

Judgment
6, 1965

P.C.
G.D.L.G.6

IN THE PRIVY COUNCIL

No. 43 of 1964

ON APPEAL FROM THE HIGH COURT OF AUSTRALIA

BETWEEN: PACIFIC MOTOR AUCTIONS PTY LIMITED

(Defendant) APPELLANT

AND: MOTOR CREDITS (HIRE FINANCE) LIMITED

(Plaintiff) RESPONDENT

RECORD OF PROCEEDINGS

VOLUME II

LIGHT & FULTON,
24 John Street,
Bedford Row,
London, W.C.1.

KINGSLEY WOOD & CO.,
6 & 7 Queen Street,
London E.C.4.

SOLICITORS FOR THE APPELLANT

SOLICITORS FOR THE RESPONDENT

~~PC~~
~~GDL~~

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
STUDIES
-4 FEB 1966
21 BEDFORD SQUARE
LONDON, W.C1.

80925

IN THE PRIVY COUNCIL
ON APPEAL FROM THE HIGH
COURT OF AUSTRALIA

No. 43 of 1964.

BETWEEN: PACIFIC MOTOR AUCTIONS PTY. LIMITED
(Defendant) APPELLANT

AND: MOTOR CREDITS (HIRE FINANCE) LIMITED
(Plaintiff) RESPONDENT

RECORD OF PROCEEDINGS

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IN THE PRIVY COUNCILNo. 43 of 1964ON APPEAL FROM THE HIGH COURT OF AUSTRALIA

BETWEEN: PACIFIC MOTOR AUCTIONS PTY LIMITED
 (Appellant) Respondent
 - and -
 MOTOR CREDITS (HIRE FINANCE) LIMITED
 (Respondent) Appellant

EXHIBITSEXHIBITS

10

PLAINTIFFS EXHIBIT "W" DISPLAY AGREEMENT
 HIRE FINANCE LTD with MOTORDOM, 17th
 February, 1960.

P. "W"

Display Agree-
 ment Hire
 Finance Ltd
 with Motordom
 17th February
 1960.

DISPLAY AGREEMENT ADDRESS 124 Merrylands Road,
 MERRYLANDS

HIRE FINANCE LIMITED

9-13 BLIGH STREET, SYDNEY

Telephone: BW 1302

20

AN AGREEMENT made on the Seventeenth day of February
 One thousand nine hundred and Sixty BETWEEN HIRE
FINANCE LIMITED of 9-13 Bligh Street, Sydney (here-
 inafter referred to as the Company) AND The under-
 signed (hereinafter referred to as the Agent)
WHEREAS the company at the request of the agent
 has agreed to permit the agent to acquire motor
 vehicles on behalf of the company and to sell such
 vehicles on behalf of the company upon the follow-
 ing terms :-

30

1. The agent is authorised to purchase such
 types of motor vehicles and cycles and in
 such quantity as the company may from time
 to time in writing authorise. Such auth-
 ority may be revoked at any time but shall
 not affect any vehicles or cycles purchased
 in pursuance of such authority prior to its
 revocation. All such motor vehicles and
 cycles are referred to hereinafter as goods.

Exhibit "W"

EXHIBITSP. "W"

Display Agree-
ment Hire
Finance Ltd
with Motordom

17th February,
1960.

Continued.

2. All new goods shall be purchased by the agent from the distributor in the name of the company and shall be paid for by the company. Any used goods may be purchased by the agent in the name of the company or in the name of the agent without disclosing the agency. Purchase in this regard shall include a trade-in to the agent in the ordinary course of his business.
3. The company will pay to the agent 90% of the purchase price or trade-in allowance of any used goods but prior to so doing reserves to itself the right to assess by independent valuation or otherwise the fair wholesale value of any such goods and such assessment shall be binding on the agent and shall be substituted for the purchase price or trade-in allowance. 10
4. The agent agrees to keep all goods purchased in pursuance hereof in as good order and condition as when acquired on behalf of the Company and will indemnify the company from and against all loss or damage thereto from any cause whatsoever arising while in the possession of the agent and in particular will indemnify the company from and against all actions proceedings claims and demands arising out of any defect in the title thereto. 20
5. The agent agrees that as from the date of acquisition any goods purchased in pursuance hereof shall be on hire and the possession of the agent shall be as bailee only. Nevertheless the agent may sell such goods on behalf of the Company. If a sale is made by the agent for cash or on hire purchase not arranged through the company the agent will account to the company immediately thereafter (and irrespective of the sale price) for: 30
 - (a) in the case of new goods the purchase price paid by the company 40
 - (b) in the case of used goods the 90% of the purchase price or trade-in allowance or assessment paid by the company to the agent.

If a sale is on hire purchase arranged

Exhibit "W"

through and accepted by the company (at its discretion) the agent will immediately thereafter:-

EXHIBITSP. "W"

- (a) in the case of new goods account to the company for the deposit received less the difference between the sale price and the purchase price paid by the company
- (b) in the case of used goods account to company for the deposit received less the difference between the sale price and the 90% paid by the company to the dealer

Display Agree-
ment Hire
Finance Ltd
with Motordom

17th February,
1960.

Continued.

AND in all cases exclusive of the hiring or rental charges referred to in Clause 7 hereof BUT the agent shall be entitled to retain any surplus over and above the above amounts as and by way of his commission.

- 20 6. DURATION OF AGREEMENT. The agent or the company may at any time respectively return or require the return of any goods and the agent will on demand forthwith deliver up possession of any goods the subject hereof and in default the company may at any time by its authorised agent take possession of any goods without notice and may enter any premises of or controlled by the agent by force if necessary and as the act of the agent may enter any premises of any other person in the name of the agent.
- 30
- 40 7. RENTAL OR HIRING. The agent shall pay to the company on demand during the bailment of any goods a rental calculated from the date of acquisition by the company until the date of return to the company or in the case of a sale until the day of accounting by the agent of Thirty pounds per centum per annum on a daily basis on the price paid by the company under clause 2 or 3 hereof as the case may be provided nevertheless that the company will accept in lieu thereof in all cases where the agent shall observe the terms and conditions hereof and in respect of all goods sold on hire shall submit an offer to hire

Exhibit "W"

EXHIBITS

P. 11W11

Display Agree-
ment Hire
Finance Ltd
with Motordom

17th February,
1960.

Continued.

to the company a rental calculated on a monthly basis of :-

- (i) Six pounds per centum per annum on the price paid by the company on new goods or
- (ii) Eight pounds per centum per annum on the 90% paid by the company on used goods.

8. All payments shall be made at the office of the company 9-13 Bligh Street, Sydney, unless otherwise directed free of exchange and shall be credited only to the extent of cash actually received.

9. In the interpretation of this agreement masculine words shall include the feminine and neuter genders, singular words shall include the plural and visa versa. Persons shall include corporations and where there are more than one person they shall be bound jointly and severally.

Company	{	<u>THE COMMON SEAL of</u>	}	.....
		was hereunto affixed in		Director
		the presence of :-		.....
		..... Secretary		Director
		or		
Partnership	{	<u>SIGNED by</u>	}	
		.....		Signature
		(Partners' full names)		Signature
		.....		Signature
			
		Trading as		
		In the presence of		
Witness:				
.....				
or -				
Sole Trader	{	(SIGNED by Robert Webb	}	
		Trading as Motordom		
		(Cnr. Church & Dakin Sts. Parramatta		Signature
		Merrylands Road, Merrylands		Robert Webb
		in the presence of		(Signed)
(Witness) Norman J. Gulson (sgd)				

DEFENDANTS EXHIBIT "7" DISPLAY PLAN
GRIFFITHS BROS. CREDITS PTY LIMITED
with MOTORDOM 14th March, 1960.

EXHIBITS

D.7.

D I S P L A Y P L A N

To: Address 124 Merrylands Road,
Merrylands
Date 14 - 3 1960.

Display Plan
Griffiths Bros.
Credits PTY
Limited with
Motordom

10 GRIFFITHS BROS. CREDITS PTY. LTD. (hereinafter
called "Griffiths Bros. Credits")
Head Office: 69 Commonwealth Street,
Sydney

14th March,
1960.

The undersigned (name in full) Robert Webb
of (Business address) 124 Merrylands Road,
Merrylands

(occupation) Motor Trader
trading as (business name) MOTORDOM
having its principal place of business at
124 Merrylands Road, Merrylands,

20 (hereinafter called "the Dealer") in consideration
of Griffiths Bros. Credits authorising the Dealer
to procure for Griffiths Bros. Credits as set out
below motor vehicles and such other goods as may
be agreed on from time to time which Griffiths
Bros. Credits will let on hire to the Dealer for
display on the Dealer's showroom floor HEREBY
AGREES as follows:-

30 1. To purchase on Griffiths Bros. Credits
behalf and as its agent, within the limits and
subject to the conditions set out below, display
units as defined in Clause 2 suitable for display
on the Dealer's showroom floor.

2. A DISPLAY unit may consist of :-

- 40 (a) a new vehicle - that is to say, a new
motor car or goods or passenger-
carrying vehicle, to be acquired from
the manufacturer or distributor
(either of whom are comprised in the
term "distributor" used hereunder).
- (b) a used vehicle - that is to say, a used
motor car or goods-carrying vehicle not
being a trade-in as defined in sub-
clause (c).

Exhibit "7"

EXHIBITS

D.7.

Display Plan
Griffiths
Bros. Credits
PTY Limited
with Motordom

14th March,
1960.

Continued.

(c) a "trade-in" - that is to say, a motor-car or goods or passenger-carrying vehicle taken over by the Dealer on the disposal of a new motor-vehicle as defined in Clause 2 sub-clause (b) or on a trade-in as defined in this sub-clause (whether the new vehicle or used vehicle or trade-in as the case may be, is itself a display unit or is part of the Dealer's general stock).

10

3. THE Dealer's authority to purchase display units hereunder shall be limited by such directions as Griffith Bros. Credits may give the Dealer from time to time as to the make price type or model of display units to be purchased and as to the limit of expenditure and in particular Griffiths Bros. Credits may limit the Dealer to any one or more of the classes and sub-classes of display unit defined in Clause 2 and may at any time wholly revoke or suspend his authority.

20

4. (a) Every new vehicle purchased as a display unit shall be purchased from the distributor in Griffiths Bros. Credits name and shall be paid for by Griffiths Bros. Credits direct to the distributor on or before delivery of the vehicle to the Dealer.

(b) Every used vehicle purchased as a display unit shall be purchased by the Dealer from the owner thereof as Griffiths Bros. Credits' agent (but without his necessarily disclosing the fact of agency) and shall be paid for in the first instance by the Dealer as Griffiths Bros. Credits' agent, but Griffiths Bros. Credits shall reimburse the Dealer as provided in clause 5.

30

(c) Every trade-in as defined in Clause 2 (c) taken over by the Dealer shall if covered by the limits of his authority hereunder existing at the time the trade-in is taken over be deemed to have been purchased by him as Griffiths Bros. Credits' agent whether he discloses to the other party the fact of agency or not, and he shall be deemed to have paid to the other party, as Griffiths Bros. Credits' agent, an amount equal to the trade-in allowance on the

40

Exhibit "7"

trade-in, Griffiths Bros. Credits shall reimburse the Dealer for such expenditure as provided by Clause 5.

EXHIBITS

D.7.

(d) The Dealer shall have no right or interest in any display unit acquired hereunder which shall be solely the property of Griffiths Bros. Credits.

Display Plan
Griffiths
Bros. Credits
PTY Limited
with Motordom

14th March,
1960.

Continued.

- 10 5. GRIFFITHS BROS. CREDITS shall indemnify and reimburse the Dealer in respect of the expenditure incurred by him as Griffiths Bros. Credits' Agent under Clause 4 (hereinafter called "the purchase money") as follows:-

20 In the case of a used vehicle or trade-in as defined in Clause 2 sub-clauses (b) and (c) Griffiths Bros. Credits shall reimburse the Dealer one hundred (100) per cent, of the purchase money or of the fair wholesale value as assessed under Clause 6 (whichever is the less) when he has complied with Clause 6 and the balance shall be reimbursed (subject to Clause 10) when such display unit is disposed of.

- 30 6. BEFORE acquiring any used vehicle or trade-in the Dealer will satisfy himself as to the title. He will supply Griffiths Bros. Credits with such details as Griffiths Bros. Credits requires concerning the vehicle and will hand Griffiths Bros. Credits the owner's certificate (if any). Further the Dealer warrants that he will not acquire any trade-in or used vehicle at a sum higher than the fair wholesale value. Griffiths Bros. Credits may at any time assess the fair wholesale value of any trade-in or used vehicle purchased by the Dealer for Griffiths Bros. Credits and such assessment made by Griffiths Bros. Credits shall be strictly conclusive and binding between the parties. If Griffiths Bros. Credits' assessment is less than the purchase price paid by the Dealer and Griffiths Bros. Credits has reimbursed the Dealer on the basis of the purchase price, the dealer will on demand repay Griffiths Bros. Credits the amount paid by it in excess of 100 per cent. of the assessed fair wholesale value.
- 40

Exhibit "7"

EXHIBITS

D.7.

Display Plan
Griffiths
Bros. Credits
PTY Limited
with Motordom

14th March,
1960.

Continued.

7. THE Dealer indemnifies Griffiths Bros. Credits against any loss arising by reason of the title to any display unit purchased by him on Griffiths Bros. Credits' behalf proving to be defective.
8. THE Dealer will carry out at his expense all repairs to used vehicles and trade-ins as defined in Clause 2 sub-clauses (b) and (c) necessary to put the units in reasonable order. 10
9. TO take every display unit on to the Dealer's floor immediately after its acquisition and to be personally liable for and pay all freight and delivery charges on the unit. The Dealer shall be deemed for the purposes of this agreement to have taken delivery on the date of acquisition of the unit.
10. To take on hire every display unit provided hereunder and keep the same in the Dealer's own possession as bailee for Griffiths Bros. Credits for display purposes only on his showroom floor and not to allow the same to be driven or operated for demonstration or trading purposes but on the contrary to keep the same in at least as good a condition as when purchased for Griffiths Bros. Credits and to indemnify Griffiths Bros. Credits against any loss or damage to the unit (whether before or after it reaches the Dealer's floor) arising from the act or default of anyone but Griffiths Bros. Credits and against any expenses incurred by Griffiths Bros. Credits in making good any default by the Dealer. Further the Dealer hereby warrants that on the sale or other disposal of the display unit (wherever occurring) Griffiths Bros. Credits will receive a price or sum (exclusive of hire charges) at least equivalent to the distributor's net price in respect of a new display unit or the purchase money referred to in Clause 5 in the case of display units as defined in Clause 2 sub-clauses (b) and (c). 20 30 40
11. SUBJECT to the limitations in Clause 10 the Dealer may sell the display unit on Griffiths Bros. Credits' behalf or receive on its behalf offers to take it on hire purchase from

Exhibit "7"

Griffiths Bros. Credits and he shall account to Griffiths Bros. Credits for all moneys received by him from the customer. If the unit is disposed of under hire purchase his authority to receive moneys on Griffiths Bros. Credits' behalf shall be limited to the initial payment and he shall not have or hold himself out as having any authority to collect rentals on Griffiths Bros. Credits' behalf.

EXHIBITS

D.7.

Display Plan
Griffiths
Bros. Credits
PTY Limited
with Motordom

14th March,
1960.

Continued.

10

12. NOTHING contained in Clause 11 shall relieve the Dealer of any obligations to Griffiths Bros. Credits in respect of a display unit insofar as the sums available in accordance with Clause 11 prove insufficient to discharge such obligations.

20

13. (a) If during the bailment a display unit is sold or let by Griffiths Bros. Credits on hire purchase to a customer the Dealer shall subject to sub-clauses (b) and (c) be entitled by way of commission to a sum equal to

(1) In the case of a new vehicle - the difference between the distributor's net price to Griffiths Bros. Credits for the unit and the retail cash list price:

30

(2) in the case of a used car or trade-in - the difference between the purchase money or the assessed fair wholesale value (whichever is less) and the cash list price to the customer.

(b) If there is no "difference" as aforesaid, no commission shall be payable by Griffiths Bros. Credits.

40

(c) Griffiths Bros. Credits will however be entitled to deduct from the commission referred to in sub-clause (a) -

(1) any freight and delivery or other charges on the display unit

Exhibit "7"

EXHIBITS

D.7.

Display Plan
Griffiths
Bros. Credits
PTY Limited
with Motordom

14th March,
1960.

Continued.

paid by Griffiths Bros. Credits
which should have been paid by the
Dealer, and

- (2) rent calculated over the whole of such display period involved at the rate of Five Pounds (£5.0.0.) for the first month and 1% simple per month thereafter on the distributor's net price to Griffiths Bros. Credits or the proportion of purchase money provided by Griffiths Bros. Credits under Clause 5 as the case may be, but such rent to be subject to adjustment in accordance with Griffiths Bros. Credits' rebating system in operation from time to time. 10

14. THE bailment of a display unit shall continue until the happening of whichever of the following events shall first happen :

- (a) the expiration of four months in the case of a new display unit or two months in the case of a used vehicle or trade-in calculated from the date of delivery to the Dealer (which periods are in this agreement called "display periods") : 20
- (b) the Dealer's delivering up the unit to Griffiths Bros. Credits;
- (c) Griffiths Bros. Credits' taking or demanding possession of it;
- (d) the disposal of it. 30

PROVIDED that if within 7 days after the expiry of a display period the Dealer does not return the unit to Griffiths Bros. Credits he shall be deemed to have re-hired it from Griffiths Bros. Credits as from the day after such expiry on the same terms as if it had been delivered to him as a display unit hereunder on that day.

15. THE Dealer may deliver up a display unit to Griffiths Bros. Credits at any time. Griffiths Bros. Credits or its authorised agent may at any time take possession of any unit without notice and for that purpose or in search of 40

Exhibit "7"

EXHIBITS

D.7.

Display Plan
Griffiths
Bros. Credits
PTY Limited
with Motordom

14th March,
1960.

