

**WESTERN AUSTRALIA**

**Civil Judgments Enforcement Act 2004,  
Part 4 Division 6 Subdivision 2  
FORM 27 – NOTICE OF RETURN OF  
ORDER OR WARRANT**

Magistrates Court of Western Australia

**LOCATION:** Perth

**Court Ref No:**  
MC/CIV/PER/GCLM/6481/2022

<b>Judgment Creditor</b>	Shire Of Boyup Brook
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<b>Judgment Debtor</b>	Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK
------------------------	--

Tick [✓] appropriate box and add information where necessary.

<b>TYPE OF ENFORCEMENT ORDER OR WARRANT</b>	<input checked="" type="checkbox"/> Property (Seizure and Sale) Order <input type="checkbox"/> Property (Seizure and delivery) <input type="checkbox"/> Warrant to Arrest
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My report in regard to the above enforcement order or warrant is:

The judgment debtor could not be located at the address given on the order/warrant.

The judgment debtor's current whereabouts are not known to this office.

The judgment debtor's present address is believed to be .....

The judgment debtor is believed to be working at .....

No seizable property has been located having regard to regulation 35 of the Civil Judgments Enforcement Regulations 2005 and after considering the cost of removal of property, storage, advertising, auctioneers fees etc,

An auction of the judgment debtor's property has been held and the proceeds applied to the order leaving the order partly satisfied. (An amount payable to the judgment creditor \$.....)

Property of value and capable of seizure may be located at .....

I have no knowledge of the location of seizable property elsewhere.

The address given on the warrant is the Registered Office of the judgment debtor company only. Redirection to the judgment debtor company's business premises is suggested. The trading address is known/not known to this office.....

The judgment debtor is insolvent. Please refer to .....

Seizure of real property interests or alternative action is suggested.

The order/warrant has been retained by me pending further instruction from you.

The order/warrant has been returned to the issuing court registry.

Order satisfied in full/property seized and delivered to the applicant.


Judgment debtor arrested and conveyed to (State Prison where debtor imprisoned)

**COMMENT**

THIS ORDER HAS BEEN SATISFIED IN FULL - RETURNED TO COURT

28 DEC 2023

Assistant Bailiff at Perth

Date 06/12/2023 

<b>To:</b>	Judgement Creditor Lawyer Palisade Corporate Level 24, 44 St Georges Tce PERTH, WA 6000	<b>The Registrar</b>
		<b>Perth</b>

**WESTERN AUSTRALIA**  
**Civil Judgments Enforcement Act 2004**  
**Part 4 Division 6 Subdivision 2**  
**NOTICE OF RETURN OF ORDER OR WARRANT**  
**FORM 27**

Court

Location: Perth

Court ref: MC/CIV/PER/GCLM/6481/2022

**Judgment creditor**

Name: Shire Of Boyup Brook

**Judgment debtor:**

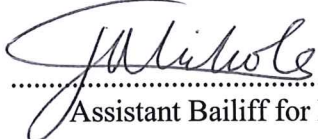
Name: Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK

**TYPE OF  
ENFORCEMENT  
ORDER OR  
WARRANT**

Form 25 - Property Seizure and Sale Order

I have to report as follows in regard to the above enforcement order or warrant:

- The judgment debtor could not be located at the address given on the order/warrant.
- The judgment debtor's current whereabouts are not known to this office.
- The judgment debtor's present address is believed to be:
- The judgment debtor is believed to be working at:
- No seizable property has been located having regard to Regulation 35 of the Civil Judgments Enforcement Regulations 2005 and after considering the cost of removal of property, storage, advertising, auctioneer's fees, etc.
- An auction of the judgment debtor's property has been held and the proceeds applied to the order, leaving the order partly satisfied. (Amount payable to the judgment creditor \$ \_\_\_\_\_ )
- Property of value and capable of seizure may be located at:
- I have no knowledge of the location of seizable property elsewhere.
- The address given on the warrant is the registered office of the judgment debtor company only. Redirection to the judgment debtor company's business premises is suggested. The trading address is known/not known to this office
- The judgment debtor is bankrupt. Please refer to:
- Seizure of real property interests or alternative action is suggested.
- The order/warrant has been retained by me pending further instruction from you.
- The order/warrant has been returned to the issuing court registry.
- Order satisfied in full/property seized and delivered to the applicant.
- Judgment debtor arrested and conveyed to:
- Judgment debtor arrested at:
- The judgment debtor's contact details may be:
- Further information may be available from:



Assistant Bailiff for Boyup Brook

Date: 06/12/2023

Registrar  
MAGISTRATES Court Perth  
Perth Registry  
GPO BOX C127  
PERTH WA 6839

**WESTERN AUSTRALIA**

**Civil Judgments Enforcement Act  
2004, Part 4 Division 6 Subdivision 2**

**FORM 31 – NOTICE OF RELEASE OF  
PERSONAL PROPERTY FROM SEIZURE**

Magistrates Court of Western Australia

**LOCATION:** Perth

**Court Ref No:** MC/CIV/PER/GCLM/6481/2022

<b>Judgment Creditor</b>	Shire Of Boyup Brook
<b>Lawyer</b>	Palisade Corporate
<b>File Ref No</b>	BREF - 274203   Claimant Ref - A5900
<b>Contact/Address Details</b>	Level 24, 44 St Georges Tce, PERTH, WA 6000   (08) 6211 5000

<b>Judgment Debtor Or Third Person</b>	Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK
--	--

Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK  
21 & 23 Gibbs St  
DINNINUP, WA 6244



The personal property described below, seized under the property (seizure and sale) order in this matter are now released from seizure:

**Tick [✓] appropriate box**



All property included on the notice(s) of seizure dated 09/03/2023

1x Ford LTO 1BLL778 | 1x Mitsubishi Triton 1CGC189 | 1x Ford Truck 1CNB445



The following items of property included on the notice(s) of seizure dated

Take notice that your undertaking remains in force for those items of property not released from seizure.

Date: 06/12/2023

Assistant Bailiff At Perth

**WESTERN AUSTRALIA****Civil Judgments Enforcement Act 2004,  
Part 4 Division 6****FORM 25 - PROPERTY (SEIZURE and  
SALE) ORDER****Magistrates Court****Location: Perth****Court Ref No: PER/GCLM/6481/2022**

Judgment Creditor	Name: SHIRE OF BOYUP BROOK
Lawyer	Name: Palisade Corporate
File Ref No	A5900
Contact/Address Details	c/- Palisade Corporate, info@palisadecorporate.com.au

Judgment Debtor	Name: Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK
Judgment Debtor's Address	Name: Sarah Jane MIKOLAJCZYK Address: 21 & 23 Gibbs St, DINNINUP, WA 6244 Name: Henry Mathew MIKOLAJCZYK Address: 21-23 Gibbs St, MAYANUP, WA 6244

Seizable Property Address	21 & 23 Gibbs St, DINNINUP, WA 6244
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**Date of Judgment: 20 Dec 2022**

<b>AMOUNT OWED</b>	Judgment Sum	\$7,224.34
	Less Paid / Credit Amount	
	<b>Balance of Judgment Sum</b>	\$7,224.34
	Interest to last payment	
	Previous Enforcement Costs	
<b>ENFORCEMENT COSTS</b>	Court Application Fee	\$206.00
	Sheriff's Fee	\$224.00
	Sheriff's Kilometrage	\$56.00
	Lawyers Costs	\$209.00
	SUB TOTAL Judgment Debt	\$7,919.34
	Sheriff's Enforcement costs	*\$
	Sheriff's Commission	*\$
	<b>Total Judgment Debt</b>	*\$
* To be assessed by Sheriff/Bailiff		

**To the Sheriff of Western Australia and the Bailiff delegate at Boyup Brook.****You are authorised and commanded by this property (seizure and sale) order to seize and sell the saleable interest in property of Sarah Jane Mikolajczyk, Henry Mathew Mikolajczyk to wholly or partially satisfy the judgment debt.**

Interest payable at 6% pa, on \$7,224.34 , being a daily rate of \$1.187 from 20 December 2022 until final payment.

Date: 01 Mar 2023

Court Seal



Received by Sheriff/Bailiff

Date. 02/03/23

At 8:41 am/pm

**PTO**



**WESTERN AUSTRALIA****Civil Judgements Enforcement Act 2004,  
Part 4 Division 6 Subdivision 2****FORM 26 — SEIZURE NOTICE****MAGISTRATES COURT (CIVIL JURISDICTION)****LOCATION:** Perth**Court Ref No:** MC/CIV/PER/GCLM/6481/2022

<b>Creditor:</b>	Shire Of Boyup Brook
<b>Lawyer:</b>	Palisade Corporate
<b>File Ref No:</b>	A5900
<b>Contact/Address Details:</b>	Palisade Corporate, Level 24, 44 St Georges Tce Perth Wa 6000
<b>Debtor or Third Person:</b>	Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK
<b>Judgement Debt:</b>	\$7 919.34 plus execution costs and interest (if applicable) after seizure

To the Debtor

**THE SHERIFF/BAILIFF** is authorised and commanded by the Property (Seizure and Sale) Order to seize and sell so much of your property as is necessary to recover the judgement debt. The Property (Seizure and Sale) Order must be executed in accordance with the *Civil Judgements Enforcement Act 2004*. See over for information relating to the Property (Seizure and Sale) Order.

