

IN THE FEDERAL COURT OF AUSTRALIA  
VICTORIA DISTRICT REGISTRY  
GENERAL DIVISION

No. VID 541 of 2009

IN THE MATTER OF TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)  
ACN: 092 311 469

AND

IN THE MATTER OF TIMBERCORP LIMITED (IN LIQUIDATION)  
ACN: 055 185 067

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)  
AND OTHERS

PLAINTIFFS

and

WA CHIP & PULP CO PTY LTD  
AND OTHERS

DEFENDANTS

AFFIDAVIT OF DAMON BRYCE SEYMOUR

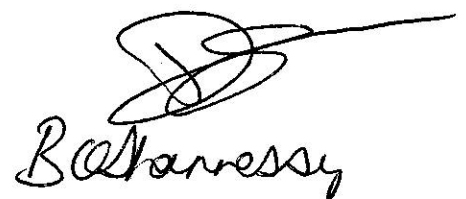
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1	"DS1" is a letter from Albany Legal Pty Ltd to Arnold Bloch Liebler dated 29 July 2009	
2	"DS2" is a letter of repudiation from Intrinsic Pty Ltd to Korda Mentha dated 30 July 2009	
3	"DS3" is a table showing in respect of each of the individual Albany Defendants, Rents receivable, Mortgage payments, Rates and taxes, Estimated cost of Firebreaks Weed spraying for the year 2009/10	
4	"DS4" is a table showing the date on which the Albany Defendants Default Notices expire	

Prepared on behalf of  
Filed by  
Albany Legal Pty Ltd  
Suite 7, Coachhouse, Cnr York ST & Peels PI  
Albany WA 6330  
(Jim Swann /Damon Seymour)

Various Defendants

Ph 08 9847 4211  
Fax 08 9847 4233  
Ref:9140



I, Damon Bryce Seymour of Suite 7, The Coach House, corner of York Street and Peels Place, Albany, in the State of Western Australia, Legal Practitioner say on oath that:-

1. Subject to the supervision of my principal, Mr. Swann, I have the conduct of this application for the Defendants listed in paragraph 3 below, I am authorised to make this Affidavit on their behalf.
2. Save where otherwise appears, the contents of this Affidavit are true to my own knowledge. Where a fact is true to the best of my information and belief, that fact is stated and the source of the information and belief is identified in the text.

**The Albany Defendants**

3. I represent the following Defendants:-
  - 3.1 Fourth to Ninth Defendants inclusive;
  - 3.2 Eleventh to Sixteenth Defendants inclusive;
  - 3.3 Nineteenth to Twenty-Fourth Defendants inclusive; and
  - 3.4 Twenty-ninth Defendant
4. In addition to those named above in paragraph 3, Section 568(8) notices have been served on the Liquidator for the following persons:-
  - 4.1 Mr Robert De Campo ("De Campo")
  - 4.2 Ms Marie Jalna Dixon, Mr William John Dixon and Mr Neil James Dixon ("Dixons")
  - 4.3 Mr Martin Shuttleworth ("Shuttleworth");
  - 4.4 Mr Kelvin Wallwork ("Wallwork"); and
  - 4.5 Mr Shaun Cameron, Mrs Joan Golda Cameron and Cameron Farms Pty Ltd [ACN 008 707 926] (Mr and Mrs Cameron are the principals of Cameron Farms Pty Ltd ("Camerons"))
5. It is my understanding at the time of swearing this affidavit that the liquidator was to join those named in paragraph 4 to the application to which this affidavit is made.
6. I now collectively refer to those named in paragraphs 3 and 4 above as the "Albany Defendants".

