

**FAMILY LAW ACT 1975**

**IN THE FAMILY COURT  
OF WESTERN AUSTRALIA  
AT PERTH**

**PTW      OF 2018**

**BETWEEN:**

**ALLAN ALBERT WALKER**

**Applicant**

**and**

**TANYA GWENDOLINE WALKER**

**Respondent**

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**MINUTE OF CONSENT ORDERS**

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Upon the Form 11 filed this day and with the view as far as practicable, and as contemplated by s 81 of the *Family Law Act 1975* (Cth) ("the Act"), of ending the financial relationship between the parties and avoiding all future proceedings between them in relation to property settlement and spousal maintenance, the parties seek that the following final orders be made BY CONSENT:

**ORDERS**

**Real Property**

1. Within 60 days of receipt of these Orders by the parties or their solicitors, the Applicant do all acts and things and sign all documents necessary to transfer to the Respondent, all of his right, title and interest in the property situated at 27 Turnberry Way, Pelican Point in the State of Western Australia, being more particularly described as Lot 96 on Plan 19438 Certificate of Title Volume 1985 Folio 496 ("the Pelican Point Property").

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Applicant

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Respondent

2. Contemporaneously with paragraph 1, the parties do all acts and things and sign all documents necessary to discharge any mortgage secured against the Pelican Point Property.
  
3. Contemporaneously with paragraphs 1 and 2, the Respondent do all acts and things and sign all documents necessary to transfer to the Applicant, all of her right, title and interest in the property situated at Unit 47, 73-87 Leake Street, Bayswater in the State of Western Australia, being more particularly described as Lot 51 on Strata Plan 17170 Certificate of Title Volume 1857 Folio 662 ("the Bayswater Property").
  
4. Contemporaneously with paragraph 3:
  - a. the Respondent do all acts and things and sign all documents necessary to refinance the loan with Commonwealth Bank and secured by mortgage numbered M501327 registered against the title to the Bayswater Property into his sole name; and
  
  - b. the parties do all things and sign all documents necessary to discharge the mortgage with Commonwealth Bank and secured by the Bayswater Property.

Superannuation

5. Within 30 days of the date of the making of these orders each of the parties do all such acts and things to procure the transfer of the Respondent's member entitlement in the AA & TG Walker Superannuation Fund ("the Fund") to a retail fund or another self-managed fund as nominated by the Respondent ("New Fund") as at the date of roll out, together with interest thereon (on an after tax basis) as has accrued between 1 July 2017 and the date of the roll out.


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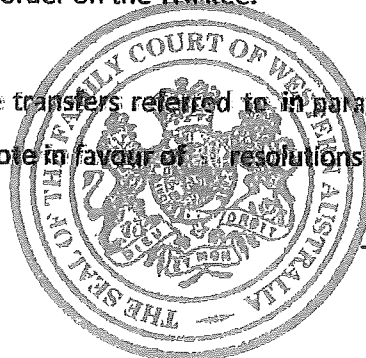
Applicant

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Respondent

6. In accordance with s 90MT(4) of the *Family Law Act 1975 (Cth)* a base amount of \$25,500.00 is allocated to the Respondent out of the Applicant's interest in the Fund.
7. In accordance with s 90MT(1)(a) of the *Family Law Act 1975 (Cth)*:
- a. the Respondent (or such other person to whom a splittable payment is payable) is entitled to be paid, using the base amount allocated in the immediately preceding order, the amount calculated in accordance with Pt 6 of the *Family Law (Superannuation) Regulations 2001 (Cth)*; and
  - b. the entitlement of the Applicant in the Fund (or the entitlement of such other person who becomes entitled, to the extent permitted by law, to receive a payment of the Applicant's superannuation interest) is correspondingly reduced by force of this order;
8. The Trustee of the Fund ("the Trustee") shall do all acts and things and sign all such documents as may be necessary to:
- a. calculate, in accordance with the requirements of the *Family Law Act 1975 (Cth)* the entitlement awarded to the applicant in paragraph 2(c) of these orders; and
  - b. pay the entitlement whenever the Trustee makes a splittable payment from the Applicant's interest in the Fund.
9. These orders have effect from the operative time and the operative time is twenty eight (28) days after service of this order on the Trustee.
10. Within 60 days of the date of the transfers referred to in paragraph 5 and 6, the parties do all acts and things and vote in favour of resolutions to effect the same.

  
Applicant



  
Respondent

Thereafter the Respondent do all acts and things and sign all necessary documents submitted to her by the Applicant so that she ceases to be a member of the Fund.

11. Simultaneously with the provisions of paragraphs 5 to 7 being effected the parties shall exercise their power of appointment to appoint a new trustee to the Fund, to be at the election of the Applicant, and they agree that the trustee for the Fund will no longer be the Respondent and the Applicant indemnify the Respondent against all liabilities of the Fund.

#### Shares

12. Within 28 days of receipt of these Orders by the parties or their solicitors, the Respondent do all acts and things and sign all necessary documents to transfer to the Applicant the entirety of her shareholding in Alumina Limited.

#### Other Property

13. Save and except for these Orders, any right, title, estate and interest the Respondent may have in the following shall vest in the Applicant absolutely:
  - (a) any bank accounts in the Applicant's sole name;
  - (b) any investments in Applicant's sole name;
  - (c) the Applicant's interest in the business known as "A.A. Walker" ("the Business");
  - (d) the Holden Colorado, boat and any other motor vehicles registered in the Applicant's sole name;
  - (e) all furnishings and chattels in the possession of the Applicant; and
  - (f) superannuation entitlements in the Applicant's sole name.

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Applicant

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Respondent

14. Save and except for these Orders, any right, title, estate and interest the Applicant may have in the following shall vest in the Respondent absolutely:
- (a) any bank accounts in the Respondent's sole name;
  - (b) any investments in the Respondent's sole name, save as set out in paragraph 12 above;
  - (c) the Nissan Dualis and any other motor vehicles registered in the Respondent's sole name;
  - (d) all furnishings and chattels in the possession of the Respondent; and
  - (e) superannuation entitlements in the Respondent's sole name, save as set out in paragraph 5 above.
15. The Respondent shall indemnify the Applicant and keep him indemnified in relation to:
- (a) any income tax or capital gains tax liabilities in the Applicant's sole name; and
  - (b) any personal loans or credit cards in the Applicant's sole name.
16. The Applicant shall indemnify the Respondent and keep her indemnified in relation to:
- (a) any liabilities owing and payable by the Business;
  - (b) any liabilities owing and payable by the Business including but not limited to any tax liabilities;
  - (c) any income tax or capital gains tax liabilities in the Respondent's sole name; and
  - (d) any personal loans and credit cards in the Respondent's sole name.
17. Upon being reasonably requested in writing by the other party, both the Applicant and the Respondent execute all documents and instruments necessary to give effect to these Orders.

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Applicant

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Respondent

18. That the parties have liberty to apply to the Court on short notice to determine the operation of these Orders.

Dated:

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Applicant

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Respondent