

IN THE MATTER OF BULLION BOURSE PTY LTD (IN LIQUIDATION) ACN 140 221 067

NEIL RAYMOND CRIBB AS LIQUIDATOR OF BULLION BOURSE PTY
LTD (IN LIQUIDATION) ACN 140 221 067

Plaintiff



ORDERS
MASTER SANDERSON
30 JULY 2019

UPON APPLICATION of the Plaintiff dated 29 July 2019 and upon hearing Mr R M Johnson of Counsel for the Plaintiff and Mr A Camp of Counsel for certain safety deposit box holders IT IS ORDERED THAT:

Safety deposit boxes

Identified SDB Goods

1. The goods contained in the safety deposit boxes in respect of which:
 - (a) the plaintiff is able to identify the safety deposit box holder (**Identified SDB Holder**) by reference to the available records of Bullion Bourse Pty Ltd (In Liquidation) ACN 140 221 067 (**Company**); or
 - (b) a person is able to provide documentation to the reasonable satisfaction of the plaintiff which identifies them as the Identified SDB Holder,

(**Identified SDB Goods**) are:

 - (c) the property of the relevant Identified SDB Holders; and
 - (d) able to be collected from the plaintiff by the Identified SDB Holders or their authorised representative by the method outlined in these directions.
2. The plaintiff is justified, and is otherwise acting reasonably, in asserting an entitlement to an indemnity secured by an equitable lien against the Identified SDB Goods, for the payment of his costs, expenses and remuneration relating to identifying, preserving and facilitating the return of (**Costs**) the Identified SDB Goods limited to the amount of \$350 per collection (**Base Levy**).
3. Further and alternatively, the plaintiff is justified, and is otherwise acting reasonably, in treating his costs and expenses incurred in relation to the Identified SDB Goods as a cost of the winding up of the Company.

Unidentified SDB Goods

4. The plaintiff is justified, and is otherwise acting reasonably in undertaking the following course of action in relation to the goods (**Unidentified SDB Goods**) contained in safety deposit boxes in respect of which the safety deposit box holder cannot be identified by the plaintiff from the available records of the Company (**Unidentified Boxes**):
- (a) send to all creditors and other interested parties a circular that encloses a copy these Orders (**Circular**);
 - (b) if any time until 30 September 2019 or such other date as extended by further order of this Court, a person responds to any circulars, including the Circular or any future circulars, or contacts the plaintiff or his staff and is able to produce photographic identification and documentation that enables the plaintiff, to his reasonable satisfaction, to match an Unidentified Box to that person, then the plaintiff will treat the goods in that Unidentified Box (**Subsequently Identified SDB Goods**) as the property of that person (**Subsequently Identified SDB Holder**) and will release the Subsequently Identified SDB Goods to the Subsequently Identified SDB Holder or their authorised representative by the method outlined in these directions.
 - (c) if, after 30 September 2019 or such other date as extended by further order of this Court, an Unidentified Box remains unclaimed by a customer, then the plaintiff will:
 - (i) access, and where necessary engage a locksmith to gain access to, the contents of the Unidentified Box which will be done with two of the plaintiff's staff present and recorded on video camera;
 - (ii) have his staff catalogue the contents of the Unidentified Box;
 - (iii) store the contents of the Unidentified Box at a secure premise to the plaintiff's reasonable satisfaction, but not necessarily at the Premises;
 - (iv) if the contents disclose any information that might enable the plaintiff to identify the owner, then the plaintiff will attempt to contact that person and/or make enquiries;
 - (v) if the owner can be identified to the plaintiff's reasonable satisfaction following contact or inquiries made by the plaintiff under (iv) above, then the plaintiff will treat the goods as Subsequently Identified SDB Goods; and
 - (vi) if by the 30 November 2019 or such other date as extended by further order of this Court (**Deadline**) the owner cannot be identified or, if any contact or enquiries made by the plaintiff under (iv) above do not result in any person claiming ownership of the goods, then the goods will be 'Unclaimed Goods' and the plaintiff will deal with them as set out at Order 20 below.
5. The plaintiff is justified, and is otherwise acting reasonably, in asserting an entitlement to an indemnity secured by an equitable lien against the Subsequently Identified SDB Goods, for the payment of his Costs in relation to the Identified SDB Goods calculated as the Base Levy plus any additional amount incurred for work properly done and expenses properly incurred that benefit that Subsequently

Identified SDB Holder, but any amount in excess of the Base Levy is to be set by further order of this Court.