**The Albany Defendant attitude to this application**



7. Those of the Albany Defendants whose freehold lands are obviously encumbered by subleases by Timbercorp Ltd or Timbercorp Securities Ltd (collectively "Timbercorp") to Growers, subject to confirmation by the Liquidators of one matter, do not oppose the Liquidators application for an extension of time under Section 568(8) of the Corporations Act.
8. I have read the Affidavit of Mr. Korda sworn 28<sup>th</sup> July 2009. That Affidavit does not state clearly whether the Liquidators of Timbercorp accept that any extension of time granted under Section 568(8), does not affect in any way the Albany Defendants' entitlement to terminate their leases pursuant to their terms, or at law.
9. Annexed hereto and marked "DS1" is a letter addressed by my principal, Mr. Swann, to Mr. Zwier of Arnold Bloch Leibler, the Liquidator's solicitors, in which firstly that confirmation is sought, and secondly the reasons for my clients' approach to this application are explained. Subject to that confirmation, the Albany Defendants, save those expressly referred to at paragraphs 11 - 14 below, will not oppose the Liquidators application and do not wish to be heard in respect of it.

**Albany Defendants whose leases are not or may not be encumbered by subleases.**

10. The Albany Defendants referred to at paragraphs 11 - 14 below will consider their position when the Liquidators have responded to the question as to whether their leases are encumbered by subleases.
11. Three of the Albany Defendants have leased land to Timbercorp which, I am informed by each of them and believe, has not been developed for planting, upon which no trees have been planted, and which, as a consequence, my clients have inferred are not subject to subleases. These leases comprise two of the leases of the Fourth and Seventh to Tenth Defendants (the Zambonettis) and one of the leases of the Camerons namely:

Zambonettis

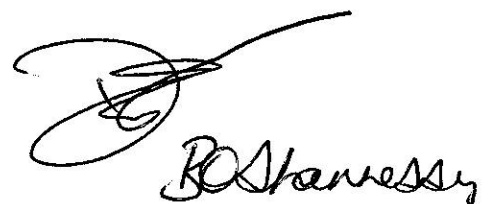
Part of Lot 5803 on Deposited Plan 207606 being part of the land contained in Certificate of Title Volume 1389 Folio 960

Part of Lot 5794 on Deposited Plan 206516 being part of the land contained in Certificate of Title Volume 1869 Folio 646

Camerons

Part of Lot 2057 on Deposited Plan 206244 being part of the land contained in Certificate of Title Volume 1612 Folio 599

Parts of Lot 2058 on Deposited Plan 206244, Lot 2078 on Deposited Plan 206238 and Lot 2080 on Deposited Plan 206235 being part of the land contained in



and that of Intrinsic Pty Ltd the Fourteenth Defendant.

12. I refer to Annexure "DS1". The Albany Defendants have asked the Liquidator's solicitors to clarify whether there are subleases over the properties referred to at paragraph 8. Their response is awaited.
13. If there are no subleases, there are no Growers whose interests require protection. Nor is there any timber from which any possible financial benefit can be derived. The Zambonettis and/or the Camerons will be entitled to possession of the lands demised immediately if the Liquidators disclaim. It appears to the Zambonettis and the Camerons that no prejudice would arise to Timbercorp, its creditors, or Growers, from these leases being disclaimed within the statutory period prescribed by Section 568(8) Corporations Act.

**Prejudice to the Zambonettis and the Camerons**

14. I have read the lease of the Zambonetti's and believe that the rent reserved by the Zambonettis' lease is \$21,841.43 per annum. I have been informed by the Fourth Defendant that:
  - 14.1 the rates on the property, the first instalment of which is now due are \$3,000.00 or thereabout per annum; and
  - 14.2 the quarterly rent due on 30<sup>th</sup> June 2009 has not been paid.
15. Because there are no trees on these lands, the need to create firebreaks and spray for weeds, does not arise.

