

FACSIMILE

Attention: Justice Wolstenholme Young AO,
Chief Judge in Equity,
Supreme Court of NSW,
Law Courts, Queens Square,
Sydney, NSW 2000

BY FACSIMILE: 02-- 9230 8837

3 Pages faxed including this page

RE: PERPETUAL LIMITED V FIONA CAROLINE CRISTIAN

We refer to the SUMMONS filed before Justice Nicholas, in Court 9B on the 7th June 2007, by the Plaintiff Perpetual Limited, for which NO File Number has been provided. (Refer to current Common Law case no 13403/06 and Court of Appeal file no. 40839/06.)

We note that the Duty Judge, Justice Nicholas, refused to give us time to prepare our case and that the Judge has listed the matter for hearing at 10.am on Friday 8th June, 2007. This has not given us the appropriate time to prepare our Case. We would like the matter to be listed for another day as I, the Defendant, and my husband, who is acting as my Power of Attorney, live two 2 hours drive from Sydney and are not able to fully present our case.

We enclose for your attention the Submissions given to the Duty Judge at Court 9B.

Sincerely,



Fiona Caroline Cristian.
Po Box 1320 Bowral
NSW 2576 Australia
Mobile: 0418 203204

SUBMISSIONS OF DEFENDANT FIONA CAROLINE CRISTIAN

COURT DETAILS

IN THE SUPREME COURT
OF NEW SOUTH WALES
SYDNEY REGISTRY

EQUITY DIVISION

FILE No. 2007

TITLE OF PROCEEDINGS

Plaintiff : PERPERTUAL LIMITED A.C.N 000 31 8271

Defendant : FIONA CAROLINE CRISTIAN

SUBMISSIONS

1. The Defendant at the hearing of the Summons filed by the Plaintiff submits that there are very serious issues relating to the alleged Loan and alleged Mortgage provided by the Plaintiff to the Defendant.
2. The Defendant submits that the Judgment and Orders made by Mason P and Handley AJA of the New South Wales Court of Appeal made on the 2nd April 2007 and the Judgment made by Hidden J. of the Common Law Division made on 15th November 2006 cannot make legal, the illegal act of making a fraudulent Mortgage upon which the Defendant has been deceived into believing that she was entering into a contract with Macquarie Mortgages which at not time alleged to be an agent of the Plaintiff.
3. The Defendant further submits that at no time she gave her authority or consent to enter into a contractual obligation with the Plaintiff through Macquarie Mortgages A.C.N
4. The Defendant submits that she had a civil right to have the matters relating to the alleged Loan and Mortgage ventilated in Court and that the Judgment from Mason P and Handley AJA of the Court of Appeal and from Hidden J of the Common Law Division has deprived the Defendant of her civil rights.
5. The Defendant submits that the issues relating to the loan and mortgage alleged to have been provided by the Plaintiff to the Defendant is a matter of very serious implications which has caused the Defendant and her family tremendous financial and emotional damages as the Defendant has never given the Plaintiff or its servants or alleged agent any authority to make a contract which would deprive her of the property upon which the New South Wales Court of Appeal and the Common Law

Division of the Supreme Court made Orders for Possession which had been obtained by fraudulent misrepresentation and by violations of the civil and human rights of the Defendant and her family.

6. The Defendant submits that the Judgment and Orders of the Courts have been made in full disregard of the Defendants rights as provided by the UN International Covenant on Civil and Political Rights and by the UN Declaration of Human Rights and in full disregard of the UN Treaty Against Corruption in force in Australia since 6 January 2006.
7. The Defendant submits that the Equity Division of the Supreme Court of New South Wales cannot make legal an illegal act and that the Defendant has a right to have the matters relating to the alleged Loan and Mortgage fully investigated before the Plaintiff can be given the right to benefits of the Fraudulent Judgments and Orders made on 2nd April 2007 and of 15th November 2006.
8. The Defendant further submits that she has suffered a tremendous denial of procedural fairness at the hands of Judicial Officers of the Court and that it cannot be said that the Defendant was equally represented by able legal representation at the time the Judgment and Orders were made and that the denial of procedural fairness amounts to the violations of Article 5 of the International covenant on Civil and Political Rights which provides as follows:

“ 1. Nothing in the present Covenant may be interpreted as implying for any State, group or person any right to engage in any activity or perform any act aimed at the destruction of any of the rights and freedoms recognised herein or at their limitation to a greater extent than it is provided for in the present Covenant.”

“2. There shall be no restrictions upon or derogation from any of the fundamental human rights recognized or existing in any State Party to the present Covenant pursuant to law, convention, regulations or custom on the pretext that the present Covenant does not recognize such rights or that that it recognizes them to a lesser extent.”

9. The Defendant submits that she has the right to a hearing and trial of the matters relating to the alleged loan and mortgage and that must be given the time to prepare and present full arguments and evidence in relation to the summons filed by the Plaintiff.

Dated: 7 June 2007



Mr Arthur Cristian for and on behalf of Defendant