Unless you pay the judgement debt that includes all interest, commission, and enforcement costs within 7 days from the date of this notice, your interest in the seized property may be sold by public auction. Further execution costs may be avoided by early payment.

Interest on the judgement debt accrues daily (if applicable).

**PLEASE CONTACT 1300 700 397 FOR PAYMENT OPTIONS**

**DESCRIPTION OF PERSONAL PROPERTY SEIZED**

ITEM	* PROPERTY DESCRIPTION	CONDITION	VALUE
1X	FORD LTD MAROON 1BLL-778		
1X	MITSUBISHI TRITON WHITE 1C4C-189		
1X	FORD LIGHT TRUCK 1CMB-445		

\* INCLUDE NAME OF POTENTIAL ENCUMBRANCE HOLDER AND VEHICLE REGISTRATION

**SEIZURE DETAILS**Date: 09/03/23Time: 1127Place: 21,23 GIBBS ST DINNINUP

-----  
*g. Sm*  
 Assistant Bailiff for Boyup Brook

See Over

Date of report: 06/12/2023  
 File Number: 274203  
 Matter Number: MC/CIV/PER/GCLM/6481/2022  
 Opening Principle: \$7,224.34  
 Total Costs: \$3,326.15  
 Total Poundage: \$361.22  
 Total Interest: \$393.08  
 Total Payments: \$11,294.11  
 Current Balance:  
 Interest start date: 20/12/2022  
 Interest Rate: 6.000

Payment Date	Posted Date	Payment type	Payment Amount	Interest Amount	Poundage
16/11/2023	20/11/2023	DIRECT TO CLIENT PAYMENT	\$11,294.11	393.89	\$361.22
		Total	\$11,294.11	393.89	\$361.22

Costs Breakdown

Cost Code	Posted Date	Description	Amount
303	03/11/2023	TRAVEL FEE	\$5.60
318	03/11/2023	Bailliff Attendance fee	\$153.50
314	03/11/2023	Advertising Fees	\$544.55
317	31/10/2023	Valuation Fees	\$500.00
321	12/10/2023	Council Rates Inquiry - EAS	\$225.70
316	12/10/2023	Prep for Sale Fee	\$966.00
301	24/08/2023	Landgate Lodgement Receipt	\$203.00
301	15/08/2023	CCO Fee	\$32.80
301	03/03/2023	Lawyers Costs	\$209.00
303	03/03/2023	TRAVEL FEE	\$56.00
304	03/03/2023	SHERIFFS FEE	\$224.00
301	03/03/2023	Court Application Fee	\$206.00
		Total	\$3,326.15





Name of Subject **SARAH JANE MIKOLAJCZYK, Henry Mathew Mikolajczyk**

AT1 AT2 AT3

Bypass			
Calling card left			
Checked mailbox			
No one home			
<b>Address</b>			
condition poor			
could not locate			
demolished			
for sale			
intercom security			
no access			
vacant			
vacant land/no dwelling			
other			
<b>Neighbour</b>			
spoke with number #			
not home at number #			
<b>Occupant(s)</b>			
described occupant			
present - won't respond			
real estate agent			
<b>Subject</b>			
aggressive/threatening			
deceased			
forwarding address			
hiding, won't respond			
not known to occupant			
possible phone/email obtained			
previous occupant			
previous owner			
in police custody/remanded			
incarcerated - sentenced			
other			
<b>Property (Seizure and Sale) Order</b>			
no goods of value outside			
unable to seize			
<b>Warrant for Arrest</b>			
arrested, case heard			
arrested, bail			
field visit			

**Details of Attempts for Service**

**AT1**

A/Bailiff: JML Date: 09/03/23 Time: 1121

1X WHITE MITSUBISHI TRITON UTB 1C6C-189,  
1X FORD LTD MAROON 1BLL-778, 1X FORD LIGHT TRUCK  
TRUCK 1CNB-445 WHITE. REFUSED TO SIGN.  
PLEASE BE AWARE SUBJECT MAY BE SOVEREIGN CITIZEN  
BE CAREFUL WHEN APPROACHING.

Office Notes:



64812022

**AT2**

A/Bailiff: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_\_

Office Notes:

**AT3**

A/Bailiff: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_\_

Office Notes:

**Circle if Served:**

- Individual    Person 18+ (Residence)    Person in Charge of Business
- Registered Office    Registered Office - Unattended    Individual - Placed
- Individual Guardian    Lawyer - Corporation    Lawyer - Individual
- Handling Partners    Trustee    Other: \_\_\_\_\_

**Printed Date: 03/02/2023**

## Jamaica Nichols

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**From:** WA Rates <warates@4ampac.com.au>  
**Sent:** Monday, 20 November 2023 1:55 PM  
**To:** Re\_Prepforsalewa  
**Subject:** RE: SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor - PER/GCLM/6481/2022 | BREF: 274203 | Our Ref: 230134

**Categories:** Jamaica

Hi

They paid \$11,294.11 on the 16/11.

Please close and return this PSSO

Thank you

Kind Regards,  
Lauren O'Hearn  
Local Government Co-ordinator  
AMPAC Rates Management  
GPO BOX 2535  
St Georges Tce,  
PERTH WA 6831  
Office (08) 6271 3253  
[www.4ampac.com.au](http://www.4ampac.com.au)



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**From:** Re\_Prepforsalewa  
**Sent:** Monday, 20 November 2023 10:27 AM  
**To:** Lauren O'Hearn  
**Subject:** RE: SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor - PER/GCLM/6481/2022 | BREF: 274203 | Our Ref:

## Jamaica Nichols

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**From:** WA Rates <warates@4ampac.com.au>  
**Sent:** Wednesday, 22 November 2023 9:38 AM  
**To:** Re\_Prepforsalewa  
**Subject:** RE: SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor - PER/GCLM/6481/2022 | BREF: 274203 | Our Ref: 230134

**Categories:** Jamaica

Hi Jamaica

Yes please waive

Thank you

Kind Regards,

Lauren O'Hearn

Local Government Co-ordinator

AMPAC Rates Management

GPO BOX 2535

St Georges Tce,

PERTH WA 6831

**Office (08) 6271 3253**

[www.4ampac.com.au](http://www.4ampac.com.au)



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---

**From:** Re\_Prepforsalewa  
**Sent:** Wednesday, 22 November 2023 8:24 AM  
**To:** WA Rates  
**Subject:** RE: SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor - PER/GCLM/6481/2022 | BREF: 274203 | Our Ref: 230134  
**Importance:** High

# Auction Cover Sheet

**Address: Lot 12948 Dinninup East Road, BOYUP BROOK, WA 6244**

**Auction date: Thursday the 16<sup>th</sup> of November 2023 @ 10:00am**

COLLECT: 274203	NAME: Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK
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TICK BOX	AT1	Initials:	Date:	Time:
<b>BYPASSED</b>		JML	16/11/23	1000
<b>No one home</b>		<b>OFFICE INSTRUCTIONS:</b>		
<b>ADDRESS</b>		Complete Auction Report Sheet - LARGE GROUP OF PEOPLE AT		
For sale		ADDRESS TRYING TO DISRUPT THE AUCTION, MOVED TO BB		
Intercom security		POLICE STATION, ONLY ONE BIDDER, CEO BB SHIRE ACCEPTED		
No access		A PAYMENT FROM THE SD, AUCTION PASSED IN		
Vacant				
Vacant land/no dwelling				
<b>OCCUPANTS</b>				
Present, describe				
Present, won't respond				
<b>SUBJECT</b>				
Aggressive/threatening				
Bankruptcy details				
Deceased				
Forwarding address				
Hiding won't respond				
Company wind up				
Not known to occupant				

\*Please call the auction team if there are any queries

## CHECKLIST – DOCUMENTS FOR AUCTION

CASE REFERENCE: MC/CIV/PER/GCLM/6481/2022  
 BAILIFF REFERENCE: 274203

TAB	DOCUMENT	RECEIVED
1.	Auction Instructions – <i>Carrying out Auction</i>	✓
2.	Assistant Bailiff copy of Land Auction Calculator <b>CONFIDENTIAL &amp; NOT BE DISCLOSED TO POTENTIAL BIDDERS</b>	✓
3.	Auction Attendance Sheet - Bidder Registration List	✓
4.	15 x Copy Land Calculator for registered bidders	✓
5.	Certified Certificate of Title (CAN BE SHOWN IF REQUESTED)	✓
6.	Form 25 Property (Seizure and Sale) Order	✓
7.	Form 26 Seizure Notice	✓
8.	Bidding Schedule	✓
9.	2 x Agreements: - - Assistant Bailiff copy - Successful purchaser copy	✓
10.	Copy of advertising ( <i>often just first edition</i> )	✓
11.	Copy of letter notifying debtor of upcoming auction ( <i>only to be shown to the debtor if asked</i> )	✓
•	Numbered bidder cards	✓
•	Receipt book/deposit envelope	✓

\*\*

*Any interested parties will be required to pay out all encumbrances listed over the land title (refer to land auction calculator) on top of the bid they offer on the day.*