6. Further and alternatively, that the plaintiff is justified, and is otherwise acting reasonably, in treating his Costs in relation to the Subsequently Identified SDB Goods as a cost of the winding up of the Company.

Allocated storage

7. The plaintiff is justified, and is otherwise acting reasonably in undertaking the following course of action in relation to goods located in the vaults on the Premises that the plaintiff has satisfied himself are not goods contained in the safety deposit boxes (**Unidentified Goods**):
- (a) if any time until 30 September 2019 or such other date as extended by further order of this Court, a person responds to any circulars, including future circulars, or contacts the plaintiff or his staff and is able to produce photographic identification and documentation that enables the plaintiff, to his reasonable satisfaction, to match any Unidentified Good to that person, then the plaintiff will treat those goods (**Identified AS Goods**) as the property of that person (**Identified AS Goods Owner**) and will release the Subsequently Identified AS Goods to the Subsequently Identified AS Goods Owner or their authorised representative by the method outlined in these directions;
 - (b) if, after 30 September 2019 or such other date as extended by further order of this Court, any Unidentified Goods remain unclaimed by a customer, then the plaintiff will:
 - (i) if the Unidentified Goods are:
 - (A) a safe that is not the property of the Company, engage a locksmith to gain access to the contents of the safe; or
 - (B) wrapped, taped or otherwise secured in a way that conceals, binds or protects the goods, take steps to access the goods,which will be done with two of the plaintiff's staff present and recorded on video camera;
 - (ii) have his staff catalogue the Unidentified Goods;
 - (iii) store the contents of the Unidentified Goods in at a secure premise to the plaintiff's reasonable satisfaction but not necessarily the Premises;
 - (iv) if anything affixed to or located with the Unidentified Goods disclose any information that might enable the plaintiff to identify the owner, then the plaintiff will attempt to contact that person or make enquiries;
 - (v) if the owner can be identified to the plaintiff's reasonable satisfaction following contact or inquiries made by me under 4(c)(iv) above, then the plaintiff will treat the goods as Identified AS Goods; and

- (vi) if by the Deadline the owner cannot be identified or, if any contact or inquiries made by the plaintiff under 4(c)(iv) above do not result in any person claiming ownership of the goods, then the goods will be 'Unclaimed Goods' and the plaintiff will deal with them as set out at Order 20 below.
- 8. The plaintiff is justified, and is otherwise acting reasonably, in asserting an entitlement to an indemnity secured by an equitable lien against the Identified AS Goods, for the payment of his Costs in relation to the Identified AS Goods as the Base Levy plus any additional amount incurred for work properly done and expenses properly incurred that benefit that Identified AS Goods Owner, but any amount in excess of the Base Levy is to be set by further order of this Court.
- 9. Further and alternatively, the plaintiff is justified, and is otherwise acting reasonably, in treating his Costs in relation to the Identified AS Goods as a cost of the winding up of the Company.

Sales orders

Completed Orders

- 10. The goods the subject of sale orders which are complete save that they have not yet been dispatched to, or collected by, the customer (**Completed Orders Goods**) that have been paid for in full are:
 - (a) the property of the relevant customer (**Order Owner**); and
 - (b) able to be collected by the Order Owners or their authorised representative by the method outlined in these directions.
- 11. The plaintiff is justified, and is otherwise acting reasonably, in asserting an entitlement to an indemnity secured by an equitable lien against the Completed Orders Goods, for the payment of his Costs in relation to the Completed Orders Goods, for work properly done and expenses properly incurred that benefit that Order Owner, but any amount in excess of the Base Levy is to be set by further order of this Court.
- 12. Further and alternatively, the plaintiff is justified, and is otherwise acting reasonably, in treating his Costs in relation to the Completed Orders Goods as a cost of the winding up of the Company.

