

1/85

IN THE PRIVY COUNCIL

ON APPEAL FROM THE SUPREME COURT OF WESTERN AUSTRALIA

IN PROCEEDINGS NO. 2121 OF 1980

BETWEEN:

METRO MEAT LIMITED

Appellant and Cross-Respondent
(Defendant)

AND:

FARES RURAL CO. PTY. LIMITED

Respondent and Cross-Appellant
(First Plaintiff)

RACHID FARES

Respondent
(Second Plaintiff)

R E C O R D O F P R O C E E D I N G S

P A R T 2

V O L U M E I

SOLICITORS FOR THE APPELLANT
CROSS RESPONDENT

Jackson McDonald & Co.,
6 Sherwood Court,
PERTH, W.A. 6000

By their London agents:

Messrs. Payne Hicks Beach & Co.,
10 New Square,
Lincolns Inn WC 2A3QC

SOLICITORS FOR THE RESPONDENT
CROSS-APPELLANT
AND RESPONDENT

Hickson, Lakeman & Holcombe,
111 Elizabeth Street,
SYDNEY, N.S.W. 2000

By their Perth Agents:

Lohrmann Tindal & Guthrie,
20th Floor
77 St. George's Terrace,
PERTH, W.A. 6000

By their London agents:

Simmons & Simmons,
14, Dominion Street,
LONDON EC2M 2RJ,
ENGLAND

IN THE PRIVY COUNCIL

ON APPEAL FROM THE SUPREME COURT OF WESTERN AUSTRALIA

IN PROCEEDINGS NO. 2121 OF 1980

BETWEEN:

METRO MEAT LIMITED

Appellant and Cross-Respondent
(Defendant)

AND:

FARES RURAL CO. PTY. LIMITED

Respondent and Cross-Appellant
(First Plaintiff)

RACHID FARES

Respondent
(Second Plaintiff)

R E C O R D O F P R O C E E D I N G S

P A R T 2

V O L U M E I

IN THE PRIVY COUNCIL

ON APPEAL FROM THE SUPREME COURT OF WESTERN AUSTRALIA

IN PROCEEDINGS NO. 2121 OF 1980

BETWEEN:

METRO MEAT LIMITED

Appellant and Cross-Appellant
(Defendant)

AND:

FARES RURAL CO. PTY. LIMITED

Respondent and Cross-Appellant
(First Plaintiff)

RACHID FARES

Respondent
(Second Plaintiff)

RECORD OF PROCEEDINGS

INDEX OF REFERENCE

PART 1

No.	Description of Document	Date	Page
1.	Statement of Claim filed 6 November, 1980 and as amended on 20 March, 1981 and 23 March, 1982 and as amended on 31 May, 1982 and as amended on 26 November, 1982 and as amended on 2 February, 1983		1 - 8
2.	Defence and Counterclaim filed on 9 January, 1981 and as amended on 20 March, 1981 and as amended on 21 April 1982 and as amended on 23 November, 1982 and as further amended on 8 March 1983		9 - 19
3.	Reply and Defence to counterclaim filed 18 December, 1981 and as amended on 23 March, 1982 and as amended on 20 October, 1982		20 - 24

No.	Description of Document	Date	Page
4.	Composite request for further and better particulars of the re-amended defence and counterclaim and the defendant's answers filed 8 July, 1982 and 3 September, 1982 respectively		25 - 37
5.	Transcript of Evidence given in the proceedings before His Honour, Mr. Justice Olney		

EVIDENCE OF PLAINTIFF (RESPONDENT) (CROSS-APPELLANT)

<u>FARES</u> - Rachid Farid		38 - 172
Examined	22 November	1982 38-46
Cross-examined	22 November	1982 46-160
Re-examined	23 November	1982 160-169
Further examined	23 November	1982 169-170
Further cross-examined	23 November	1982 170-172
<u>BLANCO-VILLEGAS</u> - Jorge Alberto		173 - 198
Examined	23 November	1982 173-181
Cross-examined	23 November	1982 181-198
Re-examined	23 November	1982 198

EVIDENCE OF DEFENDANT (APPELLANT) (CROSS-RESPONDENT)

<u>DINGWALL</u> - Kenneth		199 - 358
Examined	24 November	1982 199-243
	25 November	1982 244-277
Cross-examined	25 November	1982 277-337
Re-examined	25 November	1982 337-351
Further cross-examined	25 November	1982 352-357
Further re-examined	25 November	1982 357-358
<u>PHILLIPS</u> - Ian Dale		359 - 382
Examined	25 November	1982 359-366
Cross-examined	26 November	1982 366-382
<u>GRIERSON</u> - Peter William		382 - 384
Examined	26 November	1982 382-384
<u>WARE</u> - Jack		384 - 391
Examined	26 November	1982 384-388
Cross-examined	26 November	1982 388-391

No.	Description of Document	Date	Page
6.	Reasons for judgment of His Honour, Mr. Justice Olney	2 February	1983 392 - 450
7.	Order and judgment by His Honour, Mr. Justice Olney	2 February	1983 451 - 454
8.	Order granting final Leave to Appeal to Her Majesty in Council	18 August	1983 455 - 456
9.	Certificate of Registrar verifying Transcript Record		457

PART 2

No.	Description of Document	Date	Page
<u>PLAINTIFF'S EXHIBITS</u>			
10.	Exhibit "1." Telex from Fares to Capt. Mata being retransmission of telex from Fares to Phillips 3 July 1979	3 July	1979 475
11.	Exhibit "2." Telex from Metro Meat Limited to Fares Rural	19 July	1979 480
12.	Exhibit "3." Telex from Dingwall to Capt. Mata	9 November	1979 521
13.	Exhibit "4." Telex from Capt. Mata to Dingwall and Phillips	28 November	1979 523
14.	Exhibit "5." Telex from Dingwall to Capt. Mata	30 November	1979 525
15.	Exhibit "6." Telex from C.I.B.S. to Bank of Adelaide	4 December	1979 526
16.	Exhibit "7." Telex from Dingwall to Capt. Mata	17 December	1979 527
17.	Exhibit "8." Telex from Capt. Mata to Dingwall	18 December	1979 528
18.	Exhibit "9." Telex from Capt. Mata to Dingwall	19 December	1979 530

No.	Description of Document	Date	Page
19.	Exhibit "10." Telex from C.I.B.S. Zurich to Capt. Mata with retransmission of telex from Bank of Adelaide to C.I.B.S. dated 15 November 1979, telex from C.I.B.S. to Bank of Adelaide 19 November 1979, and telex from C.I.B.S. to Bank of Adelaide 19 December 1979	19 December 1979	531
20.	Exhibit "11." Telex from Capt. Mata to Dingwall	20 December 1979	532
21.	Exhibit "12." Telex from Dingwall to Capt. Mata	21 December 1979	534
22.	Exhibit "13." Telex from Capt. Mata to Dingwall and Phillips	30 December 1979	535
23.	Exhibit "14." Telex from Robinson to Fares with retransmission of telex from Robinson to Capt. Mata 3 January 1980	3 January 1980	536
24.	Exhibit "15." Telex from Burton to Capt. Mata	18 January 1980	537
25.	Exhibit "16." Telex from Metro Meat Limited to Metper (Skinner & Ware)	18 January 1980	538
26.	Exhibit "17." Telex from Capt. Mata to Dingwall	23 January 1980	539
27.	Exhibit "18." Telex from Dingwall to Capt. Mata	23 January 1980	540
28.	Exhibit "19." Telex from Dingwall to Stewart Cousins	4 March 1980	549 - 550
29.	Exhibit "20." Telex C.I.B.S. to Bank of Adelaide	24 January 1980	541
30.	Exhibit "21." Telex from Capt. Mata to Dingwall	29 January 1980	545
31.	Exhibit "22." Telex from Dingwall to Fares	13 February 1980	546
32.	Exhibit "23." Telex from Fares to Dingwall	29 February 1980	547
33.	Exhibit "24." Telex from C.I.B.S. to Bank of Adelaide	3 March 1980	548