**Intrinsic Pty Ltd**

16. The Fourteenth Defendant (Intrinsic Pty Ltd) is in essentially the same position in relation to subleases as the Zambonettis and the Camerons. I am informed by Joe Lembo, who is a director of the Fourteenth Defendant, and believe that the leased land leased has not been developed and trees have not been planted. The first rotation (1996) of blue gum trees planted on this land has been harvested and not replaced.
17. Intrinsic Pty Ltd has accepted the Liquidators' repudiation of its lease and terminated it. Annexed hereto and marked "DS2" is a true copy of a letter I have dispatched to the Liquidators (and their solicitors) in that regard today.



**Matters only of relevance if the Section 586(8) application is opposed**

18. I anticipate that the Liquidators will give the confirmation referred to at paragraphs 5 and 6 above. The following paragraphs of this Affidavit are only relevant if they do not give that confirmation.
19. I have inspected the Leases of each of the Albany Defendants. In aggregate the Albany Defendants lease 4472 hectares of land to either Timbercorp Ltd or Timbercorp Securities Ltd. The Albany Defendants have informed me of the current rent reserved by each Lease. In aggregate the total annual rent reserved is \$1,412,683.83. In each case the rent is payable quarterly in advance and (relevantly) on 30<sup>th</sup> June 2009. None of the rent payable under the Albany Defendant's Leases on 30<sup>th</sup> June 2009 has been paid.

**Outgoings the Albany Defendants must discharge in respect of the leased land.**

20. 14 of the Albany Defendant's have informed me that their Leases are subject to registered mortgages. Typically, the land areas subject to mortgage, exceed the (plantation) areas leased. The Defendants whose Leases are subject to mortgage are the :-
- 20.1 Fourth, Seventh and Eighth Defendants;
- 20.2 Fifth and Sixth Defendants;
- 20.3 Ninth Defendant;
- 20.4 Eleventh and Twelfth Defendants;
- 20.5 Nineteenth and Twentieth Defendants;
- 20.6 Twenty-First and Twenty-Second Defendants;
- 20.7 Camerons; and
- 20.8 Shuttleworth;
21. I have made enquiries of the Albany Defendants referred to in paragraph 20. Those enquiries are incomplete. The aggregate monthly mortgage repayments made by those Defendants is not known to me at the date of filing this Affidavit. I propose to supplement this Affidavit when that information has been provided.
22. Each of the lands leased is subject to rates and local taxes. I have made enquiries of each of the Albany Defendants. They have informed me of the rates and taxes payable in respect of their leased areas for the financial year 2009/10. In the aggregate those rates and taxes are \$35,088.44.



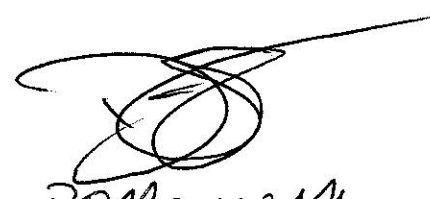
23. The lands leased are located predominantly in the Shires of Cranbrook and Plantagenet. (Both are shires north of Albany). These are fire risk areas and it is a statutory requirement that firebreaks be provided each year. In that regard I have spoken to the Works Administration Officer at Cranbrook and a civil servant at Plantagenet.
24. Based on the information from the Albany Defendants, an employee of Timbercorp, the approximate aggregate cost of putting firebreaks into the plantations leased by the Albany Defendants is in the order of \$14,000.
25. I am informed by Peter Drygan and believe, that the cost of spraying for weeds in the firebreaks of leased plantations is in the range of \$42-\$45 per hectare and that usually around 8%-10% of the Plantation area needs to be sprayed. The costs of spraying the firebreak weeds in 2009/10 is in the aggregate, accordingly, between \$15,025.92 (at \$42p/ha x 8%) and \$20,124.00 (at \$45p/ha x 10%).