Continued.

the unit may enter any premises of or controlled by the Dealer by force if necessary and as his act may enter the premises of any other person. Griffiths Bros. Credits or its authorised agent may check inspect or test any unit at any time and make for any such purpose the like entries as above. The Dealer indemnifies Griffiths Bros. Credits against responsibility for anything lawfully done in purported performance of this clause.

10

16. (a) The Dealer shall be liable to pay Griffiths Bros. Credits on demand rent during the bailment calculated at one-tenth of one per centum per day on the distributor's net price to Griffiths Bros. Credits or the proportion of the purchase money provided by Griffiths Bros. Credits under Clause 5 as the case may be PROVIDED HOWEVER that if the unit is sold or let on hire purchase during the bailment (whether original or renewed under the proviso to Clause 14) the total rent in respect of each display period shall be reduced to the rent stated in Clause 13 (c) (2).

20

- (b) If the Dealer fails or refuses to deliver a display unit to Griffiths Bros. Credits on demand by Griffiths Bros. Credits he shall be liable to pay Griffiths Bros. Credits as liquidated damages for detention an amount equal to one-tenth of one per centum per day calculated on the distributor's net price to Griffiths Bros. Credits or on the proportion of the purchase money provided by Griffiths Bros. Credits under Clause 5 as the case may be until Griffiths Bros. Credits obtains possession. This liability shall be without prejudice to any other legal obligation to Griffiths Bros. Credits on the Dealer's part in relation to the unit.

30

40

17. ANY trade-in taken by the Dealer on a display unit otherwise than in accordance with his then current authority to accept trade-ins as display units shall be deemed

EXHIBITS

D.7.

Display Plan
Griffiths
Bros. Credits
PTY Limited
with Motordom

14th March,
1960.

Continued.

- to have been taken over by him entirely on his own account and he shall be bound to provide to Griffiths Bros. Credits cash equal to the amount all-owed on the trade-in (if the same be traded in on a display unit).
18. TO deposit with Griffiths Bros. Credits an amount equivalent to ten per centum of the limit value for display units under this plan from time to time fixed by Griffiths Bros. Credits and to augment this amount to maintain this ratio if the limit value is increased. Griffiths Bros. Credits shall refund to the Dealer on request any amount required to maintain this ratio if the limit value is reduced. 10
19. GRIFFITHS BROS. CREDITS may at any time in its discretion use all or any part of the deposit moneys to discharge any of the Dealer's obligations to Griffiths Bros. Credits whether arising under this agreement or otherwise or in Griffiths Bros. Credits discretion to pay any sum owing by the Dealer to any distributor from whom a display unit or units have been purchased hereunder. On the termination of this agreement Griffiths Bros. Credits shall re-pay to the Dealer any of the deposit remaining subject to his no longer being indebted to Griffiths Bros. Credits or to any such Distributor as aforesaid. 20 30
20. THE Dealer may not assign his rights hereunder. He will indemnify Griffiths Bros. Credits against any loss suffered by Griffiths Bros. Credits by reason or arising out of any failure by him to observe or perform his obligations hereunder. Griffiths Bros. Credits may pay any moneys payable by the Dealer to a third party in respect of a display unit and the sum paid shall be deemed a debt due by the Dealer to Griffiths Bros. Credits. Griffiths Bros. Credits shall have power to appropriate any moneys paid by the Dealer or any sum due by Griffiths Bros. Credits to the Dealer towards any debt or liability owing by him. All payments to be made by the Dealer to Griffiths Bros. Credits under this agreement shall be made at Griffiths Bros. Credits' office free of exchange and shall only affect 40

Exhibit "7"

payment to the extent of cash actually received.

EXHIBITS

D.7.

Display Plan
Griffiths
Bros. Credits
PTY Limited
with Motordom

14th March,
1960.

Continued.

10 21. THE agreement may be terminated as to
future transactions by either party giving
notice but this shall not affect the rights
and liabilities of the parties in respect
of transactions hereunder prior to such
notice. During the continuance hereof the
Dealer undertakes to submit to Griffiths
Bros. Credits exclusively all offers to
take on hire purchase made by any cus-
tomer in respect of any display unit
supplied hereunder. The Dealer hereby
requests Griffiths Bros. Credits to accept
any such offer and agrees that in consi-
deration of Griffiths Bros. Credits (in
its discretion) accepting any such offer
the hire purchase agreement constituted by
such acceptance shall be deemed to be and
shall be treated as having been entered into
under and in pursuance of the Dealer's Trade
Agreement with Griffiths Bros. Credits in
force at the time of submission of the offer,
and every such hire purchase agreement shall
be deemed a relevant hire purchase agreement
within the meaning of the Trade Agreement
and the Dealer shall be obligated in
respect of it accordingly.

30 22. THIS AGREEMENT shall extend to Griffiths
Bros. Credits' nominees successors and
assigns and to the Dealer's personal
representatives and in the case of a
corporation its successors. Singular words
shall include plural and vice versa. Mascu-
line shall include the feminine and neuter
genders. Persons shall include corporations
and where there is more than one person
they shall be bound jointly and severally.

40 SIGNED by the said Robert Webb) Robert Webb (Sgd)
in the presence of: }
Joseph Barrington } Joseph Barrington (Sgd)

SIGNED by the said }
in the presence of: } Joseph Barrington (Sgd)

THE COMMON SEAL of }
was hereunto affixed by } Stamp Duty 1/6d.
authority in the presence of:)

..... Director
..... Secretary

Exhibit "7"

265.

EXHIBITS

PLAINTIFFS EXHIBIT "J" CHEQUE 12033
AND COPY VOUCHER 30TH MAY, 1960.

P.J.

Cheque 12033
and Copy
Voucher

HIRE FINANCE LIMITED

L

(A Motor Credits Limited Subsidiary)

30th May,
1960.

NO. 12033.

BANK OF NEW SOUTH WALES

SYDNEY, N.S.W.

30th May, 1960

THE COMMERCIAL
BANKING CO. OF SYD. LTD.

10

CO 14 31 MAY 60

PAY MOTORDOM OR ORDER THE SUM OF FOUR THOUSAND
AND NINETY FIVE POUNDS £4095/-/-

MERRYLANDS N.S.W.
NOT NEGOTIABLE

For and on behalf of

HIRE FINANCE LIMITED

Norman J. Gulson

R.W. Stevens.

20

"MOTORDOM"

Payee's
Endorsement N. Bell

Duty Stamp
3d.

Exhibit "J"

7

The Manager,
 Motordom,
 124 Merrylands Road,
MERRYLANDS

EXHIBITSP.J.

Cheque 12033
 and Copy
 Voucher

30th May 1960.

30th May, 1960

Continued.

Display Plan:

	1957 Holden FE	- BGP-265	£660. 0. 0.
	1958 Holden FC	- BNG-054	£780. 0. 0.
	1956 Holden Ut.& Cnpy	- BFD-922	£450. 0. 0.
10	1957 Holden Ute.	- CBF-159	£495. 0. 0.
	1950 Holden	- HM -930	£225. 0. 0.
	1955 Plymouth	- BWS-047	£495. 0. 0.
	1954 Minor	-ASO-534	£315. 0. 0.
	1957 Holden	- CBV-524	£675. 0. 0.
			<u>£ 4095. 0. 0.</u>

NO. 12033

30th May 60

MOTORDOM

----- FOUR THOUSAND & NINETY FIVE POUNDS -----

20

---4095/-/--

Exhibit "J"

EXHIBITS

PLAINTIFFS EXHIBITS "K" CHEQUE 12072 AND
COPY VOUCHER 3RD JUNE 1960.

P.K.

HIRE FINANCE LIMITED L

Cheque 12072
and Copy
Voucher

(A Motor credits Limited Subsidiary)

BANK OF NEW SOUTH WALES

3rd June, 1960.

No. 12072

SYDNEY, N.S.W.

3rd June 1960

THE COMMERCIAL
BANKING CO. OF SYD LTD.

10

0065 14 JUN 60

PAY MOTORDOM OR ORDER THE SUM OF TWO THOUSAND
THREE HUNDRED AND THIRTY POUNDS £2330/-/----

MERYLANDS N.S.W.
NOT NEGOTIABLE

"MOTORDOM"
Payee's
Endorsement N.Bell
Duty Stamp 3d.

For and on behalf of
HIRE FINANCE LIMITED

C. Reddie
R.W. Stevens

20

The Manager,
Motordom,
124 Merrylands Rd.,
MERRYLANDS.

3rd June 1960

Display Plan:

1957 Holden Sedan	-BCB-996	£650. 0. 0.
1957 Holden "	-511-214 (SA)	£640. 0. 0.
1957 Holden "	-CAR-641	£665. 0. 0.
1954 Holden "	-ARY-179	£375. 0. 0.
		<u>£2330. 0. 0.</u>

30

No. 12072

3rd June 60

MOTORDOM

----- TWO THOUSAND THREE HUNDRED AND THIRTY POUNDS ----
-----2330/-/-----

Exhibit "K"

PLAINTIFFS EXHIBIT "L" CHEQUE 12095 AND
COPY VOUCHER 7TH JUNE, 1960.

EXHIBITS

HIRE FINANCE LIMITED L
(A Motor Credits Limited Subsidiary)

P.L.
Cheque 12095
and Copy
Voucher

BANK OF NEW SOUTH WALES
No.12095

SYDNEY, N.S.W.
7th June 1960

7th June,1960

10

THE COMMERCIAL
BANKING CO. OF SYD LTD.

0045 19 JUN 60

PAY MOTORDOM PTY. LTD. OR ORDER THE SUM OF
TWO THOUSAND THREE HUNDRED AND SIXTY-POUNDS
£2360. 0. 0---

MERRYLANDS N.S.W.
NOT NEGOTIABLE

20

"MOTORDOM"
Payee's
Endorsement Robert Webb
Stamp Duty 3d.

For and on behalf of
HIRE FINANCE LIMITED
C. Reddie
R.W. Stevens

PAYEES ACCOUNT CREDITED WITH and
For THE COMMERCIAL BANKING COMPANY OF SYDNEY

R.L. Dennis

Manager at Merrylands N.S.W.

EXHIBITSP.L.Cheque 12095
and Copy
Voucher

7th June, 1960.

Continued.

The Manager,
Motordom Pty. Ltd.,
124 Merrylands Rd.,
MERRYLANDS.

7th June, 1960.

Display Plan :

1956 Holden F.J.	Reg. No.	BAT-026	£460. 0. 0.	
1957 Holden Ute.	" "	BKV-206	535. 0. 0.	
1955 Holden	" "	AUT-491	515. 0. 0.	
1954 Holden	" "	APB-516	425. 0. 0.	10
1954 Holden	" "	ANO-277	425. 0. 0.	
			<u>£2360. 0. 0.</u>	

No. 12095

7th June 60

MOTORDOM PTY. LTD.

TWO THOUSAND THREE HUNDRED AND SIXTY POUNDS

---2360. 0. 0.---

Exhibit "L"

270.

PLAINTIFFS EXHIBIT "M" CHEQUE 12219 AND
COPY VOUCHER 20TH JUNE, 1960.

EXHIBITS

HIRE FINANCE LIMITED L
(A Motor Credits Limited Subsidiary)

P.M.

BANK OF NEW SOUTH WALES
No. 12219

Cheque 12219
and Copy
Voucher

SYDNEY, N.S.W.

20th June 1960

20th June,
1960.

10

THE COMMERCIAL
BANKING CO. OF SYD LTD.

0020 21 JUN 60

PAY MOTORDOM OR ORDER the SUM OF THREE THOUSAND
AND TWENTY FIVE POUNDS £3025/-/---

MERRYLANDS N.S.W.
NOT NEGOTIABLE

"MOTORDOM"
Payee's
Endorsement N.Bell.
Duty Stamp 3d.

For and on behalf of
HIRE FINANCE LIMITED
Norman J. Gulson (sgd)
R.W. Stevens

20

The Manager,
Motordom,
124 Merrylands Road,
MERRYLANDS

20th June 1960

Display Plan :

30

1955 Holden	- AVK-972	£495. 0. 0.
1958 " Stat.Sed.	- CCH-931	770. 0. 0.
1957 " "	- CBV-524	665. 0. 0.
1958 " Ute.	- BFF-020	630. 0. 0.
1955 " "	- AZU-108	465. 0. 0.

£3025. 0. 0.

No. 12219

20th June 60

MOTORDOM

----- THREE THOUSAND & TWENTY FIVE POUNDS-----
-----3025/-/-----

Exhibit "M"

EXHIBITS

PLAINTIFFS EXHIBIT "N" CHEQUE 12258 AND
COPY VOUCHER 24TH JUNE 1960.

P.N.
Cheque 12258
and Copy
Voucher
24th June,
1960.

HIRE FINANCE LIMITED L
(A Motor Credits Limited Subsidiary)
No. 12258

BANK OF NEW SOUTH WALES
SYDNEY, N.S.W.

24th June 1960

THE COMMERCIAL
BANKING CO. OF SYD LTD.
0001 28 JUN 60

10

PAY MOTORDOM OR ORDER THE SUM OF FOUR THOUSAND
TWO HUNDRED AND TWENTY POUNDS £4220/-/--

MERRYLANDS N.S.W.
NOT NEGOTIABLE

"MOTORDOM"
Payee's
Endorsement N. Bell
Duty Stamp 3d.

For and on behalf of
HIRE FINANCE LIMITED
Norman J. Gulson (Sgd)
R.W. Stevens

20

The Manager,
Motordom,
124 Merrylands Rd.,
MERRYLANDS.

24th June 1960

Display Plan:

1957 Holden	BEY-410	£635. 0. 0.	
1957 Zephyr	BEB-365	635. 0. 0.	
1954 Holden P/V	ABN-191	405. 0. 0.	
1957 Hillman	AGU-031	560. 0. 0.	
1955 Holden	AUH-500	480. 0. 0.	
1955 Zephyr Conv.	AVO-831	455. 0. 0.	
1958 Holden	BHC-824	655. 0. 0.	
1955 Holden	AMD-103	395. 0. 0.	
		<u>£4220. 0. 0.</u>	

30

NO. 12258

24th June 60

MOTORDOM
---FOUR THOUSAND TWO HUNDRED & TWENTY POUNDS---
----4220/-/---

Exhibit "N"

PLAINTIFFS EXHIBIT "U" AGREEMENT FOR RE-
PURCHASE MOTORDOM PTY LIMITED WITH HIRE
FINANCE LIMITED

EXHIBITS

P.U.

To Hire Finance Limited,
9-13 Bligh Street,
SYDNEY.

Agreement
for Re-
Purchase
Motordom PTY
Limited with
Hire Finance
Limited

In consideration of your Company from time to
time purchasing motor vehicles from me/us and
subsequently hiring such motor vehicles to
purchasers introduced by me/us,

10

I/We
of

- (a) Agree to repurchase such
motor vehicles from you
upon request, the re-
purchase price being
calculated in accordance
with the following formula:

20

Purchase Price in Hire Purchase Agreement	£	
Add: All payments and expenses incurred in repossession and delivery	£	_____ £
Less: All payments made by purchaser	£	
All refunds or allowances with the Hire Purchase Agreements Act	£	_____ £
REPURCHASE PRICE		£ =====

30

(b) This Agreement is limited to :

- (1) 1950 model vehicles or older
- (2) 1952 model vehicles or older of the
following makes :
Renault - Skoda - Ford Anglia - Prefect -
Pilot - Vauxhall Tourer - Austin A/40
Tourer - Austin A/40 and A/70 Commercials -
Austin A/90
- (3) 1953 model vehicles or older of the following
makes: -
Fordson - Bradford - Riley - Fiat 500 and
600 - Goliath.
- (4) 1954 model or older Singer Tourers.

40

EXHIBITS

P.U.

Agreement
for Re-
Purchase
Motordom PTY
Limited with
Hire Finance
Limited.

Continued.

MOTORDOM
PTY. LIMITED

COMMON SEAL

Company { THE COMMON SEAL OF

(Sgd)
Secretary

Robert Webb
Governing Director

Director

Partnership { SIGNED BY

(Partners full names
Trading as _____
Witness _____

Sole Trader { SIGNED BY

Trading as _____
Witness _____

Signature

DEFENDANTS EXHIBIT "2" LIST OF VEHICLES
12TH JULY 1960

EXHIBITS

MOTORDOM PTY. LIMITED

HEAD OFFICE: 124 Merrylands Road, Merrylands
 PHONE: YU 4396

Divisions at:
 Parramatta YY2096
 Merrylands YU4396
 Guildford YU9222
 Fairfield

D.2.
 List of
 Vehicles
 12th July
 1960.

		<u>ON.</u>	-	<u>12/7/60</u>	
10	P /	58 Holden FC	CBK 378 (PaC.8585)	650 /	585
	P /	56 Holden FE	BCO 571 (M/M 3882) (Cheque 567)	600 /	540
	P /	52 Holden	AFJ 747 (Univ.1016) Cheque only)	390 /	350
	P /	54 Holden FJ Spec	ANG 610 (M/M 3485)	485 /	435
	M	56 Plymouth P/Aite	BKD 320 (P.DeJong { T/I Alli- anie £- { Stat.2025 { £608 cheq. }	830 /	750
20	M /	52 Holden	BOY 444 (T/I 217 { Rheimberger }	325 /	290
	M /	54 Holden	APF 979		
	M /	55 Standard	ANT 179		
	M /	55 Hillman	CCO 441 (M/M 817 Invoice 3673)	360 /	320
	M /	55 Fiat 1100	AWW 447 (M/M 3643 { 517 }	420 /	380
30	PM /	54 Vagabond	APD 086 (M/M 3673 { 817 }	420 /	380
	P /	59 Holden P/V	CAE 809 (J.N.Caldwell) (Dealer JF 1223)	650 /	585
	P /	55 Holden FJ Spec	ATU 503 (PaC. 8619)	525 /	475
	P /	59 FC Holden S/S Spec.	BVB 521 (M/M 3571)	1025 /	925
	M /	57 Holden Spec.FE	CCA 544 (M/M 3485)	730 /	655
	P	57 Holden Spec.FE	CCK 876 (Reregistered)	720 /	650
	/	Invoice only		<u>£7320</u>	
40	/	Invoice and Receipt		<u>£7320</u>	

275.