No.	Description of Document	Date	Page
34.	Exhibit "25." Telex from Dingwall to Fares	5 March	1980 551
35.	Exhibit "26." Telex from C.I.B.S. to Bank of Adelaide	5 March	1980 552
36.	Exhibit "27." Telex from Bank of Adelaide to C.I.B.S.	6 March	1980 553
37.	Exhibit "28." Telex from Fares to Gillett being retransmission of telex from C.I.B.S. to Fares 7 March 1980, telex from Fares to Bank of Adelaide 5 March 1980, telex from Bank of Adelaide to Fares 6 March 1980, telex from Fares to Bank of Adelaide 12 March 1980, and telephone from Fares to Metro Meat Limited	12 March	1980 555 - 556
38.	Exhibit "29." Telex from Fares to Dingwall	12 March	1980 557
39.	Exhibit "30." Telex from C.I.B.S. to Bank of Adelaide	13 March	1980 558
40.	Exhibit "31." Telex from Dingwall to Fares	13 March	1980 559
41.	Exhibit "32." Telex from Dingwall to Fares	14 March	1980 560
42.	Exhibit "33." Telex from Fares Australia to Capt. Mata being retransmission of telex dated 17 March 1980 from Ware to Capt. Mata	17 March	1980 561
43.	Exhibit "34." Telex from Fares to Dingwall	17 March	1980 562
44.	Exhibit "35." Telex from Dingwall to Raja	17 March	1980 563
45.	Exhibit "36." Letter from Fares Rural Co. Pty. Limited to Metro Meat Limited	21 April	1980 581 - 582
46.	Exhibit "37." Copy letter from Dingwall to Fares Enterprises	24 April	1980 583 - 584

DEFENDANT'S EXHIBITS

47.	Exhibit "38." Telex from Phillips to Fares	2 July	1979 473
-----	--	--------	----------

No.	Description of Document	Date	Page
48.	Exhibit "39." Telex from Fares to Metro Meats Ltd.	2 July	1979 474
49.	Exhibit "40." Photocopy I.M.O. contract		776 - 781
50.	Exhibit "41." Extract of contract		782 - 783
51.	Exhibit "42." Telex from Dingwall to Fares	3 September	1979 496 - 497

PLAINTIFF'S EXHIBITS

52.	Exhibit "43." Copy letter from Metro Meat Limited to Fares Enterprises	25 May	1978 465 - 469
53.	Exhibit "44." Bank Guarantee	4 July	1979 476
54.	Exhibit "45." Two Oceanic/Metro contract documents, Documents headed ANZ Bank Telex	10 April 20 March	1980 1980 564 - 577
55.	Exhibit "46." Letter of credit 79/30034 together with application and amendment advice	30 August	1979 485 - 492
56.	Exhibit "47." Telex from C.I.B.S. to Bank of Adelaide Telex from C.I.B.S. to Capt. Mata Telex from C.I.B.S. to Dingwall Letter of credit 79/30035	4 September 4 September 4 September 4 September	1979 498 - 499 1979 500 1979 501 1979 502 - 504

DEFENDANT'S EXHIBITS

57.	Exhibit "48." Copy of agreement on mutton and live sheep shipments from Australia Copy of contract of sale of mutton to Iran Copy of contract of sale live sheep to Iran	8 April 8 April 8 April	1974 458 - 459 1974 460 - 461 1974 462 - 464
-----	--	-------------------------------	--

PLAINTIFF'S EXHIBITS

58.	Exhibit "49." Contract (in Farsi)		784 - 792
59.	Exhibit "50." Telex from Capt. Mata to Fares including retransmission of telex to David Clark Bennetts	18 December	1979 529

No.	Description of Document	Date	Page
60.	Exhibit "51." Bill of lading	16 July	1980 585
61.	Exhibit "52." Defendant's answers to interrogatories sworn by K. Dingwall	23 November	1982 765 - 775
62.	Exhibit "53." (a) Statement of Defence	9 January	1981 589 - 590
	(b) Amended Statement of Defence and Counterclaim	20 March	1981 591 - 598
	(c) Re-amended Defence and counterclaim	21 April	1982 599 - 609
63.	Exhibit "54." Telex from Rachid Fares to Phillips	12 July	1979 478
64.	Exhibit "55." Telex from Phillips to Fares	13 July	1979 479
65.	Exhibit "56." Telex from Phillips to Rachid Fares	30 July	1979 481
66.	Exhibit "57." Telex from Capt. Mata to Dingwall and Phillips	1 August	1979 482
67.	Exhibit "58." Telex from Capt. Mata to Dingwall	28 August	1979 483
68.	Exhibit "59." Telex from Dingwall to Capt. Mata	29 August	1979 484
69.	Exhibit "60." Telex from Capt. Gomer to Phillips	6 September	1979 505
70.	Exhibit "61." Telex from Capt. Mata to Fares	19 September	1979 506
71.	Exhibit "62." Telex from Capt. Mata to Fares being a retransmission of telex from Capt. Mata to Lehner	19 September	1979 507
72.	Exhibit "63." Telex from C.I.B.S. to Bank of Adelaide	20 September	1979 508
73.	Exhibit "64." Telex from Phillips to Capt. Mata	20 September	1979 509
74.	Exhibit "65." Telex from Fares to Capt. Mata	20 September	1979 510
75.	Exhibit "66." Letter of credit 79/30037	21 September	1979 511 - 513
	Telex from Capt. Mata to Fares including retransmission of telex to C.I.B.S.	25 September	1979 514

No.	Description of Document	Date	Page
76.	Exhibit "67." Telex from Capt. Mata to Dingwall and Phillips	14 October 1979	515
77.	Exhibit "68." Telex from Dingwall to Capt. Mata	16 October 1979	516
78.	Exhibit "69." Telex from Capt. Mata to Dingwall and Phillips	16 October 1979	517
79.	Exhibit "70." Telex from Capt. Mata to Dingwall	26 October 1979	518
80.	Exhibit "71." Telex from Capt. Mata to Fares including retransmission of telex from Burton to Capt. Mata 1 November 1979	1 November 1979	519 - 52
81.	Exhibit "72." Telex from Metro Meat Limited to Metper (D. Skinner)	19 November 1979	522 -
82.	Exhibit "73." Telex from Capt. Mata to Dingwall and Phillips	28 November 1979	524
83.	Exhibit "74." Telex from C.I.B.S. to Capt. Mata	20 December 1979	533
84.	Exhibit "75." Telex from Fares to Dingwall	7 March 1980	554
85.	Exhibit "76." Affidavit Dr. Bahrami Kia	24 October 1980	586 - 58
86.	Exhibit "77." Affidavit Dr. Bahrami Kia	17 July 1981	739 - 75
<u>DEFENDANT'S EXHIBITS</u>			
87.	Exhibit "78." Plaintiff's Answers to interrogatories	19 November 1982	753 - 76
<u>PLAINTIFF'S EXHIBITS</u>			
88.	Exhibit "79." Telex from Dingwall to Terry Hunt	20 March 1980	578 - 58

No.	Description of Document	Date	Page
89.	Exhibit "80." K. Dingwall's diary for 1 July 1979 and 2nd July 1979	1 July 2 July	1980 1980 472
90.	Exhibit "81." Extracts of Minutes Metro Meat Limited	25 January 5 May	1980 542 - 543 1980 544
91.	Exhibit "82." K. Dingwall's diary for 30 August 1979 to 4 September 1979	30 August to 4 September	1979 1979 493 - 495
92.	Exhibit "83." Affidavit K. Dingwall	20 February	1981 610 - 738
93.	Exhibit "84." Photostat copy of entry from Dingwall's diary	30 June	1979 470
94.	Exhibit "85." Original copy of entry from K. Dingwall's diary	30 June	1979 471
95.	Exhibit "86." Telex Mr. Phillips to Mr. Fares	11 July	1979 477

PART 3

No.	Description of Document	Date	Page
1.	Writ of Summons	27 October	1980
2.	Memorandum of Appearance	14 November	1980
3.	Request for Discovery	27 January	1981
4.	Chamber Summons for Summary Judgment by Defendant	25 February	1981
5.	Summons for Directions	5 March	1981
6.	Minutes of proposed Orders	20 March	1981
7.	Consent of Richard Fares	13 April	1981
8.	Chamber Summons to re-amend Statement of Claim	15 March	1982
9.	Associates Record Certificate		
10.	Order adding Plaintiff	20 March	1981

No.	Description of Document	Date	Page
11.	Affidavit Marcus Barrit Plunkett	8 April	1982
12.	Affidavit Christopher Blackett Edmonds sworn	21 April	1982
13.	Affidavit Francis Ford Tophan sworn	6 July	1982
14.	Affidavit Christopher Blackett Edmonds sworn	7 July	1982
15.	First and second Plaintiffs List of Documents	7 July	1982
16.	Defendant's List of Documents	7 July	1982
17.	Entry for trial and Notice for Trial	6 September	1982
18.	Certificate of Readiness	6 September	1982
19.	Praecipe for Subpoena	17 November	1982
20.	Chamber Summons for Discovery	17 November	1982
21.	Affidavit Marcus Bennett Plunkett	17 November	1982
22.	Associates Record	18 November	1982
23.	Order Olney J.	18 November	1982
24.	Notice of Motion for Leave to Appeal to Her Majesty on Council	23 February	1983
25.	Affidavit Christopher Blackett Edmonds sworn	23 February	1983
26.	Exhibit CBE1		
27.	Notice of Motion for leave to Appeal to Her Majesty on Council	23 February	1983
28.	Affidavit Marcus Barrett Plunkett	23 February	1983
29.	Exhibit A		
30.	Exhibit B		
31.	Exhibit C		
32.	Minute of Proposed Amendment to Defence and Counterclaim	8 March	1983

DOCUMENT 57* - Defendants Exhibits -
Exhibit "48" Copy of agreement on mutton
and live sheep shipments from Australia,
Copy of contract of sale of mutton to Iran,
Copy of contract of sale live sheep to Iran -
8 April 1974-

a member of the Metronaut Group

METRO MEAT LTD.

