

David Michael Barker
and Angela Barker
21 Broome Street,
Katanning, WA 6317

25th January 2023

Mr Mike Warren
The Manager
Housing Loan NAB Lending
National Australia Bank Limited
17 Andrew Street
Esperance, WA 6450
ABN 12 004 044 937

Notice of Default

NOTICE TO AGENT IS NOTICE TO PRINCIPLE
NOTICE TO PRINCIPLE IS NOTICE TO AGENT

Re: Loan Account number 724 212170394

Dear Mr Mike Warren,

KNOW ALL MEN BY THESE PRESENTS:

THAT we, David Michael Barker and Angela Barker of 21 Broome Street, Katanning WA 6317, wrote to National Australia Bank Limited on 9 December 2022 and noted that we required National Australia Bank Limited to provide the following documentation, within 14 days, in respect of our mutual agreement/contract relating to loan account number 724 212170394.

As parties to the contract/agreement with National Australia Bank Limited, it had come to our attention that the complete details of the contract/agreement may, in fact, not have been fully disclosed.

Accordingly, we required National Australia Bank Limited to provide the following further and better particulars of our contract/agreement:

1. Are we indebted to National Australia Bank Limited right now?
(Please answer yes or no).
2. Can you please provide to us the account number, date and a copy of the accounting entry that shows the account that the money purportedly “loaned” to us on or around 31st January 2020 came from, proving that National Australia Bank Limited did, indeed, lend us funds of substance and did not, alternatively, simply “create” the loan by way of bookkeeping/accounting entry? In other words, can you please confirm that National Australia Bank Limited actually possessed the money they claim to have lent us, prior to our loan being granted and that National Australia Bank Limited physically had the money they lent us, prior to the money appearing in our account?
3. Would National Australia Bank Limited be prepared to amend the credit agreement as follows: “We, National Australia Bank Limited, did in fact possess the money we loaned David Michael Barker and Angela Barker, prior to the loan being approved.”
4. Was the loan funded by assets belonging to National Australia Bank Limited at the time the loan was granted? Either way, please describe in detail the accounting process used to create our loan.
5. Did National Australia Bank Limited record our promissory note / negotiable instrument as an asset on its books? If yes, how was our instrument used to create our loan, and where is our valuable promissory note / negotiable instrument now?
6. Regarding the security given to National Australia Bank Limited by us, has this security been sold or given as security / surety to another party?
7. Does National Australia Bank Limited participate in a securitization scheme whereby debts / promissory notes are bundled and then sold-on to a third party/parties via special purpose vehicles, entities or alike processes?
8. With reference to point 6, has our loan securitized? If so, can you please provide us with a certified copy of any Principal/Agent agreement (or similarly worded document) between National Australia Bank Limited and any third party that may have any interest in the afore-mentioned loan account/contract/agreement?
9. Does National Australia Bank Limited have a legal right to collect money it claims we owe it? If so, then where does this legal right come from, assuming the loan has been securitized?

10. Has our loan with National Australia Bank Limited been settled by a special purpose vehicle, insurance policy, or by any other party?
11. Angela and I received from National Australia Bank Limited the following two documents: Credit Contract General Terms for Home Loans and Lines of Credit and Your Letter of Offer, which combined form the terms and conditions of the contract and the pre-contractual statement. Within the Credit Contract General Terms at item 2. How can I get a copy of the final contract?, it states: "you must be given a copy to keep" and "Also, the credit provider must give you a copy of the final contract within 14 days after it is made." At no stage have either Angela or I received a copy of the Final Contract either via NAB Internet Banking, email or post. The list of 9 documents provided to Angela and I by National Australia Bank Limited are as follows: A Guide to Fees and Charges, Application Consent Form, Approval Letter, Credit Contract General Terms, Credit Guide, Home Loan Questions, Mortgage Memorandum of Common Provisions, Privacy Notification and Your Letter of Offer. If National Australia Bank Limited, Angela and I have entered into contract, can you please provide a copy of the Final Contract signed by all three involved parties.
12. Can you please confirm whether National Australia Bank Limited is prepared to return to us, within 14 days, the Certificate of Title Volume 1475 Folio 985 to the property situated at 21 Broome Street, Katanning WA 6317?
13. If the answer is no to 12. above, can you please confirm whether the Certificate of Title to the property located at 21 Broome Street, Katanning is being held by National Australia Bank Limited on a bailee/bailor relationship or on a depositor/borrower relationship?
14. Can you please direct us to the specific section(s)/paragraph(s) of our contract/agreement that explain how our Certificate of Title to our property is being handled by National Australia Bank Limited?