**If any of the listed documents are not included in the kit, please make urgent contact with auction team.**

*Double checked  
by  
CP1*

**AUCTION DATE: 16<sup>th</sup> November 2023 TIME: 10:00 am**  
**ADDRESS: Lot 12948 Dinninup East Road, BOYUP BROOK, WA 6244**  
**COLLECT NO: 274203 DEBTOR: Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK**

**CONTACT auction team on [1300 700 397 ] IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE AUCTION.**

**NOTES:**

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**Auctions Instructions**

1. Arrive at property 10-15 mins prior
2. Knock on front & back door to see if anyone is home
3. Inform persons present what is happening
4. If there is any trouble or any likely disruption – defer and move to a different location
5. If property is derelict or occupants allow access you can go in
6. Tell bidder they enter on their own accord and at their own risk
7. Tell the bidders the Bailiff's Office have **no liability for their safety**
8. Children should not enter

**Recording bidders**

1. Sight the bidders deposit (cash or bank cheque only)
2. Have bidders register on Auction Attendance Sheet **(ATTACHMENT 1)**
3. Hand the registered bidder the land calculator sheet **(ATTACHMENT 2)**
4. PLEASE WRITE ALL BIDS MADE ON THE BIDDING SHEET FOR FUTURE REFERENCE

## Conducting Auction

Bring persons within reasonable voice range around you so you are not shouting and **SAY:**

1. *"As advertised we are here today to auction the aforementioned property. You will have done your own due diligence on this neighbourhood, this property and you will have made your own assessment of its worth."*

(Make Advertisement available to anyone asking to view the advert)

2. Advise attendees that there is a reserve which is not revealed
3. ASK – Is there anyone present who is prepared to satisfy the order.
4. Advise that the debtor's interest in land title only is being sold, and does not include any improvements on the land. In this case it is a **FULL SHARE**.
5. Advise attendees the amount they will have to pay if they are the successful bidder is **approximately \$11,213.60 (Mortgage, Rates, Caveats, Water Corporation, Land tax etc)**
6. Detail/Advise of any **restrictive covenants** on the land (See Certificate of Title)
7. Read out ALL pages of the Conditions of Sale clearly.
8. Advise attendees that if property is passed in, only registered bidders who have actually placed a bid will be contacted, in order of the highest bid first for a possibility of making an offer by way private treaty agreement.

If no offers are accepted, only then **MAY** the Bailiff contact other interested parties.

9. Ask if there are any questions?

## Commencing the Auction

### Suggestions

1. ASK: *"Do I have an opening bid on the property? You can start one anywhere, anywhere will do"*. Encourage participation.
2. If it stalls, insert vendor bid "I am making a vendor bid @ \$50,000.00 (set it bit below reserve)
3. That ladies and gentleman tells you the price where we need to be and heading
4. The highest bid should be called three times before accepting

## If Property Sold

1. Fill in receipt section on both copies of the Conditions and Sale.
2. 1 copy for purchaser
3. 1 copy for Bailiff
4. Receive deposit
5. Fill in triplicate receipt book – 1 copy to purchaser
6. Give office phone number and inform purchasers to contact auction team for further information regarding purchase.
7. Post auction kit with deposit back to Field Office

## If Property Passed In

1. Return auction kit to Field Office ASAP with notes of why passed in
2. Give out office contact if bidders want to ask further questions regarding auction/sale

**COLLECT ALL BIDDER NUMBERS AT THE CONCLUSION OF THE AUCTION  
(SUCCESSFUL OR OTHERWISE)**



**Magistrates Court Western Australia**

**Case Number:** MC/CIV/PER/GCLM/6481/2022

**Parties:** SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor

The reserve price for the debtor's interest in the land comprised in Certificate of Title Volume **1674 Folio 976** to be offered for sale on **Thursday the 16<sup>th</sup> of November 2023 at 10:00am** at **Lot 12948 Dinninup East Rd, BOYUP BROOK, WA 6244** under authority of the above Property (Seizure and Sale) Order is: **\$63,029.12**

**PP**

**BAILIFF'S OFFICE**

**Land Auction Calculator**

**274203 - MIKOLAJCZYK**

**FULL INTEREST**

Amount owed to - Mortgage to Robert John Palmer, Stephen Thomas Frere Noss, John Kirkland Boxsell, Robert Peter Savio, All of 19/9 Terminus Street, Castle Hill, NSW registered 11/02/1994	0.00
Amount Owed to Shire of Boyup Brook - Rates	11,213.60
Amount Owed to Water Corp - Rates and Usage	0.00
Amount Owed to State Revenue - Land Taxes	0.00
<b>Total Amount the Property Owes</b>	<b>11,213.60</b>

As at 27th October 2023

As at 27th October 2023

as at 18/10/2023 address not serviced by water corporation

As at 12th October 2023

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

Estimated Value of Property	90,000.00
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**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

J/Debtors Equity in the Property	78,786.40
----------------------------------	-----------

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

Final Assesment of Equity = J/Debtor Equity X 0.8 This = (Bailliff's Reserve Price)	63,029.12
---	-----------

**DO NOT GIVE THIS INFO TO PROSPECTIVE BIDDERS**

Amount Owed to Current PSSO	
<b>Total to pay out</b>	<b>11,296.48</b>

**DO NOT GIVE THIS INFO TO PROSPECTIVE BIDDERS**

As at 9th November 2023





## Land Auction Calculator

Amount owed to - Mortgage to Robert John Palmer, Stephen Thomas Frere Noss, John Kirkland Boxsell, Robert Peter Savio, All of 19/9 Terminus Street, Castle Hill, NSW registered 11/02/1994	0.00
Amount Owed to Shire of Boyup Brook - Rates	11,213.60
Amount Owed to Water Corp - Rates and Usage	0.00
Amount Owed to State Revenue - Land Taxes	0.00
<b>Total Amount the Property Owes</b>	<b>11,213.60</b>

### FULL INTEREST

As at 27th October 2023

As at 27th October 2023

as at 18/10/2023 address not serviced by water corporation

As at 12th October 2023

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

Estimated Value of Property	90,000.00
-----------------------------	-----------

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

J/Debtors Equity in the Property	78,786.40
----------------------------------	-----------

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

## Land Auction Calculator

Amount owed to - Mortgage to Robert John Palmer, Stephen Thomas Frere Noss, John Kirkland Boxsell, Robert Peter Savio, All of 19/9 Terminus Street, Castle Hill, NSW registered 11/02/1994	0.00
Amount Owed to Shire of Boyup Brook - Rates	11,213.60
Amount Owed to Water Corp - Rates and Usage	0.00
Amount Owed to State Revenue - Land Taxes	0.00
<b>Total Amount the Property Owes</b>	<b>11,213.60</b>

Estimated Value of Property	90,000.00
-----------------------------	-----------

J/Debtors Equity in the Property	78,786.40
----------------------------------	-----------

### FULL INTEREST

As at 27th October 2023

As at 27th October 2023

as at 18/10/2023 address not serviced by water corporation

As at 12th October 2023

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

## Land Auction Calculator

Amount owed to - Mortgage to Robert John Palmer, Stephen Thomas Frere Noss, John Kirkland Boxsell, Robert Peter Savio, All of 19/9 Terminus Street, Castle Hill, NSW registered 11/02/1994	0.00
Amount Owed to Shire of Boyup Brook - Rates	11,213.60
Amount Owed to Water Corp - Rates and Usage	0.00
Amount Owed to State Revenue - Land Taxes	0.00
<b>Total Amount the Property Owes</b>	<b>11,213.60</b>

Estimated Value of Property	90,000.00
-----------------------------	-----------

J/Debtors Equity in the Property	78,786.40
----------------------------------	-----------

### FULL INTEREST

As at 27th October 2023

As at 27th October 2023

as at 18/10/2023 address not serviced by water corporation

As at 12th October 2023

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

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**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

## Land Auction Calculator

Amount owed to - Mortgage to Robert John Palmer, Stephen Thomas Frere Noss, John Kirkland Boxsell, Robert Peter Savio, All of 19/9 Terminus Street, Castle Hill, NSW registered 11/02/1994	0.00
Amount Owed to Shire of Boyup Brook - Rates	11,213.60
Amount Owed to Water Corp - Rates and Usage	0.00
Amount Owed to State Revenue - Land Taxes	0.00
<b>Total Amount the Property Owes</b>	<b>11,213.60</b>

Estimated Value of Property	90,000.00
-----------------------------	-----------

J/Debtors Equity in the Property	78,786.40
----------------------------------	-----------

### FULL INTEREST

As at 27th October 2023

As at 27th October 2023

as at 18/10/2023 address not serviced by water corporation

As at 12th October 2023

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**

**GIVE THIS INFO TO PROSPECTIVE BIDDERS**







**Magistrates Court Western Australia**

Property (Seizure and Sale) Order: MC/CIV/PER/GCLM/6481/2022

Parties: **SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor**

**PARTICULARS AND CONDITIONS OF SALE** of the judgment debtor's right, title and interest in land to be sold under Property (Seizure and Sale) Order in the above matter.