2 Hurtle Square, Adelaide, South Australia
G.P.O. Box 651, Adelaide 5001. Telex 8 2218
Phone 223 1333. Telegraphic Address "Metronaut"

April 8, 1974

AGREEMENT ON MUTTON AND LIVE SHEEP SHIPMENTS FROM AUSTRALIA

Metro Meat Ltd. hereby undertakes by agreement with Mr. Rachid Fares to supply Carcase Mutton and Live Sheep from Australia until 31st December, 1976, under the following conditions:-

1. In the case of Carcase Mutton by the general conditions established and contained in the contract attached headed

CONTRACT SALE OF MUTTON TO IRAN Dated 8 April, 1974

2. In the case of Live Sheep by the general conditions established and contained in the contract attached and headed

CONTRACT OF SALE OF LIVE SHEEP TO IRAN

Dated 8 April, 1974

3. Additionally the following conditions apply for the first three shipments of live sheep and up to 5000 Metric tons of mutton.

- (a) That the supply of live sheep be governed by a ratio approximating 35 : 65 live sheep to carcase sheep.

i.e. On the placement of an order for 96000 live sheep a simultaneous order for up to 5000 Metric tons of carcase mutton be established.

- (b) The 96000 live sheep to comprise three voyages of the vessel "FARID FARES" with the first shipment as soon as can be arranged and at approximately four to six weekly intervals thereafter.

- (c) Prices of each shipment of 32000 head of sheep on the "FARID FARES" to be subject to individual shipment quotation and acceptance between Metro Meat Ltd. and Mr. Rachid Fares or his representative in Australia. Notwithstanding this however, the prices of the sheep on the 2nd and 3rd shipment are not to exceed the prices on the 1st shipment.

meat wholesalers and exporters

DOCUMENT 57* - Defendants Exhibits -
Exhibit "48" Copy of agreement on mutton
and live sheep shipments from Australia,
Copy of contract of sale of mutton to Iran,
Copy of contract of sale live sheep to Iran -
8 April 1974

AGREEMENT ON MUTTON AND LIVE SHEEP SHIPMENTS FROM AUSTRALIA

- (d) Prices for the Mutton Carcase contract be established by mutual agreement for up to 5000 tons based on this agreement and guarantee that Metro Meat Ltd will supply 96000 live sheep.
4. This agreement is signed by both parties on the understanding that both parties to this agreement will offer first option to each other party for future business of a similar nature.

METRO MEAT LTD.

SIGNED



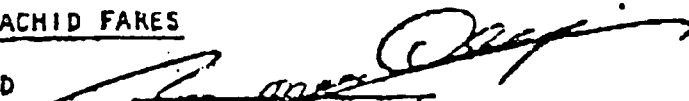
DATE

8/4/74

10

MR. RACHID FARES

SIGNED



DATE

8/4/74

DOCUMENT 57* - Defendants Exhibits -
Exhibit "48" Copy of agreement on mutton
and live sheep shipments from Australia,
Copy of contract of sale of mutton to Iran,
Copy of contract of sale live sheep to Iran
8 April 1974



a member of the Metronical Group

METRO MEAT LTD.

2 Hurle Square, Adelaide, South Australia
G.P.O. Box 631, Adelaide 5001. Telex 8 2218
Phone 223 1333. Telegraphic Address "Metronical"

8 April, 1974

CONTRACT SALE OF MUTTON TO IRAN

We confirm the following sale

- COMMODITY: Australian hard frozen bone in Mutton Carcasses.
- QUANTITY: Approximately 5000 Metric Tons.
- TYPE/
QUALITY: Wethers and Ewes, 2nd and 3rd quality Kidney, Kidney Fat and channel fat removed.
- WEIGHT RANGE: 15 to 30 Kilos (33 to 66 lbs).
- PACKING: In stockinette or polythene inner wrap and stockinette outer wrap at sellers option. 10
- SHIPMENT:
- (a) Per "FARID FARES" up to 300 metric ton parcels and other charter ships at convenient intervals by mutual agreement between the partners to this contract.
 - (b) Provisions when required, to be made by buyer for loading from two ports in Australia in the case of charter vessels.
 - (c) All shipping charges and freights after free alongside to buyers account.
- PRICE: \$ US 900 per Metric Ton net F.A.S. Australian Port. 20
- PAYMENT TERMS: On first presentation of a complete set of shipping documents against irrevocable confirmed Letter of Credit in US Dollars through the Continental Development Bank of Beirut. For negotiation by our Bankers the Bank of Adelaide, 81 King William Street, Adelaide, South Australia.

meat wholesalers and exporters

DOCUMENT 57* - Defendants Exhibits -
Exhibit "48" Copy of agreement on mutton and live sheep shipments from Australia, Copy of contract of sale of mutton to Iran, Copy of contract of sale live sheep to Iran - 8 April 1974

8 April, 1974

CONTRACT SALE OF MUTTON TO IRAN

DOCUMENTS:

In exchange of payment, the following documents will be presented.

1. Commercial Invoice in quadruplicate certified by the Chamber of Commerce.
2. Certificate of Origin in quadruplicate.
3. M.K. Certificate in quadruplicate.
4. Bill of Lading comprising 2 originals 2 copies.
5. Health Certificate in triplicate.
6. Freezing works certificate in quadruplicate.
7. Specification of Cargo and weight to be certified by General Superintendance Company of Geneva in quadruplicate.

10

GENERAL SURVEYANCE OF GENEVE:

Sellers will instruct General Superintendance Co. (Australia) Pty. Ltd. to carry out test weighing and inspection of carcasses prior to shipment and their certificate "Surveyance of Geneva" shall be regarded as buyers final evidence of satisfaction at the time of shipment. Expenses in this connection sellers account.

20

FORCE MAJEURE:

Seller is not responsible for non-delivery from Acts of God, from the elements or the acts of Governments, political or civil disturbances, stoppage or restraint of labour, unforeseen absence or withdrawal of freight facilities, or caused by strikes, fires, explosions, floods, droughts, war, riots, insurrections, lockouts, embargoes, contingencies of overland Transport, cold storage failure or any other causes beyond sellers control. Notwithstanding this clause however, the seller will do all in its power to overcome any impediments to fulfill this contract.

30

SIGNED ON BEHALF OF METRO MEAT LTD:

DATE

SIGNED ON BEHALF OF MR. RACHID FARES

DATE

[Handwritten signature]
 8/4/74
[Handwritten signature]
 8/4/74

DOCUMENT 57* - Defendants Exhibits - Exhibit "48" Copy of agreement on mutton and live sheep shipments from Australia, Copy of contract of sale of mutton to Iran, Copy of contract of sale live sheep to Iran - 8 April 1974



a member of the Metro Meat Group

METRO MEAT LTD.

2 Hurtle Square, Adelaide, South Australia
O.P.O. Box 651, Adelaide 5001. Telex 8 2218
Phone 223 1335. Telegraphic Address "Metro Meat"

8 April, 1974

CONTRACT OF SALE OF LIVE SHEEP TO IRAN

We hereby confirm the sale of live sheep to your Company:

TYPE: (a) Merino and Crossbred Wethers
(b) Crossbred and English Breed Ewes
(c) Crossbred Rams
(d) Vasectomised Merino Rams

QUANTITY: 32000 Head of Sheep

PRICE: IN AUSTRALIAN DOLLARS PER HEAD F.A.S.
(Delivered rail of ship).

<u>AVERAGE LIVE WEIGHT LBS:</u>	<u>TYPE A</u>	<u>TYPE B</u>	<u>TYPE C&D</u>	
116 - 120	17.25	16.25	17.75	10

NO SHEEP LESS THAN 50 KILOS (110lbs) ARE TO BE SUPPLIED

QUALITY: All sheep to be in hard fat healthy condition. Free of any apparent diseases and the following defects:

- (a) Blindness in one or both eyes
 - (b) Pink-eye
 - (c) Diarrhoea
 - (d) Infected shearing cuts
 - (e) Limp
 - (f) Emaciation
 - (g) Wool over 1/2" length
- 20

INOCULATION: Inoculation against anthrax to be carried out prior to shipment.

meat wholesalers and exporters

.1..

