

# LEWIS TOMCSANYI

## Chronology

23-2-2009	Tomcsanyi accept letter of offer – the farmers choice package. Mortgage registered in N.A.B's favor.
2010	Dispute: over N.A.B reneging on financing second year crop.
21-3-2011	Commenced supreme court action Tomcsanyi V N.A.B. CIV1454 of 2011
21-2-2012	Tomcsanyi Achieve 97% of claim at mediation and sign a settlement deed composed by N.A.B's lawyers.
	<b>N.A.B refused to comply with settlement deed</b>
22-2-2013	Tomcsanyi refer dispute to F.O.S and ASIC
11-3-2014	N.A.B appiont recievers who turned up without a court order and I was charged with firearms offence.
17-3-2014	Tomcsanyi puts N.A.B on notice intending to sue for non-compliance of settlement deed.
28-3-2014	Tomcsanyi commenced supreme court action CIV1427 of 2014
27-2-2015	I Lewis Tomcsanyi was imprisoned for ten months for firearms Offences involving recievers.
27-7-2015	Released from prison on parole.
20-10-2015 to 21-10-2015	CIV1427 of 2014 hearing date.
30-11-2015	Judgement (2015) WASC448 N.A.B found to be in breech of deed but it was all my fault case dismissed.
15-12-2015	Tomcsanyi appeal CACV174 of 2015 which was heard on 2-2-2017 and dismissed on the 27-7-2017
27-8-2017	Appealed to the high court no leave granted.
22-3-2018	Seizure and Delivery order granted to N.A.B
25-7-2018	<b>I'm still in possession of farm</b>

**12-9-2018 my property seized and fraudulently stolen by NAB!**

**I was arrested and removed from my property.**

13 September 2018

The Commissioner of Titles  
PO Box 2222  
Midland WA 6936

Dear Commissioner,

It has recently come to my attention that my Registered Mortgage Nos. K868463M and K868466M have not been completed correctly by the National Australia Bank (NAB).

1. - There are no Limitations, Interest, Encumbrances and Notifications, as on the Title (Second Schedule).
  - There is no Principle Sum Registered and Stamped in the Mortgage.
2. - The Transfer of Land Act 1893, Sections 106 and 111, clearly states that a Principle Sum, and the Interest, has to be recorded in the Mortgage for any Default to occur.
  - I request Landgate, and/or the Commissioner, to produce a Stamped document that was stapled to the Mortgage that satisfies Sections 106 and 111 of the Transfer of Land Act 1893.
  - or, I ask you, the Commissioner, to produce the section of the Transfer of Land Act 1893 that clearly states the Principle Sum does not have to be recorded in the Mortgage for a Default to occur.
3. - The reason NAB has not recorded the Principle Sum in the Mortgages is so NAB could on sell, or securitise them and keep the money for their own financial gains and advantage.
  - NAB has also removed a paragraph from the Landgate cover sheet which states the Principle Sum being secured must be expressed in figures.
4. - This is done to MISLEAD the customer.
  - Section 214A of the Transfer of Land Act 1893 – states it is fraudulent for anyone to erase or remove any part of the Mortgage and here NAB has completely removed an entire paragraph from Landgate's Notes.
5. - I Lewis Michael Tomcsanyi, as stated in this document, ask you the Commissioner, to exercise your powers under Section 214A of the Transfer of Land Act 1893 and immediately cancel the 'non-compliant' Mortgages K868466M and K868463M.

I would also like to bring to the Commissioner's attention that I have shown everything stated above to my State Member of Parliament, MP Terry Redmond and also my Federal Member of Parliament, Senator Fraser Anning. They will continue to review my matter, including the response I receive from you, the Commissioner of Titles.

Due to the urgent nature of this matter, I look forward to you hearing from you soon.

Yours sincerely,



Lewis Michael Tomcsanyi

Attch.

**From:** Lewis Tomcsanyi <ltomcsanyi@hotmail.com>  
**Sent:** Sunday, 3 June 2018 3:53 PM  
**To:** andrew.thorburn@nab.com.au  
**Cc:** Blaxill, Philip  
**Subject:** URGENT - RE SECURITY

**For the urgent attention of:**  
**Andrew Thorburn, Group Chief Executive Officer & Managing Director NAB**

Dear Mr Thorburn,

I have been issued a Property (Seizure and Delivery) Order by a Sheriff's Officer. This notice advises this will take place 7 June 2018 at 10.30am.