**PARTICULARS**

**Lot 12948 on Deposited Plan 173383** being Certificate of Title Volume **1674 Folio 976** situated at, **Lot 12948 Dinninup East Rd, BOYUP BROOK, WA 6244**

**CONDITIONS**

1. Subject to the provisions of clause 11 hereof the highest approved bidder shall be the purchaser, with the auctioneer having the right to refuse any bid. If any dispute arises (of the existence of which the auctioneer shall be the sole judge) as to a bidding the Property shall be put up again at the last undisputed bidding or the auctioneer may decide the dispute. No bid shall be withdrawn.
2. The purchaser shall pay to the Bailiff or his agent, on the fall of the hammer the whole of the purchase money in cash or by a bank-marked cheque, and, if he fails to do so, the Property to be put up again at the same time and place and sold to the highest cash purchaser, subject however to the clause 11. Provided however, that if the Bailiff or his agent considers it reasonable in the circumstances to extend the time for payment of the purchase money he may so do subject to the purchaser executing an agreement in the terms or substantially in the terms of the agreement attached hereto.
3. The Bailiff is selling only the judgment debtor's interest in the Property and does not guarantee a title; and the purchaser acknowledges that they take such interest subject to encumbrances (if any), and with all risks, liabilities and claims however so arising to which the Property may be subject to but not limited to mortgages, rates, strata levies, leases, licences, caveats and taxes.
4. The Bailiff makes no representations or warranties to:
  - a) termite or other pest infestation;
  - b) compliance with current electrical or fire safety legislation including but not limited to RCD's and smoke detectors;

- c) the zoning and use of the land;
  - d) compliance with local government building and/or planning approval for any structure on the land;
  - e) any encroachments relating to adjoining lands including dividing fences and walls;
  - f) any demand, order, requisition, requirement, proposal and/or obligation to pay money to any governmental, statutory or other public body or authority including a local government;
  - g) any claims to adverse possession or public right of way or easements or licences.
5. The purchaser acknowledges, and the Bailiff declares, that the Bailiff as an authorised officer of the Magistrates Court of Western Australia is authorised by the Property (Seizure and Sale) Order in the above matter to sell and/or auction the judgment debtor's interest in the Property.
  6. The Bailiff declares and the purchaser acknowledges that the Bailiff has completed all relevant enquiries to determine that there is equity in the judgment debtor's real property to allow and effect the sale and/or auction the Property pursuant to the Property (Seizure and Sale) Order in the above matter.
  7. The purchaser acknowledges that the Bailiff is not selling, transferring or gifting any interest in personal property or chattel that is located in or on the Property. The purchaser acknowledges, at its own cost, that it will abide by and deal and take full responsibility for any personal property or chattel found in or on the Property in accordance with the Personal Properties Securities Registry and the *Disposal of Unclaimed Goods Act* (WA) 1970, or as otherwise prescribed by law.
  8. The purchaser must submit a transfer or conveyance to the Bailiff for execution immediately after the sale, or take the responsibility should he delay doing so, and shall also take all responsibility for lodging transfer at Landgate in time to be registered under the Property (Seizure and Sale) Order. The purchaser acknowledges that from the execution of the transfer documentation the Bailiff does not have any further involvement in the settlement of the Property.
  9. The purchaser shall pay all costs, registration fees, and stamp duty in connection with the preparation and registration of such transfer.
  10. The purchaser shall be responsible for attending to the settlement of the Property, liaising with all amenity providers, mortgagees and/or Strata Company and attending to and the payment of any outstanding monies in relation to the Property.

11. Any information or particulars given at this sale or in these particulars and conditions of sale, or in any advertisement of the sale, either with respect to the title or in describing the Property or its encumbrances, or the improvements thereof (if any) is only given for what it may be worth, and is in no way guaranteed to be correct.
12. The description of the Property in the particulars is believed and shall be deemed to be correct and no error omission or mis-statement in the particulars or in these conditions shall invalidate the sale or be made the subject of any claim for compensation by the purchaser.
13. Should the highest bid for the Property be, in the opinion of the bailiff or his agent, too low a price for the Bailiff to accept it is to be expressly understood that the bailiff reserves to himself the right to adjourn the sale or withdraw the property from sale.

**ACCOUNT SALES**

**Purchaser :**

Full Name : \_\_\_\_\_

Address : \_\_\_\_\_

Occupation : \_\_\_\_\_

Amount : \$

Signed by )  
the Purchaser in )  
the presence of )

.....  
Purchaser

.....  
Witness

**IN CONSIDERATION OF THE BAILIFF** waiving his right for payment of the purchase money on the fall of the hammer of the property in the schedule hereto the



**Purchaser**

**Lot 12948 on Deposited Plan 173383** being Certificate of Title Volume **1674**  
Folio **976** situated at, **Lot 12948 Dinninup East Rd, BOYUP BROOK, WA**  
**6244**

**HEREBY AGREES** with the BAILIFF

- (a) to pay \$ **5000.00** of the purchase money in cash or by a bank-marked cheque on the execution hereof.
- (b) to pay the balance of \$ by bank-marked cheque within **28** days of the date hereof more specifically by **14<sup>th</sup> December 2023**.
- (c) that if the purchaser makes default in the due and punctual payment of the purchase money as herein provided the BAILIFF may by written notice annul the sale and thereupon the deposit and all other moneys paid hereunder shall be forfeited to the BAILIFF who may thereupon without notice retake possession of the land sold eject the purchaser there from and re-sell the said land by public auction either for cash or upon credit and subject to such terms and conditions as he shall think fit. In the case of a re-sale the purchaser at this present sale shall be liable for all expenses attendant thereon and any deficiency (if any) in price thereby occasioned and in case of non-payment upon demand the amount of such expenses deficiency and other moneys (less the amount of deposit forfeited) shall be recoverable by the BAILIFF from the purchaser as and for liquidated damages.
- (d) that time shall be of the essence of this Agreement.
- (e) that the address for service of notices that may be required to be served on the purchaser in respect of the agreement is:  
\_\_\_\_\_.

Signed by )  
the Purchaser in )  
the presence of )

.....  
Purchaser

.....  
Witness



**Magistrates Court Western Australia**

Property (Seizure and Sale) Order: MC/CIV/PER/GCLM/6481/2022

Parties: **SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor**

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3. The Bailiff is selling only the judgment debtor's interest in the Property and does not guarantee a title; and the purchaser acknowledges that they take such interest subject to encumbrances (if any), and with all risks, liabilities and claims however so arising to which the Property may be subject to but not limited to mortgages, rates, strata levies, leases, licences, caveats and taxes.
4. The Bailiff makes no representations or warranties to:
  - a) termite or other pest infestation;
  - b) compliance with current electrical or fire safety legislation including but not limited to RCD's and smoke detectors;

- c) the zoning and use of the land;
  - d) compliance with local government building and/or planning approval for any structure on the land;
  - e) any encroachments relating to adjoining lands including dividing fences and walls;
  - f) any demand, order, requisition, requirement, proposal and/or obligation to pay money to any governmental, statutory or other public body or authority including a local government;
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  7. The purchaser acknowledges that the Bailiff is not selling, transferring or gifting any interest in personal property or chattel that is located in or on the Property. The purchaser acknowledges, at its own cost, that it will abide by and deal and take full responsibility for any personal property or chattel found in or on the Property in accordance with the Personal Properties Securities Registry and the *Disposal of Unclaimed Goods Act* (WA) 1970, or as otherwise prescribed by law.
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11. Any information or particulars given at this sale or in these particulars and conditions of sale, or in any advertisement of the sale, either with respect to the title or in describing the Property or its encumbrances, or the improvements thereof (if any) is only given for what it may be worth, and is in no way guaranteed to be correct.
12. The description of the Property in the particulars is believed and shall be deemed to be correct and no error omission or mis-statement in the particulars or in these conditions shall invalidate the sale or be made the subject of any claim for compensation by the purchaser.
13. Should the highest bid for the Property be, in the opinion of the bailiff or his agent, too low a price for the Bailiff to accept it is to be expressly understood that the bailiff reserves to himself the right to adjourn the sale or withdraw the property from sale.

**ACCOUNT SALES**

**Purchaser :**

Full Name : \_\_\_\_\_

Address : \_\_\_\_\_

Occupation : \_\_\_\_\_

Amount : \$

Signed by )  
the Purchaser in )  
the presence of )

.....  
Purchaser

.....  
Witness

**IN CONSIDERATION OF THE BAILIFF** waiving his right for payment of the purchase money on the fall of the hammer of the property in the schedule hereto the



**Purchaser**

**Lot 12948 on Deposited Plan 173383** being Certificate of Title Volume **1674**  
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**6244**

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- (c) that if the purchaser makes default in the due and punctual payment of the purchase money as herein provided the BAILIFF may by written notice annul the sale and thereupon the deposit and all other moneys paid hereunder shall be forfeited to the BAILIFF who may thereupon without notice retake possession of the land sold eject the purchaser there from and re-sell the said land by public auction either for cash or upon credit and subject to such terms and conditions as he shall think fit. In the case of a re-sale the purchaser at this present sale shall be liable for all expenses attendant thereon and any deficiency (if any) in price thereby occasioned and in case of non-payment upon demand the amount of such expenses deficiency and other moneys (less the amount of deposit forfeited) shall be recoverable by the BAILIFF from the purchaser as and for liquidated damages.
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\_\_\_\_\_.