DOCUMENT 57* - Defendants Exhibits -
Exhibit "48" Copy of agreement on mutton and live sheep shipments from Australia,
Copy of contract of sale of mutton to Iran,
Copy of contract of sale live sheep to Iran -
8 April 1974

CONTRACT OF SALE OF LIVE SHEEP TO IRAN

SHIPMENT:

- (a) By "FARID FARES" or such other vessel as the buyer nominates.
- (b) Basis of sale F.A.S. (Passing Ships Side) Employment of Waterside Workers Federation labour, responsibility of agent of buyer and all expenses buyers account.
- (c) Metro Meat Ltd. to employ stockmen for the purpose of moving sheep to the ships rail.

If loading is undertaken during overtime hours Metro Meat Ltd. is to be reimbursed by the buyer on the following basis.

10

Evening Shift	-	\$10 A.C. per man
Midnight Shift	-	\$15 A.C. per man
Full night Shift	-	\$25 A.C. per man
Saturday Shift	-	\$10 A.C. per man
Sunday Shift	-	\$20 A.C. per man

- (d) Rallage and Wharfage for account of Metro Meat Ltd.

FODDER:

- (a) Good quality Lucerne or Meadow hay to be supplied at all times.
- (b) Supplied on an F.A.S. basis, which includes wharfage account.
- (c) Employment of Waterside Workers Federation Labour is the responsibility of the buyers agent and all expenses for loading and stowing on the ship is account the buyer.
- (d) Price Per LONG TON (2240 lbs) \$42 A.C. F.A.S.

20

DOCUMENTS:

1. Commercial Invoice three originals certified by Chamber of Commerce and three copies.
2. Certificate of Origin in Quadruplicate.
3. Certificate of Health in Quadruplicate.
4. Cargo Superintendents Co (Aust) Pty. Ltd. certificate of weight and survey report in quadruplicate.

30



./..



DOCUMENT 57* - Defendants Exhibits -
Exhibit "48" Copy of agreement on mutton and live sheep shipments from Australia, Copy of contract of sale of mutton to Iran, Copy of contract of sale live sheep to Iran - 8 April 1974

8 April, 1974

Sheet 3

CONTRACT OF SALE OF LIVE SHEEP TO IRAN

PAYMENT TERMS: On first presentation of a complete set of shipping documents against irrevocable confirmed Letter of Credit in Australian dollars through the Continental Development Bank of Beirut. For negotiation by our Bankers. The Bank of Adelaide, 81 King William Street, Adelaide, South Australia.


FORCE
MAJEURE:

Seller is not responsible for non-delivery from Acts of God, from the elements, or the Acts of Governments, political or civil disturbances, stoppage or restraint of labour, unforeseen absence or withdrawal of freight facilities, or caused by strikes, fires, explosions, floods, droughts, war, riots, insurrections, lockouts, embargoes, or any other causes beyond seller's control. Notwithstanding this clause however, the seller will do all in its power to overcome any impediments to fulfill this contract.

10

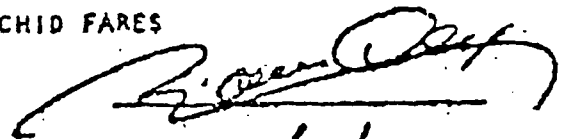
SIGNED ON BEHALF OF METRO MEAT LTD

DATE


8/4/74

SIGNED ON BEHALF OF MR. RACHID FARES

DATE


8/4/74

DOCUMENT 57* - Defendants Exhibits -
Exhibit "48" Copy of agreement on mutton
and live sheep shipments from Australia,
Copy of contract of sale of mutton to Iran,
Copy of contract of sale live sheep to Iran -
8 April 1974



a member of the Metromeat Group

METRO MEAT LTD.

102-103 Greenhill Road, Unley, South Australia, 5061
G.P.O. Box 651, Adelaide 5001. Telex 8 2218
Phone 71 0223. Telegraphic Address "Metromeat"

25th May, 1978

Fares Enterprises,
97 Eaton Place,
LONDON S.W.I.
ENGLAND

ATTENTION MR. RACHID FARES

Dear Rachid,

Jorge departed on the plane for Perth last night after spending some days in Adelaide discussing the programmes for your three vessels, and bringing himself up to-date with the current and future situation on live sheep from Australia. 10

He will no doubt advise you of his impressions and the difficulties we are having with supply, prices and the unions. We undoubtedly will have a tough time between now and August, when supply should improve with greater selection and better quality and lower prices for sheep.

Hopefully your engineers will have worked out the bugs from the ships so that they can operate regularly and close to a time schedule. I can understand how frustrated both you and Jorge have been over these past few months with the lost time due to repairs, conversions, union disruptions etc. I have been tearing what is left of my hair out on more than one occasion. The other major operators have had their share of problems as you are probably well aware. 20

Austiran have one ship sitting idle this last six days in Fremantle. No sheep have been purchased for it and no feed put on board. Rumours are that they have no contract for the vessel. The newspaper reports that Austiran have had their contracts cut to 400,000 for this coming year in Iran and their meat in store (we believe about 4,000 tons) can only be delivered to Iran after current stocks there are substantially reduced.

They are shopping around in the Meat Companies to sell space on their two Strider Class container ships for the Gulf trade, however they will find very little meat available during the next four months, because of the substantial downturn in sheep meat production in Australia at the present time.

Clausen has now definitely lost his connection with Yacoub Al Homaizi. All Yacoub's ships are now under his own management and agents etc. in Australia have all been changed as of this week. Supply of Yacoub's requirements are with Emmanuel Brothers in West Australia (Graham Dawes) and with Metro in South Australia. This change will weaken Clausens overall position in buying strength in West Australia, lack of knowledge on where and when Yacoub places his vessels and loss of Management fees in operating Yacoub's five vessels.

Clausen by the way has been selling sheep into Jeddah in large numbers between \$44 to \$48 U.S. delivered, and keeping that market at a price below what is required to make a profit on current prices for sheep in Australia. Maybe now that he can't get a higher price in Iran he will try to run at a profit in Saudi Arabia. He may be too late to do so, as Austiran I believe is now quoting into that market to utilise idle capacity.

Metro's little ship the "Merino Express" looks like being swamped in the next few months and I will have to seriously consider pulling out of that market. Jorge informs me that you both are going to Saudi to investigate possibilities for some shipments there with spare capacity on your vessels. I have told him to feel free to move into that market and not worry about Metro's position. We can drop the charter of the "Merino Express" after the next two voyages, and would probably have to anyway, as the freight costs per head on the "Merino" could never compete with the larger vessels of Clausens, Austiran and your ships.

Our mortality on the "Merino" has been averaging 6.5% over the last fourteen voyages and this has made the vessel a very marginal proposition. We also have the "Aurore" operating now on its fourth voyage (replaced the Charolais Express) carrying 11,000 head each month to Yemen. Its mortality is slightly less than 1% which is very good and highlights the difference in performance of a good and bad vessel. This vessel also carries up to 400 tons of reefer and Yemen is gradually increasing its frozen meat requirements.

Your investment of one million dollars in Metro is greatly appreciated Rachid. It gives our two companies a tangible connection which I believe will be to both companies mutual benefit in the future. Metro's results are excellent for the 10 months so far this fiscal year and will easily exceed last years record profits. The notes are trading on the stock exchange at \$1.08 at present and I expect our share price to increase substantially when we announce our years results in August.

We have established a register for our shares and notes on the Sydney and Melbourne stock exchanges and this will widen the market and increase the activity in the shares, which should bring them up to prices more in line with their true value. In the past the major institutions and investment houses were unaware of Metro Meat Ltd's performance because we were only listed on the Adelaide exchange. 10

During Jorge's stay here I mentioned to him that we had not received the balance of the outstanding amounts due from accounts supplied in 1976. These were the A/cs I gave full details on in November 1976 in Buenos Aires. Since then we sent two copies to your London office but have heard nothing since we received \$30,000 U.S. as part payment in August 1977. 20

The balance outstanding on Invoice No. 141 is \$30,803.56 Australian and the major amounts included in this figure are

	<u>\$ AUSTRALIAN</u>	
1. Agistment charges for 30,648 sheep for twenty days at Albany at \$900 per day in January 1976.	18,000.00	
2. Demurrage on the C. Rane	4,487.86	
3. Expenses of Moving the "Codan" at Geraldton.	2,152.16	
4. Balance of numerous invoices against amounts advanced on stevedoring etc. on the Farid Fares.	6,163.54	30
	<u>30,803.56</u>	

ITEM 1.