Partial Orders

- 13. The goods the subject of sales orders which are partially complete (**Partial Orders**) in that:
 - (a) multiple goods have been ordered in the same sale order; and
 - (b) some, but not all, goods the subject of the sale order have been picked and placed in the order box,

referred to as **Picked Goods**, are:
 - (c) the property of the relevant customer (**PO Owners**); and

- (d) subject to payment in full of the Partial Orders by the PO Owners, able to be collected by the PO Owners or their authorised representative by the method outlined in these directions.
14. The plaintiff is justified, and is otherwise acting reasonably in undertaking the following course of action in relation to the goods the subject of a partially complete sales order (**Partial Order**) which have been picked and placed in the order box (**Picked Goods**):
- (a) issue correspondence to those customers (**PO Owners**) by email where an email address is specified in the order or, if no email address is specified, by ordinary pre-paid post, confirming that they may contact the plaintiff's staff to arrange collection of the Picked Goods and that collection must occur on or before the Deadline;
 - (b) subject to payment by the PO Owners of that amount of the Partial Orders referable to the Picked Goods, release the Picked Goods to the PO Owners or their authorised representative by the method outlined in these directions;
 - (c) if any Picked Goods remain uncollected as at the Deadline, the plaintiff will deal with them as set out at Order 20 below.
15. The plaintiff is justified, and is otherwise acting reasonably, in asserting an entitlement to an indemnity secured by an equitable lien against the Picked Goods, for the payment of his Costs in relation to the Picked Goods, for work properly done and expenses properly incurred that benefit that PO Owner, but any amount in excess of the Base Levy is to be set by further order of this Court.
16. Further and alternatively, the plaintiff is justified, and is otherwise acting reasonably, in treating his Costs in relation to the Picked Goods as a cost of the winding up of the Company.

Collection

17. For the purposes of Orders 18 to 21 the following definitions apply:

- (a) **Identified Goods** means:
 - (i) the Identified SDB Goods;
 - (ii) any Subsequently Identified SDB Goods;
 - (iii) the Identified AS Goods;
 - (iv) the Complete Orders Goods; and
 - (v) the Picked Goods,and any or each of them as the context requires.
- (b) **Owner** means:
 - (i) the Identified SDB Holders;
 - (ii) any Subsequently Identified SDB Holders;

- (iii) the Identified AS Goods Owners;
- (iv) the Order Owners; and
- (v) the PO Owners.

and any or each of them as the context requires.

- (c) **Collection Levy** means, in relation to each of the Identified Goods, the amount (if any) that the plaintiff is justified in levying on the Owners in respect of his Costs of dealing with the Identified Goods, as set by these orders or any future order of this Court.

18. The Identified Goods shall be collected from the Premises at a time and date authorised by the plaintiff, by:

- (a) the Owner, who shows appropriate identification to the plaintiff's staff; or
- (b) the authorised representative of the Owner, who shows appropriate identification and written proof of authority (to the plaintiff's reasonable satisfaction) to the plaintiff's staff,

(the **Collecting Person**).

19. The plaintiff is justified in requesting at the time of delivery of, and prior to releasing, any Identified Goods under paragraph 18 of these directions that the Collecting Person is to provide:

- (a) a release in the form set out at Annexure "A" to these Orders duly signed by the Owner;
- (b) if applicable, payment of any outstanding rent or storage fees relating to the Identified Goods; and
- (c) if applicable, payment to the plaintiff of the relevant Collection Levy.

20. The plaintiff is justified in treating any goods of third parties in his possession that remain unclaimed as at the Deadline (**Unclaimed Goods**) as the property of the Company provided that the plaintiff has:

- (a) no later than 14 days prior to the Deadline, caused an advertisement to be published in each of The Australian (print), The West Australian (print), on the Liquidation Website and the Website advising of the intended sale of the Unclaimed Goods (without having to itemise each of the Unclaimed Goods) and have received no relevant response from any person claiming an interest in those Unclaimed Goods by the Deadline;
- (b) in relation to those Unclaimed Goods that are Identified Goods, no later than 14 days prior to the Deadline, written to the relevant owner(s) by letter by registered post (at the address recorded in the Company's records or, if none is recorded, the registered office of the owner (if the owner is a body corporate) or the address recorded with the Australian Electoral Commission (if the owner is a natural person)) and have received no relevant response by the Deadline; and

- (c) no later than 14 days prior to the Deadline, provided the WA Police with a list or catalogue of the Unclaimed Goods and the WA Police have not, by the Deadline, identified those Unclaimed Goods as having been reported as lost or stolen.
21. The plaintiff's costs of undertaking the processes authorised by these Orders that are not recouped by receipt of the Collection Levy, be paid out of the assets of the Company as an expense of the winding up.
22. The plaintiff's cost of this proceeding be paid out of the assets of the Company as an expense of the winding up.
23. There be liberty to apply, including by any person affected by these Orders on 48 hours' notice.



BY THE COURT

W. Sanderson
MASTER SANDERSON