Signed by )  
the Purchaser in )  
the presence of )

.....  
Purchaser

.....  
Witness



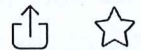
Buy > WA > Boyup Brook > Lot 12948 Dinninup East Road

Added 6 days ago



3

### Lot 12948 Dinninup East Road, Boyup Brook, WA 6244



1.48ha Residential Land

'Sale by Sheriff's Auction'.(conducted by Bailiff)

Auction Thu 16 Nov at 10:00 am

HOME LOAN CALCULATOR

\$3,170/month

estimated repayment

Calculate

How much could you bid?


↓ [Create bidding guide](#)

New

either electronic transfer (EFT), cash or bank cheque (no personal cheques) with the balance satisfied within 28 days.

[Read less](#) ^

### Property features

 Land size: 1.48ha

### Auction

Thursday 16 November  
10:00 am

[Add to plan](#)



[Contact the agent](#) for auction details.

### Inspections

There are no upcoming inspections for this property. [Contact the agent](#) to see this place.

[See my inspection plan](#)

### Home loans

- [Calculator](#)
- [Compare home loans](#)
- [Value guide](#)
- [My home loan](#)

#### Property price

\$644,000

State mean: \$644,000 ⓘ

#### Estimated repayments

**\$3,170** per month ✓

#### Your savings

**\$128,800**

Stamp duty

- \$16,530

Transfer fee

- \$318

You [are a first home buyer](#) ✓

# HOWARD I EVANS

BARRISTER AND SOLICITOR

NOTARY PUBLIC  
ABN:80 558 118 211

7A BROCKMAN STREET  
MANJIMUP  
WESTERN AUSTRALIA  
TELEPHONE (08) 9771 1599  
FAX (08) 9777 1091  
PO BOX 158  
MANJIMUP WA 6258

PLEASE ADDRESS  
CORRESPONDENCE  
TO THIS OFFICE

MANJIMUP

HIE/JD/11477

OUR REF:  
YOUR REF:

19 October 2023

Baycorp (WA) Pty Ltd  
Locked Bag 140  
ST GEORGES TCE WA 6831

Dear Sir/Madam

**Matter** MC/CIV/PER/GCLM/6481/2022  
**Parties** SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor  
**Bailiff Reference** 274203

Further to your letter of 12 October 2023, received this office on 17 October 2023, I advise that the Mortgage was Security for Costs incurred by the Mortgagee with the Mortgagees, a firm of Solicitors then acting for the Mortgageors.

The only quantified sums were \$1,158-00 for Airfares and \$503-50 Costs to the writer for preparing Stamping and Registering the Mortgage.

My file records that in 1999 I had contact with Sarah, who had by then remarried, consequent upon her marriage to Henry having broken down.

It remains the case, it would seem that neither party has ever done anything about the Mortgage being removed, notwithstanding that according to Sarah, the Debt had been repaid. It would also seem that, for whatever reason, nothing was done to resolve matters pertaining to the Land, consequent on the claimed marriage breakdown.

Given the passage of time, I do not know if any of the Mortgagees remain in practice, or indeed if any of them are still alive.

Yours faithfully

  
**Howard I Evans**  
Solicitor

[howardevans@westnet.com.au](mailto:howardevans@westnet.com.au)

PLEASE NOTE THIS OFFICE WILL BE  
**CLOSING** 5.00 pm Friday 15 December 2023 and **REOPENING** 9.30 am Monday 15 January 2024  
We wish all our customers a **Merry Christmas** and a **Happy & Safe New Year**

*Liability limited by a scheme approved under Professional Standards Legislation*

Howard I. Evans Solicitors  
PO Box 433  
BRIDGETOWN, WA 6255

**Baycorp (WA) Pty Ltd**  
Locked Bag 140  
St Georges Tce  
WA 6831

T: 1300 700 397  
T: +61 8 6103 2800  
F: +61 8 6103 2899  
ABN 26 120 299 014

12 October 2023

E: [enquirieswa@baycorp.com.au](mailto:enquirieswa@baycorp.com.au)  
[baycorp.com.au](http://baycorp.com.au)

Dear Sir/Madam,

**Matter:** MC/CIV/PER/GCLM/6481/2022  
**Parties:** SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor  
**Bailiff reference:** 274203

Under authority of the above Property (Seizure & Sale) Order the Bailiff's Office has been directed to sell the interest of **Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK** in the land comprised in Certificate of Title **Volume 1674 Folio 976** located at **Lot 12948 Dinninup East Rd, BOYUP BROOK, WA 6244**. It is noted that you have an interest in the land by virtue of the following encumbrance:

**F450627 – Mortgage to Robert John Palmer, Stephen Thomas Frere Noss, John Kirkland Boxsell, Robert Peter Savio, all of 19/9 Terminus Street, Castle Hill, NSW registered 11/02/1994**

Please advise the maximum amount secured by the mortgage, the current balance outstanding, and the daily rate of interest accruing thereon as well as any lines of credit or cross collateralized matters affecting the property debt level. The bank, upon any successful Sale by Court order, will be required to provide details to incoming purchasers of discharge matters that may affect any required settlement.

Please note that the disclosure of this information to a Sheriff or a Bailiff is authorized under the provisions of Section 18N (1) of the Privacy Act and Section 63 of the Civil Judgments Enforcement Act 2004. Your response is required within 10 days. Thank you for your assistance in this matter.

Sincerely,



**Jamaica-Leigh**  
Civil Enforcement Specialist | Assistant Bailiff | Sheriff Officer |  
Ph : 1300 700 397 E : [re\\_prepforsalewa@baycorp.com.au](mailto:re_prepforsalewa@baycorp.com.au)

# PALISADE

CORPORATE

PHONE 6211 5000

FAX 6211 5055

ABN 83 662 050 668

POSTAL ADDRESS PO Box Z5433 St Georges Tce Perth WA 6831

ADDRESS Level 24 St Martins Tower 44 St Georges Tce PERTH WA 6000

12 September 2023

Baycorp WA Pty Ltd  
Locked Bag 140  
St Georges Terrace WA 6831

Our Ref: 230134  
Solicitor: Tyler Greatrex |  
Brett Molony

**DELIVERED BY HAND**

Dear Sir/Madam,

**Shire of Boyup Brook v Mikolajczyk & Anor**  
**Magistrates Court of Western Australia Action No. 6481 of 2022 ("Proceedings")**

We refer to the above Proceedings. We advise we act on behalf of the Judgment Creditor. We are authorised to make this request on their behalf.

We also refer to the Property (Seizure and Sale) Order ("**Order**") lodged against the title of the Judgment Debtors in the Proceedings.

We refer to our previous requests that your office proceed to a sale of the Judgment Debtors' land by auction.

Please find the following documents **enclosed** to enable your office to proceed to an auction of the property:

1. Copy of the letter sent to the Judgment Debtors advising the order has been registered against the Property (including a copy of the certified order).
2. The Original A3 CT.

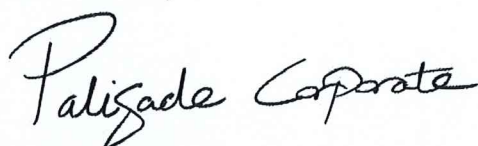
Please also note the \$2,500.00 has been combined with various other matters in the cheque sent to your office today.

Please proceed with the steps required to sell the Property by Bailiff auction.

If you have any queries or require any further information, please do not hesitate to contact our office.

We look forward to hearing from you with respect to the auction of the Property.

Yours faithfully



**PALISADE CORPORATE**

Enclosures (x 2)

# PALISADE

CORPORATE LAW

PHONE 6211 5000

FAX 6211 5055

ABN 83 662 050 668

POSTAL ADDRESS PO Box Z5433 St Georges Tce Perth WA 6831

ADDRESS Level 24 St Martins Tower 44 St Georges Tce Perth WA 6000

22 August 2023

Henry Mathew Mikolajczyk  
Sarah Jane Mikolajczyk  
21-23 Gibbs Street  
DINNINUP WA 6244

Our Ref: 230134  
Solicitor: Brett Molony |  
Tyler Greatrex

By Post

Dear Sir & Madam,

**Shire of Boyup Brook v Mikolajczyk & Anor**  
**Magistrates Court of Western Australia Action No. 6481 of 2022 ("Proceedings")**

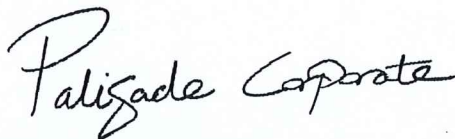
We refer to the above Proceedings and advise we act on behalf of the Claimant.

We confirm our client obtained judgment against you, being the Defendant to the Proceedings, on 20 December 2022 for the amount of \$7,224.34 plus accruing interest plus costs.

We were instructed to proceed with enforcement of the judgment by registering a Property (Seizure and Sale) Order ("**Order**") against your title at Landgate. We confirm the Order was lodged against your property, Lot 12948 Dinninup East Road, Boyup Brook on 22 August 2023. Please find a copy of the Order **enclosed** for your reference.

If you have any queries relating to satisfying the judgment, please do not hesitate to contact the Bailiff's office on 1300 700 397 and quote your case number.