We hereby formally notify all men, in writing, that National Australia Bank Limited are now In Default of their legal obligations to provide us with the further and better particulars sought, and respond to the questions asked, in respect of the above-mentioned account, as per our correspondence of 9 December 2022.

If National Australia Bank Limited claimed a debt against us, they were required to verify/validate that alleged debt by providing us with a copy of the above mentioned documents and answering the questions noted above. They were to provide a notice signed under full commercial liability and subject to the penalties of perjury, certifying that all of the replies and details given to the above requirements are true and without deception, fraud or mischief.

A further extension of 14 days was provided to National Australia Bank Limited on 28th December 2022 in order for them to provide verification/validation of their claim against us, by providing the aforementioned documents, and responding, in writing, to the questions asked.

National Australia Bank Limited NAB Resolve Team letter (Complaint Reference No: COM-531571) dated 29th December 2022, requested an extension of 30 days. We afforded National Australia Bank Limited a 30 day extension from the 29th December 2022.

National Australia Bank Limited NAB Resolve Team sent an email to David Barker dated 24th January 2023 with an attached document PP_Baker_Mortgage Document.pdf.

As regards Question 1. Yes or No Answer was not provided by National Australia Bank Limited. Neither the email dated 24th January 2023 titled "About your complaint (COM-531571) outcome" or the attached PP_Baker_Mortgage Document.pdf provides a yes or no answer.

National Australia Bank Limited did not answer the questions or provide documents in response to questions 2-10. The email titled "About your complaint (COM-531571) outcome" stated the following - *Furthermore we understand you had questioned the manner in which we fund lending, under the banking code of practise, NAB are not required to provide internal processing document on funding. - As such NAB are not in a position to waive the current debt.*

In regard to the Banking Code of Practice, the following facts are here presented.

The COMMONWEALTH OF AUSTRALIA is a Corporation registered in Washington DC as noted by the Australian Government, The Treasury.

On 30th June 2017 the Australian Government - The Treasury issued a document released under a Freedom of Information request seeking access to all documents that confirm the following:

Registration with the US Securities and Exchange Commission of the Australian Government (Commonwealth of Australia) as a privately owned American company, file number:333-163307
CIK:0000805157.



Documents relating to registration with the SEC of the Australian Government as a privately owned American company

Date: 30 June 2017

Downloads

[Document 1](#) - PDF 2.8 MB

Attached are documents released under a Freedom of Information request seeking access to all documents that confirm the following: registration with the SEC of the Australian Government(Commonwealth of Australia) as a privately owned American company, file number:333-163307 CIK:0000805157.

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Source - <https://archive.vn/dPvnj>

Saved 30 June 2017 from <https://treasury.gov.au/foi/documents-relating-to-registration-with-the-sec>

As filed with the Securities and Exchange Commission on 29 June 2009

Registration Statement No. 333-157373

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 2
TO
REGISTRATION STATEMENT
UNDER
SCHEDULE B OF
THE SECURITIES ACT OF 1933

Commonwealth of Australia
(Name of Registrant)

MR. DAVID PEARL
Minister - Counsellor (Economic)
Australian Embassy
1601 Massachusetts Avenue, N.W.
Washington, D.C. 20036

*(Name and address of Authorised Agent of the Registrant in the United States
to receive notices and communications from the Securities and Exchange Commission)*

It is requested that copies of notices and communications from the Securities and Exchange Commission be sent to:

ADRIAN J.S. DEITZ, ESQ.
Skadden, Arps, Slate, Meagher & Flom
Level 13
131 Macquarie Street
Sydney, NSW 2000
Australia

Approximate date of commencement of proposed sale to the public:
From time to time after this Registration Statement becomes effective.

