3338 7516
M +61 421 369 861
E sguthrie@thomsons.com.au
Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000
thomsons.com.au

From: Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>
Sent: Tuesday, 4 August 2026 6:31 PM
To: Guthrie, Scott <sguthrie@thomsons.com.au>; Cruden, Heath <HCruden@thomsons.com.au>;
adam@adamwatson.au; adam@adamwatson.au
Cc: Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>; Associate WheatleyJ
<Associate.WheatleyJ@fedcourt.gov.au>
Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [T-LEGAL.FID4868453] [SEC=OFFICIAL]

OFFICIAL

Dear Practitioners

Thank you for providing the certificate of urgency.

This matter has been listed for hearing at 2:15pm tomorrow (5 August 2026). Please note there may be some delay in the Queensland law list being updated to reflect this new listing.

When the originating application and any further documents are filed with the registry, please provide to Chambers eLodgment ID numbers.

Given the urgency of the Plaintiffs' application, and the Plaintiffs' observation that documents may need to be handed up during the hearing, it may be preferable (if possible) that parties attend in person. If parties are unable to attend in person, her Honour is content for parties to appear using the **below** Webex link.

Further, her Honour has requested that parties provide any materials (including draft orders) to Chambers by 10:30am tomorrow.

Kind regards

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<https://fedcourt.webex.com/meet/JusticeWheatleyCourtroom>

Join by phone or mobile device

(02) 9338 2221 (Australia Toll)

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Dial JusticeWheatleyCourtroom@fedcourt.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

HEIDI WILLIS

Associate to the Hon. Justice Wheatley

E Associate.WheatleyJ@fedcourt.gov.au

P (07) 3052 4276

FEDERAL COURT OF AUSTRALIA

PO Box 13084, George Street

Brisbane QLD 4003 | www.fedcourt.gov.au

From: Guthrie, Scott <sguthrie@thomsons.com.au>

Sent: Tuesday, 4 August 2026 6:16 PM

To: Associate WheatleyJ <Associate.WheatleyJ@fedcourt.gov.au>

Cc: Cruden, Heath <HCruden@thomsons.com.au>; adam@adamwatson.au; adam@adamwatson.au

Subject: RE: In the Matter of Pioneer Lakes Pty Ltd [T-LEGAL.FID4868453]

You don't often get email from sguthrie@thomsons.com.au. [Learn why this is important](#)

Caution: This is an external email. DO NOT click links or open attachments unless you recognise the sender and know the content is safe.

[Confidential]

Dear Associate,

Further to my email below, **attached** is an advance draft of the proposed Originating Application.

We do not know if the First Defendant is in Brisbane.

If her Honour is minded to list the matter tomorrow, we respectfully request that a virtual link be made available to the First Defendant lest he require it.

Regards

Scott Guthrie
Partner

T +61 7 3338 7516

M +61 421 369 861

E sguthrie@thomsons.com.au

Level 28, One Eagle – Waterfront Brisbane, 1 Eagle Street, Brisbane QLD 4000

thomsons.com.au

From: Guthrie, Scott
Sent: Tuesday, 4 August 2026 6:13 PM
To: 'associate.wheatleyj@fedcourt.gov.au' <associate.wheatleyj@fedcourt.gov.au>
Cc: Cruden, Heath <HCruden@thomsons.com.au>; 'adam@adamwatson.au' <adam@adamwatson.au>; 'adam@adamwatson.au' <adam@adamwatson.au>
Subject: In the Matter of Pioneer Lakes Pty Ltd [T-LEGAL.FID4868453]
Importance: High

Dear Associate,

As discussed, **attached** is a Certificate of Urgency submitted in support of a request to have a matter listed urgently tomorrow from 2:00pm (or at any other time of convenience to the Court).

I have cc'ed the intended First Defendant (and his corporate alter-egos, the Second and Third Respondents).

I look forward to hearing from you.

Regards

Scott Guthrie
Partner

T +61 7 3338 7516
M +61 421 369 861
E sguthrie@thomsons.com.au
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#####

Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others
Plaintiffs

ADAM WATSON and others
Defendants

ANNEXURE CERTIFICATE

This is the document referred to as “SDG-8” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)	Michael Joe Botica, Stephen Brian Coleman, John Leslie	
Prepared by (name of person/lawyer)	O'Toole, Grassland Properties Pty Ltd ACN 106 656 802,	
Law firm (if applicable)	Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs	
Tel	+61 7 3338 7516	Fax 07 3338 7599
Email	sguthrie@thomsons.com.au	
Address for service (include state and postcode)	c/- Thomsons Level 28, One Eagle – Waterfront Brisbane 1 Eagle Street BRISBANE QLD 4000	

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File details

Court: Federal Court of Australia, New South Wales Registry
Number: NSD1440/2026
Title: ADAM WATSON v MICHAEL JOE BOTICA & ORS
Filing Date: 07-Aug-2026
Finalised Date:

Additional options for this file

[List of orders](#)

Existing applications

Application title
Type
Filed
Status
Finalised

-

CORPORATIONS

Other
07-Aug-2026
Open

[Court Events and Orders](#)

No events

[Documents Filed](#)

Date	Time	Document Title	Filed By
------	------	----------------	----------

07-Aug-2026	15:47 Originating Process	ADAM WATSON
07-Aug-2026	15:47 Applicant's Genuine Steps Statement	ADAM WATSON
07-Aug-2026	15:47 Concise Statement	ADAM WATSON
07-Aug-2026	15:47 Affidavit	ADAM WATSON

Parties

Role	Name	End Date
Defendant	Michael Joe Botica	
Defendant	Stephen Brian Coleman	
Case Management Judge	Justice Downes	
Defendant	Grassland Properties Pty Ltd Acn 106 656 802	
Defendant	Jomist Developments Pty Ltd Acn 104 650 526	
Provisional Docket	National Operations Registrar	
Defendant	John Leslie O'Toole	
Defendant	Pioneer Lakes Pty Ltd Acn 108 681 563	
Defendant	PIONEER VALLEY SERVICES PTY LTD ACN 142 288 659	
Plaintiff	ADAM WATSON	

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Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

Plaintiffs

ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as “SDG-9” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)	Michael Joe Botica, Stephen Brian Coleman, John Leslie O'Toole, Grassland Properties Pty Ltd ACN 106 656 802, Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs		
Prepared by (name of person/lawyer)	Scott David Guthrie		
Law firm (if applicable)	Thomsons		
Tel	+61 7 3338 7516	Fax	07 3338 7599
Email	sguthrie@thomsons.com.au		
Address for service (include state and postcode)	c/- Thomsons Level 28, One Eagle – Waterfront Brisbane 1 Eagle Street BRISBANE QLD 4000		



Scribefire

Ordered by: Leanne Graham
For: Thomsons
Email: lgraham@thomsons.com.au

TRANSCRIPT OF PROCEEDINGS

O/N CLC002407

FEDERAL COURT OF AUSTRALIA

QUEENSLAND REGISTRY

WHEATLEY J

No. QUD 492 of 2026

MICHAEL JOE BOTICA and OTHERS

and

ADAM WATSON and OTHERS

BRISBANE

2.21 PM, WEDNESDAY, 5 AUGUST 2026

MR M.A. TAYLOR appears for the applicant
MR A. WATSON appears for the respondent

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THIS PROCEEDING WAS CONDUCTED BY VIDEO CONFERENCE

HER HONOUR: Yes. Could I have the appearances, please?

5

MR M.A. TAYLOR: May it please the court. Counsel, name is Taylor, initials M.A. Instructed by Thompsons for the plaintiffs.

HER HONOUR: Yes. Thank you, Mr Taylor. Yes.

10

MR A. WATSON: Watson, for the record, your Honour. I please the court.

HER HONOUR: Yes. Thank you, Mr Watson. I might just ask the court officer either here or in Sydney, whichever is more appropriate, that when Mr Watson is speaking if we could please zoom the camera in a little to see him more clearly on the screen. Thank you. That would be helpful. Yes. Mr Taylor, I think this is your application.

15

MR TAYLOR: Thank you. Could I start by reading the material?

20

HER HONOUR: Yes.

MR TAYLOR: Firstly, there's an originating process.

HER HONOUR: Yes.

25

MR TAYLOR: There are affidavits of Michael Joe Botica, Scott David Guthrie.

HER HONOUR: Sorry, what's the date of Mr Botica's affidavit?

30

MR TAYLOR: Today.

HER HONOUR: Thank you.

MR TAYLOR: Yes. All of the material I believe is dated today.

35

HER HONOUR: Thank you.

MR TAYLOR: So Michael Joe Botica.

40

HER HONOUR: Yes.

MR TAYLOR: Scott David Guthrie.

HER HONOUR: Yes.

45

MR TAYLOR: Ursula Jane McKenzie, M-c-K, Kenzie.

HER HONOUR: Yes.

MR TAYLOR: The plaintiff outline.

HER HONOUR: Yes.

5 MR TAYLOR: And also prepared has been a draft order and draft undertakings.

HER HONOUR: I'm not sure I have the draft undertakings.

10 MR TAYLOR: Your Honour, I'm - - -

HER HONOUR: Just bear with me - - -

MR TAYLOR: I'm - - -

15 HER HONOUR: - - - for a moment.

MR TAYLOR: - - - informed that might be so, but I have a hard copy here to hand up.

20 HER HONOUR: Thank you. Have you provided that document to Mr Watson as well?

MR TAYLOR: No, your Honour, but my solicitor will email a copy of that to Mr Watson now.

25 HER HONOUR: Thank you.

MR WATSON: Your Honour, would we be able to email it to the court because my phone's off and we won't be able to receive the email. Is that possible, your Honour?

30 HER HONOUR: Yes. What I will have – do – because I do need to raise something with your, Mr Watson. I will have – I will ask, please, for your instructor, Mr Taylor, if you could please send it via email copying in Mr Watson so he has it for a later time.

MR TAYLOR: Yes.

35 HER HONOUR: Then my associate will do whatever needs to be done to ensure that it finds its way to the court officer in Sydney, who will then hopefully be able to make arrangements to print it.

40 MR TAYLOR: Thank you.

HER HONOUR: If we need to stand down for a short time while that printing occurs, if the court officer in Sydney could let the court officer in Queensland know that, and we will undertake that as well. Thank you.

45 MR TAYLOR: Thank you.

HER HONOUR: Mr Watson.

MR WATSON: Yes, your Honour.

HER HONOUR: I think I know the answer to this question, but I will ask it. Do you have any material for the purposes of today?

5 MR WATSON: So, your Honour, I believe my friend might have emailed something, but I was at the local court today, so I haven't been able to access it at this stage. But that's not saying he didn't send it to me.

10 HER HONOUR: No. Well, I understand that. I didn't ask you whether you had received the plaintiffs' material. I asked you if you had any material upon which you are relying on.

MR WATSON: Your Honour, not at the – I – in my email to the court this morning, I wasn't being able to provide anything as I only received the application last night at – after 6 o'clock and I couldn't put stuff together. I – was just not possible.

15 HER HONOUR: So the answer is no?

MR WATSON: No, your Honour.

20 HER HONOUR: Thank you.

MR WATSON: Thank you.

25 HER HONOUR: Before you resume your seat, Mr Watson, hopefully the court officer in Sydney will have a document Litigants in Person Practice Note. It's a Practice Note that has been issued in this court. Given the contents of your email, I have had that printed in A3 for you.

30 MR WATSON: Thank you. Thank you, your Honour.

HER HONOUR: Yes.

MR WATSON: Thank you very much.

35 HER HONOUR: To assist you in being able to read that. That is an important document for undertaking litigation if you are going to do so on your own in this court. And I would recommend obviously to you in the strongest possible terms that you read that Practice Note carefully and at least endeavour to understand it. The next question I have for you, Mr Watson, is – I do note that there are – can I call them other active defendants, GC
40 Resources Corporate Pty Ltd and Watson Family Corporate Pty Ltd. Are you appearing or seeking to appear on behalf of those entities?

MR WATSON: Yes, your Honour.

45 HER HONOUR: All right. You would have been aware of the necessity in this court under our Rules for companies – because it was drawn to your attention by my associate; that's why I know you will be aware of it – that a corporation must not proceed in the court other than by a lawyer.

MR WATSON: Yes, I'm aware of that, your Honour. But - - -

HER HONOUR: Yes.

5 MR WATSON: - - - because of the short notice I'm - there was no chance to get representation. But I will seek that representation. I will take that on notice. I believe it was 4 - 4.1, you referred to the Rules.

HER HONOUR: Yes, close. 4.

10

MR WATSON: That's good.

HER HONOUR: 4.01, but yes.

15

MR WATSON: Sorry, 4.01, for the record.

HER HONOUR: No, no.

MR WATSON: For the record.

20

HER HONOUR: No.

MR WATSON: Sorry about that.

25

HER HONOUR: No, that's all right. So do you seek leave for the limited purposes of today to appear of the second and third defendant?

MR WATSON: I do, your Honour, just until we can get representation.

30

HER HONOUR: No.

MR WATSON: But we will - - -

35

HER HONOUR: No, I would not be giving you leave until you get a chance to obtain representation. I would only entertain an application for leave to appear for them today only. You would need to seek leave again if you are, for whatever reason, unable to obtain legal representation on the next occasion.

MR WATSON: So, your Honour, I just request for today's only.

40

HER HONOUR: All right.

MR WATSON: I will get - - -

45

HER HONOUR: Thank you.

MR WATSON: I will have somebody go on the record.