Yours faithfully



PALISADE CORPORATE

Enclosures (x 1)

Cc: 21-23 Gibbs Street, Mayanup WA 6244



**WESTERN AUSTRALIA**

**Civil Judgments Enforcement Act 2004,  
Part 4 Division 6**

**FORM 25 - PROPERTY (SEIZURE and  
SALE) ORDER**

**Magistrates Court**

**Location: Perth**

**Court Ref No: PER/GCLM/6481/2022**

Judgment Creditor	Name: SHIRE OF BOYUP BROOK
Lawyer	Name: Palisade Corporate
File Ref No	A5900
Contact/Address Details	c/- Palisade Corporate, info@palisadecorporate.com.au

Judgment Debtor	Name: Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK
Judgment Debtor's Address	Name: Sarah Jane MIKOLAJCZYK Address: 21 & 23 Gibbs St, DINNINUP, WA 6244 Name: Henry Mathew MIKOLAJCZYK Address: 21-23 Gibbs St, MAYANUP, WA 6244

Seizable Property Address	21 & 23 Gibbs St, DINNINUP, WA 6244
------------------------------	-------------------------------------

**Date of Judgment: 20 Dec 2022**

<b>AMOUNT OWED</b>	Judgment Sum	\$7,224.34
	Less Paid / Credit Amount	
	<b>Balance of Judgment Sum</b>	\$7,224.34
	Interest to last payment	
<b>ENFORCEMENT COSTS</b>	Previous Enforcement Costs	
	Court Application Fee	\$206.00
	Sheriff's Fee	\$224.00
	Sheriff's Kilometreage	\$56.00
	Lawyers Costs	\$209.00
	<b>SUB TOTAL Judgment Debt</b>	<b>\$7,919.34</b>
	Sheriff's Enforcement costs	*\$
	Sheriff's Commission	*\$
	<b>Total Judgment Debt</b>	<b>*\$</b>
	* To be assessed by Sheriff/Bailiff	

**To the Sheriff of Western Australia and the Bailiff delegate at Boyup Brook.**

**You are authorised and commanded by this property (seizure and sale) order to seize and sell the saleable interest in property of Sarah Jane Mikolajczyk, Henry Mathew Mikolajczyk to wholly or partially satisfy the judgment debt.**

Interest payable at 6% pa, on \$7,224.34, being a daily rate of \$1.187 from 20 December 2022 until final payment.

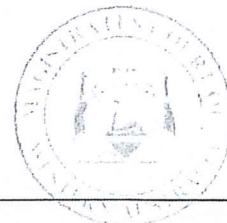
Date: 01 Mar 2023

I CERTIFY THIS TO BE A TRUE  
COPY OF THE ORIGINAL  
ORDER MADE 01/03/2023

  
DEPUTY SHERIFF

DATED: 15/08/2023

Court Seal







# BAILIFF'S OFFICE

# BAYCORP.

**Bailiff Reference:** 274203  
**Court Reference:** MC/CIV/PER/GCLM/6481/2022  
**Matter:** SHIRE OF BOYUP BROOK v  
MIKOLAJCZYK & Anor

**Baycorp (WA) Pty Ltd** T: 1300 700 397  
Locked Bag 140 F: 08 6103 2899  
St Georges Tce ABN 26 120 229 014  
PERTH WA 6831



274203 F2L1JKRJHQUPMML

**PRIVATE AND CONFIDENTIAL**

**SARAH JANE MIKOLAJCZYK, HENRY MATHEW  
MIKOLAJCZYK**

21 Gibbs St  
DINNINUP WA 6244

**Property Seizure and Sale Team**  
E: EnquiriesWA@baycorp.com.au

[baycorp.com.au](http://baycorp.com.au)

Wednesday, 15 March 2023

Dear Sir/Madam,

This letter is to inform you of how full payment of the judgment debt can be made via the Bailiff's Office. Please see the reverse side of this letter for payment options.

Please note that this letter does not serve as an offer of payment arrangement. The Bailiff's Office is authorised to execute the Section 59 Enforcement Order as prescribed in Division 6 of the *Civil Judgments Enforcement Act 2004*. The Bailiff's Office is not authorised to engage in a payment arrangement with you directly. Upon satisfaction of the judgment debt and any applicable costs/interest, the Enforcement Order will be suspended.

The full balance outstanding as of the date indicated on this letter is \$8,381.50. **This amount is subject to change, and may not be accurate at the time you intend to make payment. You are advised to contact the Bailiff's Office to obtain confirmation of the full balance prior to making any payment(s).**

If you have any queries regarding the provided payment options, or payment of the full judgment due, please do not hesitate to contact our office via the contact details provided on this letter.

Sincerely,

**Jaime E.**  
Civil Enforcement Specialist  
Assistant Bailiff



274203 2S0GO1BWWFF42G7Z

PRIVATE AND CONFIDENTIAL

**SARAH JANE MIKOLAJCZYK, HENRY MATHEW  
MIKOLAJCZYK**

21 & 23 Gibbs St  
DINNINUP WA 6244

Baycorp (WA) Pty Ltd T: 1300 700 397  
Locked Bag 140 F: 08 6103 2899  
St Georges Tce ABN 26 120 229 014  
PERTH WA 6831

Preparation for Sale Team  
E: PrepForSaleWA@baycorp.com.au

[baycorp.com.au](http://baycorp.com.au)

Tuesday, 7 November 2023



**Urgent action is required in order to avoid  
the sale of your interest in land and/or  
property.**

## NOTICE OF IMMINENT AUCTION OF REAL PROPERTY

Court Reference:	MC/CIV/PER/GCLM/6481/2022
Parties to Matter:	SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor
Bailiff Reference:	274203

Dear Sir/Madam,

We refer to the above Property (Seizure and Sale) Order. Pursuant to Section 80 of the *Civil Judgements Enforcement Act 2004*, and under the instruction of the Judgement Creditor in this matter, we write to inform you that **arrangements have been made for the sale by public auction of your interest in the property located at Lot 12948 Dinninup East Road, BOYUP BROOK, WA 6244.**



The auction will be held on **Thursday, the 16th of November 2023 at 10:00 AM**. The sale of your interest in the land will proceed unless the order is satisfied prior to the commencement of the auction.

Advertising to the general public has commenced in the West Australian newspaper, and will continue through until the date of the auction.

**You must make FULL PAYMENT of the judgement debt and associated costs immediately to prevent this auction from occurring.** The outstanding balance as of the date shown on this letter (including interest and applicable enforcement costs to date) is **\$11,294.11**. Payment options are available on the overleaf.

Sincerely,

**Jamaica N.**  
Civil Enforcement Specialist  
Assistant Bailiff

# BAILIFF'S OFFICE

# BAYCORP.

**Bailiff Reference:** 274203  
**Court Reference:** MC/CIV/PER/GCLM/6481/2022  
**Matter:** SHIRE OF BOYUP BROOK v  
MIKOLAJCZYK & Anor

**Baycorp (WA) Pty Ltd** T: 1300 700 397  
Locked Bag 140 F: 08 6103 2899  
St Georges Tce ABN 26 120 229 014  
PERTH WA 6831



274203 F2L1JKRJHOQUPMML

**PRIVATE AND CONFIDENTIAL**

**SARAH JANE MIKOLAJCZYK, HENRY MATHEW  
MIKOLAJCZYK**

23 Gibbs St  
DINNINUP WA 6244

**Property Seizure and Sale Team**  
E: EnquiriesWA@baycorp.com.au

[baycorp.com.au](http://baycorp.com.au)

Wednesday, 15 March 2023

Dear Sir/Madam,

This letter is to inform you of how full payment of the judgment debt can be made via the Bailiff's Office. Please see the reverse side of this letter for payment options.

Please note that this letter does not serve as an offer of payment arrangement. The Bailiff's Office is authorised to execute the Section 59 Enforcement Order as prescribed in Division 6 of the *Civil Judgments Enforcement Act 2004*. The Bailiff's Office is not authorised to engage in a payment arrangement with you directly. Upon satisfaction of the judgment debt and any applicable costs/interest, the Enforcement Order will be suspended.

The full balance outstanding as of the date indicated on this letter is \$8,381.50. **This amount is subject to change, and may not be accurate at the time you intend to make payment. You are advised to contact the Bailiff's Office to obtain confirmation of the full balance prior to making any payment(s).**

If you have any queries regarding the provided payment options, or payment of the full judgment due, please do not hesitate to contact our office via the contact details provided on this letter.

Sincerely,

**Jaime E.**  
Civil Enforcement Specialist  
Assistant Bailiff

# BAILIFF'S OFFICE

**Bailiff Reference:** 274203  
**Court Reference:** MC/CIV/PER/GCLM/6481/2022  
**Matter:** SHIRE OF BOYUP BROOK v  
MIKOLAJCZYK & Anor

**Baycorp (WA) Pty Ltd** T: 1300 700 397  
Locked Bag 140 F: 08 6103 2899  
St Georges Terrace ABN 26 120 229 014  
PERTH WA 6831



274203 6EK5M6XV2UNC0R4J

**PRIVATE AND CONFIDENTIAL**

**SARAH JANE MIKOLAJCZYK, HENRY MATHEW  
MIKOLAJCZYK**

21 & 23 Gibbs St  
DINNINUP WA 6244

**Property Seizure and Sale Team**  
E: EnquiriesWA@baycorp.com.au

[baycorp.com.au](http://baycorp.com.au)

Tuesday, 18 April 2023

Dear Sir/Madam,

We refer to the above Property (Seizure and Sale) Order.