Attached is a copy of telex dated 12th January, 1976 to Peter Schupp for your attention, advising of holding and paddocking fees from 4th January at \$900 per day. At that time we were agisting sheep at three cents per night per head on farms near Albany as we had not yet purchased our own farm at King River. The Farid Fares was due in on the 2nd of January and expected to leave on the 4th January.

ITEM 1. CONT

We were advised very late in December of some delay expected but no idea of how long the delay would be. We already had the sheep purchased so we had no choice but to hold them on agistment, which was a much lower cost than bringing them into one central point and feeding them at about 8 cents per head per day. The Farid Fares finally departed on the 26th January and we incurred overall an extra 20 days agistment cost for 30,000 head at 3 cents per day totalling \$18,000.

ITEM 2.

Although you were advised by Mr. Kapoor the Manager of Ben Shipping Company in Singapore, that he did not expect there would be any demurrage charge on the charter of the C. Rane. In actual fact he sent an account for \$11,993.05 U.S. dollars. We disputed the method of calculation and were successful in reducing the charge to \$5,625 which was paid by Metro on 3rd December 1975. The correspondence and details for this are attached.

10

ITEM 3.

Is an account for moving the "Codan" a Clausen vessel which was taking up the only berth suitable for the "Farid Fares" in Geraldton when it loaded there in late July 1975. We asked Clausens to move their vessel which they agreed to do only if we paid for the cost of tugs and re mooring etc. We had no real alternative other than a choice of holding the "Farid Fares" out at sea for two more days whilst the Codan completed loading.

20

ITEM 4.

This is a balance of the numerous differences between amounts advanced by you to Metro to cover the costs of handling the Farid Fares for a number of voyages in various ports compared with the actual charges received from Port Authorities, Stevedores, Agents etc. Many of these charges were invoiced a month after the ship had departed and we were only guessing each time how much funds were needed on each occasion to cover disbursements:

This particular account Rachid has been overdue for nearly two years and I have let it go too long, partly because I have been busy and partly because I know that you and Jorge have had one hell of a time organising an office and staff to cope with this type of detail checking.

30

In mid June we review our debtors accounts for purposes of providing for bad and doubtful debts. If this is still outstanding I will have my tail wagged by the Auditors for not including it in the bad debt category.

Please give me a reply immediately on this account because it is becoming rather embarrassing to me to keep telling my staff that you will fix it when you have time to examine the details.

Attached also is an account for demurrage on the Penta from last year. We sent this account on the 17th January this year to your London Office but have not heard anything since then. The layday statements from R.E.L. are attached and also a copy of my telex to you in March 1977 where in paragraph 7 I agreed to pay the additional freight of \$125,000 if you would cover me for any demurrage incurred. I must be honest and admit (at maybe Metro's Cost) that I have no evidence by telex nor recollection of any conversation with you where you agreed to my request in the telex. This being so Rachid I will leave it up to you to decide if it is fair that you should reimburse Metro the demurrage paid. 10

Please don't feel obliged to pay it because of good relations because I know you went to a lot of trouble at the time to organise cold storage and discharge in Iran to help Metro move the product. However, whatever you decide please advise me immediately so I can anticipate payment or write the amount off to experience.

So much for the business side of things. I hope to be in England second half of August or early September and spend some time with you in London. In the meantime if you can spare some time to visit us in Australia you would be most welcome providing you don't overfeed Doreen with Oysters. 20

Look forward to meeting you anyway at the earliest opportunity, meanwhile,

I remain,

Yours sincerely,



KEN.

Enc.

DOCUMENT 52* - Plaintiffs Exhibits -
Exhibit "43" Copy letter from Metro Meat -
Ltd. to Fares Enterprises - 25 May 1978

Saturday, June 30

offered Receipt for Bulgarian

3000 Tons Bone in Beef - 6-8 Wks to ship
 OTC 35-62 kilos (150-250 kilocts)
 @ 1855 US FAS + Freight 400
 16.13 AC FAS 73/76.

3000 Tons Bphens Beef @ 2360 USFAS
 + Freight 1177

1984

El Board 300

LUNCH

~~2660~~

2230

300

2530

Bphens / 2630

70/76 Bone in - 1775 USFAS

plus freight 330

~~2105~~ 2110 USCTF

Friday, June 29

LUNCH

EVENING

EVENING

M. J. G. M. M.

Saturday, June 30

offerd Rashed for Balgamon

3000 Tons Bone In Beef 6-8 Wks to ship

QTY 35-62 KILOS (150-250 KILOKGS)

@ 1855 US FAS + Freight 400

16'3 ACFA 73°/16.

3000 Tons B/lens Beef @ 2360 US FAS

+ Freight = 81.7

1984

about 300

LUNCH

2230

300

2660

2530

B/lens

2430

70°/16 Bone In = 1775 US FAS

then freight - 330

2105 US CIF

M

EVENING

Sunday, July 1

Monday, July 2

DOMINION DAY (Canada)

100000 @ 600000 lbs. Any to 2nd Dec. 20 x 24000.
7000
5000
15000 27000

Just in. Let J D P to discuss with
Joe Thorsby 3000 ten Lamb ^{all 4 lbs}
2000 ten Hogget. ^{all 4 lbs}

Brian Andrews. 2000 ten Hogget ^{all 4 lbs}
7000

Lamb 1375 ^{45 FAS} 1230 ^{45 FAS}
1227.67 ^{45 FAS} 1098.21 ^{45 FAS}
55.676 ^{c/lb.} 49.80 ^{c/lb.}

3.00 LUNCH. 2.00
52.67 ^{c/lb.} 16.80 ^{c/lb.}

116 ^{c/Kg.} FAS ^{Adelaide} 103 ^{c/Kg.} ^{Adelaide}

Approximate	C/Daria	Del to S.A.C.S.	Del to S.A.C.S.
Subst	Weight	Weight	Weight
End Oct	1000	500	250
End Dec	1000	500	250
End Feb	500	500	250
End April		500	

3000 2000 2000 1000
M/K. 116 ^{c/Kg.} 103 ^{c/Kg.} 116 ^{c/Kg.} 103 ^{c/Kg.}
AFIK FAS Adelaide Del to S.A.C.S.

LUNCH

USCAF	1300	1690
Lamb	385	385
	1465	1305
	50	50
Lamb	1205	1205
	30	30
	1235	1235
Delivered	1375	1375

* Reached: 13200 Lamb + 10% @ 1375 USIAS
8800 Hogget + 10% @ 1230 - -
- Idea from team 1/1/74 turn off
not on we agreed.
See below 17P to team
on 2/1/74

2-300 End Aug. Off Easthamp to days
4500 End Oct. Adelaide

EVENING

EVENING

what are the Lamb,
Hogget = about \$30/ton

DOCUMENT 89* - Plaintiffs Exhibits -
Exhibit "80" K. Dingwall's diary for
1 July 1979 and 2nd July 1979

472

DOCUMENT 89* - Plaintiffs Exhibits -
Exhibit "80" K. Dingwall's diary for
1 July 1979 and 2nd July 1979

TELEX MESSAGE TELETYPE

IN TLX 1.31733
METMEAT AA9221B
GA
51918842+
918842 FARES G
METMEAT AA9221B 2/7/79 1703HRS

RACHID, I HAVE RECEIVED A PHONE CALL FROM KEN ADVISING THAT THE J.M.O. HAS AGREED TO TAKE UP FROM YOU 20,000 T PLUS OR MINUS 10 PER CENT OF FROZEN LAMB AND HOGGETS. FINAL PRICE STILL TO BE NEGOTIATED.

WOULD APPRECIATE RECEIVING FROM YOU AT YOUR EARLIEST CONVENIENCE FULL DETAILS AND SPECIFICATION. ABOUT 10 DAYS AGO WHEN WE WERE LOOKING AT 15000 TONS I SPOKE WITH BLUE STAR LINE FOR A CONTAINER/CONVENTIONAL LOADING SCHEDULE, IN WHICH THEY CAME UP WITH THE FOLLOWING:

TO LIFT 15,000 TONNES OF CARCASE LAMB STOWING ABOUT 125CBFT SPREAD OVER PERIOD AUGUST 1979 - APRIL 1980

LOADING 1-2 PORTS ADELAIDE AND/OR FREMANTLE.