***In advance of any action by the NAB***, I provide a brief outline of NEW EVIDENCE regarding UNSECURED SECURITY in relation to our properties and Loan documentation with the NAB.

- NAB has falsely, forcefully and illegally obtained our unsecured properties which they were not entitled to as there was no enforceable Security as clearly stated in NAB's documents.
- NAB's documents clearly show that NAB has separated the mortgage from the Security (unsecured), for the purpose of Securitization.
- By separating the Security this has allowed NAB to illegally sell our Assets.
- NAB planned our demise and misled us in to a subsequent Settlement Deed. NAB purposely manipulated us listing our unsecured properties which had to be handed over within NAB's required time limits. This structure was to NAB's full advantage and of no advantage to us whatsoever. It has been purely to our detriment.

NAB's deceitful actions regarding Security has now been discovered and unravelled.

This NEW EVIDENCE has been submitted in detail to the Financial Services Royal Commission for their Round 4 hearings regarding 'remote and regional communities'.

In light of this NEW EVIDENCE, there are many others who have also been manipulated by NAB in the same manner. It is now obvious that these actions by NAB seem to be normal within their loan processes.

I welcome a discussion with you regarding the above.

Regards,  
Mr Lewis Tomcsanyi  
M: 0419 413 442

5-Sep-2018

Without Prejudice

To Andrew Thorburn CEO of NAB.

Dear Andrew,

I've sent you this email to explain in detail that I know how NAB has been defrauding everybody and for you now to ignore the following means you are part of that fraud.

## NAB's Mortgage Fraud

### New-evidence

**1. a.** NAB has committed a mortgage fraud when NAB registered a mortgage without expressing the principle sum being secured in figures in that mortgage and then took possession of assets and property to sell them.

**b.** NAB has deliberately not completed the mortgage documents for the purpose of onselling them (securitization).

**Eg: 1.** There is no limitations, interests, encumbrances, and notifications effecting the land being mortgaged. (note 3 of the instructions and notes of the landgate cover sheet) and paragraph b of page 2 of the mortgage relies on this empty box.

**2.** There is no principle sum being secured and the interest or a repayment plan mentioned in the mortgage.

**2. a.** Section. 106,111, of the WA land transfer act. Requires a principle sum being secured and the interest to be expressed in figures, mentioned in the mortgage for a default to happen.

**b.** Without the principle sum being secured expressed in the mortgage the common provisions become the terms and conditions of nothing.

**c.** Without the principle sum being secured and the interest expressed in figures in the mortgage, all the collateral put up as security by the customer listed in the mortgage secures nothing.

**3. a.** NAB. removing a paragraph from a landgate cover-page which states the principle sum and interest being secured must be expressed in figures is an offence under sect-214,214 A of the land transfer act.

**b. The Agreement:** if the agreement is not mentioned by way of annexur and stapled to the mortgage documents as instructions 1, 2, of landgate cover sheet says. The agreement is not valid to the registered mortgage.

**c.** As stated in para 1, b. NAB has not completed. The mortgage docs for the purpose of onselling them (securitizing). It matters not whether NAB onsold them or not. The instrument was created and put in place by NAB. The mortgage and the agreement are the undeniable evidence of that.

**4. a.** Notwithstanding everything mentioned above, during 2011 NAB appointed Allens for NAB's legal representation. On Allens website Allens claim to be one of the best with banking problems and securitization in Australia.

**b.** This is the same Allens that composed a settlement deed which NAB could not comply with (some expert AY)

**5. a.** On the 12-Sep-2018 the baillif is coming to take possession of my Denmark farm on behalf of NAB.

**b.** I have an appointment to see my member in parliament to show him my new evidence. In this document.

**c.** If NAB takes possession of my property I will make very public this document so all Australians can see what NAB does and how NAB treats its customers.

**d.** Or if NAB calls off the baillif I believe I can offer a solution that could be acceptable to both parties (meaning Tomcsanyi and NAB).

Kind Regards  
Lewis Tomcsanyi

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