EXHIBITS

PLAINTIFFS EXHIBIT "A" Cheque 12608
AND COPY VOUCHERS 22ND JULY 1960

P.A.

Cheque 12608
and Copy
Vouchers

22nd July 1960.

HIRE FINANCE LIMITED L

(A Motor Credits Limited Subsidiary)

BANK OF NEW SOUTH WALES
SYDNEY, N.S.W.

No. 12608

THE COMMERCIAL
BANKING CO. OF SYD LTD.
CO51. 26 JUL.60
22nd July 1960

Pay MOTORDOM OR ORDER 10

THE SUM OF ONE HUNDRED AND THIRTY SEVEN POUNDS

2/-----

£137/2/---

MERRYLANDS N.S.W.
NOT NEGOTIABLE

For and on behalf of

"MOTORDOM" PTY.
LTD.

HIRE FINANCE LIMITED

Payee's
Endorsement per N.Bell

(sgd)
(sgd)

20

Stamp
Duty
3d.

Exhibit "A"

276.

RS:DF

The Manager,
Motordom,
124 Merrylands Road,
MERRYLANDS

EXHIBITS

P.A.

Cheque
12608 and
Copy
Vouchers

22nd July, 1960.

22nd July,
1960.

Balance of Payment in Full:

Continued.

1959 Holden Sedan

Reg. No. CBK-378

10

A/c Hire K. Haines

£668.17. 0.

Less: Payout Display Plan,

Charges, etc., as per

enclosed Statement

531.15. 0.

£137. 2. 0.

D/PLAN £460. 0. 0.

D/PLAN
charges 71.15. 0.

£531.15. 0.

NO. 12608

20

22nd July 60

MOTORDOM

--- ONE HUNDRED AND THIRTY SEVEN POUNDS 2/-

---137/2/----

Exhibit "A"

EXHIBITS RWS:BAP

P.A.		22nd July, 1960	
Cheque	D.PLAN	460. 0. 0.	57
12608 and	Charges	<u>71.15. 0.</u>	
Copy		531.15. 0.	
Vouchers			
22nd July,			
1960.			

NO Action in books
of A/C

Continued. The Manager
Motordom FILE
124 Merrylands Road,
MERRYLANDS

10

Attention Mr. Webb

Dear Sir,

I wish to confirm the following alterations
to your Display Plan account.

As can be seen a surplus of £531.15.0. is
due in this Company's favour.

Accordingly I have deducted the amount from
the attached cheque.

Payout Display Plan

20

1957 Holden	BGP-265	£660. 0. 0.	
Charges		5. 0. 0.	
1957 Holden	Ute. CBF-159	495. 0. 0.	
Charges		3. 0. 0.	
1954 Minor	ASB-534	315. 0. 0.	
Charges		2. 0. 0.	
1957 Holden	BCB-996	650. 0. 0.	
Charges		4. 5. 0.	
1957 Holden	CAR-641	665. 0. 0.	
Charges		4. 5. 0.	
1954 Holden	ARY-179	375. 0. 0.	
Charges		2.10. 0.	
1955 Holden	AUT-491	515. 0. 0.	
Charges		3.10. 0.	
1958 Holden	S/S CCH-931	770. 0. 0.	
Charges		2.10. 0.	
1955 Holden	AZU-108	465. 0. 0.	
Charges		2. 0. 0.	
1957 Holden	BEY-410	635. 0. 0.	
Charges		2.10. 0.	
1957 Zephyr	BEB-365	635. 0. 0.	
Charges		2.10. 0.	
1955 Holden	AUH-500	480. 0. 0.	
1955 Zephyr	Conv. AVO-831	455. 0. 0.	
Charges		2. 0. 0.	
1957 Holden	CBV-524	665. 0. 0.	

30

40

£7816. 0. 0.

Exhibit "A"

PlusEXHIBITS.
P.A.Display Plan Charges

	1955 Holden	AZD-628	£	7.	5.	0.		Cheque
	1958 Holden	BWC-949		4.	0.	0.		12608 and
	1954 Holden	ANA-102		3.	0.	0.		Copy
	1958 Holden S/s	BOM-900		6.	0.	0.		Vouchers.
	1958 Holden	BNG-054		5.	0.	0.		22nd July,
	1956 Holden Ute.	BFD-922		3.	0.	0.		1960.
	1957 Holden	CBV-524		4.	10.	0.		Continued.
10	1957 Holden Ute.	BVK-206		3.	0.	0.	£	35.15.0.
								£7851.15.0.

LessDisplay Plan

	1958 Holden	CEK-378		585.	0.	0.		
	1956 Holden	BCO-571		540.	0.	0.		
	1952 Holden	AFJ-747		350.	0.	0.		
	1954 Holden	ANG-610		435.	0.	0.		
	1956 Plymouth P/Flite	BKD-320		750.	0.	0.		
	1952 Holden	BOY-444		290.	0.	0.		
20	1955 Hillman	CCO-441		320.	0.	0.		
	1955 Fiat 1100	AWW-447		380.	0.	0.		
	1954 Vagabond	APD-086		380.	0.	0.		
	1959 Holden P/Van	CAE-809		585.	0.	0.		
	1955 Holden	ATU-503		475.	0.	0.		
	1959 Holden	BVB-521		925.	0.	0.		
	1957 Holden	CCA-544		655.	0.	0.		
	1957 Holden	CCK-876		650.	0.	0.	£	7320. 0.0.
								£ 531.15.0.

30

Yours faithfully,
HIRE FINANCE LIMITED.

R.S. (Sgd. Int.)

R.W. STEVENS
ACCEPTANCE MANAGER.

Encls.

Exhibit "A"

EXHIBITS

PLAINTIFFS EXHIBIT "B" CHEQUE 12658 AND
COPY VOUCHERS 28TH JULY 1960.

P.B.
Cheque 12658
and Copy
Vouchers
28th July,
1960.

HIRE FINANCE LIMITED L
(A Motor Credits Limited Subsidiary)
BANK OF NEW SOUTH WALES
No.12658
SYDNEY, N.S.W.

THE COMMERCIAL
BANKING CO. OF SYD LTD.
0107 29 JUL 60

28th July 1960

10

PAY MOTORDOM OR ORDER THE SUM OF TWO HUNDRED AND
SIXTY FIVE POUNDS 9/----- £265.9/----

MERRYLANDS N.S.W.
NOT NEGOTIABLE

"MOTORDOM" (Pty.Ltd.) For and on behalf of
Payee's HIRE FINANCE LIMITED (sgd)
Endorsement per N.Bell. Norman J.Gulson (sgd)
Stamp Duty 3d.

RS:DP
The Manager,
Motordom,
124 Merrylands Road,
MERRYLANDS.

28th July 1960.

20

Balance of Payment in Full:

1954 Holden Panel Van
Reg. No. ARN-191
A/c Hire G.J. & V.J.Smith £391.14. 0.

Less:

Statement attached. 126. 5. 0.
£265. 9. 0.

30

NO. 12658
28th July 60

MOTORDOM
-----TWO HUNDRED & SIXTY FIVE POUNDS 9/-----
-----265/9/-----

Exhibit "B"

280.

RWS:BAL

28th July, 1960.

EXHIBITS

P.B.

The Manager,
Motordom Pty. Ltd.,
124 Merrylands Road,
MERRYLANDS.

Cheque 12658
and Copy
Vouchers

Dear Sir,

28th July,
1960.

I wish to confirm the following altera-
tions to your Display Plan, with the amount of
£126.5.0. being deducted from the attached cheque.

Continued.

10

Payout Display Plan

	1954 Holden P/Van	ABN-191	£405. 0. 0.	
		Charges	1. 5. 0.	
	1958 Holden	CBK-378	585. 0. 0.	
	1956 Holden	BCO-571	540. 0. 0.	
	1952 Holden	BOY-444	290. 0. 0.	
	1954 Vagabond	APD-086	380. 0. 0.	
	1959 Holden P/Van	CAE-809	585. 0. 0.	
	1959 Holden S/S	BVB-521	925. 0. 0.	
20	1957 Holden Spec.	CCK-876	650. 0. 0.	
				<u>£4361.5.0.</u>

Less: Display Plan

	1957 Ford Prefect	BKU-287	£425. 0. 0.	
	1954 Vauxhall Velox	AOT-858	390. 0. 0.	
	1955 Ford V.8.	AWR-485	560. 0. 0.	
	1952 Holden	AHB-924	310. 0. 0.	
	1954 Vauxhall Sed.	ATS-495	380. 0. 0.	
	1956 M/Oxford	BER-336	450. 0. 0.	
	1950 Oldsmobile	BVZ-975	380. 0. 0.	
30	1952 Jaguar	BYK-628	570. 0. 0.	
	1954 "	CAV-725	770. 0. 0.	
				<u>£4235.0.0.</u>
				<u>£ 126.0.0.</u>

Yours faithfully,
HIRE FINANCE LIMITED

R.S. (Int.)

R.W. STEVENS
ACCEPTANCE MANAGER

Exhibit "B"

EXHIBITS

PLAINTIFFS EXHIBIT "S" LETTER MOTORDOM
 PTY. LIMITED TO HIRE FINANCE LIMITED
14TH SEPTEMBER 1960.

P.S.

Letter
 Motordom
 PTY. Limited
 to Hire
 Finance
 Limited

MOTORDOM PTY. LIMITED

HEAD OFFICE: 124 Merrylands Road, Merrylands
 PHONE: YU 4396

14th September
 1960.

Divisions at:
 Parramatta YY 2096
 Merrylands YU 4396
 Guildford YU 9222
 Fairfield

10

14th September, 1960.

The Manager,
 Hire Finance Limited.,
 Box 2542, G.P.O.
SYDNEY

Dear Sir,

Please find enclosed cheque for the sum
 of four thousand three hundred pounds being pay-
 ment on below listed vehicles.

20

Thanking you,

Yours faithfully,
MOTORDOM PTY. LTD.

Per J. Chalmers
 (Signed)

Encl. 1

NB/JC.

1952 Holden	AFJ-747	350	
1954 Holden	ANG-610	435	
1955 Hillman	CCO-441	320	
1957 Ford Pr.	BKU-287	425	
1954 Jaguar	CAV-725	770	
1954 Holden	CDK-283	400	
1956 Holden	BDD-355	580	x
1954 Holden	ARV-382	440	
1956 Holden	BDD-335	580	x
		<u>£4300</u>	on invoice

30

No vehicles to go on

Exhibit "S"

DEFENDANTS EXHIBIT "1" COPY LETTER MOTORDOM
 PTY. LIMITED TO HIRE FINANCE LIMITED 1ST
OCTOBER 1960

EXHIBITS

D.1.

Vauxhall Victor £560.

1st October, 1960.

Mr. Stevens,
 Hire Finance Limited,
 Box 2542, G.P.O.,
SYDNEY

Copy Letter
 Motordom PTY.
 Limited to
 Hire Finance
 Limited

1st October,
 1960.

10 Dear Sir,

In connection with our Display Plan,
 please find list of vehicles.

Thanking you,

Yours faithfully,
MOTORDOM PTY. LTD.

Per _____

NEB:JLC

ON 30.9.60

20	59 Ford Zephyr Automatic	CBE-807	1000
	56 Holden FE Special	BAF-754	595
	57 Holden Stn. Sedan	CCY-771	700
	55 Mainline Utility	AWW-316	500
	56 Nash	BBP-891	745
	54 Consul	AMX-256	290
	54 Willys	ARH-599	575
	57 Holden	AOL-688	610
			<u>610</u>
			£5015

OFF 30.9.60

30	57 Holden	BMN-809	595
	55 Holden	AMD-103	395
	54 Holden	AOS-175	400
	50 Holden	TS-904	260
	58 Holden	BHC-824	655
	50 Oldsmobile	BVZ-975	380
	58 Holden	BLC-579	630
			<u>630</u>
			£3315

Exhibit "1"

EXHIBITS

PLAINTIFFS EXHIBIT "C" CHEQUE 13453 AND
COPY VOUCHERS 6TH OCTOBER, 1960.

P.C.

Cheque 13453
and Copy
Vouchers

HIRE FINANCE LIMITED L

(A Motor Credits Limited Subsidiary)

6th October,
1960.

BANK OF NEW SOUTH WALES

No. 13453
SYDNEY, N.S.W.

6th October, 1960

THE COMMERCIAL
BANKING CO. OF SYD LTD.

10

0008 8 OCT 60

PAY MOTORDOM PTY. LIMITED OR ORDER
THE SUM OF THREE HUNDRED & SEVENTY SIX POUNDS
9/- £376/9/---

MERRYLANDS N.S.W.
NOT NEGOTIABLE

For and on behalf of
HIRE FINANCE LIMITED

"MOTORDOM" Pty.Ltd (Sgd.)

Payee's (Sgd.) 20
Endorsement per N. Bell

Stamp 7
Duty 10
3d. 60

The Manager,
Motordom Pty. Limited,
Cnr. Church & Daking Sts.,
NORTH PARRAMATTA

RS:DP

EXHIBITS

P.C.

6th October, 1960

Cheque 13453
and Copy
VouchersDisplay Plan:

10	1959 Zephyromatic	CBE-807	£1000.0.0.
	1956 Holden Special	BAF-754	595.0.0.
	1957 Holden Stat.Sed.	CCY-771	700.0.0.
	1955 Mainline	AWW-316	500.0.0.
	1956 Nash	BBP-891	745.0.0.
	1954 Consul	AMX-256	290.0.0.
	1954 Willys	ARH-577	575.0.0.
	1957 Holden	ADL-688	610.0.0.
			<u>£5015.0.0.</u>

6th October,
1960.

Continued.

Less: Payout Display Plan:

20	1957 Holden	BMN-809	£595.0.0.
	1955 Holden	AMD-103	395.0.0.
	1954 Holden	AOS-175	400.0.0.
	1950 "	TS-904	260.0.0.
	1958 "	BHC-824	655.0.0.
	1950 Oldsmobile	BVZ-975	380.0.0.
	1958 Holden	BLC-579	<u>630.0.0.</u>
			<u>£3315.0.0.</u>
			£1700.0.0.C/F

No. 13453
6th October, 60

MOTORDOM PTY. LIMITED

---THREE HUNDRED & SEVENTY SIX POUNDS 9/- --376/9/--

2.

30 Motordom Pty. Ltd 6th October, 1960
B/F £1700. 0.0.

Less: Payout Current AccountsSubject to Recourse: ...

40	1954 Willys		
	Reg. No. ARH-557	£641.9.0.	
	AR466 A/c Hire W.Ritchie		
	1957 Holden		
	Reg. No. ADL-688		
	AM949 A/c Hire I. Manno	<u>682.2.0.</u>	<u>1323.11.0.</u>
			<u>£ 376. 9.0.</u>

Yours faithfully,
HIRE FINANCE LIMITED
(Int.)
ACCEPTANCE MANAGER

Exhibit "C"

287.

EXHIBITS

RS:DP

P.C.

6th October, 1960.

Cheque 13453
and Copy
Vouchers

6th October,
1960.

Continued.

The Manager,
Motordom, Pty. Limited,
Cnr. Church & Daking Sts.,
NORTH PARRAMATTA

Dear Sir,

Attention: Mr. Tame

Please find enclosed this Company's
cheque in the amount of £376.9.0. in settlement
of the adjustments as listed.

10

You will note that I have deducted the
amounts due on the accounts of Ritchie and Manno,
which were subject to Recourse and which you have
subsequently floor planned.

I shall return your cheques covering
these payments.

Yours faithfully,

HIRE FINANCE LIMITED

(Int.)

20

ACCEPTANCE MANAGER

Encl.

Exhibit "C"

PLAINTIFFS EXHIBIT "T" LETTER HIRE
FINANCE LIMITED TO MOTORDOM 7TH
OCTOBER 1960.

EXHIBITS

P.T.

HIRE FINANCE LIMITED

9-13 Bligh Street, Sydney
Phones: 31-0721(3 Lines)

Letter Hire
Finance Limited
to Motordom

A MOTOR CREDITS LIMITED SUBSIDIARY

7th October,
1960.

RWS:BAP

7th October, 1960.

10 The Manager,
Motordom
124 Merrylands Road,
MERRYLANDS.

Dear Sir,

I should appreciate your cheque in the amount of £91. 1. 0. in settlement of the Display Plan charges on the vehicles sold, as listed hereunder:

	<u>VEHICLE</u>	<u>REG. NO.</u>	<u>CHARGES</u>
	1958 Holden FE	BLC-579	£20. 0. 0.
	1958 Holden	BHC-824	13. 0. 0.
20	1955 Holden	AMD-103	8. 0. 0.
	1952 Holden	AFJ-747	4.10. 0.
			Pd.
	1954 Holden	ANG-610	5. 5. 0.
	1955 Hillman	CCO-441	3.15. 0.
	1957 Prefect	BKU-287	4.10. 0.
	1950 Oldsmobile	BUZ-975	6. 0. 0.
	1954 Jaguar	CAB-725	8. 0. 0.
	1954 Holden	AOS-175	3.15. 0.
	1950 Holden	TS-904	2. 8. 0.
30	1957 Holden	BMN-809	6. 0. 0.
	1956 Holden	BDD-355	3.15. 0.
	1954 Holden	CDK-283	12. 0.
	1956 Holden	BDD-355	18. 0.
	1954 Holden	ARU-382	13. 0.
			£91. 1. 0.
			£91. 1. 0.

Yours faithfully,
HIRE FINANCE LIMITED
R.W. STEVENS (Signed)
R.W. STEVENS
ACCEPTANCE MANAGER

40 Pd.Ch.E536

Exhibit "T"

EXHIBITS

PLAINTIFFS EXHIBIT "D" CHEQUE 13648 AND
COPY VOUCHER 14TH OCTOBER 1960

P.D.

Cheque 13648
and Copy
Voucher

14th October,
1960.