DISCHARGING 1 PORT IRAN (BANDAR SHAHPOUR)

SCHEDULES FOR LOADING. WE SUGGEST AS FOLLOWS:

2,000 TONNES CARCASE LAMB IN 220 TONNES LOTS IN CONTAINERS APPROX EVERY 30 DAYS COMMENCING AUGUST 1979 COMPLETING APRIL 1980 - AND 13,000 TONNES TO BE CARRIED IN CONVENTIONAL TONNAGE:

3,000 TONNES	IN	AUGUST 1979
2,500	"	OCTOBER 1979
2,500	"	DECEMBER 1979
2,500	"	FEBRUARY 1980
2,500	"	APRIL 1980

FREIGHT FOR CONTAINERS: A.C. 36.2 PER KILO PLUS 4.7 PCT BAF. CAF CURRENTLY UNDER REVIEW BUT FOR THIS EXERCISE WILL EXCLUDE COMPLETELY.

FREIGHT FOR CONVENTIONAL: AUGUST SHIPMENT 1979 US\$335 PER TONNE FULL LINER TERMS BOTH ENDS FOR REMAINDER SHIPMENTS US\$385 PER TONNE FULL INER TERMS BOTH ENDS. FOR ALL 5 CONVENTIONAL SHIPMENTS DISCHARGE TO BE AT RATE OF 200 TONNES PER WEATHER WORKING DAY FRIDAYS AND HOLIDAYS EXCLUDED. ALL TIME WAITING FOR BERTH AT DISCHARGE PORT WHETHER VESSEL IN PORT OR NOT TO COUNT AS LAY-TIME. DEMURRAGE AT US\$6,500 PER DAY OR PRO RATA.

WE WOULD BE MOST INTERESTED TO HEAR YOUR VIEWS ON OUR PROPOSALS ESPECIALLY AS TO THE PROPORTIONAL SPLIT BETWEEN CONTAINER/CONVENTIONAL SHIPMENTS. THE ABOVE WE MUST STRESS IS PURELY A SUGGESTION AS TO HOW WE, BLUE STAR LINE, WOULD BE ABLE TO CARRY YOUR CONTRACT FOR 15,000 TONNES CARCASE LAMB

UNQUOTE

I HAVE TODAY GONE BACK TO THEM ON THE BASIS OF 21000 TONS, FOR A SIMILAR TYPE REPLY. WHEN DETAILS ARE RECEIVED TOMORROW I WILL REVERT TO YOU, WHICH HOPEFULLY CAN ASSIST YOU IN YOUR NEGOTIATIONS ON FREIGHTS, DEMURRAGE ETC

X MESSAGE TELETYPE

VMT @
METMEAT AA82218
918842 FARES G

2/7/79

ATTN: MR IAN PHILLIPS

THANKS YOUR TLX TODAY CONCERNING MEAT CONTRACT WITH I.M.O.

PLEASE BE INFORMED THAT CONTRACT FOR 13,200T OF LAMB AND
8,800T OF HOGGET HAS ALREADY BEEN SIGNED AFTER MR FARES OBTAINED
FROM MR DINGWALL FINAL QUOTATIONS OF USDLRS 1,375/METRIC TON
FAS FOR LAMB AND USDLRS 1,230/METRIC TON FAS FOR HOGGET.

THE 10 PERCENT BANK GUARANTEE OF WHICH MR DINGWALL IS AWARE
HAS ALSO BEEN SUBMITTED.

MR FARES AND MR DINGWALL ALSO AGREED THAT METRO MEAT SHOULD NOT
LOOK FOR VESSELS AS THIS WOULD BE DONE FROM OUR END. 10

WHILE WE THANK YOU FOR THE ENQUIRIES YOU HAVE DONE SO FAR
IN RESPECT OF LOOKING FOR VESSELS WE WOULD GREATLY APPRECIATE
IF YOU DO NOT PURSUE THESE ENQUIRIES FURTHER AND SHOULD WE NEED
ANY ASSISTANCE IN THIS RESPECT WE WOULD NOT FAIL TO CALL ON YOU.

TOMORROW MR FARES WILL BE IN LONDON THE WHOLE DAY AND YOU WILL
RECEIVE FULL SPECIFICATIONS AND APPROXIMATE LOADING DATES.

KINDEST REGARDS

RACHID FARES

918842 FARES G@
METMEAT AA82218

DOCUMENT 10* - Plaintiffs Exhibit -
Exhibit "1" Telex from Fares to Capt.
Mata being retransmission of telex from
Fares to Phillips - 3 July 1979

FLWG TLX HAS BEEN SENT TO MM THIS AFTERNOON

Q U O T E

3/7/79

WE RETRANSMIT FWLG FROM MR FARES TO MR IAN PHILLIPS.

GOOD AFTERNOON.

THANK YOU FOR YOUR ASSISTANCE IN OUR NEGOTIATIONS ON FREIGHT.

COMPLEMENTING THE INFORMATION GIVEN IN THE TELEX SENT TO YOU
YESTERDAY, MR DINGWALL AND US HAVE FINALLY AGREED ON FAS PRICES
FOR LAMB AND HOGGET AS WELL AS ON SPECIFICATIONS AND PROGRAM
OF DELIVERIES BEFORE OUR LAWYER SIGNED THE AGREEMENT WITH
I.M.O. IN TEHRAN AND SUBSEQUENTLY SUBMITTED THE 10 PERCENT
BANK GUARANTEE.

10

FOR GOOD ORDER'S SAKE HEREAFTER ARE THE MAIN POINTS ON WHICH WE
AGREED:

A

QUANTITIES:

13,200 METRIC TON LAMB AND 8,900 METRIC TONS HOGGET CARCASSES

B

PRICES:

USDLR 1,375/METRIC TON FAS FOR LAMBS

USDLR 1,230/METRIC TON FAS FOR HOGGET

C

SPECIFICATIONS:

YOUNG LAMBS, AGED 6-11 MONTHS, CARCASS WEIGHT APT 12KGS TO APT
18 KGS, MEAN AVERAGE WEIGHT APT 15 KGS FOR THE TOTAL CONTRACT.

YOUNG HOGGETS, AGED 1-2 YEARS, CARCASS WEIGHT 12-22KGS, MEAN
AVERAGE WEIGHT APT 17 KGS FOR THE TOTAL CONTRACT.

CARCASSES MUST BE CLEAN WITHOUT HEAD, LEGS, TAIL, OFFALS,
KIDNEYS AND KIDNEY FAT.

APT 80 PERCENT MALE, APT 20 PERCENT FEMALE.

THE CARCASSES SHOULD BE OBTAINED FROM GOOD QUALITY ANIMALS KILLED

ACCORDING TO ISLAMIC RITE, THE CERTIFICATE OF ISLAMIC KILLING

MUST BE CERTIFIED BY ISLAMIC GROUP IN AUSTRALIA AND BY THE

EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN.

20

30

D

PROGRAM OF DELIVERIES:

APT 2,000 -3,000T (PREFERABLY 3,000T) TO BE LOADED END AUGUST
BEGINNING SEPTEMBER 1979, IN ONE BOTTOM.

APT 4,000/4,500 T TO BE LOADED END OCTOBER 1979, IN ONE BOTTOM,
SAME VSL TO EFFECT CONSECUTIVE TRIPS UNTIL FINALISING CONTRACT.

WE ALSO AGREED WITH MR DINGWALL THAT IF VSL IS DISCHARGED IN
LESS THAN 40 DAYS WE WOULD PAY METRO MEAT A BONUS WHICH WILL BE
LEFT TO OUR DISCRETION BECAUSE, DUE TO DIFFICULTIES IN CONTRACT
INCLUDING BIG RISKS OF SLOW DISCHARGING PROVOKING DELAYS WHICH
WILL NOT BE COMPENSATED BY DEMURRAGES. MR DINGWALL ACCEPTED
A LAST MINUTE DISCOUNT ON LAMB PRICES.

40

NOW WE ARE LOOKING FOR VSLs TO SUIT THE DELIVERIES PROGRAM
AND WILL KEEP YOU INFORMED.

THANK YOU AGAIN FOR YOUR COOPERATION AS ALWAYS.

BEST PERSONAL REGARDS

RACHID FARES

U N Q U O T E

TOMORROW WE SHALL RETRANSMIT TWO OTHER TLXS

RGDS

FARES AA93087
918842 FARES GWF

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 10 1979	
FBI - MEMPHIS	

DOCUMENT 10* - Plaintiffs Exhibit -
Exhibit "1" Telex from Fares to Capt.