**Financial Impact on the Albany Defendants of a non-payment of rent**

26. The financial impact of non-payment of rent by the Timbercorp companies on the Albany Defendants necessarily varies case to case.
27. None of the Albany Defendants have been paid their rents. Two of the Albany Defendants, namely the Seventh and Eleventh, have informed me that they are retired, and that the rents from the leased plantations formed a significant part of their incomes. None of the Albany Defendants have been paid their rents.
28. Viewed in the aggregate the financial impact of non-payment of rents on the Albany Defendants is as follows:-

	Income	Outgoings
Rent	\$NIL	
Mortgage		\$to be provided
Rates and Taxes		\$35,338.44
Firebreaks		\$14,000
Spraying for firebreak weeds		\$15,025.92 - \$20,124.00

29. Annexed hereto and marked "DS3" is a true copy of a table prepared by me which shows in respect of each of the individual Albany Defendants (1) Rents receivable (2) Mortgage payments (3) Rates and taxes (4) Estimated cost of Firebreaks (5) Weed spraying cost, each for the year 2009/10. The information provided in the table "DS3"



has been provided by the Albany Defendants to which it relates and I believe it to be true.

**Notices of Default.**

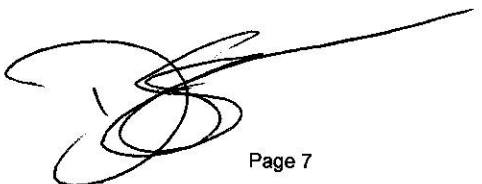
30. I have examined the Leases of each of the Albany Defendants. Of those Leases each of them save those of the Fourteenth, Fifteenth and Sixteenth and Defendants contains a provision for termination by the Lessor on non-payment of rent in terms identical to, or to the same effect as clause 9.1 of the Lease of the Twenty-Third and Twenty-Fourth Defendants (Hester) exhibited as MAK 5. The effect of that provision is that upon non-payment of quarters rent the Lessor may give 3 months notice to terminate.
31. The Leases of the Fourteenth Defendant contain a provision the same as, or of similar effect to clause 12.1(a) in the Lease exhibited to Mr. Korda's 23<sup>rd</sup> July 2009 Affidavit as MAK 6 (the Fifteenth and Sixteenth Defendants) (Rochester) Lease. The effect of this clause is that the Fourteenth, Fifteenth and Sixteenth Defendants may give 2 months notice of termination of their Leases on non-payment of a quarterly rent. (The Fourteenth Defendant has accepted a repudiation (please see paragraphs 16 and 17 above)).
32. The leases of the Albany Defendants, save the Fourteenth Defendant (Intrinsic Pty Ltd), the Fifteenth and Sixteenth Defendants (the Rochesters) and Wallwork (who is to be added as a Defendant), contain a provision which purports to restrict their entitlement to termination for repudiation – other than by notice in accordance with the terms of their leases. I have the effect of that clause under consideration.
33. On the Albany Defendant's instructions, and under the supervision of my Principal, I have served Default Notices on the relevant Timbercorp company on the date referred to in the spreadsheet annexed hereto and marked "DS4". That Schedule shows the date upon which the Default Notices expire and on which each of the Albany Defendants may terminate the Leases in accordance with their terms.

SWORN by Damon Bryce Seymour )  
at Albany in the State of Western )  
Australia the 30<sup>th</sup> day of July 2009 )

Before me:

  
\_\_\_\_\_  
Timbercorp - Affidavit (Damon Seymour) - 30 07 09

Bronwyn Elizabeth O'Shannessy  
7 Seville Way  
ALBANY WA 6330  
Justice of the Peace 7463



IN THE FEDERAL COURT OF AUSTRALIA  
VICTORIA DISTRICT REGISTRY  
GENERAL DIVISION

No. VID 541 of 2009

IN THE MATTER OF TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)  
ACN: 092 311 469

AND

IN THE MATTER OF TIMBERCORP LIMITED (IN LIQUIDATION)  
ACN: 055 185 067

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)  
AND OTHERS

PLAINTIFFS

and

WA CHIP & PULP CO PTY LTD  
AND OTHERS  
DEFENDANTS

**CERTIFICATE IDENTIFYING EXHIBIT**

This is the exhibit marked "DS1" now produced and shown to DAMON BRYCE SEYMOUR at the time of swearing his affidavit of 30<sup>th</sup> July 2009.