HER HONOUR: All right. Thank you, Mr Watson. Let me just ascertain Mr Taylor's position in relation to that. Mr Taylor, is there any objection to Mr Watson being granted leave just for the purposes of today for the second and third defendant?

5 MR TAYLOR: In the circumstances there's not, your Honour.

HER HONOUR: All right. Thank you, Mr Taylor.

MR WATSON: Thank you.

10

HER HONOUR: All right. I will then grant leave for you, Mr Watson, to appear on behalf of the second and third defendants, but only for today.

MR WATSON: Thank you, your Honour.

15

HER HONOUR: Thank you.

MR WATSON: May I be seated, please?

20 HER HONOUR: Yes. Thank you. I might just – sorry, Mr Watson, do you know if a document has come your way as yet which is a draft of the undertakings that has been given?

25 MR WATSON: Just, I will just turn my phone on. your Honour, I have just been handed a document for the - - -

HER HONOUR: Good.

MR WATSON: Thank you.

30

HER HONOUR: No, that's good. Thank you. It's nice to see things working efficiently. Thank you.

MR WATSON: Thank you.

35

HER HONOUR: Yes, Mr Taylor.

40 MR TAYLOR: Thank you, your Honour. What I propose to do is just touch on the originating process and the draft orders first to give a sense of the shape of the proceeding. And then I will turn to my outline. And through the outline I will then address the evidence at the salient points as it fits into that outline.

HER HONOUR: All right. Thank you. Sorry, I do have your draft order here. Just bear with me for a moment. That's where you're going to start?

45

MR TAYLOR: The originating process.

HER HONOUR: The – sorry. Thank you. Yes.

MR TAYLOR: Yes. I should say, your Honour, by way of overall overview, this is an application firstly for interim injunctive relief and subsequently for final determination of an application which essentially goes to rectifying the ASIC register to record the control of the fourth defendant, which is Pioneer Lakes Pty Limited, to return the control and
5 ownership recorded in the ASIC register of that company to the plaintiffs, the first of the plaintiffs being the directors, the fourth and fifth being the shareholders.

HER HONOUR: Yes.

10 MR TAYLOR: The interlocutory or interim relief which is sought is an order to protect the position of the plaintiffs, the company and third parties in the interim period of time, and to restrain the first defendant from essentially dealing with the company in any way, shape or form or holding himself out to have authority to do so. So the first – in terms of the originating process, the first question – and it's which, in my submission, can be left
15 until the end of today's hearing to work out what the answer is – is whether today's relief be granted on an interim basis without notice, or alternatively that the time for service be abridged and that relief be granted on an interlocutory basis.

HER HONOUR: I think we can probably answer that one fairly shortly, can't we,
20 Mr Taylor? Because even if we abridge service, Mr Watson is here.

MR TAYLOR: Yes.

HER HONOUR: He has not had an opportunity to put on any material. And it could only
25 be in those circumstances if he had such an opportunity that this really could be interlocutory, couldn't it? Otherwise it's – it might not be ex parte but, necessarily, it needs to be interim such that there is a chance for material to come in on the other side, so then consideration can be given to granting relief on potentially an interlocutory basis.

30 MR TAYLOR: Your Honour, I largely agree, save for the plaintiffs have no idea what the first defendant says is actually any proper reason to oppose this relief. And if he in fact today concedes that that's the case for the purposes of - - -

HER HONOUR: That's a different - - -

35 MR TAYLOR: - - - interim relief - - -

HER HONOUR: But that - - -

40 MR TAYLOR: - - - until the hearing.

HER HONOUR: I was going to say that's a different question.

MR TAYLOR: Yes.

45 HER HONOUR: If Mr Watson is prepared to consent to certain orders on an interlocutory basis until the final hearing, then that's a matter for Mr Watson.

MR TAYLOR: Yes.

HER HONOUR: But - - -

MR TAYLOR: Well, that's then the only - - -

5

HER HONOUR: All right.

MR TAYLOR: - - - alternative to what you have suggested in - - -

10 HER HONOUR: All right.

MR TAYLOR: In relation to order 1.

HER HONOUR: I understand that. Thank you.

15

MR TAYLOR: Order 2 - - -

HER HONOUR: Yes.

20 MR TAYLOR: - - - is that service of sealed copies of – and it's broadly the documents in this proceeding, may be effected on the first to third defendants at the email addresses, adam@adamwatson.au and info@adamwatson.com.au. You will see in the course of the affidavit of Mr Botica in particular that there has been recent correspondence with those email addresses. The fact of the parties being in different cities makes that form of
25 communication the most effective. And unless there's some other substantive reason, in my submission, that's the appropriate course.

HER HONOUR: Yes.

30 MR TAYLOR: The third order is then as I have outlined. And the fourth order falls into the same category. I will read out for Mr Watson's benefit, in broad terms, what the relief is that's sought. It's an order that:

35 *The first to third defendants, and each of them, be restrained until further order of this court or written consent of the plaintiffs, by themselves their servants or agents, removing, transferring, encumbering, disposing of or otherwise adversely dealing with any of the assets or money or any property of the fourth defendant, and from causing or permitting such assets or money or property to be so dealt with.*

40 And I notice that – I noted an error – a typographical error in the second line. That should read “assets or money or any property”.

HER HONOUR: Yes. Thank you.

45 MR TAYLOR: But of any property. The second limb is that he is restrained from:

Removing, disposing of, destroying or altering any of the books or records of the fourth defendant. Causing the fourth defendant to enter into any transaction, contract, memorandum of understanding or heads of agreement. Dealing with the

shares in the fourth defendant or appointing any directors or secretary to the fourth defendant. Convening or holding any meeting of the fourth defendant and from passing any resolutions of the fourth defendant. Causing the lodgement with ASIC of any notification of the cessation of a person in the office of director or secretary of the fourth defendant.

HER HONOUR: Would that - - -

MR TAYLOR:

Causing the lodgement - - -

HER HONOUR: Would that also include Mr Watson himself?

MR TAYLOR: It - - -

HER HONOUR: Because hasn't there been requests for him to do that?

MR TAYLOR: It would, and that's why this order is prefaced with the words:

...further order of this court or the written consent of the plaintiffs.

HER HONOUR: I see.

MR TAYLOR: So if he is prepared to accede to that, then that can be done with the written consent of the plaintiffs.

HER HONOUR: Thank you. Yes. Sorry. You were about move on to (g).

MR TAYLOR: Yes. And that is:

Causing the lodgement with ASIC of any notification of the appointment of a person to the office of director or secretary of the fourth defendant. Causing the lodgement with ASIC of notification of any change in the shareholding of the fourth defendant. Causing the lodgement with ASIC of any notification of any change to the registered office address of the fourth defendant. Causing the lodgement with ASIC of any notification of any change to the principal place of business of the fourth defendant. Dealing in any way with the shares in, altering control of or interfering in the management of the fifth defendant.

And then there's a further order at 4, restraining the first defendant from holding himself out to be a director, agent or employee of the fourth defendant. So that takes care of one set of the interim or interlocutory relief sought, which is restraints to comprehensively prevent the first defendant from dealing in any way with the fourth defendant – which I will call the company. The next set of relief, there's:

That by 4 pm on 7 August –

Which is Friday –

the first defendant file an affidavit which deposes to the details of all persons to whom the first defendant has represented that he has authority on behalf of the fourth defendant.

5

HER HONOUR: Can I just interrupt you there, Mr Taylor?

MR TAYLOR: Certainly.

10

HER HONOUR: I did notice that paragraph 5, at least of some of didn't – (d), for example, does, but doesn't seem to have any timeframe on it. Is it meant to have a starting date?

MR TAYLOR: Order 5 is drafted as being a single affidavit.

15

HER HONOUR: Sure.

MR TAYLOR: Which is to be filed by 4 pm - - -

20

HER HONOUR: But do you mean – yes.

MR TAYLOR: Sorry. You were talking - - -

HER HONOUR: Do you mean at any time if the first defendant - - -

25

MR TAYLOR: I do.

HER HONOUR: - - - has represented that he has authority?

30

MR TAYLOR: Yes, your Honour.

HER HONOUR: Yes.

MR TAYLOR: Yes.

35

HER HONOUR: Yes.

MR TAYLOR: Sorry, I misunderstood your question.

40

HER HONOUR: No, no. I may not have been clear.

MR TAYLOR: And that is what's intended.

HER HONOUR: All right. Thank you.

45

MR TAYLOR: So that is, the affidavit will depose to:

The details of all persons to whom the first defendant has represented that he has authority on behalf of the fourth defendant. Details of any bank accounts that the

first to third defendants have opened on behalf of the fourth defendant. All transactions, whether or written or oral, that he or the second and third defendants have caused the fourth defendant to enter into. All dealings regarding shares in or control of the fourth defendant entered into by any of the first to third defendants on or after 3 July 2026. All dealings that he or the second or third defendants have undertaken within or in respect of the fourth defendant's property –

And, sorry, that should be just "with or in respect". So I will read that again:

All dealings that he or the second or third defendants have undertaken with or in respect of the fourth defendant's property and funds including accounting for the current whereabouts of any such property, the details including bank –

I apologise again for that error –

account details of all deposits of the fourth defendant's funds or of the proceeds of dealings mentioned in 5(c) to (3).

And then finally, any material that he wishes to rely on at the final hearing of this application. Now, could I say that the first set of orders from 3 to 4 are largely based on some of the cases dealing with the rectification of the ASIC register.

HER HONOUR: Yes.

MR TAYLOR: And certainly Seabay Kitchen. And I will take your Honour to that case during the course of argument. The second set of obligations at paragraph 5 of comprehensively disclosing what in fact the first defendant has done in respect of the company, are really based on concerns which arise from a case, which is Dragon Property Development and Investment Pty Limited v 183 Eastwood. I will hand that up to your Honour later; I'm not going to refer to it now. But largely what the gravamen of that case is, is that a defendant company was held to be liable for transactions which had been caused by somebody who had wrongly placed themselves on the ASIC register in more or less the same circumstances, the present case.

Where the company, the defendant company, had delayed in seeking to change the register, it was held to be effectively ostensible authority extended in favour of the wrongful purported director, and it caused the company itself to be liable to third parties. And so it's in that regard that we seek the comprehensive detailing of the – all steps that have been taken under purported authority of the fourth defendant. And for the same reason, the risk of ostensible authority, the risk to the company and its current operations, which are completion of a stage in a subdivision near Mackay, the applicants – the plaintiffs seek that the proceeding be expedited and that the originating process be made returnable on notice to the plaintiff on a date to be fixed.

The making of any – or any further interlocutory or final relief. And so certainly the plaintiffs' application is that that should happen, and it could be within 14 days if an affidavit is promptly provided. Your Honour will perhaps be in a better position to determine that question on the timeframes once you have heard the argument and anything that the first defendant might say. But at this - - -

HER HONOUR: Well, I - - -

MR TAYLOR: Sorry.

5

HER HONOUR: I can tell you this much, Mr Taylor, and you will either be pleased or not, but it probably won't be me. I'm hearing this matter today because I'm the Corporations and Commercial duty judge for this week, and it has been brought on urgently. It is likely to not – well, not be allocated to me as the docket judge who will actually hear it. Of course it may, but I suspect given the time within which the parties would seek a hearing, I suspect it won't be me. Doing your best, Mr Taylor, how long do you think you would need for the final hearing?

15

MR TAYLOR: Your Honour, if it's simply by way of affidavit then it's a day.

HER HONOUR: There would have to be some cross-examination, wouldn't there?

20

MR TAYLOR: But assuming that there's going to be cross-examination, as I do, I think two days is entirely sufficient.

HER HONOUR: Yes. No. Thank you.

25

MR TAYLOR: And I would say that of course the first defendant and indeed the second and third defendants obviously have every right to pursue any opposition to the application that they wish. But, equally, if – as appears certainly from the plaintiffs' evidence – there is no basis to oppose these orders, it would be a considerable saving of time for all parties and likely money in terms of costs for the defendants, if they were to accede to this application and recognise that the control of the company as registered with ASIC should be returned to the rightful directors and shareholders. I would further say, particularly for Mr Watson's benefit, that that doesn't, certainly on the documents as I read them, compromise any claim or right that the defendants might otherwise say they have in regard to the transaction which has, at least on the plaintiff's case, been terminated for sale of the shares in the company.

35

HER HONOUR: As you say, any – I will just say any possible – I'm trying to stay neutral – engagement with ASIC in relation to the registers is a separate and distinct issue as to what, if anything, flows from the share sale agreement.

40

MR TAYLOR: Yes. Thank you, your Honour. I understand that. And then that leads to the final - - -

HER HONOUR: That's not for your benefit, Mr Taylor. That's for the benefit of Mr Watson, who I trust is keenly listening in to your argument so that he can respond.

45

MR TAYLOR: Thank you. And then the final relief is set out in paragraph 8 and onwards, and it's – paragraph 8 is a set of orders which seek that:

The form 484 –

And that's the change of directors and shareholders –

be removed from public view with ASIC, and that the register be corrected to list the plaintiffs as the true directors and shareholders.

5

There's then, from (f) through to (g), slightly distinct relief which is that:

A new corporate key be issued, and the previous key cancelled.

10 We understand that there must have been access to that corporate key in order for Shelf Companies Australia to register itself as an ASIC agent for the company. And we seek that their registration also be removed.