HIRE FINANCE LIMITED L

(A Motor Credits Limited Subsidiary)

BANK OF NEW SOUTH WALES

No.13648

SYDNEY, N.S.W.

THE COMMERCIAL
BANKING CO. OF SYD. LTD.
0009 15 OCT 60

10

14th October, 1960.

PAY MOTORDOM PTY. LIMITED OR ORDER THE SUM OF
FOUR THOUSAND AND SIXTY POUNDS £---4,060.0.0.---

MERRYLANDS N.S.W.
NOT NEGOTIABLE

Payee's
Endorsement

For and on behalf of
HIRE FINANCE LIMITED

Duty Stamp

Norman J. Gulson {Sgd.}
{Sgd.}

20

PAYEES ACCOUNT CREDITED WITH AND

For THE COMMERCIAL BANKING COMPANY OF SYDNEY
LIMITED

(Signed)

Manager at Merrylands, N.S.W.

Exhibit "D"

290.

The Manager,
Motordom Pty. Limited,
Merrylands Road,
MERRYLANDS.

EXHIBITS

P.D.

Cheque 13648
and Copy
Voucher

14th October, 1960.

14th October,
1960.

Display Plan

Continued.

	1958 Holden	BRY-534	£765. 0. 0.
	1958 Hillman	BWJ-679	555. 0. 0.
	1958 Vauxhall Victor	BPZ-516	535. 0. 0.
10	1956 Prefect	BAA-691	380. 0. 0.
	1955 Holden	APU-208	360. 0. 0.
	1956 Zephyr	BRW-333	560. 0. 0.
	1955 Holden	BBB-333	420. 0. 0.
	1957 Holden FE Ute.	BKR-894	485. 0. 0.
			<hr/>
			£4060. 0. 0.
			<hr/>

NO. 13648

14th October, 60

MOTORDOM PTY. LIMITED

---- FOUR THOUSAND AND SIXTY POUNDS-----£4,060. 0. 0.

Exhibit "D"

291.

EXHIBITS

DEFENDANTS EXHIBIT "7" ADVICE
RE: VEHICLE 17TH OCTOBER 1960

D.7.

DUPLICATE

Advice
re: Vehicle
17th October
1960 (MARKED
as EXHIBIT "D"
in Original
Record)

DISPLAY PLAN

A/C. No. 1361

17/10/60.

To: GRIFFITHS BROS. CREDITS PTY. LIMITED,
69 COMMONWEALTH STREET,
SYDNEY.

ADVISE RE VEHICLE(S)

10

Received this day the undermentioned vehicle(s)
in good order and condition and in terms of
Display Plan Agreement with GRIFFITHS BROS.
CREDITS PTY. LIMITED.

Make	Type	Year	Colour	Eng.No.	Reg.No.	Price £
Singer	Sedan	1958	Blue & Beige	A676 5269W501	CDC 820	720

REMARKS:

Freight and other delivery charges at my expense.

20

Motordom Pty. Ltd.

(Signed) R. Webb
(Dealer)

GRIFFITHS BROS. CREDITS PTY. LIMITED USE ONLY

Nett £ 720. 0. 0.
Charges £ 5. 0. 0.
Gross £ 725. 0. 0.

Approved _____
(Signed)

Exhibit "7"

PLAINTIFFS EXHIBIT "E" CHEQUE 14060 AND COPY
VOUCHERS 19TH OCTOBER 1960.

EXHIBITS

P.E.

Cheque 14060
and Copy
Vouchers

19th October,
1960.

HIRE FINANCE LIMITED L

(A Motor Credits Limited Subsidiary)

BANK OF NEW SOUTH WALES

No. 14060

SYDNEY, N.S.W.

THE COMMERCIAL
BANKING CO. OF SYD LTD.
0001 20 OCT 60

19th October, 1960

PAY MOTORDOM OR ORDER

THE SUM OF SEVEN HUNDRED & NINETY POUNDS 19/---

£--790.19.0.

MERRYLANDS, N.S.W.
NOT NEGOTIABLE

For and on behalf of

HIRE FINANCE LIMITED

Norman J. Gulson (Sgd.)

(Sgd.)

"MOTORDOM"

Payee's
Endorsement per N.Bell

Stamp 20
Duty 10
3d. 60

EXHIBITS

P.E.

The Manager,
Motordom,
Cnr. Church & Daking Sts.,
NORTH PARRAMATTA.

19th October, 1960.

Cheque
14060and
Copy
VouchersBalance of Payment in Full

1957 Holden FE Special Sedan
Reg.No. CDU-319
A/c Hire S.R.Curtiss

.... £629. 8. 0.

Plus Display Plan19th October,
1960.

1957 Holden BHY-711

.... £765. 0. 0.

1958 Wolseley CEE-460

.... 585. 0. 0.

Continued.

1958 Simca BLJ-118

.... 470. 0. 0.

1958 Holden BNT-441

.... 735. 0. 0.

£3184. 8. 0.

Less Suspense

.... 2393. 9. 0.

£ 790.19. 0.

See copy as attached

NO. 14060

19th October 60

MOTORDOM----

--- SEVEN HUNDRED AND NINETY POUNDS 19/-

---790.19.0.---

10

20

RWS:KP

31-0721

20th October, 1960.

The Manager,
Motordom Pty. Ltd.,
Cnr. Church & Daking Street,
NORTH PARRAMATTA.

Dear Sir,

I wish to advise that the amount of
£2393. 9. 0. deducted from cheque No. 14060 was made
up as follows:

Pay Out Display Plan

1954 Vauxhall Reg. No. ATS 495

£380. 0. 0.

Charges

5.14. 0.

1956 Morris Reg. No. BER 336

450. 0. 0.

Charges

7. 0. 0.

1957 Holden Reg. No. CCY 771

700. 0. 0.

Charges

15. 0.

1954 Consul Reg. No. AMZ 256

290. 0. 0.

1957 Holden Reg. No. CDU 319

560. 0. 0.

£2393. 9. 0.

30

40

Yours faithfully,
HIRE FINANCE LIMITED
R.W.S. (Int.)
R.W. STEVENS
ACCEPTANCE MANAGER

Exhibit "E"

PLAINTIFFS EXHIBIT "F" CHEQUE 14088 AND
COPY VOUCHER 21ST OCTOBER 1960

EXHIBITS

P.F.

Cheque 14088
and Copy
Voucher

21st October,
1960.

HIRE FINANCE LIMITED L

(A Motor Credits Limited Subsidiary)

BANK OF NEW SOUTH WALES

No. 14088

SYDNEY, N.S.W.

THE COMMERCIAL
BANKING CO. OF SYD LTD.
0071 22 OCT

10

21st October 1960

PAY -----MOTORDOM----- OR ORDER

THE SUM OF THREE THOUSAND FOUR HUNDRED & FORTY FOUR

POUNDS 18/- £-3444.18.0.-

MERRYLANDS, N.S.W.
NOT NEGOTIABLE

For and on behalf of

"MOTORDOM" Pty. Ltd.

HIRE FINANCE LIMITED

20 Payee's
Endorsement per N. Bell

Norman J. Gulson (sgd.)
(sgd.)

Stamp 21
Duty 10
3d. 60

EXHIBITS

RWS/BAP

P.F.

Cheque 14088
and Copy
Voucher

The Manager
Motordom
Cnr. Church & Daking Sts.
PARRAMATTA

21st October,
1960.

21st October, 1960.

Continued.

Balance of Payment in Full

1956 Holden Special Sedan			
Reg. No. BZL-555			
A/c Hire R. HUGHES	.....	£479.18. 0.	10

Plus Display Plan

1956 Zephyr Reg. No.	BTP-260	.....	405. 0. 0.	
1953 Holden " "	ARH-677	.....	290. 0. 0.	
1954 Morris Oxford	BNX-673	.....	500. 0. 0.	
1955 Holden Reg.No.	BKE-767	.....	320. 0. 0.	
1954 Wolseley " "	AMM-282	.....	345. 0. 0.	
1955 Customline "	AXR-585	.....	565. 0. 0.	
1959 Holden Reg.No.	CEJ-562	.....	540. 0. 0.	
			<u>£3444.18. 0.</u>	

NO. 14088

20

21st October 60

-----MOTORDOM-----

THREE THOUSAND FOUR HUNDRED AND FORTY FOUR
POUNDS 18/-

-- £3444.18.0.--

Exhibit "F"

PLAINTIFFS EXHIBIT "G" CHEQUE 14094 and
COPY VOUCHER 24TH OCTOBER 1960

EXHIBITS

P.G.

HIRE FINANCE LIMITED L
(A Motor Credits Limited Subsidiary)

Cheque 14094
and Copy
Voucher

BANK OF NEW SOUTH WALES No. 14094

24th October,
1960.

SYDNEY, N.S.W.

THE COMMERCIAL
BANKING CO. OF SYD LTD.

0103 24 OCT 60

24th October, 1960

10

PAY MOTORDOM OR ORDER THE SUM OF ONE THOUSAND FIVE
HUNDRED & NINETY POUNDS £1590.0.0.

MERRYLANDS N.S.W.

Not Negotiable

"MOTORDOM" Pty Ltd.

For and on behalf of
HIRE FINANCE LIMITED

Payee's
Endorsement per N. Bell
Stamp Duty 3d. 24/10/60

Norman J. Gulson (Sgd.)
(Sgd.)

20

RWS/BAP

The Manager
Motordom
Cnr. Church & Daking Sts.
NORTH PARRAMATTA

24th October, 1960

Display Plan

1951 Studebaker	AXT-667	....	£420. 0. 0.
1956 Zephyr	BRW-333	....	560. 0. 0.
1958 Singer	CDC-820	....	<u>610. 0. 0.</u>

£1590. 0. 0.

30

NO. 14094

24th October, 60

-----MOTORDOM-----

--- ONE THOUSAND FIVE HUNDRED AND NINETY POUNDS ---

--1590. 0. 0.

Exhibit "G"

EXHIBITSPLAINTIFFS EXHIBIT "O" CHEQUES AND NOTICES
OF DISHONOUR

P.O. MOTORDOM PTY. LIMITED M
 Cheque No. THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED
 E.568 MERRYLANDS N.S.W.
 20th October, BANK OF NEW SOUTH WALES
 1960. 0214 A 20 OCT 60
NO. E 568 20th October 1960
STRATHFIELD N.S.W.
NOT NEGOTIABLE 10

PAY Pacific Motor Auctions Pty. Ltd OR-BEARER
 THE SUM OF Six thousand nine hundred & Sixty Five
 Pounds £6965- 0- 0-
 HEAD OFFICE: 124 Merrylands Road, Merrylands
 Divisions-at:
 Paramatta - Guildford - Merrylands - Fairfield
 B/C 528 (Sgd.) Robert Webb
 Governing Director

P.O. MOTORDOM PTY. LIMITED
 Cheque No. THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED 20
 E.569. MERRYLANDS N.S.W.
 25th October, BANK OF NEW SOUTH WALES
 1960. 0236 A 25 OCT 60
NO. E 569 25th October 1960
STRATHFIELD N.S.W.
NOT NEGOTIABLE

PAY Pacific Motor Auctions P/L. OR-BEARER
 THE SUM OF Two thousand five hundred & Thirty Five
 Pounds £2535- 0- 0-
 HEAD OFFICE: 124 Merrylands Road, Merrylands 30
 Divisions-at:
 Parramatta - Guildford - Merrylands - Fairfield
 (Sgd.) Robert Webb
 Governing Director
 B/C 539

PACIFIC MOTOR AUCTIONS PTY LTD. 3087
S. Fitzpatrick (Signed) 7122

Payment Stopped
~~Present-again~~

EXHIBITS
P.O.
Notices of
Dishonour

PACIFIC MOTOR AUCTIONS PTY. LTD.
S. Fitzpatrick (Signed)

Payment Stopped
~~Present-again~~

MOTORDOM PTY. LIMITED

10 THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED
MERRYLANDS N.S.W.

P.O.
Cheque
No. E 607.

BANK OF NEW SOUTH WALES
0820 A 28 OCT 60

28th October,
1960.

NO. E 607

28th October 1960

STRATHFIELD N.S.W.
NOT NEGOTIABLE

PAY Pacific Motor Auctions OR-BEARER
THE SUM OF Three thousand seven hundred & Ninety
Pounds £3,790- 0- 0.

20 HEAD OFFICE: 124 Merrylands Road, Merrylands
Divisions at:
Parramatta - Guildford - Merrylands - Fairfield
(Sgd.) Robert Webb
B/C 542 Governing Director

PACIFIC MOTOR AUCTIONS

A.E. Skinner (Signed)

P.O.
Notice of
Dishonour

Payment Stopped
~~Present-again~~

EXHIBITSBANK OF NEW SOUTH WALES

P.O.

STRATHFIELD N.S.W.Notice of
Dishonour

26th October, 1960

26th October,
1960.

Dear Sir,

Would you kindly note that the undermentioned cheque, lodged for the credit of your account, has been returned unpaid with the answer Present Again and the amount thereof has now been debited to your account.

The cheque is being ~~represented/enclosed~~ sent for collection with instructions to hold for 7 days.

Date 20/10/1960Amount £6,965-----Drawn by Motordom Pty.Limited

2535

20

On C.B.Co. Merrylands

3790

In favour of Pacific Motor
Auctions Pty.Ltd.3220

9545

Yours faithfully,

(Signed)

Manager

TO The Secretary

Pacific Motor
Auctions Pty. Ltd.115 Parramatta Rd.STRATHFIELD, N.S.W.

10

300.

BANK OF NEW SOUTH WALES

STRATHFIELD N.S.W.

31st October, 1960

MOTORDOM PTY.LTD,

TO: The Secretary

Pacific Motor
Auctions P/L

137 Bcurke Street,

EAST SYDNEY,N.S.W.

EXHIBITS

P.O.

Notice of
Dishonour

31st October,
1960.

Dear Sir,

10 Would you kindly
note that the undermentioned
cheque, lodged for the credit
of your account has been
returned unpaid with the
answer PRESENT AGAIN and
the amount thereof has now
been debited to your account.

20 ----- The cheque is
being ~~represented~~/enclosed
sent for collection with
instructions to hold for
seven (7) days.

Date 15/10/ 1960

Amount £2,535...0...0

Drawn by Motordom Pty.Limited

On C.B.Co.Ltd
Merrylands N.S.W.

In favour PACIFIC MOTOR
of AUCTIONS P/L

Yours faithfully,

(Signed) _____

30 Manager

Cars purchased from Motordom
and cheques endorsed over.

301.

EXHIBITS

BANK OF NEW SOUTH WALES

TO The Secretary,

P.O.

STRATHFIELD N.S.W.

Pacific Motor
Auctions P/L

Notice of
Dishonour

3rd November, 1960

137 Bourke Street,

3rd November,
1960.

EAST SYDNEY N.S.W.

Dear Sir,

Would you kindly note that the undermentioned cheque, lodged for the credit of your account, has been returned unpaid with the answer Present Again and the amount thereof has now been debited to your account at William Street.

10

The cheque is being ~~represented/~~
~~enclosed~~ sent for collection with instructions to hold for 7 days.

Date 28/10/1960

Amount £3790-----

20

Drawn by MOTORDOM PTY.LTD.

On C.B.C. MERRYLANDS

In favour Pacific Motor
of Auctions

Yours faithfully

(Signed) _____

Manager

Exhibit "O"

BANK OF NEW SOUTH WALESSTRATHFIELD N.S.W.

9th November 1960

Dear Sir,

Would you kindly note that the undermentioned cheque, lodged for the credit of your account, has been returned unpaid with the answer Payment Stopped and the amount thereof has now been debited to your account.

The cheque is being ~~represented~~ enclosed.

Date { 25/10/ 1960
{ 28/10/ 1960
{ 20/10/ 1960

20 Amount £2535, £3790, £6965

Drawn by Motordom P/L

On Commercial Banking Co. of Sydney Ltd Merrylands.

In favour of Pacific Motor Auctions P/L

Yours faithfully,

(Signed) _____
Manager

MOTORDOM PTY.LTD

TO The Secretary,

Pacific Motor Auctions P/L115 Parramatta Road,STRATHFIELD, N.S.W.EXHIBITS

P.O.

Notice of Dishonour

9th November 1960

30 Cars repurchased from Motordom and cheques endorsed over to Pacific.

EXHIBITS

PLAINTIFFS EXHIBIT "V" COPY LETTER HIRE
FINANCE LIMITED TO MOTORDOM PTY.
LIMITED 27th OCTOBER 1960.

P.V.

Copy Letter
Hire Finance
Limited to
Motordom PTY.
Limited

27th October,
1960.

27th October, 1960

The Directors,
Motordom Pty. Ltd.,
282 Woodville Rd.,
GUILDFORD.

Attention: Mr. Webb

Dear Sir,

10

Further to recent discussions between yourself and officers of this Company regarding an increase in the Display Plan limit available to your Company, I wish to advise that the limit has been extended to £15,000 (Fifteen thousand Pounds) subject to the following conditions:

- (a) Lodgment with this Company, for security, of the Deeds of the property located at 27 Treloar Avenue, Penshurst. 20
- (b) No display Plan arrangement to be entered into with any other Finance Company without prior reference to this Company.
- (c) The Display Plan Agreement and all other agreements and guarantees in the name of Motordom Pty. Ltd., to be covered by a personal guarantee from Robert and Yvonne Webb.
- (d) Monthly trading figures and supplementary financial statements to be available on request. 30

We would also point out that the limit, as arranged, will be subject to, and dependent upon, new business advances maintaining a monthly ratio of 75% of your average monthly Display Plan outstandings.

Yours faithfully,
HIRE FINANCE LIMITED

ACCEPTANCE MANAGER

Exhibit "V"

307.

EXHIBITS

P."P.L."

PLAINTIFFS EXHIBIT "P.L." LETTER HIRE
FINANCE TO MOTORDOM PTY. LIMITED 31ST
OCTOBER 1960

Letter Hire
Finance to
Motordom
PTY.Limited

HIRE FINANCE LIMITED

9-13 Bligh Street, Sydney P(i)

31st October,
1960.