475 Mata being retransmission of telex from
Fares to Phillips - 3 July 1979

Bank Mellî Iran
P.O. Box

Teheran / Iran

4 July 1979 st

TELEX CONFIRMATION

We hereby issue our Irrevocable Guarantee No. 79/50014 as follows:

Referring to the contract concluded between Iranian Meat Organization and Rachid Fares Enterprise we do hereby become surety for Rachid Fares Enterprise up to the amount of US\$ 3'660'000.-- to assure good execution of the engagements entered into by Rachid Fares Enterprise in respect of the supply of about 20'000 metric tons of Australian Frozen Meat. We undertake to pay any sum claimed by you up to the above-indicated limit should the afore-mentioned contractor fail to carry out the agreed obligation. Payment will be made immediately upon your giving us notice of the fact mentioning the reason of the claim. Without being necessary for you to adduce any proves in support of your claim, this letter of Guarantee is valid up to the close of business on 22 July 1980 and will be extendible for any periods requested by Iranian Meat Organization..In consideration of your issuing at our request a guarantee in favour of Iranian Meat Organization for the amount of US\$ 3'660'000.-- we hereby undertake to indemnify you against all losses expenses or damages which may arise out of any claim made as a result of your giving a guarantee and we hereby undertake to reimburse you without delay and your first demand any amount you may be called upon to pay under the said guarantee. We further agree that any request made upon you by the beneficiaries for payment of any sum shall constitute a sufficient authority to you for making such payment without any obligation on your part to inquire whether such amount is in fact due to them. While this indemnity covers payment by us to you in the event stated above it must be understood that our liability hereunder shall not exceed the aggregate amount of US\$ 3'660'000.--. We finally agree that this indemnity as well as all matters connected therewith shall be construed and decided in conformity with the Iranian Law. This counter indemnity is valid until 22 July 1980 (plus 15 days for mailing time) and will be extendible for any periods requested by you.

Yours very truly,

CONTINENTAL ILLINOIS BANK
(SWITZERLAND)

DOCUMENT 95* - Plaintiff Exhibits -
Exhibit "86" Telex Mr Phillips to
Mr Fares - 11 July 1979

TO 918842 FARES G.
METMEAT AA82218 11/7/79 1439

ATTN: MR RACHID FARES

RACHID, RE IRAN CONTRACT, ONE OF THE REQUIREMENTS OF DOCUMENTATION THAT YOU WILL BE AWARE OF IS THAT THE MK CERTIFICATE ALSO BE CERTIFIED BY THE EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN.

WE HAVE NOW BEEN ADVISED THAT THIS CERTIFYING OF CERTIFICATE BY THE IRANIAN EMBASSY, ALSO INCLUDES AN OVERSTAMPING SHOWING THE SLAUGHTER HOUSE AT WHICH THE ANIMALS HAVE BEEN SLAUGHTERED, IS IN ACCORDANCE WITH AND APPROVED FOR SLAUGHTER TO IRAN (I.E. ALL MOSLEM SLAUGHTER REQUIREMENTS BEING IN ORDER.)

UNFORTUNATELY, THE EMBASSY IN CANSERRA DOES NOT HAVE A LIST OF APPROVED ESTABLISHMENT, -.(@+918842 FARES G
WILL START TAPE AGAIN

10

ATTN: MR RACHID FARES

RACHID, RE IRAN CONTRACT, ONE OF THE REQUIREMENTS OF DOCUMENTATION THAT YOU WILL BE AWARE OF IS THAT THE MK CERTIFICATE ALSO BE CERTIFIED BY THE EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN.

WE HAVE NOW BEEN ADVISED THAT THIS CERTIFYING OF CERTIFICATE BY THE IRANIAN EMBASSY, ALSO INCLUDES AN OVERSTAMPING SHOWING THE SLAUGHTER HOUSE AT WHICH THE ANIMALS HAVE BEEN SLAUGHTERED, IS IN ACCORDANCE WITH AND APPROVED FOR SLAUGHTER TO IRAN (I.E. ALL MOSLEM SLAUGHTER REQUIREMENTS BEING IN ORDER.)

20

UNFORTUNATELY, THE EMBASSY IN CANBERRA DOES NOT HAVE A LIST OF APPROVED ESTABLISHMENT, AND THE AUSTRALIAN MEAT AND LIVESTOCK CORPORATION THROUGH ITS MIDDLE EAST REPRESENTATIVE IN TEHRAN, HAS MADE REPEATED REQUESTS TO THE I.M.P. THAT THEY SUBMIT A LIST TO THEIR EMBASSY IN CANBERRA, TO NO AVAIL.

AS THIS IS MAKING IT VERY DIFFICULT FOR US TO COMMENCE PRODUCTION ON LAMB/HOGGET, AND TIME IS ALSO DIMINISHING, WOULD YOU PLEASE ENDEAVOUR TO USE YOUR INFLUENCE IN ARRANGEING FOR THE I.M.O. TO INSTRUCT THEIR AUSTRALIAN EMBASSY URGENTLY FULL DETAILS

30

DO YOU HAVE ANY DETAILS RELATIVE TO SHIPS SCHEDULES

REGARDS
IAN PHILLIPS

CORRECTION THIRD PARAGRAPH 4TH LINE IMP SHUD READ IMP...TKU
METMEAT AA82218
918842 FARES G

DOCUMENT 95* - Plaintiff Exhibits -
Exhibit "86" Telex Mr Phillips to
Mr Fares - 11 July 1979

DOCUMENT 63* - Plaintiffs Exhibits -
Exhibit "54" Telex from Rachid Fares
to Phillips - 12 July 1979

MEAT AA82218
918842 FARES G

12 JULY 79

ATTN MR IAN PHILLIPS

GD AFTERNOON AND TKS YRTLX YESTERDAY

A

RE MK:

AS REQUESTED IN YRTLX WE APPROACHED IMO WHO ARE NOW DOING
URGENT INTERVENTION IN THIS RESPECT.

IMO CLAIMS EMBASSY IS NOT INTERFERING IN THE ACTUAL
DETAILS OF SLAUGHTERING. HOWEVER, TODAY AND TOMORROW
BEING THE IRANIAN WEEKEND WE SHLD NOT EXPECT FURTHER NEWS BEFORE
SUNDAY/MONDAY WHEN SAID NEWS WILL BE COMMUNICATED TO CAP MATA
DIRECTLY FROM TEHRAN.

B

RE SHIPS SCHEDULE:

IN OUR TLX DATED JULY 3 WE ALREADY GAVE YOU THE SCHEDULE.
NOW WE HAVE THE CHOICE BETWEEN TWO VSLS, BOTH HAVING A CAPA-
CITY OF APPROX 3,000 TNS (SIMILAR TO THE BLUE STAR LINE VSL
YOU PROPOSED), ONE CAN START LOADING LATE AUG WHILE THE OTHER
CAN START EARLY SEP.

PLS INFORM WHICH ONE OF THESE TWO POSITIONS YOU PREFER AND
WE WILL THEN FIX THE VSL.

C

KINDLY KEEP CAP MATA FULLY INFORMED AS THE MATTER WILL BE HANDLED
FROM HIS END, ALSO I MIGHT BE AWAY FOR A WEEK OR TWO.

D

I UNDERSTOOD FROM MR DINGWALL BEFORE HE LEFT ADELAIDE THAT HE
WILL BE IN UK DURING SECOND HALF JULY AND FIRST HALF AUG.
CAN YOU PLS CONFIRM WHEN HE WLD ACTUALLY BE IN LONDON.

BEST REGARDS

RACHID FARES

⊕

METMEAT AA82218
918842 FARES G

WELL RECEIVED PLS?++~~++~~

METMEAT AA82218
918842 FARES GMT ⊕

DOCUMENT 63* - Plaintiffs Exhibits -
Exhibit "54" Telex from Rachid Fares
to Phillips - 12 July 1979

ESSAGE TELEX MESSAGE TELEX

DOCUMENT 64* - Plaintiffs Exhibits -
Exhibit "55" Telex from Phillips to
Fares - 13 July 1979

X MESSAGE TELEX MES:

GA
020
INTLX 1941725 ☼
METMEAT AA82218
GA
51918842+
918842 FARES G
METMEAT AA82218

13/7/79

1658HRS

ATTN: MR RACHID FARES

GOOD MORNING RACHID AND THANKS YT ADVISING RE MK SLAUGHTER.
HOPEFULLY WE WILL GET A BLANKET COVER, AS ONLY 3 OF OUR 5
ESTABLISHMENTS WERE INSPECTED BY THE IRANIAN AYATOLLAH'S WHEN RECENT-
LY IN AUSTRALIA, AND WE NEED EVERY PLANT AVAILABLE TO FULFIL OUR 10
COMMITMENTS.

RE SHIPS SCHEDULE, YOUR TLX JULY 3 TO HAND AND UNDERSTOOD. ACTUALLY
I WAS REFERRING TO WETHER A VESSEL HAD BEEN NOMINATED AS YET.

DUE TO INDUSTRY STRIKES, DETAILS REQUIRED ON MK SLAUGHTER, AND
SLOW TAKE OFF OF LAMB SEASON, SUGGEST VESSEL BE NOMINATED FOR 20
EARLY SEPTEMBER.