15 HER HONOUR: Mr Taylor, sorry I am – I have had while you have been speaking – because it works so efficiently with your draft undertakings, I have also had your draft form of order in Sydney printed and provided to Mr Watson, which I think he's studying now. I'm a little concerned that Mr Watson may not be completely listening to what you're saying or in fact any of the argument at the moment. And that obviously is of concern to me because I'm not sure he will then be in a proper position to respond. What I
20 might just do, I might ask if the court officer in Sydney could please be provided also with your originating application, so that then Mr Watson can have a printed version of that and take a few moments to read in particular the interim and interlocutory relief, which are paragraphs 1 to 7. I might do that when I come back.

25 MR TAYLOR: Yes.

HER HONOUR: I'm just concerned to have the engagement of the defendant because otherwise it will make it difficult.

30 MR TAYLOR: I thank you for that, your Honour.

HER HONOUR: So what I might do is stand down for 10 minutes. I will ask my associate please to liaise with the court officers and have the originating application provided as well. Because as you have been explaining, Mr Taylor, it does set out what is
35 sought at least for the purposes of today, and then any final relief. And an inquiry should at least be made of Mr Watson as to what his view is because it may shorten things, it may not.

40 MR TAYLOR: Yes. Thank you, your Honour.

HER HONOUR: All right. Please stand down for 10 minutes.

45 **ADJOURNED**

[2.49 pm]

RESUMED

[3.02 pm]

HER HONOUR: Yes. Thank you. Hopefully, Mr Watson, that will allow you a bit of time to have read those documents and listen a little more closely to Mr Taylor's submissions, because it will help me if you can then respond to what it is that Mr Taylor says.

5

MR WATSON: Yes, your Honour.

HER HONOUR: Thank you.

10 MR WATSON: Thank you.

HER HONOUR: Yes, Mr Taylor.

15 MR TAYLOR: Thank you, your Honour. I'm going to change gears a little bit and go to the key documents in the affidavit of Mr Botica. I understand that the first defendant doesn't have a copy of that affidavit. It's a 500-page affidavit.

HER HONOUR: Yes, I wasn't going to print that for him.

20 MR TAYLOR: And - - -

HER HONOUR: You had better just go through a highlights reel of it. Can I start with this. Why is there without-prejudice privileged communications in that document?

25 MR TAYLOR: Your Honour, the documents - - -

HER HONOUR: And how do you get them in under 131 of the Evidence Act?

30 MR TAYLOR: The documents which are marked "without privilege", in my submission, are not without privilege, as they don't make any offer to in fact settle any controversy.

HER HONOUR: I see. So you say that that label has been inappropriately placed?

MR TAYLOR: Yes.

35

HER HONOUR: Okay. Thank you.

MR TAYLOR: There was other without-prejudice correspondence which hasn't been included, because it wasn't the case. They were truly matters - - -

40

HER HONOUR: Sure.

MR TAYLOR: - - - which were of a without-prejudice nature.

45 HER HONOUR: I had noticed that there were some redactions in the material as well.

MR TAYLOR: Yes. Thank you.

HER HONOUR: Yes.

MR TAYLOR: If I could then turn – I will just go to the exhibits to Mr Botica's affidavit. First, page 18, you will see, is the commencement of the problematic document itself, which is a current and historical search for the company.

HER HONOUR: Yes.

MR TAYLOR: I've got a hard copy that can be handed up to your Honour if it would assist.

HER HONOUR: No.

MR TAYLOR: No.

HER HONOUR: That's fine. Thank you.

MR TAYLOR: And so at page 19, you will see one of the first changes is that made on 21 July 2026 of the change of registered office from the previous address, which we say is the correct address of 26 Hitech Drive.

HER HONOUR: Why is the date of the change and the registered office and the date of the directors change different?

MR TAYLOR: I don't know, your Honour. I will take you to the Form 484, and it may be that there's a later – that that wasn't included in the Form 484 which is exhibited, because that Form 484 was in fact dated – I think it was 14 July but said to have effect from 3 July, so it may be there was a second document filed.

HER HONOUR: That doesn't sort of follow, though, because they're all given ASIC's number SEMDF9559.

MR TAYLOR: Yes, I see your Honour's point there, and that's not something that I can then address except when we turn to the 484 if that itself identifies any explanation.

HER HONOUR: Yes. Thank you.

MR TAYLOR: Anyway, to page 20, you will see that the director – sole director is recorded as Mr Watson.

HER HONOUR: Yes.

MR TAYLOR: The previous directors, who are said to have ceased on 3 July 2026, are Mr O'Toole, Mr Coleman and Mr Botica, the first three previous directors, who are the first three plaintiffs in this proceeding. You will see Mr Botica was appointed in September 2009, and the other two were appointed in December 2012, demonstrating more than a decade of control of this company. The secretary is also then, on page 21, recorded as Mr Watson, with the most recent previous secretary being Mr O'Toole, one of the plaintiffs in the proceeding. Again, that change was made 3 July. And then the share/interest holding is over the page on page 22, showing Mr Watson as the purported

holder of 40 shares, GC Resources Corporate as the holder of 30 shares, and Watson Family Corporate as the holder of 30 shares. The fourth and fifth plaintiffs are recorded as ceased former shareholders on the bottom of page 22 and the top of page 23.

5 HER HONOUR: Yes.

MR TAYLOR: So that's all I need to trouble you with on that document itself. There are, following that, a number of searches for Grasslands Property and Jomist Developments, which establish that Mr Botica is the sole director of Grassland Properties, and the other
10 two – the second and third plaintiffs are the directors of Jomist Developments. I can take you to those searches if you would like me to.

HER HONOUR: I read those.

15 MR TAYLOR: There's also a search for Pioneer Valley Services. That's mentioned briefly in the affidavit of Mr Botica. Pioneer Valley Services is a wholly owned subsidiary of Pioneer Lakes – that is, the company. It undertakes some limited maintenance and holds some equipment regarding the subdivision. The control of that company hasn't been changed, and so it has been joined as a party, because there is some relief sought in that
20 regard, which I think is at 3(f) of the originating process – sorry, 3(k) of the originating process, which is dealing in any way with the shares and altering control of or interfering in the management of the fifth defendant. So at the moment, for example, the sole employee of that company is Lang Turf, or managing the watering and maintenance of newly laid turf at the development. Likewise, there are searches in the material for GC
25 Resources and for Watson Family Corporate – that's the second and third defendants. I will take you briefly to those.

HER HONOUR: Yes.

30 MR TAYLOR: They start at one hundred and – sorry, before we get there, I will stop at – no, I will take you to those first. That's 123. I apologise, your Honour.

HER HONOUR: Yes.

35 MR TAYLOR: And you will see that at page 126, the current and historical extract for GC Resources Corporate Pty Limited commences. And you will see at page 126 and top of 127 that the sole director of that company is Mr Watson. If we then turn to Watson Family Corporate, which commences at 147, annexure MJB8, you will then see from page 150 and the top of 151 that the sole director of Watson Family Corporate is also Mr
40 Watson, who's also the secretary.

HER HONOUR: Yes.

45 MR TAYLOR: So that's just establishing the linkage between those first three defendants. I would take you then back to page 120 of that affidavit, and that is the current register of members of the company, which is held by the company. That is the company's own internal register, as opposed to the register held by ASIC. It's in the name of Riverside Country Estate Pty Limited. The ASIC search I took you to earlier demonstrates that that's an earlier name - - -

HER HONOUR: Yes.

MR TAYLOR: - - - of the company. You will see, at item 2 on page 121, Jomist
5 Developments is recorded as a member, having 70 shares. That's ultimately as a result of
the third entry under that name, 3.12.12, showing a total of 70 shares held, and there is no
date of cessation of that member. At item 3, there is the – Lesley Bartlett and Tina Bartlett
as trustees of the Squarat Trust. There's no date of cessation there, but it does say PTO,
and then one turns over the page, item 3 is at the top of that page continued, and it shows a
10 date of cessation of that member. And likewise member number 5 shows a date of
cessation, whereas if we turn back to 121, I've mentioned Jomist is a continuing member,
and then item 4 is Grassland Properties Pty Limited. That is the fourth plaintiff and shown
as having a balance of 30 shares, no date of cessation. So to the extent that the register of
members is evidence of what it contains, then that is evidence that the fourth and fifth
15 plaintiffs continue to be the members of the company.

I will then take you – just going in reverse order for a moment, and you will see at page
104 a certificate of registration on change of name, which makes good the proposition
about the change of names. And you will then see that there is a constitution under the
20 former name. The table of contents is at 105, the constitution at 106. I don't wish to take
you through all of that, but if you turn to clause 32 of that constitution, which is on page
109, you will see that this has got some of the common constitutional clauses, particularly
at sub (2), that an instrument of transfer referred to must be executed by or on behalf of
both transferor and transferee, and that a transfer of – transferer of shares remains the
25 holder of the shares transferred until transfer is registered in the name of the transferee
entered in the register of members in respect of the shares. That's, of course, important
given the last document I took you to.

The further documents which are – sorry, I withdraw that. The further clauses which are
30 relevant commence at paragraph 49, and this deals with general meetings of the company's
members. The reason that this is important is that there is a purported resolution of the
members which has been partially executed and is of course an important document in this
matter. But this deals with what is to occur in terms of general meetings of the company –
that is, of its members. The document on its face doesn't suggest that a meeting was held.
35 The evidence in the affidavit of Mr Botica is that no meeting was called, but if it was, you
will see, for example, that at 56(2) there had to be two persons, each being a member or a
proxy present to form a quorum. That would have required both members to be present,
which is inconsistent with only one of the members having signed one of the documents
we will come to. And you will see further, if you care to, in that document that it's the
40 usual voting, which is by show of hands unless a vote is – on the actual shareholdings is
called for.

HER HONOUR: What clause was that?

MR TAYLOR: Clause 61 – there's a show of hands unless a poll is demanded.

HER HONOUR: Thank you.

MR TAYLOR: And there's no evidence of any meetings of minutes which would show the outcome of a vote on show of hands nor of a demand for a poll nor indeed of the outcome of that poll. Then this is a constitution which expressly deals with appointment, removal and remuneration of directors from paragraph 73. And paragraph 75 is particularly relevant, which is that the company may by resolution remove any director and may be resolution appoint another person in his stead, and that is the way that the documents are expressed to work. So in absence of any meeting called, the alternative is – pursuant to the provisions of the Corporations Act, which allow a circulating resolution of members – that all members could have joined in that circulating resolution to make it effective as a resolution of the company, which would have engaged under clause 75. And so those are the only comments I wanted to make about the constitution of the company. If I could then turn, your Honour, to page 298.

HER HONOUR: But there's no evidence either of all members signing the circulating – or a circulating resolution either, is there?

MR TAYLOR: No. The documents which were signed, because this is ex parte, have been put in evidence, but Mr Botica, who is the only person who's a director - - -

HER HONOUR: He says he hasn't sold – he hasn't signed it.

MR TAYLOR: He says expressly he hasn't signed a transfer, he hasn't signed a resolution, and he hasn't resigned as director.

HER HONOUR: Yes. Thank you.

MR TAYLOR: So then at page 298, and indeed commencing at 299, we see the Form 484, by which the changes to the ASIC register have been effected. As your Honour correctly points out, that is recorded as document 6EMDF9559. It affects Pioneer Lakes, the company, and the signature contains a certification that the information in this form is true and complete under the name of Adam Watson, purportedly in the capacity as director, on 3 July 2026. Now, the date of 3 July 2026 is contrary to the date of lodgement, which is up in that stamped box in the top right corner, which shows a lodgement date or dealing time of 14 July.

And indeed your Honour's first question about why the change of address was dated 20 July is perhaps not going to be answered by this document, because the change of address is on page 300 the first thing identified, said to be effective 3 July 2026. And then at item B1, you will see cessation of company office holders, and that purports to cease the office holding of each of the first to third plaintiffs as directors. And also under the last item on page 300, Mr O'Toole is recorded as ceasing both as a director and secretary. Then under B2 is the appointment of Mr Watson as director, with his address being the same as that given for the company.

The changes in registers of member begin from item C4, showing Mr Watson appearing on the register, and at the top of page 302, he's said to have 40 shares. The next registration is Jomist, who are reduced by 70 shares, and then the following is GC Resources, appearing for the first time as 30 shares. Together, those account for the Jomist shares of 70. The next item, at the top of 303, is Grassland Properties, being reduced by its 30 shares, and 30

5 shares going to Watson Family Corporate. So that's the document which the plaintiffs say is not authorised in any way, shape or form, should be removed from public view on the ASIC register, and the changes which it effected should be reversed. I will then turn your Honour to very briefly the heads of agreement and then the share sale agreement, which are, on Mr Botica's evidence, the only engagement between the parties. The heads of agreement is at page 170.

HER HONOUR: Yes.

10 MR TAYLOR: You will see this is for a share sale, hyphen, the name of the company. I will skip over the background and the definitions, but that at – item 1 demonstrates the transaction structure which is to occur, and that is the buyer acquiring 100 per cent of the shares.

15 HER HONOUR: It was effectively to buy the shares to buy the development, wasn't it?

MR TAYLOR: Yes. Yes. The land is owned by the company. The purchase of the shares acquires the development.

20 HER HONOUR: Yes.

MR TAYLOR: And you will see then that the purchase price is set out at item 2, being \$12.5 million plus a lot settlement amount of just over \$4 million, with a deposit of \$2 million.