Phones BW 4041
(3 Lines)

A MOTOR CREDITS LIMITED SUBSIDIARY

rws/bap

31st October, 1960.

10

The Manager
Motordom Pty. Ltd.,
282 Woodville Road,
GUILDFORD.

Dear Sir,

I wish to confirm the following adjustments to your Display Plan.

Display Plan

Vauxhall	CEC-807	£560. 0. 0. x	
1955 Holden	BCB-333	<u>420. 0. 0.</u>	20
		<u>£980. 0. 0.</u>	

Less Display Plan

1956 Zephyr	BRW-333	£560. 0. 0. off	
1954 Holden	ARK-254	<u>420. 0. 0.</u>	
		<u>£980. 0. 0.</u>	

Yours faithfully,
HIRE FINANCE LIMITED

R.W. STEVENS (Signed)

R.W. STEVENS
ACCEPTANCE MANAGER

30

DEFENDANTS EXHIBIT "3" LIST OF VEHICLES
PURCHASED BY MOTORDOM AND MOTORDOM PTY.
LIMITED FROM PACIFIC MOTOR AUCTIONS PTY.
LIMITED FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960

EXHIBITS

D.3.
List of
Vehicles
Purchased By
Motordom and
Motordom PTY.
Limited from
Pacific Motor
Auctions PTY.
Limited from
1st January
1960 to 31st
October 1960.

10

LIST OF VEHICLES PURCHASED BY
MOTORDOM AND MOTORDOM PTY. LTD
FROM PACIFIC MOTOR AUCTIONS
PTY. LTD. FROM 1ST JANUARY
1960 TO 31ST OCTOBER 1960.

<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLE</u>	<u>PRICE</u>	<u>TOTAL</u>
14.1.60	17487	1955 Zephyr	AVR636 £455	
		1955 Peugeot	ATD850 £475	
		1959 MG	BDJ964 £890	
		1958 Holden	BWV073 £665	
		1956 Holden	BZF298 £625	
		1957 Holden	BFZ599 £685	
		1956 M/Minor	BW0768 £365	£4160
21.1.60	17608/9	1958 Holden Sedan	ADV423	£675
25.1.60	17672	Holden Sedan	ANM071 £525	
		Holden Sedan	BXC529 £380	
		Jaguar Sedan	AFH112 £545	
		Holden Sedan	AUR633 £450	
		Holden Sedan	ALN405 £405	
		Holden Sedan	BUE685 £340	
		Holden Sedan	BWW820 £265	
		Holden Sedan	ATT769 £395	£3305
30	29.1.60 18003	1954 Holden Sedan	AVH191 £500	£500
	29.1.60 18011	Holden Panel Van	BAN619	£400
	30.1.60 18039	Holden Sedan	BDF026 £385	
		Holden Sedan	AXG743 £365	
		Ford Sedan	BFR748 £315	
		Holden Sedan	ADG570 £350	
		Austin A30	ARJO45 £245	
		Austin A90	BRP316 £470	
		Holden Sedan	EK736 £290	£2420
40	3.2.60	Holden Utility	BPM038	£615

Exhibit "3"

EXHIBITS

LIST OF VEHICLES PURCHASED BY MOTORDOM AND
MOTORDOM PTY. LTD FROM PACIFIC MOTOR AUCTIONS
PTY.LTD. FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960

D.3.

List of
Vehicles
Purchased
By Motordom
and Motordom
PTY.Limited
from Pacific
Motor
Auctions PTY
Limited from
1st January
1960 to 31st
October 1960

<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLES</u>	<u>PRICE</u>	<u>TOTAL CF RECEIPT</u>
10.2.60	18218	1953 Holden Sedan	BFR822 £370	
		1954 Plymouth Sedan	BKK609 £410	
		1958 Holden Sedan	BNC042 £900	10
		1957 Holden Sedan	BS0528 £740	
		1955 Holden Sedan	BDZ726 £420	
		1955 Zephyr Sedan	ATO453 £450	£3290
15.2.60	18293	1956 Consul Sedan	BEV127 £610	
		1957 Morris Oxford	BFF728 £535	
		1956 V/Velox Sedan	BATO22 £630	
		1954 Holden Sedan	AOJ893 £200	
		1955 Holden Sedan	ASE588 £425	£2400
19.2.60	18355	1955 Holden Utility	ATB358	£390
19.2.60	18356	1953 Chevrolet Utility	AFL744	£425 20
19.2.60	18357	1957 Chevrolet Sedan	BKH231	£1150
26.2.60	18491	1954 Morris Sedan	AMU601 £340	
		1955 Holden Sedan	BSR716 £430	£770
26.2.60	18492	1953 Holden Utility	AJN943	£325
26.2.60	18493	1959 Volkswagon Sedan	BWH699	700
26.2.60	18494	1956 Oldsmobile Rocket	NX862	875
26.2.60	18496	1955 Holden Sedan	AUF903 £475	
		1953 Holden Sedan	BYZ635 £390	
		1957 Holden Sedan	BFG762 £750	
		1955 Holden Sedan	AUA047 £495	30
		1954 Holden Sedan	AMW737 £495	
		1953 Holden Sedan	AAT671 £100	3485
3.3.60	18608	1953 Holden Sedan	AAT-671	405
3.3.60	18609	1958 Holden Stn.Sed.	BOP398	1050
3.3.60	18610	1957 Holden Sedan	BHZ169	740

Exhibit "3"

LIST OF VEHICLES PURCHASED BY MOTORDOM AND
MOTORDOM PTY. LTD FROM PACIFIC MOTOR AUCTIONS
PTY. LTD. FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960

EXHIBITS

D.3.

<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLES</u>	<u>PRICE</u>	<u>TOTAL OF RECEIPT</u>	List of Vehicles Purchased By Motordom and Motordom PTY. Limited from Pacific Motor Auctions PTY. Limited from 1st January 1960 to 31st October 1960
3.3.60	18611	1955 Holden Utility AVL932		420	Continued.
4.3.60	18623	1958 Holden Sedan BYY960		700	
10 4.3.60	18624	1957 Holden Utility BFR667		520	
9.3.60	18702	1949 Buick Sedan BNV272	515	6755	
		1958 Holden Sedan BOG580	850		
		1957 Holden Sedan BFR221	720		
		1958 Holden Sedan BNC067	1050		
		1955 Vauxhall Sedan AZM748	505		
		1959 Plymouth Sedan BWC828	2500		
		1957 Hillman Sedan BFR265	<u>615</u>		
16.3.60	14831	1957 Holden Sedan unreg.		465	
20 18.3.60	14868	1956 Holden Sedan DZT786	465	2990	
		1955 Zephyr Sedan ABN496	605		
		1958 Vauxhall Sedan BJH966	635		
		1951 Holden Sedan ACX873	360		
		1956 Holden Sedan BCJ144	575		
		1954 Ford V8 Sedan AVX439	<u>350</u>		
24.3.60	14972	1956 Holden Sedan AOL668	590	3900	
		1956 Prefect Sedan AUR203	415		
		1958 Volkswagen Sedan BNK011	650		
30 24.3.60		1954 Holden Sedan AOP253	550		
		1958 Holden Sedan BLH088	810		
		1956 Holden Sedan BBA979	530		
		1953 Holden Sedan AIN355	<u>355</u>		
26.3.60	19018	1956 Holden Utility BDW086	460	3540	
		1955 Austin Sedan BHE956	350		
		1957 Holden P/V BPF425	700		
		1957 Holden Sedan BGM740	715		
		19-- Speedboat (James II)	600		
		1957 Holden P/V VGO579	<u>715</u>		
40 30.3.60	19057	1959 Plymouth BMM599	2400	2500	
		1955 Holden Utility AOT766	<u>100</u>		

Exhibit "3"

EXHIBITS

LIST OF VEHICLES PURCHASED BY MOTORDOM AND
MOTORDOM PTY. LTD FROM PACIFIC MOTOR AUCTIONS
PTY. LTD. FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960

D.3.

List of
Vehicles
Purchased By
Motordom and
Motordom PTY.
Limited from
Pacific Motor
Auctions PTY.
Limited from
1st January
1960 to 31st
October 1960.

Continued.

<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLES</u>	<u>PRICE</u>	<u>TOTAL OF RECEIPT</u>
4.4.60	19127	1958 Holden S/Sedan BNN433	1035	
		1957 Holden S/Sedan BJE372	1000	
		1953 Holden Sedan AKD653	465	10
		1960 Zephyr Sedan CAY175	750	
		1955 Holden Sedan AXK640	610	
		1952 Rover Sedan AFF792	405	
		1956 Holden Sedan BCM203	700	
		1956 Holden Sedan BED781	735	
		1955 Holden Utility (final)	<u>310</u>	6010
20.4.60	17864	1955 Hillman Sedan AMP056	400	
		1948 Oldsmobile Sedan VYX182	350	
		1959 Hillman S/W VRA624	<u>825</u>	1575 20
20.4.60	17863	1950 M/Minor Con. VYS850	125	
		1959 Simca Sedan BBK283	<u>825</u>	1350
21.4.60	17885	1955 Holden Sedan BLG377	430	
		1954 Holden Sedan APB516	475	
		1951 Ford Sedan AFZ799	270	
		1953 Vauxhall Ut. AKJ098	<u>255</u>	1430
28.4.60	17989	1955 Holden Sedan AUT491	575	
		1956 Fordomatic Sed. BGK110	1150	
		1955 Holden Sed AXK727	555	
		1953 Holden Sedan AWE371	385	30
		1955 Holden Sedan AZD628	500	
		1954 Holden Sedan ANJ162	505	
		1952 Nash Sedan AEH575	430	
		1957 Holden Sedan BGG084	715	
		1955 Holden Sedan AVW382	<u>705</u>	5420
30.4.60	19260	1954 Holden Ut. AOT766		410
3.5.60	19319	1952 Holden Sedan AEO249	315	
		1960 Holden Sedan CBB617	705	
		1957 Holden Sedan BGX038	<u>420</u>	1440
9.5.60	19419	1958 Vauxhall Sedan BTO152	725	40
		1960 Fordomatic Sedan CAS099	1450	

Exhibit "3"

LIST OF VEHICLES PURCHASED BY MOTORDOM AND
MOTORDOM PTY. LTD. FROM PACIFIC MOTOR AUCTIONS
PTY. LTD. FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960

EXHIBITS

D.3.

<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLES</u>	<u>PRICE</u>	<u>TOTAL OF RECEIPT</u>	List of Vehicles Purchased By Motordom and Motordom PTY. Limited from Pacific Motor Auctions PTY. Limited from 1st January 1960 to 31st October 1960.
10		1938 Ford V8 Sedan BRE544	70		Continued.
		1954 Holden Sedan ANO277	475		
		1955 DeSoto Sedan AXN735	<u>750</u>	3470	
16.5.60	19555	1958 Zephyr Sedan BTT106	875		
		1958 Holden Ut. CBH210	600		
		1954 M/Oxford Sed. AUL175	425		
		1956 Holden Sedan BCK539	400		
		1956 Holden Sedan BUN643	500		
		1957 Holden Ut. BKV206	565		
		1957 Holden Sedan BOA932	255		
		1960 Holden Sedan CBJ315	875		
		1958 Holden S/Sed. BMO035	<u>915</u>	5410	
20	24.5.60	1959 Holden Sedan BRX883	375		
		1954 Holden Sedan AZJ349	265		
		1954 Holden Sedan AMU098	<u>445</u>	1085	
	24.5.60	1958 Holden Sedan AMK158	700		
		1956 Holden Sedan BAT026	515		
		1959 Holden Sedan BXD431	<u>975</u>	2190	
	25.6.60	1956 Volkswagen Sedan BFD290	485		
		1957 Holden Ut. CBF159	555		
		1956 Holden Sedan BBL116	<u>600</u>	1640	
30	31.5.60	1958 Holden P/Van BMW451	730		
		1957 Holden Sed. BGP265	<u>735</u>	1465	
	8.6.60	1955 Ford V/8 Sed. AYL163	735		
		1957 Holden Sedan BGN262	735		
		1955 Plymouth Sedan APX132	710		
		1958 Holden S/Sedan CCH931	860		
		1953 Chevrolet SedanAKE180	630		
		1957 Holden Sedan CAR641	740		
		1957 Holden Sedan S/A. 511-214	<u>715</u>		
40		1957 Holden Sedan BGB996	<u>725</u>	5850	
	16.6.60	20082 1955 Holden Sedan AVK972	550		

Exhibit "3"

EXHIBITS

LIST OF VEHICLES PURCHASED BY MOTORDOM AND
MOTORDOM PTY. LTD. FROM PACIFIC MOTOR AUCTIONS
PTY. LTD. FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960.

D.3.

List of
Vehicles
Purchased By
Motordom and
Motordom PTY.
Limited from
Pacific Motor
Auctions PTY.
Limited from
1st January
1960 to 31st
October 1960.

Continued.

<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLES</u>	<u>PRICE</u>	<u>TOTAL OF RECEIPT</u>	
		1958 Morris Sedan	BNZ426 535		
		1951 Rover Sedan	BZV936 390		
		1957 Holden Sedan	BLC642 635		
		1954 Willys Sedan	ARH557 <u>555</u>	2665	10
20.6.60	20141	1954 Zephyr Conv.	AUO831	440	
20.6.60	20142	1956 Holden Sedan	BVL525 <u>420</u>	420	
23.6.60	20175	1959 Holden Sedan	BVH763	950	
23.6.60	20176	1958 Holden Sedan	BTS175	900	
23.6.60	20177	1958 Holden Sedan	BOP637	785	
30.6.60	20328	1953 Holden Sedan	KP938 385		
		1950 Holden Sedan	AOL873 165		
		1957 Holden Sedan	BEY410 710		
		1955 Holden Sedan	AUH500 <u>535</u>	1795	20
4.7.60	20387	1959 Holden Sedan	Unreg. 900		
		1957 Holden Sedan	BML663 410		
		1956 Holden Sedan	Unreg. 530		
		1957 Holden Sedan	CBC378 <u>650</u>	2490	
7.7.60	20436	1955 M/Oxford Sedan	ATV162 480		
		1952 Holden Sedan	AFB229 360		
		1954 Holden Sedan	AMJ918 405		
		1953 Ford V/8 Sedan	AKI429 400		
		1955 Holden Sedan	ATU503 525		
		1955 Holden Sedan	BVJ066 <u>490</u>	2660	30
7.7.60	20437	1956 Holden Sedan	CAM894 470		
		1951 Mayflower Sedan	ABW995 <u>110</u>	580	
19.7.60	20627	1958 Holden Sedan	Unreg. 650		
		1958 Austin Sedan	BYZ461 <u>385</u>	1035	
22.7.60	20669	1953 Holden Sedan	AHB924	345	
22.7.60	20670	1951 Holden Sedan	AAW307	180	

Exhibit "3"

LIST OF VEHICLES PURCHASED BY MOTORDOM AND
MOTORDOM PTY. LTD. FROM PACIFIC MOTOR AUCTIONS
PTY. LTD. FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960

EXHIBITS

D.3.

	<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLES</u>	<u>PRICE</u>	<u>TOTAL OF RECEIPT</u>	List of Vehicles Purchased By Motordom and Motordom PTY. Limited from Pacific Motor Auctions PTY. Limited from 1st January 1960 to 31st October 1960.
	22.7.60	20671	1950 Holden Sedan	CT947	250	Continued.
	22.7.60	20672	1957 Vanguard Sedan	BMJ376	320	
10	22.7.60	20673	1955 Customline Sedan	AWR485	625	
	22.7.60	20674	1954 Holden Sedan	AXM752	130	
	23.7.60	20687	1953 Zephyr Sedan	BRH340	855	
			1955 Volkswagen Sedan	CBB736	480	
			1954 Holden Sedan	AMN696	345	
			1953 Zephyr Conv.	BDE306	410	
			1952 Holden Sedan	ACO378	300	
			1952 Holden Sedan	BTV805	310	
			1954 Velox Sedan	AOT858	430	
20			1954 Volkswagen Sedan	ARP134	440	
			1957 Prefect Sedan	BKU257	475	
			1955 Zephyr Sedan	CCD873	395	
			1955 Consul Sedan	ATG026	<u>355</u> 4795	
	28.7.60	20799	1955 Holden Sedan	AYM753	330	
	28.7.60	20800	1954 Holden Sedan	APD489	479	
	28.7.60	20801	1957 Zephyr Sedan	BFL882	750	
			1957 Zephyr Sedan	BJD312	700	
			1960 Holden S/Sedan	BZH621	1220	
			1953 Zephyr Sedan	AML885	360	
			1954 Holden Sedan	BFF935	<u>425</u> 3455	
30	3.8.60	20882	1957 Holden Sedan	BGL683	425	
			1956 Holden Sedan	BCN009	245	
			1954 Ford V/8 Sedan	BZK574	450	
			1956 Austin Sedan	BEK857	440	
			1957 Consul Sedan	BDG211	<u>610</u> 2170	
	8.8.60	20971	1953 Inter Ut.	AKG703	220	
			1951 Holden Sedan	AAH636	300	
			1957 Zephyr Sedan	BFD572	710	
			1956 Ford V/8 Sedan	BDO417	710	
			1951 Rover Sedan	BXX807	265	
40			1950 Holden Sedan	BPF358	220	
			1952 Jaguar Sedan	AFH110	500	
			1954 Ford V/8 Sedan	AOB962	430	
			1956 Austin A40 Ut.	BCG259	240	

EXHIBITS

D.3.

LIST OF VEHICLES PURCHASED BY MOTORDOM AND
MOTORDOM PTY. LTD FROM PACIFIC MOTOR AUCTIONS
PTY. LTD. FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960

List of
Vehicles
Purchased By
Motordom and
Motordom PTY.
Limited from
Pacific Motor
Auctions PTY.
Limited from
1st January
1960 to 31st
October 1960.