On the 9th of March 2023, the Bailiff's Office attended your address, and placed goods under seizure. We note that at the time of writing, you have paid \$0.00 toward the judgment debt.

We advise that unless full payment of the outstanding balance is received within fourteen (14) days of the date of this letter, the Bailiff's Office may — under the instruction of the judgement creditor, and pursuant to Part 4 of the *Civil Judgments Enforcement Act 2004* — proceed with the execution of any and all lawful enforcement options in order to recover all monies owed. This may include, but is not limited to, the sale of property already seized, the seizure and sale of other saleable goods, and/or the seizure and sale of your interest in land. Further enforcement action may introduce additional enforcement costs and fees, which will also be payable by you.

**The outstanding balance at the time of writing for this matter is \$8,421.88. Interest is payable at 6% per annum until final payment is received.** This amount should be considered as a reference only, and as such, we urge you to contact the Bailiff's Office as soon as possible to obtain an up-to-date outstanding balance which will include the daily accruing interest.

Payment options for the judgement debt are available on the reverse of this letter.

Sincerely,

**Jaime E.**  
Civil Enforcement Specialist  
Assistant Bailiff



BETTER  
SOLUTIONS ONE MEANINGFUL  
CONVERSATION  
AT A TIME.

Howard I. Evans Solicitors  
107 Hampton Street  
BRIDGETOWN, WA 6255

**Baycorp (WA) Pty Ltd**  
Locked Bag 140  
St Georges Tce  
WA 6831

T: 1300 700 397  
T: +61 8 6103 2800  
F: +61 8 6103 2899  
ABN 26 120 299 014

12 October 2023

E: [enquirieswa@baycorp.com.au](mailto:enquirieswa@baycorp.com.au)  
[baycorp.com.au](http://baycorp.com.au)

Dear Sir/Madam,

**Matter:** MC/CIV/PER/GCLM/6481/2022  
**Parties:** SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor  
**Bailiff reference:** 274203

Under authority of the above Property (Seizure & Sale) Order the Bailiff's Office has been directed to sell the interest of **Sarah Jane MIKOLAJCZYK, Henry Mathew MIKOLAJCZYK** in the land comprised in Certificate of Title **Volume 1674 Folio 976** located at **Lot 12948 Dinninup East Rd, BOYUP BROOK, WA 6244**. It is noted that you have an interest in the land by virtue of the following encumbrance:

**F450627 – Mortgage to Robert John Palmer, Stephen Thomas Frere Noss, John Kirkland Boxsell, Robert Peter Savio, all of 19/9 Terminus Street, Castle Hill, NSW registered 11/02/1994**

Please advise the maximum amount secured by the mortgage, the current balance outstanding, and the daily rate of interest accruing thereon as well as any lines of credit or cross collateralized matters affecting the property debt level. The bank, upon any successful Sale by Court order, will be required to provide details to incoming purchasers of discharge matters that may affect any required settlement.

Please note that the disclosure of this information to a Sheriff or a Bailiff is authorized under the provisions of Section 18N (1) of the Privacy Act and Section 63 of the Civil Judgments Enforcement Act 2004. Your response is required within 10 days. Thank you for your assistance in this matter.

Sincerely,

**Jamaica-Leigh**  
Civil Enforcement Specialist | Assistant Bailiff | Sheriff Officer |  
Ph : 1300 700 397 E : [re\\_prepforsalewa@baycorp.com.au](mailto:re_prepforsalewa@baycorp.com.au)





274203 ZE7MWEB4F1FTMZSQ

**PRIVATE AND CONFIDENTIAL**

**SARAH JANE MIKOLAJCZYK, HENRY MATHEW  
MIKOLAJCZYK**

21 & 23 Gibbs St  
DINNINUP WA 6244

**Baycorp (WA) Pty Ltd**

Locked Bag 140

St Georges Tce

PERTH WA 6831

T: 1300 700 397

F: 08 6103 2899

ABN 26 120 229 014

**Preparation for Sale Team**

E: PrepForSaleWA@baycorp.com.au

[baycorp.com.au](http://baycorp.com.au)

Thursday, 12 October 2023



**Urgent action is required in order to avoid  
the sale of your interest in land and/or  
property.**

## NOTICE OF INTENTION TO PROCEED TO SALE OF REAL PROPERTY

<b>Court Reference:</b>	MC/CIV/PER/GCLM/6481/2022
<b>Parties to Matter:</b>	SHIRE OF BOYUP BROOK v MIKOLAJCZYK & Anor
<b>Bailiff Reference:</b>	274203

Dear Sir/Madam,

We refer to the above Property (Seizure and Sale) Order. The Judgement Creditor in this matter has instructed the Bailiff's Office to proceed with the sale of your interest in the property indicated below, pursuant to s.80 of the *Civil Judgements Enforcement Act 2004*.

---

<b>Volume:</b>	1674	<b>Folio:</b>	976
<b>Located at:</b>	Lot 12948 Dinninup East Rd, BOYUP BROOK, WA 6244		
<b>Land Description:</b>	LOT 12948 ON DEPOSITED PLAN 173383		
<b>Standing in the name of:</b>	HENRY MATHEW MIKOLAJCZYK & SARAH JANE MIKOLAJCZYK		
<b>For the interest of:</b>	HENRY MATHEW MIKOLAJCZYK & SARAH JANE MIKOLAJCZYK		

---

In order to prevent the sale of the property, and significant additional costs being included in the judgement debt, we require full payment of the judgement debt.

The outstanding balance as of the date shown on this letter (including interest and applicable enforcement costs to date) is **\$10,059.58**. Payment options are available on the overleaf.

Sincerely,

**Jamaica N.**  
Civil Enforcement Specialist  
Assistant Bailiff

**Offer to settle out of Court**  
(as emailed 29.11.2023)

Good afternoon Mark,

You may recall the email below, in which you were given Notice that the "Shire of Boyup Brook" (SOBB) or their agents had failed to show they have a lawful claim over land occupied by Henryk Mathew, born of the family Mikolajczyk (Henry).

Mark, you and/or your agents, then proceeded to cause significant emotional, mental and financial harm to Henry, ignoring the Notices, ignoring the fact that SOBB or their agents had no lawful claim over land whatsoever. Henry's property is literally none of their business. This has now been confirmed, and shall be shown should we have to take this matter to a court of competent jurisdiction in order to restore equity through compensation.

Mark, you failed to do due diligence, and through vicarious liability, damages caused by you or your agents falls on you.

As per our Fee Schedule sent with the Notices below on 23.3.2023, we make this offer to you, to settle this matter out of court.

**Option A (Out of court, fee schedule settlement)**

As per Baycorp email 23.3.2023 (from [henryk@wearethe99.com.au](mailto:henryk@wearethe99.com.au)) with Fee Schedule ID: Dale1  
**Accounting, administration and stationery** | .25 Troy ounce gold / hour | Process accounts and administration, minimum charge: 4 hours

1) 8hrs = **2 ounce gold**

**Accounting, administration and stationer** | 0.1 Troy ounce gold | Postage and stationery per document

1) 3 documents (NOCA, NOD, Fee schedule) = **0.3 ounce gold**

**Property damages** | 30 Troy ounces gold | Damages to property incurred from impound, holding, trespass or intrusion

1) Trespass upon Henry's quiet enjoyment of his property

2) Trespass upon his right of indefeasibility property held in Fee Simple

3) Trespass upon Henry, intruding upon his reputation within the community, attempted selling of his property due to an alleged yet unverified claim

4) Breach of privacy, passing private information to agents of unknown and uninvited identity

4 trespass = **120 ounces gold**

**Meetings, attendance fees** | .25 Troy ounce gold / hour | Attending meetings, mediation, minimum charge: 4 hours

1) Attendance at Baycorp attempt to sell property = **1 ounce gold**

**Reply to demands by menace** | 2 Troy ounces gold | Mailing and administration

1) Reply to demand by menace Form 26 Seizure Notice

2) Reply to demand by menace Form 25 Seizure Notice

3) Reply to demand by menace Email to Baycorp 23.3.2023

**6 ounces gold**

**Reply to invalid demands** | 1 Troy ounce gold | Mailing and administration

1) Reply to invalid demand Form 26 Seizure Notice

2) Reply to invalid demand Form 25 Seizure Notice

3) Reply to invalid demand Email to Baycorp 23.3.2023

**3 ounces gold**

**Research** | .25 Troy ounce gold / hour | Research Acts, Statutory Regulations, Infringement Notice Enforcement etc minimum charge: 4 hours

1) 120@ .25 ounce = **30 ounce gold**

I, Colin David Campbell JP6199  
160 Albany Highway Koj.  
Certify that I have sighted the  
Original Document



30-11-23

**Offer to settle out of Court**  
(as emailed 29.11.2023)

**Total as per Fee schedule 162.3 troy ounces gold**

If the matter is settled by agreement to this offer, Henry and all assisting parties shall also agree to a Non Disclosure Agreement.

However, failure to accept this offer within fourteen (14) days will leave no option but to take the matter to a Court of competent jurisdiction, a court of record sitting pursuant to Chapter III Commonwealth of Australia Constitution Act, the Constitution of the Commonwealth, to proceed with action against you and any/all agents who were complicit in causing Henry and his family significant harm.