25 HER HONOUR: Yes.

MR TAYLOR: I would note as well that paragraph or clause 8 at page 176 is relevant. The terms of the heads of agreement are not legally binding save for specific clauses
30 regarding the plaintiffs seeking to extend development approvals and exclusivity of the agreement, confidentiality costs and governing law, and there's an obligation to negotiate in good faith – faith to finalise an SSA, but the effect of clause 8 is that there's – no rights could possibly arise as a result of the heads of agreement. The share sale agreement then proceeds from page 182. You will see from the background at 183 effectively that the
35 transaction structure is repeated, with 30, 40 and 30 shares being transferred to the first defendant and his companies. The key points that I want to take you to here are largely at paragraph 10, I believe.

40 HER HONOUR: Paragraph 10. Yes. Completion. The deposit was due, wasn't it, on 4 June?

MR TAYLOR: Yes.

45 HER HONOUR: And there doesn't seem to be any evidence of that being paid. It was originally due for settlement, wasn't it, on 18 June?

MR TAYLOR: Yes, I think that's right, your Honour.

HER HONOUR: And there seems to have been – I don't know if there was any formal extensions, but there does seem to have been at least some correspondence to suggest some extensions.

5 MR TAYLOR: Your Honour, I agree that it's not clear.

HER HONOUR: No.

10 MR TAYLOR: And there were repeated assurances that money was going to be paid, which I think one can infer, as time goes on, was the whole of the purchase price.

HER HONOUR: Yes.

15 MR TAYLOR: But it didn't occur. The evidence of Mr Botica specifically deposes that he – that no deposit has been paid, and no - - -

HER HONOUR: Yes.

20 MR TAYLOR: - - - completion payment has been paid.

HER HONOUR: Yes. And in fact there's evidence, isn't it, that the agreement has been terminated by the vendors now?

25 MR TAYLOR: Yes. There's written correspondence to that effect – in reliance on the non-payment of the deposit and the completion payment, that the agreement has been terminated.

HER HONOUR: Yes.

30 MR TAYLOR: You will see that the clause 6, which is at page 197, deals with the deposit and its payment to McKays, and the deposit is defined in the earlier section as \$2 million.

HER HONOUR: Yes.

35 MR TAYLOR: The development is largely covered at item 9 from page 203. I won't take you too much to that. But important are the provisions at page 204 under clause 10, which deal with completion. And firstly clause 10.2 deals with the steps that are – be – to be taken at or prior to completion in regard to corporate approval of the sale of shares and the resignation of directors and so forth. And 10.3 is equally relevant in interpreting those and
40 understanding what occurred in that it is only at completion that share certificates are to be provided; that duly completed forms of transfer and sale of the shares to the buyers capable of registration are to be provided; that the corporate records are to be provided, that at item G, which is on 205, the written resignations of each director and secretary are to be provided; and possession and all other matters are to be provided.

45 On page 205, paragraph 10.6 is also highly relevant, and that provides that if the buyers or sellers fail to fully comply with obligations and the parties do not achieve completion, then each party must return to the other all documents delivered to it under this clause, repay all payments, do everything required to reverse any action taken under this clause, all of

which is without prejudice to any other rights that the parties might have. And so I've described that in the submissions as a contractual allocation of risk in the case of failure of the transaction, and that is to return the parties to the status quo by reversing any element of the transaction which has occurred but without prejudice to other rights, whether they be claims for damages one way or the other, indeed whether they be claims for specific performance if there was a basis for that.

There's a final payment at item 11. That is a – essentially a balancing payment to account for cash at hand and the likes. The provisions at paragraph 12 are also of some relevance, particularly 12.1, that the sellers must use their reasonable endeavours to assure the – ensure the company and subsidiary carry on business as a going concern until completion following ordinary and usual practice and with due care. Those matters are an alternative. If it is argued for some reason that completion hasn't failed but is yet to occur, then this provides the regime which is that it's the seller's obligations to continue to maintain the business, not for the purchasers, being the defendants, to acquire control of the business and operate it pending completion.

HER HONOUR: So you say even if the contract hasn't been terminated, this is how it should continue?

MR TAYLOR: Yes.

HER HONOUR: Thank you.

MR TAYLOR: Certainly 10.6, in my submission, rules the roost in terms of the facts at hand, but 12.1 is effectively to the same end. Those are the matters I wish to turn to there apart from – I will go back to the definitions, because I missed – repeating that the share purchase price – this is at page 192 – is stated as \$12.515 million. And there's also a further \$4 million which is called here the lot settlement amount on page 190, which is A\$4,018,000, and 18 – \$4,018,010, which is an additional lump sum payable at completion in respect of the value of the stage which is currently under development.

So that gels with the heads of agreement, and together those sums, less any adjustments or plus any adjustments, amount to the obligations that the defendants were under at completion or, in the case of the deposit, prior to completion. As I say, the evidence is that not a cent has been paid towards those obligations. Now, the only documents in existence which might arguably be said to have any effect on the circumstances and the ongoing control and ownership of the company are those documents which were partially executed in preparation for what was perceived to be settlement, imminent settlement at the time. If I could turn, your Honour, to pages 520 to 525 in the first instance, just to show you the context in which they were created.

HER HONOUR: Yes. This is the email from McKays, is it?

MR TAYLOR: Yes, it's the email chain.

HER HONOUR: Yes.

MR TAYLOR: And I will just start with the one at the top of page 522, and we will work in reverse order over the earlier email. But at the bottom of 521, you will see the date of this email from Ms McKenzie is 24 June 2026. She says to Lloyd, who is one of the solicitors from McKays Solicitors:

5 *Hi Lloyd,*

10 *I can't get a straight answer out of Adam. However, at this stage, we assume we will settle tomorrow. It would be appreciated if you could send me all the documents you've drafted, substituting GC Resources Corporate for GC Resources.*

And then from that, with that proposed settlement imminent, the following day, Mr Stanger of McKays then on 25 June at 9.02 am says:

15 *Please find attached the share documentation packs.*

20 And those are said to be three items, the change to office holder of Pioneer Lakes; the share transfer pack, which deals with transfer of the shares in Pioneer Lakes; and then, third, the change of office holders of Pioneer Valley Services. Now, I will turn and just pause there to the affidavit of Ms Ursula McKenzie, who deals with this. She deposes to the following in regard to that share pack. She says at paragraph 4 that she sent an email of those PDFs to Mr Watson on 25 June 2026 on the expectation that completion was imminent. At paragraph 5, she explains what that share pack was. At 6, she notes that completion did not occur.

25 And then she explains at paragraph 7 how these documents came to be executed and what happened to them. And she says first that settlement was to be on the following Monday, 13 July. So from that, it appears that 10 July was the Friday. And she says she arranged Mr Coleman and Mr O'Toole to sign in anticipation of completion and told Mr Watson that Mr Botica would sign on the day of completion. Mr Watson, who was at the offices of Pioneer Lakes, suggested that he sign because he was there, and he did then sign those documents. I will turn to the documents in the affidavit of Mr Botica, but Ms McKenzie also importantly says that until these affidavits – those documents were not scanned – that is, the partially executed transaction documents were not scanned nor taken out of 26 Hitech Drive, Kunda Park.

35 And so the inference that we would seek to be drawn from that is that they were essentially held in escrow pending being dealt with at completion in accordance with the terms of the share sale agreement, and that's paragraphs 10.2 and 10.3 that I referred to. You will see in a moment that those documents aren't signed by Mr Botica, which further strengthens that inference on the basis that partially executed documents in their form as they stand are of no legal effect. So turning then to those documents, they are at page 498 and following of the affidavit of Mr Botica - - -

45 HER HONOUR: Yes.

MR TAYLOR: - - - I believe. Yes.

HER HONOUR: 499. 498 - - -

MR TAYLOR: Yes.

HER HONOUR: - - - is – yes.

5

MR TAYLOR: So just dealing with them in some detail, the first at page 499 is the resolution of members for change of director, making good the proposition that I first raised, which is that the change of directors was intended to occur by way of a resolution of members. The members are recorded here as Jomist and Grasslands, and the business which is to be – to occur by way of this resolution, and it should be inferred that it was a circulating resolution, is to accept the resignation of the three directors as directors and secretary and also – in the "proposed resolution" box – also to appoint Adam Watson as director and secretary of the company in accordance with his consent to act.

10

15

As you see, not dated, but signed by Coleman and O'Toole, not signed on behalf of Jomist, not signed by Grassland Properties. And I will take you to section 249A of the Corporations Act, but that says that a circulating resolution must be signed by all members entitled to vote. So in the absence of a signature on behalf of Grassland, this is of no effect. The next document, at 500, is the resignation of Mr Coleman and signed by him, again not dated. The most important part to take from this is the effective date, which states that the resignation is to take effect on completion of the share sales in the company – dot, dot, dot – pursuant to the share sale agreement that we've already discussed. So absent - - -

20

25

HER HONOUR: So whereabouts is that?

MR TAYLOR: That's page 500, the box that states "effective date".

HER HONOUR: Yes. Thank you.

30

MR TAYLOR: Which, of course, is a critical aspect, your Honour, because completion not having occurred, resignation hasn't occurred. Even if this document was somehow binding, had been released rather than held in escrow, the resignation was not effective, because there has been no completion.

35

HER HONOUR: Yes.

MR TAYLOR: The next document, at 501, is in the same terms – Mr Botica – not signed, your Honour, which is consistent with his evidence that says he didn't sign any such documents. At 502, there's a resignation in the same terms of Mr O'Toole, again not signed. Again, the - - -

40

HER HONOUR: Sorry.

45

MR TAYLOR: - - - effective date - - -

HER HONOUR: It is - - -

MR TAYLOR: - - - is critical and only takes - - -

HER HONOUR: Sorry, Mr O'Toole's is signed.

MR TAYLOR: Pardon me?

HER HONOUR: Mr - - -

MR TAYLOR: It is signed. Yes.

HER HONOUR: Yes.

MR TAYLOR: It is signed but not dated.

HER HONOUR: Yes.

MR TAYLOR: And I apologise if I misspoke on that.

HER HONOUR: No, no, I thought you said it's not signed, but you may not have.

MR TAYLOR: Signed but not dated.

HER HONOUR: Yes.

MR TAYLOR: And again the effective date is critical – that it doesn't take effect until completion of the share sales pursuant to the share sale agreement. So again it has no effect. Mr O'Toole is still, along with his two fellow directors, a director legally and in accordance with the constitution of the company.

HER HONOUR: Yes.

MR TAYLOR: There's then a consent to act from page 503 - - -

HER HONOUR: Yes.

MR TAYLOR: - - - of Mr Watson. Over the page, that is signed but not dated. Again, even if it's – it is only a consent. It is not an appointment document. The appointment, as we saw in regard to the constitution, must occur by means including a meeting of members. So when one turns back to the resolution at 499, which is not effective because not signed by all members, then clearly the legal conclusion is that there has been no valid appointment of Mr Watson as director. We then turn to the resolution of sole director at page 506, which purports to approve share transfers. That's signed by Mr Watson, again not dated but signed by him as sole director.

Again, it follows from the matters that I've just discussed with you, your Honour, that that is not valid, because firstly Mr Watson was not validly appointed, but secondly there remained three other directors who, in our submission, were the only directors, but even if there was an appointment of Mr Watson, there were four directors, and he could not make a sole director's resolution of any valid effect. The share transfers are then – for Pioneer Lakes on behalf of Jomist are then at pages 507 and 508, signed by both parties but not

dated. No date of purchase is recorded therein, and that's the same for both page 507 and 508, which are the transfer of Jomist's 70 shares, in part to Mr Watson and in part to GC Resources. You will recall that you've seen the register of shareholders of the company - - -

5

HER HONOUR: Yes.

MR TAYLOR: - - - which hasn't reflected any such change. You will reflect on the fact, your Honour, that the evidence is there has been no consideration paid for shares in a company for which those shares were agreed to exchange for \$16 million. You will then see at page 509 that the share transfer form for Grassland Properties is there. It's executed by Mr Watson but not executed by the sole director of Grassland Properties, Mr Botica, nor is it dated.

15 HER HONOUR: Yes.

MR TAYLOR: We turn over to page 510, and we see share certificates – excuse me – firstly for, on page 510, Adam Watson; secondly, on page 511, for Pioneer – sorry, I withdraw that – for GC Resources; and then thirdly, on page 512, for Watson Family Corporate. Now, at the very least, the transfer to Watson Family Corporate was a purported transfer of the shares of Grassland Properties. That's the share transfer at 509, which is not executed by Grasslands as transferor, and so the share certificate of shares said to be held by Watson Family Corporate at 512 can't be valid, because there was no share transfer instrument.

25

Further, these share certificates are not numbered, they are not dated, and they are purportedly signed by – on behalf of Pioneer Lakes by Mr Watson as sole director/secretary. Again, those cannot be valid on the basis that he is not an appointed director and is certainly not the sole director and secretary. Now, the same – excuse me – the same issue arises in regard to the document at 513, which is Pioneer Valley Services. Now, that's the subsidiary I mentioned which is the fifth defendant. To my understanding, it hasn't been acted on – that is, there has been no Form 484 changing the directors of that company, and we seek a restraint so that there can be no such interference. But again the vice is that that is signed by Mr Watson as sole director of Pioneer Lakes as the wholly owned – the parent company of Pioneer Valley, so again that can't be effective.

You will see over the page that the resignations from Pioneer Valley Services are in the same form as those for Pioneer Lakes – that is, particularly that the effective date is only from completion of the share sales in Pioneer Lakes, and therefore the share – the resignations are not effective. At 514, we admit that there's a signature but undated by Mr Coleman. 515 – no signature by Mr Botica, consistent with his evidence. 516 – a signature by Mr O'Toole. At 517, there's a consent by Mr Watson, but again that is a consent only and ineffective to appoint him as a director absent a valid resolution of the members of the company, which in this case is Pioneer Lakes.