	<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLES</u>	<u>PRICE</u>	<u>TOTAL OF RECEIPT</u>	
			1960 Zephyr Sedan	CCZ953	760	
			1956 Austin Sedan	BAA348	360	
			1954 Holden Sedan Vic.	GUL512	460	10
			1960 Standard Sedan	CDA650	315	
			1957 Holden Sedan	BHU908	360	
			1957 Holden Sedan	BUN805	280	
			1958 Vanguard Sedan	BTU187	<u>325</u>	6455
Continued.	12. 8.60	21050	1957 Holden Sedan	DFU517		500
	12. 8.60	21051	1950 Ford Custom Sedan	ADW725		450
	12. 8.60	21052	1952 M/Oxford Sedan	AED637		345
	12. 8.60	21053	1954 Customline Sedan	ANU774		365
	16. 8.60	21120	1957 Holden Sedan	BHR511		310
	16. 8.60	21121	1954 Consul Sedan	AUA504		345
	23. 8.60	21249	1957 Zephyr Sedan	BRT501		430
	26. 8.60	21316	1955 Holden Sedan	APS635		500
	27. 8.60	21324	1957 Holden Sedan	BFS839		500
	6. 9.60	21514	Car Trailor			150
	16. 9.60	21698	1960 Falcon Sedan	Unreg.		1320
	13.10.60	22165	1953 Holden Sedan	BLP404	325	
			1956 M/Minor Sedan	AZM312	465	
			1957 Simca Sedan	VLX951	580	
			1952 Chevrolet Ut.	AOY602	<u>315</u>	1685
	19.10.60	22274	1959 Customline Sed.			1365
	19.10.60	22275	1956 Holden	Unreg.	500	
			1957 Zephyr Sedan	BRW333	625	
			1958 Hillman Sedan	BNJ679	620	
			1955 Hillman Sedan	AXU492	430	
			1958 Singer Sedan	BDC820	680	

Exhibit "3"

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LIST OF VEHICLES PURCHASED BY MOTORDOM AND
MOTORDOM PTY. LTD. FROM PACIFIC MOTOR AUCTIONS
PTY. LTD. FROM 1ST JANUARY 1960 TO 31ST
OCTOBER 1960

EXHIBITS

D.3.

<u>DATE</u>	<u>RECEIPT NO.</u>	<u>DETAILS OF VEHICLES</u>	<u>PRICE</u>	<u>TOTAL OF RECEIPT</u>
10		1954 Holden Sedan ATU208	400	
		1952 Holden Sedan AEF947	390	
		1957 Holden Sedan BKR894	540	
		1955 Holden Sedan BBB333	465	
		1958 Vauxhall BPZ516	525	
		1956 Prefect Sedan BAA691	<u>425</u>	5600
25.10.60	22368	1957 Simca DLU118		525
25.10.60	22370	1958 Holden Sedan DNT411		820
25.10.60	22371	1957 Thames P/V BJU293		265
25.10.60	22372	1954 Standard Sedan AWT179		250
25.10.60	22373	1956 Zephyr Sedan BE0567		675
20	22408	1952 Morris Sedan AGJ435	300	
		1958 Morris Sedan BMX673	560	
		1955 Ford Sedan AXR585	630	
		1954 Wolseley Sedan AMM282	385	
		1955 Zephyr Sedan BPT260	450	
		1953 Holden Sedan BKE767	360	
		1959 Holden Sedan BEJ562	605	
		1953 Vanguard Sedan AJU913	175	
		1954 Holden Sedan ARH677	<u>325</u>	3790

List of
Vehicles
Purchased By
Motordom and
Motordom PTY.
Limited from
Pacific Motor
Auctions PTY.
Limited from
1st January
1960 to 31st
October 1960.

Continued.

TOTAL

£143,854

Exhibit "3"

EXHIBITSPLAINTIFFS EXHIBIT "AA" SCHEDULE OF CARS
1ST NOVEMBER 1960

P.AA.

DISPLAY PLAN AS AT
1/11/60Schedule
of Cars
1st
November
1960.

	<u>MOTORDOM</u>			<u>PUR</u>	<u>D/P</u>		
F July 22nd	1956 Plymouth	BKD-320	IAC D/P	830	750		
P July 28th	1952 Jaguar	BYK-628	<u>GRIFFITHS</u>	630	570		
			D/P				
G Oct. 6th	1959 Zephyr	CBE-807		1110	1000		
G Oct. 6th	1956 FE Holden	BAF-754	IAC D/P	660	595		
- Oct. 6th	1955 Mainline	AWW-316	IAC-P/021	555	500	SOLD	10
						PMA IAC	
						D/P	
						PAID OUT	
- Oct. 6th	1956 Nash	BBP-991	IAC-P/021	830	745	SOLD	
						HUTCHINS	
						CONT HF	
						(IAC D/P)	
						PAID OUT	
F Oct. 6th	1954 Willys	ARH-557		640	575		
F Oct. 6th	1957 Holden	AOL-688		680	610		20
F Oct. 14th	1958 Hillman	BNJ-679		620	555		
P Oct. 14th	1958 Victor	BPZ-516		595	535	REDUCED	
						£60	
P Oct. 14th	1956 Prefect	BAA-691		425	380		
F Oct. 14th	1956 Zephyr	BRW-333	<u>GRIFFITHS</u>	625	560		
			D/P				
G Oct. 14th	1957 Holden						
	Ute.	BKR-894		540	485		
G Oct. 19th	1958 Simca	BLJ-118		525	470		
- Oct. 19th	1958 Holden	BNT-441		820	735	SOLD -	30
						PHILLIPS	
						CONT.HF.	
F Oct. 21st	1953 Holden	ARH-677		325	290		
P Oct. 21st	1954 Morris	BMX-673		560	500		
F Oct. 21st	1954 Wolseley	AMM-282		385	345		
F Oct. 21st	1955 Customline	AXR-585	AXR	630	565		
G Oct. 24th	1951 Studebaker	AXT-667		470	420		
G Oct. 14th	1958 Singer	CDC-820	<u>GRIFFITHS</u>	680	610		
			D/P				
- Oct. 28th	1958 Lancer	BMN-787	M/M 4179	610	x545	SOLD PMA	40
			21/10				
- Oct. 28th	1955 Austin	AVB-483	" 375	425	x380	" PMA	
						Green	
F Oct. 28th	1955 Anglia	ASB-155	ASB"	410	365	137406	

Exhibit "AA"

	<u>MOTORDOM</u>			<u>PUR</u>	<u>D/P</u>	<u>EXHIBITS</u>
	x Oct. 28th 1956 Zephyr	BFG-178	<u>WEBB</u> "	710	635	X54 HOLDEN AOJ 126/328 P.AA. Schedule of Cars 1st November 1960.
	- Oct. 28th 1953 Holden	Green 103092 AJJ-560	"	365	325	SOLD PMA
10	- Oct. 28th 1954 Holden	ARK-254	"	470	420	SOLD PMA x 55 HOLDEN unreg £480.
	- Oct. 28th 1956 M/Minor	Green 179247 AYX-621	<u>GRIFFITHS</u> D/P	480	x430	SOLD PMA Sold 25/10
20	- Oct. 28th 1956 Zephyr	BBS-997		500 540	x485	SOLD PMA
	Oct. 31st 1955 Holden	BCB-333		465	420	SOLD CONT WILSON 31/10 N OFFICE
	Oct. 31st	Vauxhall CEC-807		625	560	SOLD WHITE
30	<u>Check with John Nurmi 26/10/60</u>					
	F July 22nd 1956 Plymouth	BKD-320		830	750	
	P July 28th 1952 Jaguar	BYK-628		630	570	
	P Oct. 6th 1959 Zephyr	CBE-807	Mr. Forbes	1110	1000	
	P Oct. 6th 1956 F.E. Holden	BAF-754	Floor Plan IAC 5/10/60	660x	595	-----
	G Oct. 6th 1955 Mainline	AWW-316		555	500	
	F Oct. 6th 1956 Nash	BBP-891		830	745	
40	F Oct. 6th 1954 Willys	ARH-509	557	640	575	REPO P/O
	F Oct. 6th 1957 Holden	AOL-688		680	610	REPOS- SESSION HF P/O
	- Oct. 14th 1958 Holden	BRY-534		850	765	SOLD PMA

Exhibit "AA"

<u>EXHIBITS</u>	<u>MOTORDOM</u>	<u>PUR</u>	<u>D/P</u>	
P.AA.	F Oct. 14th 1958 Hil/man	BWJ-679	620	555
	F Oct. 14th 1958 Vic/or	BPZ-516	525	595 475/535 & 525
Schedule of Cars 1st November 1960				PRICE PAC 12/10 (9479)
Contd.	P Oct. 14th 1956 Prefect	BAA-691 BLACK	425	380 CONT.
	- Oct. 14th 1955 Holden	AFU-208	400	360 SOLD - McCarthy 10 ON TWICE SEE BELOW
	F Oct. 14th 1956 Zephyr	BRW-333	625	560 -----
	- Oct. 14th 1955 Holden	BBB-333	465	420 CONT. RE- JECTED TO BE re F/ Planned
	G Oct. 14th 1957 Ho/lden	BKR-894	540	485
	- Oct. 19th 1957 Holden Ute.	BHY-711	850	765 SOLD PMA 20
	- Oct. 19th 1958 Wolseley	CEE-460	655	585 SOLD PMA
	G Oct. 19th 1958 Simca	BLJ-118	525	470
	G Oct. 19th 1958 Ho/lden	BNT-441	820	735 CONT.
	- Oct. 21st 1956 Zephyr	BTP-260	450	405 SOLD W.SMITH
	F Oct. 21st 1953 Ho/lden	ARH-677	325	290
	F Oct. 21st 1954 Moyris Major	BNX-673	560	500 CONT.
	- Oct. 21st 1955 Holden	BKE-767	360	320 SOLD TO GRAY 30
	F Oct. 21st 1954 Wolseley	AMM-282	385	345
	F. Oct. 21st 1955 Customline	AXR-585	630	565
	- Oct. 21st 1959 Holden	CEJ-562	605	540 SOLD CONT. DODDS
	F Oct. 24th 1951 Stude- baker	AXT-667	470	420
	F Oct. 24th 1956 Zephyr	BRW-333 - out	625	560 TAKEN OFF
	Vauxhall	-ON- CEC807	625	560 REPLACE- MENT 40
	G Oct. 14th 1958 Sing'er	CDC-820	680	610 26/10/60

EXHIBITS
D.4.

DEFENDANTS EXHIBIT "4" LIST OF VEHICLES PURCHASED
FROM MOTORDOM AND MOTORDOM PTY. LIMITED BY PACIFIC
MOTOR AUCTIONS PTY. LIMITED FROM 1ST JANUARY 1960
to 2ND NOVEMBER 1960

List of
Vehicles
Purchased -
from MOTOR-
DOM and
Motordom
PTY. Limited
by Pacific
Motor
Auctions
PTY. Limited
from 1st
January
1960 to 2nd
November
1960.

PACIFIC MOTOR AUCTIONS PTY. LTD

List of Vehicles Purchased from Motordom
and Motordom Pty. Ltd. from 1st January
1960 to 2nd November 1960

<u>Date</u>	<u>Cheque</u> <u>No.</u>	<u>Details of Vehicles</u>	<u>Amount</u>	<u>Total</u> <u>of</u> <u>Cheque</u>	
4/1/60	11407	1958 Dodge	BRH386	2275	
6/1/60	11427	1955 Standard	AVB233	225	
		1950 Jaguar	BJV012	385	
		1955 Prefect	BXB555	375	
		1951 Citroen	BLW288	185	
		1955 Velox	BKV285	500	1670
6/1/60	11431	1956 Volkswagen	ATN053	460	
11/1/60	11515	1940 Chevrolet	BMW119	27½	
25/1/60	11721	1957 Holden	BFB599	675	20
23/1/60	11723	1954 Austin	ARH749	350	
		1956 Morris Minor	BL0768	350	700
29/1/60	11801	1955 Peugeot	ATP850	460	
		1940 Morris	BR0227	40	
		1936 Chevrolet	BAC155	10	
		1936 Chevrolet	BDP597	20	530
2/2/60	11835	1952 Jaguar	AEH110	550	
6/2/60	11893	1953 Holden	AUY435	390	
8/2/60	11911	1953 Holden	BXC529	360	
10/2/60	11967	1950 Morris	ALS155	180	
		1950 Vauxhall	BUH775	210	
		1951 Minor	ADK121	260	
		1953 Ford	BUS975	375	
		1954 A/30	ART095	250	1275
13/2/60	12007	1954 Holden	ASC588	415	
15/2/60	12011	1956 Austin Sedan		175	
		1956 Holden Ute		575	
		1957 Holden Panel Van		675	
		1955 Vauxhall Sedan		615	

Exhibit "4"

	<u>Date</u>	<u>Cheque</u>	<u>Details of Vehicles</u>	<u>Amount</u>	<u>Total</u>	<u>EXHIBITS</u>
		<u>No.</u>			<u>of</u>	<u>D.4.</u>
					<u>Cheque</u>	
			1951 Ford	300	2340	List of
	15/2/60	12012	1952 Holden Sedan		635	Vehicles
	24/2/60	12181	1958 Volkswagen	BWH 699	690	Purchased
	2/3/60	12320	1950 Javelin	AZU867	180	from Motor-
	4/3/60	12330	1958 Holden S/Sedan	BOP398	1050	dom and
10	5/3/60	12335	1937 Ford Sedan		30	Motor-
			1949 Vauxhall Sedan		75	dom
			1935 Ford V8		30	Pty.Limited
			1939 Austin Sedan		40	by Pacific
	15/3/60	12516	1958 Holden	BOH541	765	Motor
	18/3/60	12565	1955 Holden	ASZ832	460	Auctions
			1956 Holden	BZT786	465	PTY.Limited
	26/3/60	12670	1949 Austin A/40		125	from 1st
			1954 M.G. ADA		550	January
			1959 Plymouth Sedan		2375	1960 to 2nd
20			1952 Morris Convertible		125	November
			1949 Morris Convertible		125	1960.
			1950 Austin Sedan		125	Continued.
	30/3/60	12747	1956 Holden	BBR711	500	
			1956 Holden	BKS110	650	1150
	7/4/60	12855	1954 Holden	AUW362	435	
			1956 Vanguard	BBH602	545	
			1946 Ford V8 Ute	BRE544	70	
			1949 Vanguard	BKG616	60	
			1948 Morris	AOD171	70	
30			1954 Renault	BHU923	170	
			1949 Renault	AHH391	90	
			1938 Studebaker	JF103	35	1475
	11/4/60	12902	1949 Austin	BWU784	200	
			1950 Morris	KJ998	250	
			1948 Nash	BZR420	175	625
	13/4/60	12929	1954 Holden Ute	AOT766	410	410
	23/4/60	13035	1957 Holden	BJE372		885
	30/4/60	13091	1954 Holden Ute	AOT766		410
	14/5/60	13319	1938 Standard	BPH307	10	
40			1948 Morris	BPM140	55	
			1950 Austin	ARR891	65	
			1940 Vauxhall	BER393	60	
			1947 Ford V8	BECOL7	145	335
	16/5/60	13323	1957 Zephyr	BKL357	750	

<u>EXHIBITS</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Details of Vehicles</u>	<u>Amount</u>	<u>Total of Cheque</u>
D.4.					
List of Vehicles Purchased -- from Motor- dom and Motordom PTY. Limited by Pacific Motor Auctions PTY. Limited from 1st January 1960 to 2nd November 1960.			1955 Ford 1954 Vauxhall 1958 Holden P/Van 1955 Vanguard 1954 Ford Ute 1958 Morris 1956 Renault 1954 Austin A/40 1956 Morris Minor	AWO747 630 ARS353 410 CAI401 730 BMJ356 320 ARA539 400 BNT542 650 VLU531 285 ARR809 275 BDD106 360	5110
	23/5/60	13449	1960 Holden	BZP757	1120
	7/6/60	13737	1952 Vanguard 1950 Wolseley 1951 Morris 1958 Standard 1950 Prefect Ute 1950 Prefect Sedan 1950 Prefect Sedan	AGZ772 175 BBN672 150 ABL297 175 BOT263 410 BNS090 55 HB916 100 AGA067 55	
Continued.			1952 Morris 1955 Morris	ACX978 225 AEF392 335	1680
	11/6/60	13779	1955 Holden	AZD628	475
	6/6/60	13838	1954 Holden	ANA102	450
	25/6/60	13971	1939 Studebaker	ASJ044	30
	7/7/60	14153	1955 Morris	ATE922	380
	12/7/60	14212	1959 Zephyr	BYS296	1140
	16/7/60	14264	1951 Holden 1950 Austin 1949 Inter 1940 Standard 1940 Chevrolet 1957 Holden 1938 Morris	AXM782 145 BSN038 90 BSE137 45 JML23 15 BCH981 42½ BGN262 700 ARW465 20	1057½
	29/7/60	14449	1955 Ford Sedan 1956 Ford Sedan 1954 Morris Sedan 1957 Hillman Sedan 1955 Morris Sedan 1959 Morris Minor 1953 Ford Sedan 1956 Holden Sedan	AWR485 640 BCC316 530 APC827 400 AGU031 600 ATU162 445 CDB662 550 AMW530 300 AZA859 550	4015
	30/7/60	14451	1938 Buick 1935 Ford 1940 Austin	GN400 15 BOB621 20 AKT414 15	

Exhibit "4"