Before me:

  
\_\_\_\_\_  
Justice of the Peace

Elizabeth O'Shannessy  
7 Seville Way  
ALBANY WA 6330  
Justice of the Peace 7463



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**ALBANY LEGAL PTY  
LTD**

ACN: 130 029 079  
ATF AL TRUST  
ABN 82 746 408 983

Suite 7, Coach House  
Cnr York St & Peels Pl  
Albany WA 6330  
PO Box 5333 Albany WA 6332

Telephone: (08) 9847 4211  
Fax: (08) 9847 4233  
E-mail: recep@albanylegal.com.au

29 July 2009  
Our ref: JFS:9140  
Your ref: 011499489

Arnold Bloch Leibler  
Level 21  
333 Collins Street  
MELBOURNE VIC 3000  
ATTENTION: Mr Zwier

BY EMAIL AND FAX


Dear Mr Zwier,

**Re: Timbercorp Securities Limited (In Liquidation) and Others v WA Chip & Pulp  
Co Pty Ltd and Others Federal Court Action VID 541 of 2009**

1. My clients (collectively the Albany Defendants) consider that any order which the Court may make under Section 568(8) Corporations Act, extending the time for your client Liquidators to disclaim, has no impact upon their entitlement to terminate the leases of the Timbercorp companies in accordance with their terms, or at law i.e. for repudiation. At the directions hearing on Friday 24<sup>th</sup> July 2009, the Court asked your clients to address, on affidavit, the question whether an extension granted under Section 568(8) impacted upon contractual rights to terminate. Mr. Korda's Affidavit of 28<sup>th</sup> July 2009 does not do so. Instead, it appears to be drafted on the premise that lessors (including the Albany Defendants) are entitled to terminate leases in accordance with their terms, or at law, irrespective of whether or not the Liquidators are granted an extension under Section 568(8). Do I understand the Liquidators' position correctly – and, if not, in what respect or respects?
2. My clients also take the view that if the Liquidators disclaimed their (my clients) leases, the sublessees of those leases are still entitled to remain in possession up until the date when the (relevant) lessor is entitled to terminate the (head) lease in accordance with its terms, or at law i.e. until a default notice expires or until the relevant lease is terminated for repudiation. In that regard you should refer to *Re Finley ex parte Clothworker's Co (1888) 21 QBD 475 at 485 – 487*; *Re Thompson and Cottrell's Contract [1943] 1 All ER 169 at 172*; *Re A E Realisations Limited [1987] 3 All ER 83 at 91*.
3. There seems little or no point in your clients' application to extend the time under Section 568(8):-
  - 3.1 Mr. Korda's Affidavit makes it relatively clear that first there is no real prospect of Timbercorp paying the rent and second that he will not adopt the leases;