45

So, your Honour, the reason I take you through those is because that is, as I understand it, the highest that a case could be put as to there being some validity behind the Form 484 of the – in regard to Pioneer Lakes, which has removed the ownership and directorship of plaintiffs in favour of the Watson defendants. Now, I've gone through in written form in

my submissions what I've really outlined to you orally, how none of those documents could possibly be effective, and therefore as a matter of law, the directors of the company are the first to third defendants, and the shareholders – members of the company are the fourth to fifth defendants. I note that of the material which was circulated, there were
5 some provisions of the Corporations Act, and I will briefly refer to just one or two of those. In particular, I mentioned section 249. There's a document which is headed Corporations Act 2001 SS169176249A. If your Honour could open that, I will first - - -

HER HONOUR: Can I just go to my Act?

MR TAYLOR: Yes, you certainly can.

HER HONOUR: Thank you.

MR TAYLOR: In fact, that's a – the section 169 just provides - - -

HER HONOUR: Sorry.

MR TAYLOR: - - - for the register of members to be maintained by the company.

HER HONOUR: Sorry, are we going to 249 or 169?

MR TAYLOR: No, firstly 169. I will just - - -

HER HONOUR: Thank you. Yes.

MR TAYLOR: So that is the provision requiring the internal maintenance of a share register for the company and all companies.

HER HONOUR: Yes.

MR TAYLOR: And there is a provision which says that that is prima facie evidence of its contents, which I may come back to. The next provision I wanted to take your Honour to is section 176 – is the evidentiary value of those registers, which is that:

*In ... absence of evidence to the contrary, a register ... is proof of the matters shown –
therein.*

HER HONOUR: Is evidence to the contrary the ASIC search?

MR TAYLOR: One would have to weigh it, because there's a similar - - -

HER HONOUR: But it would be evidence to the contrary, wouldn't it?

MR TAYLOR: Yes. The – there's a similar provision, I think, in respect of the ASIC register itself. So one then has, I guess, duelling evidential – let's call them presumptions. And ultimately my submission is your Honour should determine the question on the facts of the history of the company, which is the long directorship and ownership by the

plaintiffs, and then on the share sale agreement and the events which have occurred under that, including the lack of payment, including the partially executed documents, to determine whether or not there has been any transfer in a legal or valid sense of the shares and the directorship. But 249A was the resolution of members without meetings, and particularly sub (2) makes good the point that I raised as to circulating resolutions requiring a signature by all members.

HER HONOUR: Yes. Thank you.

MR TAYLOR: And just as a convenient point, if I can mention the affidavit of my instructor, Mr Guthrie, not my instructor today. That is a very short affidavit. It simply refers for relevant purposes at paragraphs 4 and 5 to correspondence with Mr Thompson of the Commonwealth Bank, and it confirms a telephone discussion with Mr Thompson of the Commonwealth Bank, who advised that there was a block on all accounts of Pioneer Lakes and its MasterCard, they would be launching an investigation, and Mr Guthrie agreeing to provide a copy of any order made. So that's part of the interference that this has caused with the company. The evidence of Mr Botica – and can I briefly take you to that, because again it's of some importance.

He deposes at paragraph 68 that he called the Commonwealth Bank and was informed that Mr Watson was a signatory to an account and that he could not freeze that account. Now, that has been supervened by the correspondent – by the dealings with the solicitor, Mr Guthrie, but the important point is that the evidence is Mr Watson, by use of these documents and potentially the ASIC register, has secured himself access as a signatory to the account. There are a couple of admittedly small transactions at paragraph 67, which are stated as withdrawals. Now, no express assertion is made that those were effected by Mr Watson. That's a matter for investigation, but they are the transactions which caused the inquiry to be made, it should be inferred, because they weren't recognised by Mr Botica.

HER HONOUR: What about that they look like they've taken place – or at least (a) that they've taken place in Sydney? Does that mean anything?

MR TAYLOR: Well, your Honour, that's a part of the facts which could support an inference that they were undertaken by Mr Watson, who appears to be resident in Sydney. The – that is an – potentially an available inference, but it's not one which, in my submission, it's necessary for your Honour to draw at this stage, and it's something which would be fleshed out by the affidavit which we seek Mr Watson be ordered to make as regards to his dealings with the company.

HER HONOUR: Yes. All right. Thank you.

MR TAYLOR: Now, can I then just skim my submissions and raise any points which are of particular significance.

HER HONOUR: I have read your submissions.

MR TAYLOR: Yes. There are matters such as, for example, repeated promises of payment, which are important in the narrative - - -

HER HONOUR: Why?

5 MR TAYLOR: - - - in the sense that they caused these matters to occur such as the documents, but they are ultimately window dressing to the main issues – is the point I was going to make.

HER HONOUR: Okay. Good.

10 MR TAYLOR: So I don't need – I don't propose to take you to those in the affidavit unless you wish me to. In terms of principles, I don't need to speak to you about the principles for interim relief, I'm sure.

HER HONOUR: No.

15 MR TAYLOR: The transfer of shares, I have raised and discussed already – the company's register of members – and shown you those records. At paragraph 12, share certificates are also prima facie evidence of ownership of the shares. There's no evidence
20 before your Honour about the whereabouts of the share certificates of the fourth and fifth defendants, simply because this is a matter of urgency. To the extent that there are share certificates in the material, those are the ones signed by Mr Watson as sole director, which are clearly ineffective, because he was not a director, let alone sole director. So that's one of those matters which should be weighed in the balance but ultimately is, in my
25 submission, not determinative, at least at this stage. We've discussed the requirements of the constitution. The rectification of the ASIC register is ultimately the final relief which is sought. I've circulated in advance to your Honour the case of Re Seabay Kitchens, which contains, in my submission, all you need to know about that. In particular – this is a judgment of Black J from 2019. I do have a copy I can hand up if you need it, your
30 Honour.

HER HONOUR: No, that's fine. Thank you. I've read that case.

MR TAYLOR: The principles are summarised by Black J, citing himself - - -

35 HER HONOUR: Yes.

MR TAYLOR: - - - handily enough, at paragraph 12.

40 HER HONOUR: I did also go to the Centura Global Holdings case. I wouldn't suggest I've read the whole lot, but I've - - -

MR TAYLOR: Yes. Thank you, your Honour. The important part to note for the purposes of this matter is that his Honour, at the start of paragraph 13, says:

45 *I am ... satisfied that the Court has power to rectify the register under s 1322(4)(b) –*
which is the power that's relied on:

...to correct incorrect information which was included in –

a notification:

...required to be given to ASIC –

5

that's really the start and finish of the case for final relief.

HER HONOUR: Yes.

10 MR TAYLOR: The actual form of the orders are consistent with the orders that we have
sought both on a final and interlocutory basis. I note that there there was concern that the
defendant was potentially a repeat contravenor and intended to go on changing the
documents with ASIC. So the type of restraints that we've sought on an interim basis –
15 that is, that he be restrained from causing lodgement with ASIC of various notifications –
were included in the final relief in that case, and that's how we've modelled the interim
relief, but we've made them absolute restraints, not unless there is a valid X, Y, Z. We've
simply said "is restrained without further order or consent of the plaintiffs from any such
lodgement" and so forth.

20 I then in my submissions from paragraph 18 have talked about the preparatory documents,
which I've discussed in detail. There's no need to consider those matters. I had talked
about the first defendant's conduct from paragraphs 24. Again, we've discussed them.
They will not be determinative of the relief which is sought. The matters requiring
urgency have been identified and raised from paragraph 28. They are important matters in
25 one sense in that there is an active business being undertaken here in terms of conducting a
subdivision, being in the throes of the titling process – that is, having done all of the civil
works, going through survey in order to define those titles, prepare titles, meet with
council, get them improved.

30 Not only that. There are purchases under contracts, and there are also, of course, the
contractors who work for the company and no doubt rely on the continuity of these
contracts in order to earn their own money and not just receive instructions so they can
undertake the work but also have a functioning client – that is, the company – who can
access their bank accounts and pay their bills. Beyond that, there's the risk of confusion as
35 a result of statements or holding out that the first defendant might be making and from the
ASIC register itself. So those are matters by which we seek the interim relief but also seek
urgency for final determination. The final matter, which is of great importance in that
regard, is the Dragon Property case. Now, that was only circulated just prior to the
commencement of this hearing. Is – your Honour won't have had a chance to read that, I
40 take it. Can I - - -

HER HONOUR: I thought I've done well to read what I have, Mr Taylor.

MR TAYLOR: It's not my place to say you've done an outstanding job, your Honour.

45

HER HONOUR: No, no, I know.

MR TAYLOR: But – so can I just take you to the very narrow highlights of that case.

HER HONOUR: Yes, please.

MR TAYLOR: So at paragraph 12, without knowledge and approval of the true office holders, a Mr Chan caused the lodgement of a Form 484.

HER HONOUR: Yes. Just bear with me for a moment, and – yes.

MR TAYLOR: At 14, they – the true office holders became aware of that but essentially engaged in negotiations and otherwise did nothing.

HER HONOUR: Yes.

MR TAYLOR: Unfortunately for the company in that case, which was the defendant, at paragraph 23, Mr Chan, the unauthorised office holder or purported office holder, entered into a contract with a third party, who became the plaintiff, for a – who paid \$1.672 million to Mr Chan, effectively as – by way of fraud. Then at paragraph 24, it was only after that, in June 2018, that the ASIC record was corrected. Now, the consequences of that were very severe for the defendant company, and they can be seen at paragraph 50, which is:

For the reasons below, I find that –

Mr:

...Chan was held out by –

the company:

...as possessing authority to bind the company to contracts like that with the plaintiff.

It was essentially because of the company being aware of that and because of the unitholders deciding not to change the ASIC register, effectively, the case, as I understand it, was determined on the basis of ostensible authority by the company supporting that external record. It's a - - -

HER HONOUR: And so is the concern here that now that the plaintiffs know of the ASIC register, if they don't do anything about it, they're effectively acquiescing or providing ostensible authority?

MR TAYLOR: Certainly, your Honour. And it's the case that we know that the first defendant has already accessed and become party to bank accounts. We don't know what else he has done. And again that generates two requirements, in our submission, for an affidavit fully explaining his actions – sorry, three – for a restraint on any further action, and then thirdly for a prompt resolution and urgent determination of the final relief. Because it seems to us that any defence is without substance, given the documents I've gone through. And if it – if the holding out occurs by there being a public register with Mr Watson on it, then it's difficult to see how that holding out doesn't continue to occur even though we're before your Honour and urgently trying to remedy this issue, so that the sooner the better in terms of substantive relief.

HER HONOUR: Can I just note, in terms of substantive relief – I think I might have made this clear at the commencement – that just won't be up to me. I will obviously convey such views of the parties to the National Operations Registry, and they will be carried on to whichever judge it's docketed to, but I don't think that will be me.

5

MR TAYLOR: Yes. Well, in terms then – I don't think I need to say anything more in terms of my - - -

HER HONOUR: No.

10

MR TAYLOR: - - - substantive submissions. What I would say - - -

HER HONOUR: So, for example, in your draft order, where you have that the matter be expedited, that's not an order that I will make.

15

MR TAYLOR: You don't have the power to make that?

HER HONOUR: Perhaps I do, but I will not make that order, because I won't impose necessarily my will on the docket judge. I will convey to the allocations people that this should be allocated promptly, and I would also request that it be conveyed that this matter be listed either for case management or for whatever needs to be the next step by that docket judge as soon as they can.

20

MR TAYLOR: Yes. Thank you.

25

HER HONOUR: But I – it would just be inappropriate for me to try and dictate to one of my colleagues how they run their matters, just as it would be inappropriate for them to do that to me.

30

MR TAYLOR: Reluctantly, I accept that, your Honour.

HER HONOUR: Yes.

MR TAYLOR: The one issue that I would raise is the – one step which, in my submission, is appropriate for your Honour to make is to assist with the progression of this matter in a prompt fashion, and that's the affidavit at paragraph 5, which is envisaged to be promptly filed, both in order to explain what has occurred but also for the defendants to put on their evidence. Because one can see that at least at a – on an ex parte basis, I accept that without any evidence being led from the other party, that there seems to be difficulty to ascertain a case which would demonstrate a defence to these matters regarding current control and ownership. That's not to say there might not be a case for damages, which is not explained, but as your Honour pointed out early in this hearing, that is very different from the substance of this application.

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HER HONOUR: Right. Whatever contractual disputes there may or may not be between the parties, it's probably actually not going to occur in this court, because it will just be a contract, and that will probably be over the road.

45

MR TAYLOR: Yes. I should say I accept that this hearing is effectively occurring ex parte. I - - -

5 HER HONOUR: Well, you say that, but Mr Watson was provided with the documents to an email address that he has, and he is here, and I am about to hear from him.

MR TAYLOR: Well, that's – in that case, I will sit down and wait for that process to occur.

10 HER HONOUR: All right. Thank you, Mr Taylor. Yes, Mr Watson.

MR WATSON: So, your Honour, I've taken on the consideration – what my learned friend said, but there's some really fundamental arguments to be had here. (1) There was a date that I just wanted to get repeated. Was it the 10th of last month that apparently we
15 were all in the office together, my friend?

HER HONOUR: I don't recall any submission being made about people being in the office together.