The Guarantee of ADI Debt Securities⁽¹⁾ covered by this Registration Statement is to be offered on a delayed or continuous basis pursuant to Release Nos. 33-6240 and 33-6424 under the Securities Act of 1933.

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- (1) This Registration Statement covers the Guarantee of the Commonwealth of Australia issued under the Australian Government Guarantee Scheme for Large Deposits and Wholesale Funding (the "Guarantee Scheme") of eligible senior unsecured debt securities ("ADI Debt Securities") of eligible Australian authorised deposit-taking institutions ("ADIs"). Such ADI Debt Securities will be registered on a registration statement of the relevant ADI. No separate consideration is being paid for the Guarantee. The Guarantee is not severable from the ADI Debt Securities to which it applies.
-

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The COMMONWEALTH OF AUSTRALIA is a private company as listed under Dun & Bradstreet.



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COMMONWEALTH OF AUSTRALIA

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Overview

Company Description:

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Industry: General government, nec

Address: 1 Canberra Ave Forrest, AUSTRALIAN CAPITAL TERRITORY, 2603 Australia

Source - https://www.dnb.com/business-directory/company-profiles.commonwealth_of_australia.25492cd4fc32d4dcb1f9f1514ff8dbca.html

The COMMONWEALTH OF AUSTRALIA is registered with the US Securities and Exchange Commission.

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| | | |
|--|--|------------------------|
| COMMONWEALTH OF AUSTRALIA CIK#: 0000805157 (see all company filings) | Business Address | Mailing Address |
| SIC: 8880 - UNKNOWN SIC - 8880 | 1601 MASSACHUSETTS AVE NW | |
| State location: DC Fiscal Year End: 0630 (Office of International Corp Fin) | C/O AUSTRALIAN EMBASSY WASHINGTON DC 20036 | |

Source - <https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&filenum=333-163307&owner=include&count=40>

Prior to 1900, there were no States, they were known as Colonies and were all independent under British military law. Those independent Colonies had agreements for trade, etc under the Federal Councils of Australasia Act 1855. As free settlers began to grow in number, the People decided to unite under one form of government. Years of conventions and referendums were held and in 1898–1900 culminated in the Draft Constitution of the People which went to England for ratification. On July 9, 1900, Queen Victoria signed the amended draft Constitution and returned it to Australia. It was approved by the people and The Commonwealth of Australia Constitution Act 1900 (UK) was brought into Australian law on 1st January 1901 to become the Founding and Primary law for all now named States and Governments, Courts, Police and People, over and above anything in previous State or Colony laws.

An Act to constitute the Commonwealth of Australia.

[9th July 1900] A.D. 1900

WHEREAS the people of New South Wales, Victoria, South Australia, Queensland, and Tasmania, humbly relying on the blessing of Almighty God, have agreed to unite in one indissoluble Federal Commonwealth under the Crown of the United Kingdom of Great Britain and Ireland, and under the Constitution hereby established:

Chapter VIII, Section 128 Alteration of the Constitution, of the Commonwealth of Australia Constitution Act 1900 states that the Constitution can only be changed by referendum. Registering the COMMONWEALTH OF AUSTRALIA as a foreign corporation was done without a "Referendum of The People of the actual "Commonwealth of Australia" without Authority or Consent and without Assent from Queen Elizabeth the Second, The Queen of the United Kingdom and Northern Ireland, Empress of India, Defender of the Faith and who was our Monarch and our Lawful Head of State at that time!

Referendum 6th November 1999

Question 1. To alter the Constitution to establish the Commonwealth of Australia as a republic with the Queen and Governor-General being replaced by a President appointed by a two-thirds majority of the members of the Commonwealth Parliament.