- 3.2 until disclaimer or contractual termination, the Timbercorp companies continue to accrue liabilities under the leases. Depending on the circumstances, this may expose trust funds (i.e. Scheme monies) to claims by lessees for e.g. damages for breach of covenant (cost of firebreaks and spraying for example) in priority to the claims of Timbercorps' secured creditors and other general creditors of the relevant Timbercorp company; and
- 3.3 the Growers retain any rights to possession up to the termination of the (head) leases under, the terms of the leases or at law (supra).
4. Save as appears below, the Albany Defendants are in a corresponding position. The application for extension does not affect their contractual rights. Disclaimer will not advance the date upon which they are entitled to possession. It appears overwhelmingly unlikely that the Liquidators will adopt the leases if an extension of time is refused.
5. For the above reasons and subject to a direct response to the question I have posed at point 1 of this letter, and further subject to the position of those leaseholders whose leases are not subject to subleases (see below), the Albany Defendants will take a neutral position in relation to your client's application to extend the time under Section 568(8). They will not oppose it. As creditors, they do, however, question what useful purpose is served, so far as they at least are concerned in making the application at all.
6. Three of my clients, Intrinsic Pty Ltd, the Zambonettis, and the Camerons hold leases which, on the face of things are not subject to subleases. This is relatively clear from exhibit MAK7 to Mr. Korda's Affidavit, in the case of the Zambonettis. It is also to be inferred from the fact that no development work has been undertaken on the relevant part of the Zambonettis' land, Intrinsic Pty Ltd's land and substantial part of the Camerons' lands. In those cases, there seems to be no conceivable reason, or justification, for the Liquidators not disclaiming now. Do they propose to do so? Alternatively, if the Liquidators consider that these lands or part(s) of them are subleased, please would they produce the evidence which demonstrates that? I have asked you this specifically in the case of the Zambonettis in my letter of 28<sup>th</sup> July 2009 but I have not yet, had a response.

Yours faithfully



Jim Swann  
Director

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AND OTHERS

PLAINTIFFS


and

WA CHIP & PULP CO PTY LTD  
AND OTHERS  
DEFENDANTS

**CERTIFICATE IDENTIFYING EXHIBIT**

This is the exhibit marked "DS2" now produced and shown to DAMON BRYCE SEYMOUR at the time of swearing his affidavit of 30<sup>th</sup> July 2009.

Before me:

  
Justice of the Peace

Bronwyn Elizabeth O'Shannessy  
7 Seville Way  
ALBANY WA 6330  
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**ALBANY LEGAL PTY  
LTD**

ACN: 130 029 079

Suite 7, Coach House  
Cnr York St & Peels Pl  
Albany WA 6330  
PO Box 5333 Albany WA 6332

Telephone: (08) 9847 4211  
Fax: (08) 9847 4233  
E-mail: recep@albanylegal.com.au

30 July 2009  
Our ref: JFS:9140

**The Joint Liquidators**  
Timbercorp Limited  
Level 24  
333 Collins Street  
Melbourne Victoria 3000

**Attention: Mr. Mark Korda**

**BY FAX 03 8623 3399 AND BY MAIL**

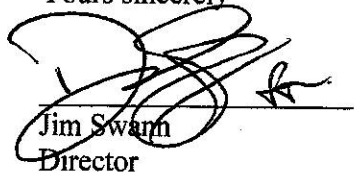
Dear Mr. Korda,

**Re: Intrinsic Pty Ltd ACN 009 063 335 ("Intrinsic")**

1. I act for Intrinsic.
2. Intrinsic Pty Ltd leases land to Timbercorp Securities Ltd. The land title particulars are part of Lot 1 on Diagram 55823 being the whole of the land contained in Certificate to Title Volume 1555 Folio 119.
3. In an Affidavit sworn 23<sup>rd</sup> July 2009 you adopted and set forth the terms of a letter you sent to my client on 2<sup>nd</sup> July 2009 (para 48). This letter stated:  
  
*"The Liquidators give notice that, as and from 2 July 2009, the Liquidators will not use or occupy the property the subject of the Lease. The Liquidators will not enter onto the land or perform any of the obligations under the Lease."*
4. Intrinsic regards:
  - 4.1 this statement;
  - 4.2 the tenor of your 23<sup>rd</sup> July 2009 Affidavit as a whole; and
  - 4.3 the tenor of a further Affidavit sworn on 28<sup>th</sup> July 2009 as a whole;as a repudiation of its lease. You have made it quite clear, that Timbercorp Securities does not intend to perform its obligations under Intrinsic Pty Ltd's lease.
5. Intrinsic has instructed me to write to you accepting the repudiation. By this letter I do so.
6. Intrinsic instructs me to observe that none of the leased lands have been developed for a (further) crop of blue gum trees, and no trees have been planted.
7. Please acknowledge the safe receipt of this letter.