20 MR WATSON: So there was a - - -

HER HONOUR: There was a - - -

MR WATSON: There was a document signed, your Honour, with all the party – myself
25 and Mr Botica there and Ursula there. It was all company documents signed over. And I believe - - -

HER HONOUR: That - - -

30 MR WATSON: I'm not sure – it was on a Friday. I'm not sure if it was the 10th or not. But I believe my - - -

HER HONOUR: Well, anyway, can - - -

35 MR WATSON: My - - -

HER HONOUR: Sorry, 10 July. Yes.

40 MR WATSON: Yes. So, your Honour, I dispute what my friend is saying – that documents weren't signed and weren't executed over to me, and - - -

HER HONOUR: So can I just ask you this, Mr Watson, and I think you've answered it, but I just want to be abundantly clear. Do you say, in terms of the final relief that is sought today by the plaintiffs, that effectively the – ASIC's register be, you know, for want of a
45 better description, changed back to the plaintiffs?

MR WATSON: Your Honour, I didn't say that at all, your Honour. What I said - - -

HER HONOUR: No, no. I'm – sorry, I'm trying to understand. So do you have a copy of that originating process document with you? I think the court - - -

MR WATSON: Yes.

HER HONOUR: - - - hopefully gave - - -

MR WATSON: Yes, yes. I believe I do.

HER HONOUR: All right. Thank you. Can you just have a look at – under the heading of Final Relief. I think it's on page 3 at paragraph 8.

MR WATSON: Yes.

HER HONOUR: So you will see that ultimately what the plaintiffs are seeking - - -

MR WATSON: Is for a - - -

HER HONOUR: - - - is for an - - -

MR WATSON: Yes. Sorry, your Honour.

HER HONOUR: Thank you. Is for an order of the court that certain things happen that are listed there so that the ASIC register will then record the first, second and third plaintiffs – Mr Botica, Mr Coleman and Mr O'Toole – as the directors, and for the fourth and fifth plaintiffs, Grassland Properties Pty Ltd and Jomist Development Pty Ltd, to be the shareholders, and I will say "again", because they were in those positions a month or so ago.

MR WATSON: That's correct, your Honour. But, your Honour, the point I'm trying to put across to you is very clearly, on that day, there was an agreement. The documents were signed. They were executed. And they've not provided a copy of them in their affidavit. They've provided a copy undated and not complete. They – their client is in possession of those documents. And if I had had a chance to not get bombarded with this proceedings at 6.30 last night, your Honour, I would have been able to swear an affidavit to this court today and provide documents to the contrary. But, your Honour, what I'm saying is I'm not - - -

HER HONOUR: So, sorry, I just want to be clear that I understand it. You are going to dispute, are you, the final relief that is sought there in paragraph 8; is that correct?

MR WATSON: That's correct, your Honour.

HER HONOUR: All right. Thank you.

MR WATSON: I'm going to provide the court with a affidavit with sworn documents to prove - - -

HER HONOUR: And you're going to show the court that you've paid 16.5-odd million dollars as well; is that right?

MR WATSON: So, your Honour, there's a - - -

HER HONOUR: Is that right?

MR WATSON: Yes, your Honour.

HER HONOUR: Is that right? All right.

MR WATSON: But it - - -

HER HONOUR: So you're – you just haven't had a chance to put forward that evidence; is that right?

MR WATSON: I will explain, your Honour. What has happened is that AUSTRAC has grabbed this money, and I've asked repeatedly from NAB for the AUSTRAC letter, and they haven't provided to me – on Monday, the banks were shut in New South Wales. It must have been a bank holiday, so yesterday I couldn't go and get it. Today, if I hadn't got these proceedings on foot, I would have obtained that letter and provided it to the other side. And I'm prepared to do – I will get that letter and put it in my affidavit. I understand that the other side haven't physically received the money, but what I want to say – on that same day of the 10th - - -

HER HONOUR: Well, all right. Can I just interrupt you to say this. I can't really accept what we would generally call evidence from the bar table.

MR WATSON: No. Sorry, your Honour.

HER HONOUR: No, no. And I understand that the time has been short, and I understand that you've had limited time to be able to put together evidence to be able to support your position. I do understand that. And why I asked you whether you're going to contest what is sought by way of final relief – because, of course, if you were not – I understand you are, but if you were not, well, then we could deal with things quite promptly and efficiently.

MR WATSON: Yes, your Honour.

HER HONOUR: But if there's going to be a contest about that, what I need to then understand from you – and I understand that. You're going to contest that. All right. So then it falls that I need to consider whether or not I should grant the interim relief that is sought by the plaintiffs. Now, that is – if you have that originating process document with you, that's in paragraphs 1, 2, 3, 4, 5, really. And that's in essence to restrain you from doing the things that are there, particularly paragraph 3. Paragraphs 1 and 2 are more formal matters so that we can deal with it today, but paragraph 3 is – and 4 – obviously is to restrain you from doing certain things. What do you have to say about those paragraphs?

MR WATSON: So, your Honour, I would entertain that until this is resolved on the fairness of both parties at – we don't put the other side at any risk as well, at – I would be - - -

5 HER HONOUR: And when you say you would entertain that, does that mean you would consent to those orders?

MR WATSON: So the – this is very small for me. If my friend would read it out – could he read it out, or, your Honour, could you read it out? It is quite small.

10

HER HONOUR: Yes. Well, what I can do is we can have that printed in A3 for you so you have an opportunity to read that.

MR WATSON: Your Honour, I'm happy for you to read it or my friend to read it out again. I'm happy for that. I consent to that.

15

HER HONOUR: All right. Well, I might ask – I might – thank you. I might ask you, Mr Taylor, to do that. Thank you.

20 MR TAYLOR: Yes. So I will commence at paragraph – order 3, or proposed order 3.

HER HONOUR: Thank you.

MR TAYLOR:

25

An order that the first to third defendants and each of them be restrained until further order of this court or with the written consent of the plaintiffs from, by themselves, their servants or agents, removing, transferring, encumbering, disposing of or otherwise adversely dealing with any assets or money or any property of the fourth defendant, and from causing or permitting such assets or money or property to be so dealt with - - -

30

MR WATSON: We would agree to that.

35 HER HONOUR: Thank you.

MR TAYLOR:

...removing, disposing of, destroying or altering any of the books or records of the fourth defendant - - -

40

MR WATSON: We would - - -

HER HONOUR: Perhaps we might do – thank you. Perhaps - - -

45

MR WATSON: We would agree to that.

HER HONOUR: Thank you, Mr Watson. Can I say this approach of going through each one one at a time is quite helpful, so perhaps we might continue with that if we may.

MR TAYLOR: Yes.

MR WATSON: That's fine, your Honour.

HER HONOUR: Thank you.

MR TAYLOR:

...causing the fourth defendant to enter into any transaction, contract, memorandum of understanding or heads of agreement - - -

MR WATSON: We would agree to that, your Honour.

HER HONOUR: Thank you.

MR TAYLOR:

...dealing with the shares in the fourth defendant or appointing any directors or secretary to the fourth defendant - - -

MR WATSON: We would agree to that as well, your Honour.

HER HONOUR: Thank you.

MR TAYLOR:

...convening or holding any meeting of the fourth defendant and from passing any resolutions of the fourth defendant - - -

MR WATSON: We would also agree to that, your Honour, under the - - -

HER HONOUR: Thank you.

MR WATSON: - - - circumstance.

HER HONOUR: Yes.

MR TAYLOR:

...causing the lodgement with the Australian Securities and Investment Commission (ASIC) of any notification of the cessation of a person in the office of director or secretary of the fourth defendant - - -

MR WATSON: So just if I can ask the question, so that means appointing somebody else to the ASIC records; is that correct, my friend?

MR TAYLOR: The substance of the restraint is to prevent any lodgement with ASIC of any notification of the cessation of a person in the office of director or secretary, and then

the next obligation is to prevent the – causing the lodgement with ASIC of any notification of the appointment of a person to the office of director or secretary of the fourth defendant. So the essence is that without the consent of the court or the written consent of the plaintiffs, there is no appointment and no removal notifications of any form sent to ASIC by you.

MR WATSON: That's agreeable. I think that's fair, under the - - -

HER HONOUR: Thank you.

MR WATSON: - - - circumstances.

HER HONOUR: Yes.

MR TAYLOR: So that deals with (f) and (g). And then (h) is:

...causing the lodgement with ASIC of a notification of any change in the shareholding of the fourth defendant - - -

MR WATSON: So "the fourth defendant" means Grassland; is that correct?

MR TAYLOR: No. That - - -

MR WATSON: So - - -

MR TAYLOR: - - - is Pioneer Lakes.

MR WATSON: So what you're saying is to change anything – it has already been done or before?

HER HONOUR: Can't change it further.

MR WATSON: That's fine. We agree to that. That's fair.

MR TAYLOR:

...causing the lodgement with ASIC of any notification of any change to the principal place of business of the fourth defendant - - -

HER HONOUR: I think you missed the registered office, Mr Taylor.

MR TAYLOR: Apologies:

...causing the lodgement with ASIC of any notification of any change to the registered office of the fourth defendant - - -

MR WATSON: We would agree to that.

HER HONOUR: Thank you.

MR TAYLOR:

5 *...causing the lodgement with ASIC of any notification of any change to the principal place of business of the fourth defendant - - -*

MR WATSON: We would agree to that as well.

MR TAYLOR:

10 *...dealing in any way with the shares in –*

comma –

15 *altering control of or interfering in the management of the fifth defendant –*

which is Pioneer Valley Services.

MR WATSON: We would agree to that as well.

20 MR TAYLOR:

An order restraining the first defendant from holding himself out to be a director, agent or employee of the fourth defendant - - -

25 HER HONOUR: Can I just add to that before you answer, Mr Watson, I think that it should be "from holding himself out or in any way representing", just to be abundantly clear – "in any way representing to be a director, agent or employee of the fourth defendant, Pioneer Lake".

30 MR WATSON: So the – just a question for – your Honour, to my friend. The ASIC search says that I'm the director at the moment.

35 HER HONOUR: That's right. But you're not – if you agree to this order, then you are not allowed, though, to hold yourself out or in any way represent to anybody that the ASIC search shows that you are a director or that you purport to be a director.

MR WATSON: I understand that, but if somebody did a search, they would see that, so what would I say then?

40 HER HONOUR: You – no, if – no, the order is restraining you from doing things. You can't control the actions of third parties.

MR WATSON: That's fine. I - - -

45 HER HONOUR: But - - -

MR WATSON: I would agree to that.

HER HONOUR: No, just let me finish. Just let me finish. But if you said to someone, for example, and I'm trying to be vague here, but "Pioneer Lakes – go and do an ASIC search in relation to that company," in my view, that would be in a way representing that you are a director, because you are directing that person – you are indicating to that person if they go and do an ASIC search, they would find out that you are a director of that company on the record at the moment, but if some - - -

MR WATSON: I would have no intention - - -

10 HER HONOUR: Just let me - - -

MR WATSON: Sorry.

HER HONOUR: All right. Just - - -

15 MR WATSON: Sorry, your Honour.

HER HONOUR: Just let me finish. But for example, if somebody who doesn't know you, has never met you, has never met any of the plaintiffs, randomly does an ASIC search of Pioneer Lakes and notices that Mr Watson is the director of that company, that is not you doing any act which would contravene that order. Does that make sense?

MR WATSON: Yes, your Honour. I would agree to that.

25 HER HONOUR: All right. Thank you.

MR WATSON: Because my intention is to resolve this matter amicably.

30 HER HONOUR: All right. Good. Thank you. I'm sure not only myself but the next judge will appreciate hearing that.

MR WATSON: And my intention is to try and get this to mediation so we can resolve this in the next 14 days.

35 HER HONOUR: Yes. Well, I'm sure that your opponents have heard that, and I trust that there will be some discussions in that regard. Can Mr Taylor just read to you – the next order that is proposed is one which requires you to put on your affidavit evidence quite promptly, by this Friday.

40 MR WATSON: Yes, so I was wondering if I could have till the Tuesday if possible. The reason is I have to get certain documents, and I have to get this sworn and done. So I'm just asking the court if that's possible, because I don't want to promise I can do it by the 7th. We're the 5th today. We've got two days. I can try, but I ask till the Monday. That's all I ask. I've consented to all the other agreements.

45 HER HONOUR: I understand.

MR WATSON: So I've been pretty reasonable. So I just ask for that gratitude.

HER HONOUR: I understand, but can I tell you this, Mr Watson. It's not really – orders of the court aren't a negotiation.

MR WATSON: No, no, I know that, your Honour.

HER HONOUR: So why I ask you is – to whether or not you can achieve that is because obviously I need to and I want to hear from you about whether or not you think you would be able to provide an affidavit by Friday, and I take that into account when I decide what order I make. But when I make then the order for when the material is due, it's not an aspirational goal. It is an order of the court.

MR WATSON: Yes, your Honour. I understand that.

HER HONOUR: Good. Thank you.

MR WATSON: Yes. So if your Honour directed me and it had to be by the 7th, I would make my best to have it done, delivered to the court by 4 pm and to the other side if they accept it by – electronically.

HER HONOUR: Mr Taylor, what – presuming that at the moment, absent the parties being able to, say, reach agreement, I'm thinking that this matter should come back in the duty list next week. The parties might tell me that that's not necessary. It then only needs to go to a docket judge for final - - -

MR TAYLOR: Yes.