	<u>Date</u>	<u>Cheque</u> <u>No.</u>	<u>Details of Vehicles</u>	<u>Amount</u>	<u>Total</u> <u>of</u> <u>Cheque</u>	<u>EXHIBITS</u> D.4.
			1948 Austin	XG624	52 $\frac{1}{2}$	List of Vehicles Purchased from Motor- dom and Motordom PTY. Limited by Pacific Motor Auctions PTY. Limited from 1st January 1960 to 2nd November 1960
			1949 Vanguard	BSG794	67 $\frac{1}{2}$	
			1939 Pontiac	ARM369	30	
			1937 Ford	BGR989	25	
			1946 Wolseley	TR832	30	
			1946 Vauxhall	BRX130	40	
10			1948 Prefect	XZ155	20	
	6/ 8/60	14550	1946 Austin	ABJ986	20	
	8/ 8/60	14572	1954 Inter	ARG703		
	12/ 8/60	14617	1953 Ford	AWY774		
	12/ 8/60	14627	1954 Vauxhall Sedan	AOT858	450	
			1952 Morris Oxford	AED637	350	
			1952 Jaguar	AFN110	440	
	13/8/60	14640	1937 Chevrolet	AOC905	10	
20	23/ 9/60	15236	1957 Holden	BGB996	690	
			1958 Holden	BNT441	845	
			1957 Holden	BHC824	690	
	5/10/60	15391	1949 Holden	LS771	264	
			1955 Standard	CEJ548	154	
			1950 Morris	ML216	104	
			1955 Prefect	Unreg.	354	
			1958 Standard	BZY174	374	
			1955 Holden	AUH054	434	
			1950 Ford	OJO68	104	
			1950 Fordson	LA782	29	
30			1950 Bedford	ACK820	29	
			1951 Ford	AAH381	154	
	5/10/60	15405	1954 Vauxhall	ATS495	375	
			1956 A/50	AZH391	475	
			1956 Morris	BER336	475	
			1958 Holden S/Wagib		825	
	12/10/60	15484	1950 Vanguard	KO713	170	
			1953 Hillman	AJW	240	
			1955 Standard	ATW179	230	
40			1949 Austin	BZ566	75	
			1956 Morris	BBC917	210	
			1950 Hillman	AZN112	60	
			1950 Peugeot	ANU648	80	
			1948 Hillman	YG346	40	
			1951 Holden	ACR250	145	
			1950 Jowett	BHH823	80	
			1956 Peugeot	AZE614	95	
			1950 Land Rover		140	
			1956 Zephyr	BED567	625	

Exhibit "4"

<u>EXHIBITS</u>	<u>Date</u>	<u>Cheque</u>	<u>Details of Vehicles</u>	<u>Amount</u>	<u>Total</u>
		<u>No.</u>			<u>of</u>
					<u>Cheque</u>
D.4.			1953 Fargo Ute	185	2375
List of	15/10/60	15529	1938 Hudson	NN286	5
Vehicles	19/10/60	15567	1958 Wolseley	CEEB460	
Purchased			1955 M.G.	BSW152	
from Motor-			1958 Holden S/Sedan	BHY711	
dom and			1958 Holden	BRY534	2945
Motor-dom	28/10/60	15671	1956 Holden	BUU553	10
PTY.Limited			1958 Holden	BML733	
by Pacific			1954 Holden	APY345	
Motor			1954 Holden	ARK254	
Auctions			1953 Holden	AJJ560	
PTY.Limited			1956 Holden	BEV247	
from 1st			1955 Mainline	AWN316	3630
January	25/10/60	15635	1955 Holden Sedan		
1960 to 2nd			1955 Morris	AYX621	
November			1954 Holden	AOJ126	
1960.			1955 Austin	AVB483	20
Continued.			1956 Zephyr	BBS997	
			1958 Austin	BWM721	2700
	2 /11/60	15736	1957 Simca	BLJ118	
			1958 Hillman	BNJ679	
			1955 Rover	BRY282	
			1954 Wolseley	AMM282	
			1956 Zephyr	BE0567	
			1958 Singer	CEC820	
			1953 Holden	AGC428	
			1954 Holden	ARH677	30
			1957 Holden	AOL688	
			1956 Zephyr	BRW333	
			1955 Holden	BFF935	
			1955 Anglia	ASU155	
			1957 Holden	BCF159	
			1952 Holden	AEF947	
			1955 Ford	AXR585	
			1950 Dodge	AAO394	
			1955 Chrysler	BKD320	
			1956 Holden	BDW069	40
			1955 Standard	AWT179	
			1958 Fordomatic	BRX562	1365
			1958 Morris	BNX673	560
			1958 Vauxhall Victor	BTZ516	595
			1956 Prefect	BAA699	425
			1952 Jaguar	BYK628	600
			1957 Holden	BKR894	550
			1956 Holden	BAF754	650
			1954 Holden	BGL683	450
			1955 Morris Minor	AZM312	460
			1958 Chrysler	CDV697	1170
			TOTAL		£16510
					£75.420

Exhibit "4"

PLAINTIFFS EXHIBIT "Z" TITLE DECLARATIONS
2ND NOVEMBER 1960

EXHIBITS

P.Z.

DECLARATION

Title
Declarations

I/We Motordom Pty. Ltd. of
Do hereby declare:-

2nd November,
1960.

10

1. I/WE have this day sold and delivered to
PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155
Parramatta Road, Strathfield, the vehicle
described hereunder, together with all
tyres, tubes, radio, tools and accessories
thereof and thereon for the sum of £700.0.0.

MAKE CHRYSLER TYPE SEDAN MODEL 1955

REG. No. BKD320 ENGINE No. CHASSIS No.

20

NOTE

*Strike
out from
(a) or
(b) which-
ever is-
inappli-
cable

2.*(a) The vehicle is my/our sole and abso-
ute unencumbered property and is free
from any Bill of Sale, Hire Purchase
Agreement, lien charge or other adverse
interest whatsoever and no person or
corporation has any rights title or
interest therein and I/WE have good
right and title to sell the same.

or

(b) That the only encumbrance, charge, lien
or other adverse interest whatsoever,
whether by way of Bill of Sale, Hire
Purchase Agreement or otherwise is as
follows: NATURE OF ENCUMBRANCE
Hire Purchase Agreement/Bill of Sale
OWING TO

30

(Name in Full) Address
AMOUNT OWING £

and that, except as above mentioned no
person or corporation or other than
myself has any right, title or interest
whatsoever in such vehicle.

40

3. I am not a bankrupt and have not committed
any act of bankruptcy.
4. The vehicle has never been used as a Taxi
or Hire Car.

Declared at Parramatta this Second day of
November nineteen hundred and sixty.

A.E. Skinner
Witness

R. Webb (Sgd.)
Signature
Exhibit "Z"

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE-HUSBAND _____

2nd November, OCCUPATION _____

1960. EMPLOYED BY _____

Continued. PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED-DATE _____

REMARKS _____

TRANSPORT DEPARTMENT CHEQUE ON PREVIOUS OWNER

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED : DATE _____

HOW CONTACTED _____

REMARKS _____

N.B.If paid
by cheque
ensure
cheque 10
cleared.
N.B.Strike
out which-
ever does
not apply.

20

(Signature of Employee Checking
Title)

30

DECLARATIONS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

EXHIBITS

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road Strathfield, the vehicle described hereunder, together with all types, tubes, radio, tools and accessories thereof and thereon for the sum of £600. 0. 0.

Title
Declarations

2nd November
1960.

MAKE Jaguar TYPE Sed. MODEL 52

Continued.

10 REG.No. BYK628 ENGINE NO. _____ CHASSIS No. _____

2. * (a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title, or interest therein and I/WE have good right and title to sell the same.

NOTE

*Strike out from

(a) or
(b) which
20 ever is
inapplic-
able

or
That the only encumbrance, charge, lien or other adverse interest whatsoever, whether by way of Bill of Sale, Hire Purchase Agreement or otherwise is as follows:-

NATURE OF ENCUMBRANCE Hire Purchase Agreement/Bill of Sale OWING TO

(Name in full)

(Address)

AMOUNT OWING £

and that, except as above mentioned no person or corporation other than myself has any right, title or interest whatsoever in such vehicle.

30

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A. E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____
 Title ADDRESS _____
 Declarations NAME OF WIFE/HUSBAND _____
 2nd November OCCUPATION _____
 1960
 Continued. EMPLOYED BY _____

PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

N.B.If paid
by cheque
ensure
cheque
cleared.
N.B.Strike 10
out which-
ever does
not apply.

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

20

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____
REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking
Title)

Exhibit "Z"

30

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £650. 0. 0.

Title
Declarations

2nd November
1960.

Continued.

10 MAKE Holden TYPE Sed. MODEL 56
Reg. No. BAF754 ENGINE No. _____ CHASSIS No. _____

2. * (a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, Lien charge or other adverse interest whatsoever and no person or corporation has any rights title or interest therein and I/WE have good right and title to sell the same.

650

NOTE

*Strike out from

20 (a) or (b) That the only encumbrance, charge, lien or other adverse interest whatsoever, whether by way of Bill of Sale, Hire Purchase Agreement or otherwise is as follows:
which-ever is in-appli-cable

NATURE OF ENCUMBRANCE Hire Purchase Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £
and that except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

30

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(sgd.) R. Webb
Signature

EXHIBITSCOMPULSORY TITLE CHECK

P.Z. _____
 Title ADDRESS _____
 Declarations NAME OF WIFE/HUSBAND _____
 2nd November OCCUPATION _____
 1960
 Continued. EMPLOYED BY _____
 PERIOD OF EMPLOYMENT _____
 VEHICLE PURCHASED FROM _____
 DATE PURCHASED _____
 FINAL RECEIPT _____
 FINANCED THROUGH _____ H.P.A.
 B/SALE
 FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____
 DATE OBTAINED _____
 DATE EXPIRES _____
 DATE PAID _____
 CHEQUE No. _____

N.B. If
 paid by
 cheque
 ensure
 cheque
 cleared.
 N.B.Strike
 out which- 10
 ever does
 not apply

BANK _____
 REFERENCES _____

 MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____
 REMARKS _____
 TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -
 NAME _____
 ADDRESS _____
 PREVIOUS OWNER CONTACTED - DATE _____
 HOW CONTACTED _____
 REMARKS _____

(Signature of Employee Checking Title)

DECLARATIONEXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

Title
Declarations

2nd November
1960

Continued.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio tools and accessories thereof and thereon for the sum of £650. 0. 0.

10 MAKE Holden TYPE Sedan MODEL 1956
REG. NO. AOL688 ENGINE NO. _____ CHASSIS NO. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

NOTE
*STRIKE
out
from
(a) or
(b)

20 which-
ever (b) That the only encumbrance, charge, lien or
is in- other adverse interest whatsoever, whether
appli- by way of Bill of Sale, Hire Purchase
cable Agreement or otherwise is as follows:
NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £

30 and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

3. I am not a bankrupt and have not committed any act of bankruptcy.

~~4. The vehicle has never been used as a Taxi or Hire-Car.~~

Declared at Parramatta this Second day of November Nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

Exhibit "Z"

EXHIBITSCOMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November OCCUPATION _____

1960 EMPLOYED BY _____

Continued. PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/Sale

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

N.B. If
paid by
cheque
ensure
cheque
cleared.
N.B.
Strike
out
which-
ever
does not
apply.

10

20

(Signature of Employee Checking Title)

Exhibit "Z"

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £620. 0. 0.

Title
Declarations

2nd November
1960

Continued.

10 MAKE Hillman TYPE Sed. MODEL 58
REG.NO. BNJ679 ENGINE No. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

or

20 (b) That the only encumbrance, charge, lien or other adverse interest whatsoever, whether by way of Bill of Sale, Hire Purchase Agreement or otherwise is as follows:-

NOTE
*Strike
out
from

(a) or
(b)

which-
ever is
inappli-
cable

NATURE OF ENCUMBRANCE	Hire Purchase
Agreement/Bill of Sale	OWING TC

(Name in full)

(Address)

AMOUNT OWING £

and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

30

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Pattamatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(sgd.) R. Webb
Signature

Exhibit "Z"

EXHIBITSCOMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November OCCUPATION _____

1960

Continued. EMPLOYED BY _____ N.B. If paid by cheque ensure cheque cleared.

PERIOD OF EMPLOYMENT _____ N.B. Strike out which-ever does not apply.

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____ 10

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE NO. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____ 20

REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)

Exhibit "Z"

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £595. 0. 0.

Title
Declarations
2nd November,
1960.

Continued.

10 MAKE V/Victor TYPE Sed. MODEL 58
REG.No. BPZ516 ENGINE NO. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

NOTE
*Strike
out
from
(a) or
(b)

20 which- (b) That the only encumbrance, charge, lien or ever is other adverse interest whatsoever, whether is by way of Bill of Sale, Hire Purchase inappli- Agreement or otherwise is as follows:- cable. NATURE OF ENCUMBRANCE Hire Purchase Agree- ment/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £

30 and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITSCOMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November, OCCUPATION _____

1960. EMPLOYED BY _____

Continued. PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

N.B. If
paid by
cheque
ensure
cheque
cleared.
N.B.
Strike
out
which-
ever
does not
apply.

10

20

(Signature of Employee Checking Title)
Exhibit "Z"

DECLARATIONEXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £625. 0. 0.

Title
Declarations
2nd November,
1960.
Continued.

10 MAKE Zephyr TYPE Sed. MODEL 56
REG.No. BRW333 ENGINE No. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.
- NOTE
*Strike out from (a) or (b) which-ever is in-applicable.
- 20 (b) That the only encumbrance, charge, lien or other adverse interest whatsoever, whether by way of Bill of Sale, Hire Purchase Agreement or otherwise is as follows:

NATURE OF ENCUMBRANCE Hire Purchase Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £
and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

30

3. I am not a bankrupt and have not committed any act of bankruptcy.
4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

Exhibit "Z"

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November, OCCUPATION _____ N.B. If
1960. _____ paid by
cheque
ensure
cheque
cleared.

Continued. EMPLOYED BY _____ N.B.
PERIOD OF EMPLOYMENT _____ Strike
VEHICLE PURCHASED FROM _____ out
DATE PURCHASED _____ which-
FINAL RECEIPT _____ ever
does not
apply. 10

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____ 20
REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)
Exhibit "Z"

DECLARATIONEXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £550. 0. 0.

Title
Declarations
2nd November,
1960.

Continued.

10 MAKE Holden TYPE Ute MODEL 57
REG.No. BKR894 ENGINE No. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, Lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

NOTE
*Strike
out
from
{a} or
{b}

- 20 which- (b) That the only encumbrance, charge, lien or
ever other adverse interest whatsoever, whether
is in- by way of Bill of Sale, Hire Purchase
appli- Agreement or otherwise is as follows:-
cable

NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full)

(Address)

AMOUNT OWING £

30

and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November
nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd) R. Webb
Signature

Exhibit "Z"

EXHIBITS

COMPULSORY TITLE CHECK

P.Z.
Title
Declarations
2nd November,
1960.

NAME _____

ADDRESS _____

NAME OF WIFE/HUSBAND _____

OCCUPATION _____

EMPLOYED BY _____

PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____

H.P.A.
B/SALE

N.B. If
paid by
cheque
ensure
cheque
cleared.
N.B.
Strike
out
which-
ever
does not
apply

10

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

20

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)

Exhibit "Z"

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £550. 0. 0.

Title
Declarations
2nd November,
1960.
Continued.

10 MAKE Holden TYPE Ute MODEL 57
REG.No. BKR894 ENGINE No. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, Lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

NOTE
*Strike
out
from
(a) or
(b)

20 which- (b) That the only encumbrance, charge, lien or
ever other adverse interest whatsoever, whether
is in- by way of Bill of Sale, Hire Purchase
appli- Agreement or otherwise is as follows:-
cable

NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £
and that, except as above mentioned no person
or corporation or other than myself has any
right, title or interest whatsoever in such
vehicle.

30

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November
nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd) R. Webb
Signature

Exhibit "Z"

EXHIBITS

COMPULSORY TITLE CHECK.

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November, OCCUPATION _____

Continued. EMPLOYED BY _____

PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

N.B. If paid by cheque ensure cheque cleared. N.B. Strike out whichever does not apply.

10

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

20

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)
Exhibit "Z"

DECLARATION.

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radios, tools and accessories thereof and thereon for the sum of £525. 0. 0.

Title
Declarations
2nd November,
1960.

Continued.

10 MAKE Simca TYPE Sed. MODEL 57 ?
REG.No. BLJ118 ENGINE No. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.
NOTE
*Strike out from (a) or (b)
or

20 which- (b) That the only encumbrance, charge, lien or ever other adverse interest whatsoever, whether is in- by way of Bill of Sale, Hire Purchase appli- Agreement or otherwise is as follows:- cable. NATURE OF ENCUMBRANCE Hire Purchase Agreement/Bill of Sale OWING TO

(Name in full) (Address)

30 AMOUNT OWING £
and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at PARRAMATTA this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITS

COMPULSORY TITLE CHECK

P.Z.
Title
Declarations
2nd November,
1960.

NAME _____

ADDRESS _____

NAME OF WIFE/HUSBAND _____

OCCUPATION _____

EMPLOYED BY _____

PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

N.B. If
paid by
cheque
ensure
cheque
cleared.
N.B.
Strike
out
which-
ever
does not
apply

10

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

20

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)
Exhibit "Z"

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £325. 0. 0.

Title
Declarations
2nd November,
1960.

Continued.

10 MAKE Holden TYPE Sed. MODEL 1954
REG.No. ARH677 ENGINE No. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or other interest therein and I/WE have good right and title to sell the same.

NOTE
*Strike
out
from
(a) or
(b)

20 which- (b) That the only encumbrance, charge, lien or
ever is other adverse interest whatsoever, whether
inappli- by way of Bill of Sale, Hire Purchase
able Agreement or otherwise is as follows:-

NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £
and that, except as above mentioned no
person or corporation or other than myself
has any right, title or interest whatsoever
in such vehicle.

30

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITSCOMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November, OCCUPATION _____

1960.

Continued. EMPLOYED BY _____ N.B. If paid by cheque ensure cheque cleared.

PERIOD OF EMPLOYMENT _____ N.B. Strike out which- ever does not apply.

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____ 10

FINANCED THROUGH _____ H.P.A. B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____ 20

REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)

Exhibit "Z"

DECLARATIONEXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £560. 0. 0.

Title
Declarations
2nd November,
1960.

Continued.