DS2

Yours sincerely



Jim Swamp  
Director

*CC client*

*CC Arnold Bloch Leibler*

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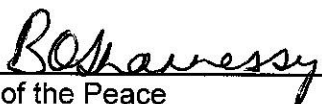
and

WA CHIP & PULP CO PTY LTD  
AND OTHERS  
DEFENDANTS

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Before me:

  
Justice of the Peace

Brenwyn Elizabeth O'Shannessy  
7 Seville Way  
ALBANY WA 6330  
Justice of the Peace 7463

DB3

Defendants	Rents \$	Rates \$	Firebreaks \$	Mortgages \$
CAMERON Shaun and Joan  Including land by Cameron Farms Pty Ltd	625,007.48			
CHATLEY Graham John	20,580.00	1,852.59	500.00	
COUPER Ian and Michele	82,080.00	5,500.00	2,000.00	
DE CAMPO Robert John	100,000.00	5,709.22	2,000.00	
DIXON Bill	68,000.00	1,500.00	2,000.00	
DOUGLAS SINCLAIR	8,836.00			
HARDIE Richard and Joanne	9,300.00	300.00	250.00	
HESTER Rodney and Lorraine	76,550.00	2,050.00	1000.00	NA
INTRINSIC PTY LTD (Joe Lembo)	27,251.84	3,226.63		
ROCHESTER Kent and Michele	143,469.16	1000.00	2500.00	NA
SHUTTLEWORTH Martin	58,800.00	2,500.00	2,000.00	
TOWES David John and Heather Lee	54,145.00	1,700.00	500.00	
WALITJ ABORIGINAL CORPORATION (Oscar Colbung)	54,678.00	7,000.00	500.00	NA
WALLWORK Kelvin	42,765.12			NA
ZAMBONETTI Ken and Angela (1/3)	21,841.93	3,000.00		
ZAMBONETTI Eddie	19,378.95			

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DEFENDANTS

**CERTIFICATE IDENTIFYING EXHIBIT**

This is the exhibit marked "DS4" now produced and shown to DAMON BRYCE SEYMOUR at the time of swearing his affidavit of 30<sup>th</sup> July 2009.

Before me:

  
Justice of the Peace

Bronwyn Elizabeth O'Shannessy  
7 Seville Way  
ALBANY WA 6330  
Justice of the Peace 7463



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[illegible]

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ROCHESTER Kent and Michele	#1: 13/1/99 #2: 17/06 #3: 19/06	#1: 13/1 2011 #2: 17/18 #3: 1/9/18		30/6/9	#1 & #2 Y #3 N	#1: 3mths #2: 3mths #3: 2mths	1/7/9 1/7/9 1/7/9	1/10/9 1/10/9 1/9/09	532.3		10/8/09
SHUTTLEWORTH TH Martin	1/3/99	1/3/ 2011		30/6/9		3mth	6/7/9	6/10/9	245		10/8/09
TOWES David John and Heather Lee	23/6/9 9	23/6/ 2023 E		30/6/9		3mths	1/7/9	1/10/9	221		12/8/9
WALITJ ABORIGINAL CORPORATION (Oscar Colbung)	1/3/ 2009	1/3 2023		30/6/9		3mths	2/7/9	2/10/9	140.2		12/8/9
WALLWORK Kelvin	16/08/ 07 E			30/6/9	N	2mths	1/7/0 9	1/9/09	152.6		13/08/9
ZAMBONETTI Ken and Angela (1/3)	1/1/08 x 2	15/4/ 2020		17/09		3mths	13/7/ 9 x 2	13/10/9 x 2	83	Y	10/8/09
ZAMBONETTI Eddie	1/3/09	15/4/ 2020	annual	17/09		3mths	21/7/ 2009	21/10/ 2009	71		18/8/09