HER HONOUR: - - - sort of determination. But to maintain focus, there could be some value in keeping it in the duty list till next week, and perhaps, say, Thursday of next week - - -

MR WATSON: It's the 14th, if that's suitable.

HER HONOUR: That's the Friday, Mr Watson. I was thinking maybe the Thursday so that we're not hard up against the end of the week. I appreciate what Wednesday - - -

MR WATSON: So is that the 13th, is it, your Honour, or the - - -

HER HONOUR: Yes.

MR WATSON: Yes. So, your Honour, if it can be brought back in the afternoon – I have a matter in the morning, and I can be in – it's in Queensland, so I can appear in the court directly. So it can be the 13th if it suits my friend.

HER HONOUR: All right. Well, we will just double-check with next week's duty judge that – it's not me. I appreciate what Wednesday is, Mr Taylor, next week, but I'm also conscious that I'm sure you are – yourself and your instructor will be conscientious in your preparation in any event and that that probably won't inhibit Thursday.

MR TAYLOR: I think you're telling me that's Ekka public holiday – is it – and that's not an issue.

5 HER HONOUR: Thank you. But what – Mr Taylor, what – in terms of Thursday, how – what's your position in relation to that?

MR TAYLOR: We can make that work, your Honour.

10 MR WATSON: That's suitable, your Honour.

MR TAYLOR: And it's - - -

HER HONOUR: All right.

15 MR TAYLOR: It's sensible, and that really drives the type of schedule for preparing an affidavit and - - -

HER HONOUR: Yes.

20 MR TAYLOR: - - - making sure that it's all on the table.

HER HONOUR: Well, if it's Thursday, Mr Taylor, I'm conscious of hearing from Mr Watson, and I'm also conscious that it would obviously be in his interest to get some legal representation. Perhaps, in those circumstances, he should be given till, say, midday on
25 Monday the 10th to file his material. We will go through what that material actually is, but that way he does get an extra couple of days to consider that material, and I have heard that he says he needs to get some additional documents, but that would give him the weekend and some extra days.

30 MR TAYLOR: Yes, your Honour. No objection to 12 noon on – that's the – 11th, I think it is.

HER HONOUR: I think it's the 10th, Mr Taylor.

35 MR TAYLOR: Yes.

MR WATSON: Yes, Monday is the 10th, I believe. Is it the 10th?

40 HER HONOUR: It is.

MR TAYLOR: Thank you, your Honour.

MR WATSON: Yes, the 10th, Monday.

45 HER HONOUR: All right. All right, Mr Watson. Well, I will let you have till midday on Monday the 10th to file the affidavit. Now, Mr Taylor is then going to go through what he submits the affidavit should contain. Could you please – as we just did with the restraints, could you indicate whether or not you agree to those particular paragraphs? Obviously, it's up to you.

MR WATSON: Yes, your Honour.

HER HONOUR: Thank you.

5

MR TAYLOR:

By 12 –

10 yes:

...12 pm on 10 August 2026, the first defendant file an affidavit which deposes to the details of all persons to whom the first defendant has represented that he has authority on behalf of the fourth defendant - - -

15

MR WATSON: Yes, I agree.

HER HONOUR: Thank you.

20 MR TAYLOR:

...the details of any bank accounts that the first to third defendants have opened on behalf of the fourth defendant - - -

25 MR WATSON: I agree.

HER HONOUR: Thank you.

MR TAYLOR:

30

...all transactions and agreements, whether written or oral, that he or the second and third defendants have caused the fourth defendant to enter into - - -

MR WATSON: I agree too.

35

HER HONOUR: Thank you.

MR TAYLOR:

40 *...all dealings regarding shares in or control of the fourth defendant entered into by any of the first to third defendants on or after 3 July 2026 - - -*

MR WATSON: I agree.

45 HER HONOUR: Thank you.

MR TAYLOR:

...all dealings that he or the second or third defendants have undertaken with or in respect of the fourth defendant's property and funds, including accounting for the current whereabouts of any such property, including bank account details of all deposits of the fourth defendant's funds or of the proceeds of dealings mentioned in 5(c) to (e) - - -

MR WATSON: I agree.

HER HONOUR: Thank you.

MR TAYLOR:

...any material that he wishes to rely on at the final hearing of this application - - -

MR WATSON: I agree. Can I - - -

HER HONOUR: Thank you.

MR WATSON: Can I just ask one question?

HER HONOUR: Yes.

MR WATSON: Do I need to note in my affidavit the bank account details? Because I don't have them.

HER HONOUR: Yes. Well, then you need to obtain them, and you have a few days to do that.

MR WATSON: Yes. Okay.

HER HONOUR: All right. Good.

MR WATSON: Thank you.

HER HONOUR: Thank you.

MR TAYLOR: Then, your Honour, the - - -

HER HONOUR: Yes.

MR TAYLOR: Those orders are made by consent – that is, 3, 4 and 5.

HER HONOUR: Yes.

MR TAYLOR: The question is really whether they are interim orders or interlocutory orders or just until further order of the court.

HER HONOUR: Well, further order normally denotes interlocutory.

MR TAYLOR: Yes.

HER HONOUR: So I think, at this stage, they should be – sorry, I'm pausing because it is right to say that Mr Watson has now agreed to much of that relief.

5

MR TAYLOR: And I understood that was until this dispute is resolved, which makes them interlocutory.

HER HONOUR: Yes.

10

MR TAYLOR: And having gone through this material - - -

HER HONOUR: Let me check that with Mr Watson. Mr Watson – because if that's so, then one wonders what the duty judge will do next Thursday other than perhaps make some case management orders for it, but most duty judges won't want to do that for the particular docket judge to which it's - - -

15

MR TAYLOR: Yes. Given - - -

20

HER HONOUR: - - - allocated.

MR TAYLOR: Given what you've said, it should be allocated and – a case management hearing at the first available date.

25

HER HONOUR: Yes.

MR WATSON: So should we make the order until this matter is resolved at – these orders stay in place to protect all parties?

30

HER HONOUR: Are you content, Mr Watson, for these orders to remain in place until either there is an agreement between the parties or there's a final determination of the court?

35

MR WATSON: Yes, your Honour, because I think it shows good faith, and it shows that everybody is – I'm here to resolve this matter and not do the wrong thing at all.

HER HONOUR: All right. Can I just come back to some of the formal matters. If – do you have a copy of that draft order as well with you?

40

MR WATSON: Is this the original document?

HER HONOUR: No, that's the one that says "draft order".

MR WATSON: Yes. I - - -

45

HER HONOUR: Might have - - -

MR WATSON: Yes.

HER HONOUR: Thank you, Mr Watson. The first matter is really just one abridging time. I propose to make that. In terms of the second matter, I propose to make that as well. I assume you haven't been served with the sealed copies of today's material as yet, because they would have only been recently received.

5

MR WATSON: So I would agree - - -

HER HONOUR: But the - - -

10 MR WATSON: I would agree to that, your Honour, by email, but - - -

HER HONOUR: Yes.

15 MR WATSON: - - - I don't have an email – I have an email, info@adamwatson.au, not .com, so just so - - -

HER HONOUR: I see. Thank you.

20 MR WATSON: Yes, so this - - -

HER HONOUR: I will make that.

25 MR WATSON: Because it – if it bounces back, I can just say that's the thing. So I'm happy to accept everything by electronic. If the other side would be happy to accept everything by electronic so it's easy for all parties, and the court accepts it by email as well, I believe.

HER HONOUR: Yes, we do. The court only runs an electronic filing system.

30 MR WATSON: Yes, that's correct.

HER HONOUR: So that's - - -

35 MR WATSON: Yes. And - - -

HER HONOUR: But, yes, the details on the originating process have an email address for the solicitors for the plaintiffs.

40 MR WATSON: Yes, I've - - -

HER HONOUR: The only thing - - -

MR WATSON: - - - got that, your Honour. I've got that.

45 HER HONOUR: Thank you. Just to be abundantly clear, can I check your two email addresses, Mr Watson. It's adam@adamwatson.au?

MR WATSON: Yes, that's correct, your Honour.

HER HONOUR: Thank you. And info@adamwatson.au?

MR WATSON: That's correct, your Honour. I've been - - -

5 HER HONOUR: All right. So - - -

MR WATSON: - - - receiving stuff from the court.

10 HER HONOUR: Thank you. All right. The – to formally, though, place your appearance on the record, you are required to file a notice of appearance.

MR WATSON: Yes, your Honour. I will do that tomorrow, and I will serve the other side with a copy.

15 HER HONOUR: Yes. Just bear with me for a moment. All right. Well, then I'm going to insert between orders 2 and what is currently 3 an order that the defendants file and serve a notice of appearance – sorry, that should be by 4.30 pm tomorrow. So that will be 4.30 pm, 6 August 2026, the defendant file and serve a notice of appearance. When is –
20 once you do that, Mr Watson, you can nominate in that document that your email address can be your place for service.

MR WATSON: Yes, your Honour.

25 HER HONOUR: So then that will, if you will, regularise the service then of everything by email.

MR WATSON: Yes. That's correct, your Honour. That's the - - -

30 HER HONOUR: All right.

MR WATSON: - - - only way service should be these days. Makes it easier for all parties.

35 HER HONOUR: Yes. All right. Well, what I might just do is stand the matter down for a brief moment. I just want to see if I can ascertain who the docket judge is going to be, because I might then be able to allocate it to them and potentially list it for case management shortly.

40 MR TAYLOR: Thank you, your Honour.

MR WATSON: Thank you, your Honour.

HER HONOUR: All right. Thank you.

45 MR WATSON: Thank you, your Honour.

HER HONOUR: Please stand down for about 10 minutes. Thank you.

ADJOURNED

[4.35 pm]

RESUMED

[4.43 pm]

5

HER HONOUR: Yes. Thank you both for that. Unfortunately, at this time of the day, I'm unable to ascertain precisely who the docket judge will be. So what I'm proposing, though, to do is in what was – sorry, I will just re-order them. So the orders I propose to
10 make by consent will be in terms of order 1 and 2 with that amendment to the email address. 3 will be for, Mr Watson, you to file your notice of appearance by 4.30 tomorrow.

MR WATSON: Yes, your Honour.

15 HER HONOUR: 3 will be, as we went through, the restraints that will be placed upon you that you've agreed to.

MR WATSON: Yes, your Honour.

20 HER HONOUR: Thank you. 4 will be the separate restraint with the amendment of "or in any way representing" added. 5 will be the affidavit – any affidavit material you wish to file, Mr Watson, by midday on Monday, 10 August.

MR WATSON: Yes, your Honour.

25

HER HONOUR: Thank you. What is in the draft at the moment, the proceeding be expedited – that will be deleted, and I've explained the reasons for that. I will communicate that the matter is urgent, but I won't make an order to that effect. Order 7 will then be the matter be listed for case management by the docket judge on a date to be
30 fixed in consultation with the parties. I will communicate to the National Operations Registry so that it's passed on to the docket judge that it would be preferable to have that case management hearing late next week if at all possible, but obviously I just don't have access to the docket judge's diary and commitments. And then costs will be reserved, as is proposed. Yes, Mr Taylor.

35

MR TAYLOR: Did your Honour wish me to send a revised version of that order, or are you - - -

40 HER HONOUR: That would be helpful if you are able to do that with those changes and a couple of corrections that are made.

MR TAYLOR: Thank you. And just checking, before your Honour broke, you indicated that there was an additional order that the defendants – first to third defendants file and serve a notice of appearance by 4 pm on 6 August.

45

HER HONOUR: 4.30 pm so that it aligns with rule 2.25 - - -

MR TAYLOR: Yes.

HER HONOUR: - - - subsection (3).

MR TAYLOR: On 6 August 2026.

5 HER HONOUR: Yes.

MR TAYLOR: So that will become a new order 3, and the other orders will slide down.

HER HONOUR: Yes. Thank you.

10

MR TAYLOR: And order 1 will remain as it is.

HER HONOUR: Yes, it will. Yes.

15

MR TAYLOR: Yes. Thank you. Nothing further from me, your Honour.

MR WATSON: Nothing further from me, your Honour.

20

HER HONOUR: All right. Thank you. Can I say I have also mentioned to the registry that there has been – I haven't put it any higher than this, but that there has been some discussion or some indication that a mediation might be appropriate. And, of course, if the parties are able to engage in such a process such that even if orders by consent outlining the steps to undertake that could be submitted to the docket judge, obviously then a case management hearing might not be needed in the short term.

25

MR TAYLOR: Yes. I should say from my instructions to date that there's no basis for a mediation, but obviously we will consider the affidavit that's to be filed.

HER HONOUR: Yes.

30

MR TAYLOR: And we would expect to see something substantial there if there was any cause for a mediation.

35

HER HONOUR: I'm sure, Mr Taylor, that your approach would always be, "Never say never."

MR TAYLOR: Certainly, your Honour.

40

HER HONOUR: Yes. One doesn't know what might fall out of a mediation, and it might still be worth exploring those avenues.

MR TAYLOR: And I appreciate that. Thank you.

45

HER HONOUR: Yes. No. But can I – just before we adjourn, can I thank both parties for what has actually resulted in a fairly sensible approach to today's proceedings. It is of assistance. Thank you.

MR WATSON: Thank you, your Honour.

MR TAYLOR: Your Honour, I – sorry, I apologise. I should just be clear. The – because the orders are by consent, I haven't offered any undertakings.

HER HONOUR: No.

5

MR TAYLOR: And those orders are simply made as they stand.

HER HONOUR: Yes. I understand that. And - - -

10

MR TAYLOR: Thank you.