Question 2. To alter the Constitution to insert a preamble.

Results

Q1. The referendum was **NOT carried**.

No States recorded a YES vote. Nationally 45.13% of electors voted YES.

Q2. The referendum was **NOT carried**.

No States recorded a YES vote. Nationally 39.34% of electors voted YES.

A Federal Referendum of the people is an explicitly binding Act on all Australian Parliaments, Governments (COAG). When all Australian Parliaments, Governments (COAG) don't listen to Referendums they enact TREASON upon themselves. Under the Australian Republic there is no Common Law of England which includes King James Bible, Magna Carta, Bill of Rights, Habeas Corpus etc, No Separation of Powers, all to the benefit of the Political Parties. = WILFUL TREASON. The Contrary intention of the Political Parties Definitions establishing their Republic in 1973 by changing the Constitutional and official definitions hasn't changed.

The Parliament has no powers except for those given by us, the people of the Commonwealth of Australia. Parliament cannot add new laws nor give any powers to States or any private company without a Referendum and then it must be Proclaimed and gazetted showing the dates of such.

Therefore, all Laws, Legislations, Acts and Rules enacted by the treasonous parliament are UNCONSTITUTIONAL AND UNLAWFUL (unlawful means without Law) and therefore without power as the corrupt corporate government have passed all these laws, legislation, acts, and rules under The Australia Act 1986 with the Queen of Australia as a fictitious identity.

The Banking Code of Practice dated October 5th 2021 was created by the trading or financial corporation formed within the limits of the Commonwealth known as the AUSTRALIAN BANKING ASSOCIATION LIMITED ABN: 60 117 262 978. The AUSTRALIAN BANKING ASSOCIATION LIMITED was created by the foreign corporation known as the COMMONWEALTH OF AUSTRALIA.

Commonwealth of Australia Constitution Act 1900

PART V.—POWERS OF THE PARLIAMENT.

51. The Parliament shall, subject to this Constitution, have power to make laws for the peace, order, and good government of the Commonwealth with respect to:—

(xx) Foreign corporations, and trading or financial corporations formed within the limits of the Commonwealth:

The body corporate known as the AUSTRALIAN BANKING ASSOCIATION LIMITED does not have the authority to make laws, as the entity was created by a foreign United States registered corporation thus making the Banking Code of Practice invalid and void. ANY LAW that is inconsistent with the Federal Commonwealth of Australia Constitution Act 1900 is a nullity and entitled to no obedience.

Therefore, the AUSTRALIAN BANKING ASSOCIATION LIMITED as the creation of the COMMONWEALTH OF AUSTRALIA as a corporation registered in Washington DC is subject to the Uniform Commercial Code (UCC).

The Uniform Commercial Code (UCC) is a comprehensive set of laws governing all commercial transactions in the United States. It is not a federal law, but a uniformly adopted state law. Uniformity of law is essential in this area for the interstate transaction of business. Because the UCC has been universally adopted, businesses can enter into contracts with confidence that the terms will be enforced in the same way by the courts of every American jurisdiction. The resulting certainty of business relationships allows businesses to grow and the American economy to thrive. For this reason, the UCC has been called “the backbone of American commerce.”

Source - <https://www.uniformlaws.org/acts/ucc>

The The Uniform Commercial Code (UCC) requires full disclosure in contract law.

15 U.S. Code § 2306 - Service contracts; rules for full, clear and conspicuous disclosure of terms and conditions; addition to or in lieu of written warranty

(a) The Commission may prescribe by rule the manner and form in which the terms and conditions of service contracts shall be fully, clearly, and conspicuously disclosed.

(b) Nothing in this chapter shall be construed to prevent a supplier or warrantor from entering into a service contract with the consumer in addition to or in lieu of a written warranty if such contract fully, clearly, and conspicuously discloses its terms and conditions in simple and readily understood language.

§ 1001.1101 Failure to disclose certain information.