10 MAKE M/Major TYPE Sed. MODEL 58
REG.No. BMX673 ENGINE NO. _____ CHASSIS NO. _____

2. * (a) The vehicle is my-our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, Lien, Charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

NOTE
*Strike
out
from
(a) or
(b)

20 which- (b) That the only encumbrance, charge, lien or ever is other adverse interest whatsoever, whether inappli- by way of Bill of Sale, Hire Purchase able. Agreement or otherwise is as follows:

NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

30 AMOUNT OWING £
and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November, OCCUPATION _____

1960. EMPLOYED BY _____

Continued. PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

N.B. If
paid by
cheque
ensure
cheque
cleared.
N.B.
Strike
out
which-
ever
does not
apply.

10

20

(Signature of Employee Checking Title)

Exhibit "Z"

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £385. 0. 0.

Title
Declarations
2nd November,
1960.

Continued.

10 MAKE Wolseley 4/44 TYPE Sed. MODEL 54
REG.No. AMM 282 ENGINE No. _____ CHASSIS No. _____

2. * (a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

NOTE
*STRIKE
out
from
(a) or
(b)

20 which- (b) That the only encumbrance, charge, lien or ever is other adverse interest whatsoever, whether inappli- by way of Bill of Sale, Hire Purchase cable. Agreement or otherwise is as follows:

NATURE OF ENCUMBRANCE Hire Purchase Agreement/Bill of Sale OWING TO

(Name in full) (Address)

30 AMOUNT OWING £
and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE-HUSBAND _____

2nd November, OCCUPATION _____

1960. EMPLOYED BY _____

Continued. PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

N.B. If
paid by
cheque
ensure
cheque
cleared.
N.B.
Strike
out
which-
ever
does not
apply.

10

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

20

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare :-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio tools and accessories thereof and thereon for the sum of £630. 0. 0.

Title
Declarations
2nd November
1960.

Continued.

10 MAKE Customline TYPE Sed. MODEL 55
REG.No. AXR585 ENGINE No. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

NOTE
*Strike
out
from
{a} or
{b}

20 which- (b) That the only encumbrance, charge, lien or ever is other adverse interest whatsoever, whether inappli- by way of Bill of Sale, Hire Purchase cable. Agreement or otherwise is as follows:

NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £
and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

30

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____
Declarations

2nd November, NAME OF WIFE/HUSBAND _____
1960.

Continued. OCCUPATION _____

EMPLOYED BY _____

PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____
DATE EXPIRES _____
DATE PAID _____
CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____
REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER-

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)

N.B. If
paid by
cheque
ensure
cheque
cleared.
N.B.
Strike
out
which-
ever
does not
apply.

10

20

DECLARATIONEXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

Title
Declarations
2nd November,
1960.

Continued.

10 MAKE Anglia TYPE Sed. MODEL 55
REG.No. ASV155 ENGINE No. _____ CHASSIS No. _____

2. * (a) The vehicle is my/our sole and absolute
unencumbered property and is free from any
Bill of Sale, Hire Purchase Agreement, lien,
charge or other adverse interest whatsoever,
and no person or corporation has any rights,
title or interest therein and I/WE have good
right and title to sell the same.

NOTE
*Strike
out
from
(a) or
(b)

20 which- (b) That the only encumbrance, charge, lien or
ever is other adverse interest whatsoever, whether
inappli- by way of Bill of Sale, Hire Purchase
cable. Agreement or otherwise is as follows:

NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £
and that, except as above mentioned no
person or corporation or other than myself
has any right, title or interest whatsoever
in such vehicle.

30

3. I am not a bankrupt and have not committed any
act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire
Car.

Declared at Parramatta this Second day of November
nineteen hundred and sixty.

A.E. SKINNER

Witness

(Sgd.) R. Webb

Signature

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November, OCCUPATION _____

1960. EMPLOYED BY _____

Continued. PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER - _____

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

N.B. If paid by cheque ensure cheque cleared.
N.B. Strike out whichever does not apply.

10

20

(Signature of Employee Checking Title)

Exhibit "Z"

DECLARATIONEXHIBIT

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

Title
Declarations
2nd November,
1960.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio, tools and accessories thereof and thereon for the sum of £425. 0..0.

Continued.

10 MAKE Prefect TYPE Sed. MODEL 56
REG.No. BAA691 ENGINE No. _____ CHASSIS No. _____

2. * (a) The vehicle is my/our sole and absolute
NOTE unencumbered property and is free from any
* Strike Bill of Sale, Hire Purchase Agreement, lien,
out from charge or other adverse interest whatsoever,
(a) or and no person or corporation has any rights,
(b) title or interest therein and I/WE have good
which- right and title to sell the same.
ever is or

20 in- (b) That the only encumbrance, charge, lien or
appli- other adverse interest whatsoever, whether
cable. by way of Bill of Sale, Hire Purchase
Agreement or otherwise is as follows:-
NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £

30 and that, except as above mentioned no person
or corporation or other than myself has any
right, title or interest whatsoever in such
vehicle.

3. I am not a bankrupt and have not committed any
act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire
Car.

Declared at Parramatta this Second day of November
nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November, OCCUPATION _____ N.B. If
1960. cheque
ensure
cheque
cleared.

Continued. EMPLOYED BY _____ N.B.
PERIOD OF EMPLOYMENT _____ Strike
out
which-
ever
does not
apply. 10

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____ 20
REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

(Signature of Employee Checking Title)

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare :-

P.Z.

1. I/WE have this day sold and delivered to PACIFIC MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road, Strathfield, the vehicle described hereunder, together with all tyres, tubes, radio tools and accessories thereof and thereon for the sum of £630. 0. 0.

Title
Declarations
2nd November
1960.

Continued.

10 MAKE Customline TYPE Sed. MODEL 55
REG.No. AXR585 ENGINE No. _____ CHASSIS No. _____

2. *(a) The vehicle is my/our sole and absolute unencumbered property and is free from any Bill of Sale, Hire Purchase Agreement, lien, charge or other adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and I/WE have good right and title to sell the same.

NOTE
*Strike
out
from
(a) or
(b)

20 which- (b) That the only encumbrance, charge, lien or ever is other adverse interest whatsoever, whether inappli- by way of Bill of Sale, Hire Purchase cable. Agreement or otherwise is as follows:

NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

AMOUNT OWING £
and that, except as above mentioned no person or corporation or other than myself has any right, title or interest whatsoever in such vehicle.

30

3. I am not a bankrupt and have not committed any act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire Car.

Declared at Parramatta this Second day of November nineteen hundred and sixty.

A.E. SKINNER
Witness

(Sgd.) R. Webb
Signature

EXHIBITS

COMPULSORY TITLE CHECK.

P.Z. NAME _____

Title ADDRESS _____

Declarations NAME OF WIFE/HUSBAND _____

2nd November, OCCUPATION _____

1960. EMPLOYED BY _____

Continued. PERIOD OF EMPLOYMENT _____

VEHICLE PURCHASED FROM _____

DATE PURCHASED _____

FINAL RECEIPT _____

FINANCED THROUGH _____ H.P.A.
B/SALE

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____

DATE OBTAINED _____

DATE EXPIRES _____

DATE PAID _____

CHEQUE No. _____

BANK _____

REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____

REMARKS _____

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER -

NAME _____

ADDRESS _____

PREVIOUS OWNER CONTACTED - DATE _____

HOW CONTACTED _____

REMARKS _____

N.B. If
paid by
cheque
ensure
cheque
cleared.
N.B.
Strike
out
which-
ever
does not
apply

10

20

(Signature of Employee Checking Title)
Exhibit "Z"

DECLARATION

EXHIBITS

I/WE Motordom Pty. Ltd. of
do hereby declare:-

P.Z.

Title
Declarations
2nd November,
1960.

Continued.

1. I/WE have this day sold and delivered to PACIFIC
MOTOR AUCTIONS PTY. LIMITED, 155 Parramatta Road,
Strathfield, the vehicle described hereunder,
together with all tyres, tubes, radio, tools and
accessories thereof and thereon for the sum of
£680. 0. 0.

10 MAKE Singer Sed TYPE Sed. MODEL 1958
REG.No. CDC820 ENGINE No. _____ CHASSIS No. _____

2. * (a) The vehicle is my/our sole and absolute
NOTE unencumbered property and is free from any
*Strike Bill of Sale, Hire Purchase Agreement, lien,
out charge or other adverse interest whatsoever,
from and no person or corporation has any rights,
(a) or title or interest therein and I/WE have good
(b) right and title to sell the same.
which- or
20 ever is (b) That the only encumbrance charge, lien or
inappli- other adverse interest whatsoever, whether
cable. by way of Bill of Sale, Hire Purchase
Agreement or otherwise is as follows:
NATURE OF ENCUMBRANCE Hire Purchase
Agreement/Bill of Sale OWING TO

(Name in full) (Address)

30 AMOUNT OWING £
and that, except as above mentioned no
person or corporation or other than myself
has any right, title or interest whatsoever
in such vehicle.

3. I am not a bankrupt and have not committed any
act of bankruptcy.

4. The vehicle has never been used as a Taxi or Hire
Car.

Declared at Parramatta this Second day of November
nineteen hundred and sixty.

A.E. SKINNER
Witness

(sgd) R. Webb
Signature

EXHIBITS

COMPULSORY TITLE CHECK

P.Z. NAME _____
 Title ADDRESS _____
 Declarations NAME OF WIFE/HUSBAND _____
 2nd November, OCCUPATION _____
 1960.

Continued. EMPLOYED BY _____ N.B. If
 PERIOD OF EMPLOYMENT _____ paid by
 VEHICLE PURCHASED FROM _____ cheque
 DATE PURCHASED _____ ensure
 FINAL RECEIPT _____ cheque
 FINANCED THROUGH _____ cleared.
 H.P.A. N.B.
 B/SALE Strike
 out
 which-
 ever
 does not
 apply.

10

FINANCE COMPANY PAYOUT FIGURE - AMOUNT £ _____
 DATE OBTAINED _____
 DATE EXPIRES _____
 DATE PAID _____
 CHEQUE No. _____

BANK _____
 REFERENCES _____

MERCHANTS AND TRADERS ASSN. SEARCHED - DATE _____
 REMARKS _____

20

TRANSPORT DEPARTMENT CHECK ON PREVIOUS OWNER-
 NAME _____
 ADDRESS _____
 PREVIOUS OWNER CONTACTED - DATE _____
 HOW CONTACTED _____
 REMARKS _____

(Signature of Employee Checking Title)

PLAINTIFFS EXHIBIT "X" EXTRACT FROM DEFENDANTS CASH
PAYMENTS LEDGER AND DETAILS ADDED BY COUNSEL.

P.X.

Extract from
Defendants
Cash Payments
Ledger and
Details added
by Counsel.

	List of Vehicles Purchased by Pacific Motors from Motordom Pty. Ltd. on 2.11.60	Price sold by Def- endant to Motordom Pty. Ltd. prior to 2.11.60 (where applicable)	Price bought by Def- endant from Motordom Pty. Ltd. 2.11.60	Price sold by Defendant after 2.11.60	Date sold by Defendant after 2.11.60
	1957 Simca BLJ118 *	525	525	555	4.11.60
	1958 Hillman BNJ679 *	620	620	600	4.11.60
10	1955 Rover BRY282	785	785	825	
	1954 Wolseley AMM282 *	385	385	375	5.11.60
	1956 Zephyr BEO567	675	650	570	
	1958 Singer CDC820 *	680	680	570	23.11.60
	1953 Holden AGC428		235	200	
	1954 Holden ARH677 *	325	325	300	14.11.60
	1957 Holden AOL688 *		650	550	7.12.60
	1956 Zephyr BRW333 *	625	625	550	23.11.60
	1954 Holden BFF935	425	420	320	
20	1955 Ford Anglia ASU155 *		325	300	14.11.60
	1957 Holden BCF159		550	450	
	1952 Holden AEF947	390	430	400	
	1955 Ford AXR585 *	630	630	620	7.11.60
	1950 Dodge AA0394		250	235	
	1956 Chrysler BKD320 *		700	550	24.11.60
	1956 Holden BDW069		650	575	
	1954 Standard AWT179	250	250	235	
	1958 Fordo- matic BRX562	1,365	1,365	1,325	
30	1958 M/Major BNX673 *	560	560	530	1.12.60
	1958 Victor BPZ516 *	525	595	580	5.11.60
	1956 Prefect BAA699 *	425	425	410	12.11.60
	1952 Jaguar BYK628 *		600	585	9.11.60
	1957 Holden BKR894 *	540	550	435	14.12.60
	1956 Holden BAF754 *		650	630	9.11.60
	1954 Holden BGL683		450	320	
	1956 M/Minor AZM312	465	460	420	
	1958 Chrysler CDV697	1,170	1,170	1,170	

Exhibit "X"

PLAINTIFF'S EXHIBIT "Y" LIST OF CARSEXHIBIT

P.Y.

List of
Cars

	<u>DATE SOLD</u>	<u>DETAILS</u>			
	12/10/60	Ford Sedan	BRK-562	1365	
	12/10/60	Holden Sedan	APU-206	400	
	12/10/60	Zephyr Sedan	BRW-333	625	(8)
	12/10/60	Singer Sedan	CDC-320	680	(15)
	12/10/60	Hillman Sedan	BNJ-679	620	(6)
	12/10/60	Holden Utility	BKR-594	540	(9)
	12/10/60	Hillman Sedan	AXU-492	430	
10	12/10/60	Holden Sedan	AEF-947	390	
	12/10/60	Prefect Sedan	BAA-691	425	(19)
	12/10/60	Holden Sedan	Unreg.	500	
	12/10/60	Holden Sedan	BBB-333	465	
	12/10/60	Vauxhall Sedan	BPZ-516	525	(7) £6965
	15/10/60	Simca Sedan	BLU-118	525	(10)
	15/10/60	Holden Sedan	BNT-441	820	
	15/10/60	Thames Van	BJU-293	265	
	15/10/60	Standard Sedan	AWT-179	250	
	15/10/60	Zephyr Sedan	BED-567	675	£2535
20	19/10/60	Zephyr Sedan	BPT-260	450	
	19/10/60	Holden Sedan	ARH-677	325	(11)
	19/10/60	Morris Sedan	BMX-673	560	(12)
	19/10/60	Holden Sedan	BKE-767	360	
	19/10/60	Morris Minor Sedan	AGJ-335	300	
	19/10/60	Wolseley Sedan	AMM-282	385	(13)
	19/10/60	Ford Sedan	AXR-585	630	(14)
	19/10/60	Standard Panel Van	AJU-913	175	
	19/10/60	Holden Sedan	CEJ-562	605	£3790
		Total of Dishonoured cheques			£13290
30	<u>DATE SOLD</u>	<u>DETAILS</u>	Total B/F		£13290
	24/10/60	Vauxhall Sedan	CEC-807	450	
	24/10/60	Vauxhall Utility	AVT-298	185	
	24/10/60	Austin A50 Sedan	BUY-919	395	
	24/10/60	Chrysler Sedan	CDV-697	1170	
	24/10/60	Holden Utility	AGC-428	235	
	24/10/60	Rover Sedan	BRY-282	785	£3220
					£16510

(Red marks total £5840)
(as indicated in brackets)

Exhibit "Y"

DEFENDANTS EXHIBIT "8" LIST OF CARSD.8.
List of
Cars

<u>No.</u>		<u>Regd. No.</u>	<u>Oct. '60 Y. Book</u>	<u>Nov. '60 Y. Book</u>	<u>Price Re- prohsd fr Motordom 2.11.60</u>	<u>Price Sold by Pacific after 2.11.60</u>	<u>Date Sold by Pacific after 2.11.60.</u>
1.	1956 Plymouth Powerflite	BKD320	620	615	800 700	550	24.11.60
2.	1952 Jaguar	BYK628	510	475	650 600	585	9.11.60
3.	1956 Holden FE Sedan	BAF754	650	640	800 650	630	7.11.60
5.	1957 Holden FE Standard Sedan (EX Cab)	AOL688	675 440	685 450	850 650	550	7.12.60
6.	1958 Hillman	BNS679	610	630	750 620	600	4.11.60 x (£620)
7.	1958 Vauxhall Victor	BPZ526	595	600	700 595	580	5.11.60 x (£525)
8.	1956 Ford Zephyr Mk. II	BRW333	640	465 650	625	550	23.11.60 x (£625)
9.	1957 Holden Utility	BKR894	515	510	635 550	435	14.12.60 x (£540)
10.	1958 Simca Aronde	BLJ118	575	560	675 525	555	4.11.60 x (£525)
11.	1953 Holden Sedan	ARH677	390	390	550 325	300	14.11.60 x (£325)
12.	1958 Morris Major	BMX673	265 600	595	560	530	1.12.60 x (£560)
13.	1954 Wolseley 6/80 4/44 Sedan	AMM282	375	310 375	475 385	375	5.11.60 x (£385)
20	1955 Customline	AXR585	620	605	775 630	620	7.11.60 x (£630)
15.	1958 Singer Gazelle	CDC820	610	615	610 680	570	23.11.60 x (£680)
17.	1955 Anglia	ASB155	260	255	450 325	300	14.11.60
19.	1956 Ford Prefect	BAA691	390	395	550 425	410	12.11.60 x (£425)
			<u>8400</u>	<u>8360</u>	<u>8845</u>	<u>8140</u>	<u>(£5840)</u>

x = Purchased by Motordom
from Pacific originally
at price in bracket
(all in October 1960)

Exhibit "8"

IN THE PRIVY COUNCIL

No. 43 of 1964

ON APPEAL FROM THE HIGH COURT OF AUSTRALIA

BETWEEN: PACIFIC MOTOR AUCTIONS PTY LIMITED

(Defendant) APPELLANT

AND: MOTOR CREDITS (HIRE FINANCE) LIMITED

(Plaintiff) RESPONDENT

RECORD OF PROCEEDINGS

VOLUME II

LIGHT & FULTON,
24 John Street,
Bedford Row,
London, W.C.1.

KINGSLEY WOOD & CO.,
6 & 7 Queen Street,
London E.C.4.

SOLICITORS FOR THE APPELLANT

SOLICITORS FOR THE RESPONDENT