HER HONOUR: - - - because they're by consent, I don't think that an undertaking is necessary. The orders have been gone through step by step with Mr Watson. He is – said he is in agreement with those, and he has said he is actually looking to resolve. I appreciate whatever that means for both parties could be quite different, but sometimes communication is the best way forward.

15

MR TAYLOR: Yes. Thank you, your Honour.

20

HER HONOUR: Thank you.

MR WATSON: Thank you, your Honour.

25

HER HONOUR: Thank you, Mr Watson. Sorry, Mr Taylor, now it's my turn. One last thing. Will you be sending through the proposed updated version of the draft orders this afternoon?

MR TAYLOR: Yes, I will, your Honour, as soon as I return to chambers.

30

HER HONOUR: Thank you. Appreciate it. Thank you. Please adjourn.

MR WATSON: Thank you.

35

MATTER ADJOURNED at 4.49 pm ACCORDINGLY

Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

Plaintiffs

ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as **"SDG-10"** in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)	Michael Joe Botica, Stephen Brian Coleman, John Leslie		
Prepared by (name of person/lawyer)	O'Toole, Grassland Properties Pty Ltd ACN 106 656 802,		
Law firm (if applicable)	Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs		
	Scott David Guthrie		
	Thomsons		
Tel	+61 7 3338 7516	Fax	07 3338 7599
Email	sguthrie@thomsons.com.au		
Address for service (include state and postcode)	c/- Thomsons Level 28, One Eagle – Waterfront Brisbane 1 Eagle Street BRISBANE QLD 4000		

From: ADAM WATSON <adam@adamwatson.au>
Sent: Thursday, 6 August 2026 2:28 PM
To: Associate Downes; Guthrie, Scott; Cruden, Heath; Graham, Leanne; Adam Watson; Adam Watson
Cc: qud4922026@fedcourt.gov.au
Subject: RE: QUD492/2026 MICHAEL JOE BOTICA & ORS v ADAM WATSON & ORS [SEC=OFFICIAL]

Dear Justice Downes,

I am writing to formally address several critical procedural concerns regarding the upcoming hearings in this matter. I wish to place on record the following points:

1. **Availability Conflicts:** As clearly communicated to the Court yesterday, I am unavailable until 14 August 2026 due to ongoing court proceedings in NSW that conclude on that date. This was explicitly stated during our appearance yesterday.
2. **Document Service Issues:** We were served with documents today that we cannot access, and were only informed yesterday about a 500-page affidavit. This presents an impossible timeline for proper response within the current 5-day timeframe.
3. **Procedural Fairness Requirements:** We require adequate time to respond with affidavits and conduct cross-examination of the authors of these affidavits. The current schedule prevents us from preparing properly, particularly given:
 - o The need to engage a Justice of the Peace for affidavit preparation
 - o Potential requirement to serve subpoenas to obtain relevant documents
 - o The complexity of responding to Mike Botica's affidavit specifically
4. **Resource Disparities:** We note the significant resource imbalance in this matter, with the opposing party having approximately 900 employees at their disposal compared to our limited resources. This further underscores the need for reasonable timeframes.
5. **Procedural Concerns from Yesterday:** During yesterday's proceedings, we were placed at a significant disadvantage as we did not have access to necessary documents, requiring the Court to repeatedly provide materials during the hearing. This compromised our ability to participate meaningfully.

Proposed Solution:

We respectfully request that:

- The first case management hearing proceed on Friday, 14 August 2026 as previously advised
- A subsequent hearing be scheduled 14 days thereafter (approximately 28 August 2026) to allow for proper affidavit preparation and cross-examination of witnesses
- The opposing party be directed to serve all documents at reasonable hours to allow proper preparation time

We are complying with the Court's direction to file an affidavit by Monday at 12pm as instructed, but maintain that additional time is essential for fair proceedings.

We appreciate your consideration of these matters and look forward to your directions on how to proceed fairly and justly.

Kind Regards,

Adam Watson (he/him/his)

Director

M: 0755142011 E: adam@adamwatson.au

PO Box 1004 Pacific fair QLD 4218

<https://adamwatson.au>



HAVE A LOVELY DAY

From: Associate DownesJ <Associate.DownesJ@fedcourt.gov.au>

Sent: Thursday, 6 August 2026 1:50 PM

To: Guthrie, Scott <sguthrie@thomsons.com.au>; HCruden@thomsons.com.au; lgraham@thomsons.com.au; ADAM WATSON <adam@adamwatson.au>; Adam Watson <Info@adamwatson.com.au>

Cc: Associate DownesJ <Associate.DownesJ@fedcourt.gov.au>; qud4922026@fedcourt.gov.au

Subject: QUD492/2026 MICHAEL JOE BOTICA & ORS v ADAM WATSON & ORS [SEC=OFFICIAL]

OFFICIAL

Dear practitioners

Please be advised that this matter has been listed for a first case management hearing before Justice Downes at **2.15 pm on Monday, 10 August 2026**. Justice Downes then intends to list the matter for a final hearing on Friday, 14 August 2026.

I note that the hearing will be conducted in person.

The parties are to confer as to the orders to be sought at the hearing.

The parties are requested to provide draft orders, whether competing or by consent, as well as details of appearances and any affidavit material not yet filed by **12.00 pm on Monday, 10 August 2026**.

Kind regards

Rupert Hoare (Sender)
Associate to the Honourable
Justice Downes
T + 61 7 3052 4166

Nathan Tsang
Associate to the Honourable
Justice Downes
T + 61 7 3052 4055

FEDERAL COURT OF AUSTRALIA
Sir Harry Gibbs Commonwealth Law Courts Building
119 North Quay
Brisbane QLD 4000 | www.fedcourt.gov.au



MICHAEL JOE BOTICA and others
Plaintiffs

This is the document referred to as “SDG-11” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.

Witness

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Applications for file

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File details

Court: Federal Circuit and Family Court - Federal Law, Sydney Registry
Number: SYG2865/2026
Title: ADAM WATSON v WEST KIRA
Filing Date: 23-Jun-2026
Finalised Date:

Additional options for this file

[List of orders](#)

Existing applications

Application title
Type
Filed
Status
Finalised

-

BANKRUPTCY

Substituted Service
23-Jun-2026
Open

[Court Events and Orders](#)

Date	Time	Reason	Presiding Officer(s)	Location	Outcome	Orders
10-Aug-2026	14:00	Mention	Registrar Pascoe	By Web Conference		

[Documents Filed](#)

Date	Time	Document Title	Filed By
23-Jun-2026	19:03	Affidavit	ADAM WATSON

23-Jun-
202619:03 Application for substituted service of bankruptcy notice: Federal Circuit
and Family Court (Division 2) (Bankruptcy) Rules 2021 form B2ADAM
WATSON**Parties**

Role	Name	End Date
Docket	Bankruptcy Judicial Registrar	
Respondent	WEST KIRA	
Applicant	ADAM WATSON	

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Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

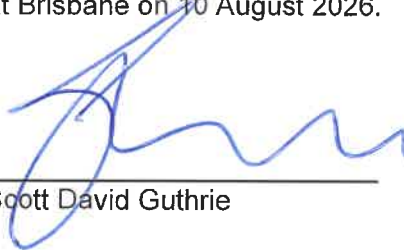
Plaintiffs

ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as “SDG-12” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)	Michael Joe Botica, Stephen Brian Coleman, John Leslie O'Toole, Grassland Properties Pty Ltd ACN 106 656 802, Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs		
Prepared by (name of person/lawyer)	Scott David Guthrie		
Law firm (if applicable)	Thomsons		
Tel	+61 7 3338 7516	Fax	07 3338 7599
Email	sguthrie@thomsons.com.au		
Address for service (include state and postcode)	c/- Thomsons Level 28, One Eagle – Waterfront Brisbane 1 Eagle Street BRISBANE QLD 4000		

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File details

Court: Federal Circuit and Family Court - Federal Law, Sydney Registry
Number: SYG1446/2024
Title: ADAM WATSON v CHENG DENG
Filing Date: 28-Jun-2024
Finalised Date:

Additional options for this file

[List of orders](#)

Existing applications

Application title
Type
Filed
Status
Finalised
-

BANKRUPTCY

Sequestration
28-Jun-2024
Open

[Court Events and Orders](#)

	Date	Time	Reason	Presiding Officer(s)	Location	Outcome	Orders
	14-Aug-2026	11:00	Judgment	Judge Cameron	Court 8.3, Level 8, 80 William Street		
Details	22-Apr-2025	13:45	Administrative Listing	Judge Cameron	Court 8.3, Level 8, 80 William Street	Finalised - Dismissed By Consent	View orders

	Date	Time	Reason	Presiding Officer(s)	Location	Outcome	Orders
Details	17-Dec-2024	14:15	Hearing	Judge Cameron	Court 8.3, Level 8, 80 William Street	Adjourned - Pre-Hearing	View orders View judgment 
Details	08-Aug-2024	11:00	Hearing	Registrar Morgan	Court Room 19C, Level 19 Law Courts Building, Queens Square	Adjourned - Pre-Hearing	View orders
Details	01-Aug-2024	9:30	Hearing	Registrar Morgan	Court Room 19C, Level 19 Law Courts Building, Queens Square	Adjourned - Pre-Hearing	View orders

Documents Filed

Date	Time	Document Title	Filed By
14-May-2025	14:33	Outline of Submissions	Cheng Deng
14-May-2025	14:33	Affidavit	Cheng Deng
02-Jan-2025	15:59	Affidavit	Mr Adam Watson
17-Dec-2024	14:01	Additional Documents	Cheng Deng
17-Dec-2024	14:01	Outline of Submissions	Cheng Deng
16-Dec-2024	18:58	Affidavit	Cheng Deng
16-Dec-2024	18:35	Affidavit of Service	Cheng Deng
05-Dec-2024	05:09	Notice to creditors of application for review of Registrar's decision to make sequestration order: Federal Circuit and Family Court (Division 2) (Bankruptcy) Rules 2021 form B12	Cheng Deng
02-Dec-2024	19:43	Application for review of Registrar's Decision: Federal Circuit and Family Court (Division 2) (Bankruptcy) Rules 2021 form B3A	Cheng Deng
02-Dec-2024	19:43	Affidavit	Cheng Deng
26-Nov-2024	13:15	Notice of appearance: Federal Circuit and Family Court (Division 2) (Bankruptcy) Rules 2021 form B4	Cheng Deng
08-Aug-2024	11:44	Consent to Act as Trustee	Mr Adam Watson
07-Aug-2024	09:04	Affidavit	Mr Adam Watson
07-Aug-2024	09:04	Affidavit of Debt	Mr Adam Watson
01-Aug-2024	14:56	Affidavit of Service	Mr Adam Watson

01-Aug-2024	14:56	Affidavit of Service	Mr Adam Watson
01-Aug-2024	09:10	Affidavit	Mr Adam Watson
31-Jul-2024	14:13	Affidavit of Debt	Mr Adam Watson
28-Jun-2024	15:48	Affidavit of Service of Bankruptcy Notice	Mr Adam Watson
28-Jun-2024	15:48	Creditor's petition: Federal Circuit and Family Court (Division 2) (Bankruptcy) Rules 2021 form B6	Mr Adam Watson

Parties

Role	Name	End Date
Docket	Judge Cameron	
Respondent	Cheng Deng	

Contact Legal Representative Respondent Ren Zhou Lawyers

Applicant	Mr Adam Watson	
Docket	Judge Cameron	09-May-2025
Docket	NSW Registrar	22-Apr-2025

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Federal Court of Australia
District Registry: Queensland
Division: General Division

IN THE MATTER OF PIONEER LAKES PTY LTD ACN 108 681 563

MICHAEL JOE BOTICA and others

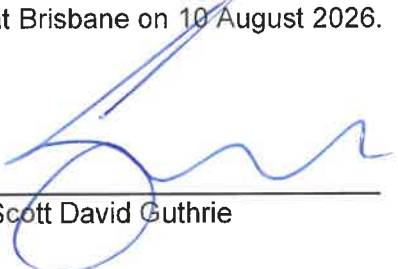
Plaintiffs

ADAM WATSON and others

Defendants

ANNEXURE CERTIFICATE

This is the document referred to as “SDG-13” in the Affidavit of Scott David Guthrie affirmed at Brisbane on 10 August 2026.



Scott David Guthrie

Witness

Filed on behalf of (name & role of party)

Prepared by (name of person/lawyer)

Law firm (if applicable)

Tel +61 7 3338 7516

Email sguthrie@thomsons.com.au

Michael Joe Botica, Stephen Brian Coleman, John Leslie
O'Toole, Grassland Properties Pty Ltd ACN 106 656 802,
Jomist Developments Pty Ltd ACN 104 650 526, Plaintiffs

Scott David Guthrie

Thomsons

Fax 07 3338 7599

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1 Eagle Street
BRISBANE QLD 4000

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Date	Time	Case no.	Case name	Jurisdiction	Court	Listing type	Presiding officer	Location	Court room	List no.
12 Aug	9:15 am	2026/00155879	<u>Summons: Adam Watson v Director of Public Prosecutions (NSW) - Sydney</u>	Civil	Court of Appeal	Directions (Supervisory Jurisdiction)	Unassigned	Supreme Court Sydney	Unassigned	-
20 Aug	9:30 am	2025/00456027	<u>Adam Watson v Abbas Zein</u>	Civil	District Court	Directions (Case Managed List)	Judicial Registrar K Jones	Sydney	John Maddison Tower Crt 7D Lvl 7 JMT	-