(a) Circumstance for exclusion. The OIG may exclude any entity that did not fully and accurately, or completely, make disclosures as required by section 1124, 1124A or 1126 of the Act, and by part 455, subpart B and part 420, subpart C of this title.

(b) Length of exclusion. The following factors will be considered in determining the length of an exclusion under this section -

- (1) The number of instances where full and accurate, or complete, disclosure was not made;
- (2) The significance of the undisclosed information;
- (3) Whether the individual or entity has a documented history of criminal, civil or administrative wrongdoing (The lack of any prior record is to be considered neutral);
- (4) Any other facts that bear on the nature or seriousness of the conduct; and
- (5) The extent to which the entity knew that the disclosures made were not full or accurate.

There are some fundamentals to be given consideration before an agreement or a contract is valid and enforceable.

Full disclosure by the parties. If there is no full disclosure by the parties then the agreement is void from the outset. There would not be any material physical evidence to any missing disclosure but the absence of this material physical evidence is the evidence of the fraud.

Agreed Consideration by both parties. There must be a consideration by both parties! There must be material evidence of this consideration. Where Banks are concerned then this would be the record as to the source of the funds lent to the Borrower. If the Bank has not provided this material evidence of the source of the funds then the bank have not given any consideration and cannot suffer any loss.

Bank Fails to Disclose to (Account Holder) that the (Account Holder) Created an Asset (Financial Instrument) deposited with the Bank by the (Account Holder). Financial Instrument remains property of (Account Holder) since the (Account Holder) created Financial Instrument with the signature.

Bank Fails to Disclose the Bank's Liability to the (Account Holder) for the Value of the Asset of the commercial instrument.

Bank Fails to Give (Account Holder) a Receipt for Deposit of the (Account Holders) Asset or commercial instrument. New Credit is

created on the Bank Books credited against the (Account Holder) Financial Instrument

Bank Fails to Disclose to the (Account Holder) that the (Account Holder) Signature Created New credit that is claimed by the Bank as a Loan to the Borrower, Loan Amount Credited to an Account for Borrower's Use as a credit.

Bank Deceives Borrower by Calling Credit a "Loan" when it is a Deposited Asset created by the (Account Holder).

Bank Deceives Public at large by calling this process Mortgage Lending, Loan and similar.

Bank Deceives Borrower by Charging Interest and Fees when there is no consideration provided to the (Account Holder) by the Bank. Bank Provides None of own Money or commercial instruments so the Bank has No Consideration in the transaction and so no True Contract exists.

Bank Deceives (Account Holder) that the (Account Holder's) self-created Credit is a "Loan" from the Bank, thus there is No Full Disclosure so no True Contract exists. (Account Holder) is the True Creditor in the Transaction. (Account Holder) Created the new credit as a commercial instrument.

Bank provided no value or consideration.

Bank Deceives (Account Holder) that (Account Holder) is Debtor not Creditor.

Bank Hides its Liability by off balance-sheet accounting and only shows its Debtor ledger in order to Deceive the Borrower and the Court. The Bank is licensed by the corporate government to commit actions that would otherwise be illegal (Banking Fraud). The court is a sub office of the same company. The Court has an obligation to support actions licensed by the corporate government. There is a clear conflict of interests here.

Bank Demands (Account Holder) payments without Just Cause, which is Deception, Theft and Fraud.

Bank Sells (Account Holder) Financial Instrument to a third party for profit. Sale of the Financial Instrument confirms it has intrinsic value as

an Asset yet that value is not credited to the (Account Holder) as Creator and Depositor of the Instrument.

Bank Hides truth from the (Account Holder), not admitting Theft, nor sharing proceeds of the sale of the (Account Holder's) Financial Instrument with the (Account Holder) and creator of the financial instrument. The (Account Holder's) Financial Instrument is converted into a Security through a Trust or similar arrangement in order to defeat restrictions on transactions of Loan Contracts. The Security including the Loan Contract is sold to investors, despite the fact that such Securitization is Illegal. Bank is not the Holder in Due Course of the Loan Contract. Only the Holder in Due Course can claim on the Loan Contract.