**Payment in Gold**

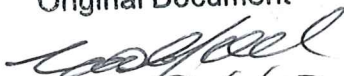
Henry shall collect from Perth Mint on date and time mutually agreed, to be arranged no later than fourteen (14) days of this correspondence.

**Option B**

In a court of competent jurisdiction, it shall be shown, among other things, but not limited to:

1. SOBB have no lawful jurisdiction or right in reference to Henry's property,
2. The Local Government Act 1995 that SOBB rely upon for alleged authority is invalid, has never received Royal Assent pursuant to s58 of the Commonwealth of Australia Constitution Act, the Constitution of the Commonwealth,
3. That the Members of the "Parliament" that enacted or amended that legislation have not sworn the correct Oath pursuant to s42 of the Commonwealth of Australia Constitution Act, the Constitution of the Commonwealth,
4. That the Ministers who act as the Minister for Local Government have not sworn the correct Oath pursuant to s42 of the Commonwealth of Australia Constitution Act, the Constitution of the Commonwealth,
5. That the alteration of the Western Australian Constitution Act 1889 (Western Australia), specifically the insertion of Part IIIB — Local government, is a carry-over of colonial laws that prior to federation, gave the State merely an extension of State Government administration as a department or agency, and not a stand-alone jurisdiction,
6. Local Council (SOBB) purporting to be a third tier of power is repugnant to the Commonwealth of Australia Constitution Act, the Commonwealth Constitution, and the Statute of Westminster 1931 as amended and in force, as shown in the Australia Act 1986, s2, s3, s5a) and b),
7. That all of the body corporate businesses trading as "Councils", purporting to be Local Government "Governments" are not recognised as a third tier of power under the laws of the Commonwealth, void ab initio,
8. Australian Government Solicitors Fact Sheet 12 outlines that all Local Governments are all bound by Australian Consumer Law, the Competition and Consumer Act 2010, this act at s45AD describes the Council as a Cartel, not Government,
9. Failure of due process on several counts,
10. It is a violation of the separation of powers doctrine for any body to wield or purport to wield judicial power other than a Chapter III court—that is, a body exercising power derived from Chapter III of the Constitution, the chapter providing for judicial power,

I, Colin David Campbell JP6199  
160 Albany Highway Koj.  
Certify that I have sighted the  
Original Document



29/11/23

**Offer to settle out of Court**  
(as emailed 29.11.2023)

11. Penalties shall be as prescribed under, but not limited to, Civil Judgments Enforcement Act 2004, Transfer of Land Act 1893, Criminal Code Act Compilation Act 1913, Criminal Code Act 1995, Crimes Act 1914, Statute of Monopolies.

It should be illustrated to you now that your involvement in this matter has opened up substantial liability in both your professional and private capacity, and we encourage you to not ignore this notice as you have in the past.

*Sic semper tyrannis*

*Onus probandi incumbit ei qui dicit, non ei qui negat*

is the obligation on a party in a dispute to provide sufficient warrant for its position.

*Consensus facit legem*

Consent makes the law. A contract is a law between the parties, which can acquire force only by consent.

*Res inter alios acta alteri nocere non debet*

Things done between strangers ought not to injure those who are not parties to them.

Without malice, vexation, argument or merriment,  
Equity follows the law,

For and on behalf of 'Henry Mathew MIKOLAJCZYK', 'MIKOLAJCZYK, Henry Mathew', 'Sarah Jane MIKOLAJCZYK', or any other "Government" created ens legis/Trust,



(Autograph added on printed and posted copy)

By: Henryk Mathew (also known as Henry), born of the family Mikolajczyk, UCC 1-308, With Prejudice

Subject of the Commonwealth, Private entity, Commonwealth National, Principal Creditor. Reserving all unalienable God Given Rights, powers and privileges, waiving none ever. In my correct capacity as a Beneficiary of the Original Jurisdiction. Permission must be sought in all matters of privity, where mutuality of interest occurs. E&OE.

A copy of this correspondence shall be sent by Registered Mail to ensure evidence of delivery.

----- Forwarded Message -----

**Subject:** Unsolicited presentment declined  
**Date:** Thu, 23 Mar 2023 15:49:59 +0800  
**From:** Henryk <[henryk@wearethe99.com.au](mailto:henryk@wearethe99.com.au)>  
**To:** [customerservicewa@baycorp.com.au](mailto:customerservicewa@baycorp.com.au)  
**CC:** [PerthMagistratesCourt@justice.wa.gov.au](mailto:PerthMagistratesCourt@justice.wa.gov.au), [Minister.quigley@dpc.wa.gov.au](mailto:Minister.quigley@dpc.wa.gov.au), [shire@boyupbrook.wa.gov.au](mailto:shire@boyupbrook.wa.gov.au)

I, Colin David Campbell JP6199  
160 Albany Highway Koj.  
Certify that I have sighted the  
Original Document

Offer to settle out of Court, as emailed | Page 3 of 5



**Offer to settle out of Court**  
(as emailed 29.11.2023)

Attention Mark Ranson,

Acting as Operations Manager Western Australia,  
BAYCORP (AUST) PTY LIMITED ABN 16 086 072 004  
Level 5, 55 St Georges Terrace  
Perth, Western Australia

Dear Mark,

For Your Information.

Please find copies attached of Notice of Conditional Acceptance sent Registered Mail to Dale Putland and John Robert Quigley on **March 11th 2023**, and Notice of Default sent Registered Mail to Dale Putland and John Robert Quigley on March 21st 2023, regarding an alleged "debt".

From the Notice of Conditional Acceptance:

- \$7919.34 is now held in Trust, and it is **promised to be paid** to the "SHIRE OF BOYUP BROOK ABN 95 583 688 034" or "MAGISTRATES COURT (CIVIL JURISDICTION)" upon delivery of evidence showing the businesses are bona fide creditors and Government entities ("Government" entity pursuant to the Commonwealth of Australia Constitution Act), and have provided evidence Quo Warranto as outlined above.

Incorrectly addressed, unsolicited presentments from your place of business, "Baycorp", shall be returned in honour.

If you or the business "Baycorp" have purchase an alleged debt from Dale Putland or "SHIRE OF BOYUP BROOK", please provide by Registered Mail:

- a copy of the original Notice of Assignment of Debt, and,
- a copy of the original valid in Law, signed, stamped Court "judgement" document.

No "court judgement" has ever been sighted, nor any Notice of a Court Hearing has been received regarding any purported debt alleged by Dale Putland or "SHIRE OF BOYUP BROOK" or "BAYCORP".

To contact me with regard to any matter, only a reply that meets the following criteria qualifies as a proper and verified reply;

1. It must be supported by an Affidavit with full legible name, title and wet ink signature and address for service, sign and sworn or affirmed by any claimant as being true, correct, complete, certain and not intended to mislead and under the claimants full commercial liability and penalty for perjury, and
2. Must include full and detailed supporting evidence to support your claims in the Affidavit.
3. Incorrectly addressed mail will be returned unopened and unread without dishonour. All correspondence must only be sent by Registered Mail to ensure a record of delivery. Without such evidentiary record, Claimant should not take any action that is based on the supposition that such correspondence was received. If the Claimants take any action, they will be liable for all resulting charges or damages they cause to me, my family, pets or property.
4. I/We do not consent or authorise to be contacted by telephone, text message, personal visit or by any other method other than by Registered Mail.

I, Colin David Campbell JP6199  
160 Albany Highway Koj.  
Certify that I have sighted the  
Original Document

Offer to settle out of Court, as emailed | Page 4 of 5

 30/11/23

**Offer to settle out of Court**  
(as emailed 29.11.2023)

My Fee Schedule ID Dale1 shall be included with this Notice and shall be applicable to any further correspondence, engagements or proceedings, should the evidence required not be produced.

Without malice, vexation, argument or merriment, I demand Quo Warranto before any payment may be considered, or subsequent contracts or obligations are to be considered or mutually agreed.

Kind regards,

For and on behalf of 'Henry Mathew MIKOLAJCZYK', 'MIKOLAJCZYK, Henry Mathew', 'Sarah Jane MIKOLAJCZYK', or any other "Government" created *ens legis*/Trust,

By: Henryk Mathew, born of the family Mikolajczyk, UCC 1-308, With Prejudice

Subject of the Commonwealth, Private entity, Principal Creditor. Reserving all unalienable God Given Rights, powers and privileges, waiving none ever. In my correct capacity as a Beneficiary of the Original Jurisdiction. Permission must be sought in all matters of privity, where mutuality of interest occurs.  
E&OE.

I, Colin David Campbell JP6199  
160 Albany Highway Koj.  
Certify that I have sighted the  
Original Document

  
30/11/23



WESTERN

AUSTRALIA

TITLE NUMBER

Volume Folio

1674 976

**RECORD OF CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



*BGRoberts*

REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 12948 ON DEPOSITED PLAN 173383

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

HENRY MATHEW MIKOLAJCZYK  
SARAH JANE MIKOLAJCZYK  
BOTH OF DINNINUP  
AS JOINT TENANTS

(T E812357 ) REGISTERED 19/2/1992

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**