Bank Deceives the (Account Holder) that the Bank is Holder in Due Course of the Loan Contract.

Bank makes Fraudulent Charges to (Account Holder) for Loan payments which the Bank has no lawful right to since it is not the Holder in Due Course of the Loan Contract. Bank advanced none of own money to (Account Holder) but only monetized (Account Holder) signature.

Bank Interest is Usurious based on there being No Money Provided to the (Account Holder) by the Bank so that any interest charged at all would be Usurious.

Thus BANK "LOAN" TRANSACTIONS ARE UNCONSCIONABLE!

Bank Has No True Need for a Mortgage over the Borrower's Property, since the Bank has No Consideration, No Risk and No Need for Security.

Bank Exploits (Account Holder) by demanding a Redundant and Unjust Mortgage.

Bank Deceives (Account Holder) that the Mortgage is needed as Security. Mortgage Contract is a second Financial Instrument Created by the (Account Holder). Deposit of the Mortgage Contract is not credited to the (Account Holder). Bank sells the (Account Holder) Mortgage Contract for profit without disclosure or share of proceeds to (Account Holder). Sale of the Mortgage Contract confirms it has intrinsic value as

an Asset yet that value is not credited to the (Account Holder) as Creator and Depositor of the Mortgage Contract.

Bank Deceives (Account Holder) that Bank is the Holder in Due Course of the Mortgage.

Bank Extorts Unjust Payments from the (Account Holder) under Duress with threat of Foreclosure.

Bank Steals (Account Holder) Wealth by intimidating (Account Holder) to make Unjust and fraudulent Loan Payments.

Facts are facts because they are the facts. Facts have material substance. The material evidence of the facts is something of material substance.

These are the FACTS. This is the documented evidence of the facts. It is the very lack of the material evidence to the contrary to these documented facts, which is the very evidence itself. Where there can be no physical evidence presented as material evidence that the opposite is true, is by default the fact. And Fraud.

These are the Facts and the documented Facts on and for the record. These facts stand as facts until National Australia Bank Limited presents the material evidence which stands as fact to the contrary to these stated, documented on and for the record facts.

National Australia Bank Limited did provide documentary evidence requested in Question 11.

National Australia Bank Limited did not answer or provide documentation in response to Questions 12, 13 and 14.

National Australia Bank Limited's failure/refusal to validate/verify any debt owing by David Michael Barker and Angela Barker to National Australia Bank Limited within the time frame afforded them constitutes their acceptance of and agreement to the following terms, which now forms the basis of our private settlement agreement:

1. That the alleged debt did not exist in the first place; OR
2. That the alleged debt has already been paid in full; AND
3. That you will not place any adverse listing with any credit reporting agency or, if any such adverse listing has been made, you shall cause it to be removed;
4. You will no longer pursue this matter any further;
5. The matter is now formally settled, finalised and closed.

As National Australia Bank Limited, being fully aware of the terms and conditions of our request of further and better particulars, failed to provide any documentary evidence in support of their claim against us or, indeed, to confirm that they actually claim a debt against us, they have defaulted in respect of their claim and have agreed to, and are now bound by, those terms and conditions. National Australia Bank Limited's silence is deemed to be their acquiescence to the above.

Wherefore we now, in the presence of a Justice of the Peace, constituting a Court of Summary Jurisdiction, pursuant to Section 2B of the Acts Interpretation Act, now declare this matter to be settled, finalised and closed in accordance with the terms of the private settlement agreement between the parties.

David Michael Barker

Dated this 25th day of JANUARY 2023.

Signed *David Barker*

Angela Barker

Dated this 25th day of JANUARY 2023.

Signed *Angela Barker*

Declared at *KATANNING* in the State of Western Australia

Before me *[Signature]* 25/1/2023

Danny McGrath JP
Justice of the Peace
Western Australian Reg. No: 29987

A Justice of the Peace exercising Summary Jurisdiction.

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