KEN DINGWALL IS LEAVING NEW YORK TODAY, AND IS DUE LONDON 2100HRS
FRIDAY 13TH, STAYING AT 'INN ON THE PARK' - TEL (01) 499-0888

REGARDS
IAN PHILLIPS
METMEAT AA82218☼
918842 FARES G

DOCUMENT 64* - Plaintiffs Exhibits -
Exhibit "55" Telex from Phillips to
Fares - 13 July 1979

FM: AUSTRALIA

TELEX MESSAGE TELE

MESSAGE TELEX MESSAGE

OF
FARES AA93037
METMEAT AA82218

9/7/79 1730HRS

MESSAGE TO: FARES RURAL CO, PERTH
FROM: METRO MEAT LTD., ADELAIDE

WE WISH TO CONFIRM THE TERMS AND CONDITIONS OF CONTRACT FOR
IRAN AS UNDER:-

A
QUANTITIES:
13,200 METRIC TONS LAMB AND 8,800 METRIC TONS HOGGET CARCASSES

B
PRICES:
USDLR 1,375/METRIC TON FAS FOR LAMBES
USDLR 1,230/METRIC TON FAS FOR HOGGET

C
SPECIFICATIONS:
YOUNG LAMBES, AGED 6-11 MONTHS, CARCASS WEIGHT ABT 12KGS TO ABT
18KGS, MEAN AVERAGE WEIGHT ABT 15 KGS FOR THE TOTAL CONTRACT.
YOUNG HOGGETS, AGED 1-2 YEARS, CARCASS WEIGHT 12-22KGS, MEAN
AVERAGE WEIGHT ABT 17 KGS FOR THE TOTAL CONTRACT.
CARCASSES MUST BE CLEAN WITHOUT HEAD, LEGS, TAIL, OFFALS,
KIDNEYS AND KIDNEY FAT.
ABT 80 PERCENT MALE, ABT 20 PERCENT FEMALE.
THE CARCASSES SHOULD BE OBTAINED FROM GOOD QUALITY ANIMALS KILLED
ACCORDING TO ISLAMIC RITE, THE CERTIFICATE OF ISLAMIC KILLING
MUST BE CERTIFIED BY ISLAMIC GROUP IN AUSTRALIA AND BY THE
EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN.

D
PROGRAM OF DELIVERIES:
ABT 2,000-3,000T (PREFERABLY 3,000T) TO BE LOADED END AUGUST
BEGINNING SEPTEMBER 1979, IN ONE BOTTOM.
ABT 4,000/4,500 T TO BE LOADED END OCTOBER 1979, IN ONE BOTTOM,
SAME VSL TO EFFECT CONSECUTIVE TRIPS UNTIL FINALISING CONTRACT.

ACCORDINGLY WE WILL SHIP MAXIMUM TONNAGE AVAILABLE BY THE FIRST
VESSEL AT THE BEGINNING OF SEPTEMBER.

REGARDS
IAN PHILLIPS
EXPORT MANAGER

CORR. D. PLS READ AUGUST NOT QUGUST THKS
METMEAT AA82218
FARES AA93087

10
20
30

DOCUMENT 65* - Plaintiffs Exhibits -
Exhibit "56" Telex from Phillips to
Rachid Fares - 30 July 1979

913842 FARES G
METMEAT AA92218

(10)

30/7
1-25pm

ATTN MR RACHID FARES

RACHID, I WAS ADVISED BY BLUE STAR LINE, AUSTRALIA LAST WEEK THAT THE 'ALMERIA STAR' HAD BEEN TIME CHARTERED TO LIFT THE FIRST PARCEL OF LAMB/HOGGETT - E T A ADELAIDE EARLIEST 1ST SEPTEMBER

1. PLEASE ADVISE WHO IS TO ACT AS CHARTERERS AGENT HERE IN AUSTRALIA
2. IS THIS VESSEL ALSO GOING TO MAKE SUBSEQUENT SAILINGS TO AUSTRALIA OR DO YOU HAVE AN SUPPLEMENTARY VESSEL TO NOMINATE

RE M.K. SLAUGHTER, WE HAVE BEEN ADVISED BY A.M.L.C. THAT OUR MAIN PLANT IN SOUTH AUSTRALIA HAS NOW BEEN DELISTED BY IRANIAN AUTHORITIES AS BEING UNACCEPTABLE, WHEREAS LASH WEEK IT HAD BEEN NOMINATED AS ONE OF THE TWO MOST PERFECT ESTABLISHMENTS IN AUSTRALIA.

-10

THE A.M.L.C. ALSO ADVISED THEY HAVE BEEN ADVISED BY THE I.M.O. THEY WILL ACCEPT PRODUCT FROM ESTABLISHMENTS AS STATED BY THE IRANIAN GOVERNMENT ONLY AND THEY DO NOT WISH TO BECOME INVOLVED IN ANY FIGHT WITH THE HI-GOVERNMENT.PNI
CAN YOU PLEASE FOLLOW THROUGH ON OUR BEHALF AS IT IS MAKING IT VERY DIFFICULT TO SUPPLY LAMBS AND ALSO MAKE ALTERNATIVE ARRANGEMENTS FOR SLAUGHTER, IF THESE PEOPLE CANNOT MAKE UP THEIR MINDS. AS TO WHAT IS ACCEPTABLE

-20

WE ALSO BELIEVE THAT YOURSELF AND CLAUSEN ARE TO MEET ALL COSTS OF A RELIGIOUS SUPERVISORY PARTY COMING OUR FROM IRAN TO INSPECT AND APPROVE SUPPLEMENTARY ESTABLISHMENTS. PLEASE ADVISE ANY DETAILS OF INTEREST

REGARDS
IAN PHILLIPS

30/7/79

PLS NOTE NO 2 LINE 10 SHOULD READ '' IN ANY FIGHT WITH THE GOVERNMENT.

913842 FARES G
METMEAT AA92218

MESSAGE TELETYPE

DOCUMENT 65* - Plaintiffs Exhibits -
Exhibit "56" Telex from Phillips to
Rachid Fares - 30 July 1979

DOCUMENT 66* - Plaintiffs Exhibits -
Exhibit "57" Telex from Capt. Mata to
Dingwall and Phillips - 1 August 1979

MESSAGE TELETYPE

FREMANTLE 1/3/79

ATT: MR KEN DINGWALL/MR IAN PHILLIPS
FM: CAP MATA

1/3
1240pm

REF YR TX DD 30/7/79 SENT TO MR FARES WITH COPY TO US: NOTED
WITH TKS.

REF POINT 1: DALGETY SHIPPING WILL BE OUR AGENTS IN ADELAIDE -
I SHALL INFORM YOU IN DUE COURSE OF OUR SHIPPING AGENT IN FREMANTLE
IN CONNECTION WITH POSSIBLE MEAT SHIPMENTS FM W.A.

CAP DAVID GOMER, OUR SOUTH AUSTRALIAN MANAGER WILL BE IN CLOSE
CONTACT WITH YR MR V BURTON AND WITH DALGETY SHIPPING - ADELAIDE
TO ATTEND TO ANY PROBLEMS REF SHIPPING MATTERS.

10

WE SHALL INFORM YOU IN DUE COURSE OF THE PERSON/S APPOINTED BY
FARES RURAL CO TO EXECUTE QUANTITY/QUALITY CONTROL OF MEAT
SUPPLIED BY METRO MEAT TO FARES RURAL UNDER PRESENT CONTRACT.

20

WE TRUST THAT POINT 2 PLUS OTHER COMMENTS WILL BE ANSWERED BY
MR RACHID FARES FM LND.

KIND REGARDS:
METMEAT AA92218
FARES AA93087

DOCUMENT 66* - Plaintiffs Exhibits -
Exhibit "57" Telex from Capt. Mata to
Dingwall and Phillips - 1 August 1979

DOCUMENT 67* - Plaintiffs Exhibits -
Exhibit "58" Telex from Capt. Mata to
Dingwall - 28 August 1979

TELEX MESSAGE TELETYPE

TO: - AUSTRALIA 134

GA
82218
METMEAT AA82218
FARES AA93037
FREMANTLE 28/8/79

ATT: MR KEN DINGWALL
FM: CAP MATA

M/V ALMERIA STAR.

KINDLY INFORM AS FOLLOWS:

- 1) TOTAL QUANTITY OF LAMBS TO BE LOADED IN ADELAIDE
- 2) " " " HOGGETS " " " " "
- 3) " " " " " " " " " " " " " " "
- 4) " " " " " LAMBS " " " " " " " " " " " " " " "

5) MINIMUM AMOUNT OF TNS. YOU'LL BE ABLE TO SUPPLY PER DAY.

6) WHAT DAY YOU'LL BE IN A POSITION TO START LOADING.

KIND REGARDS:
METMEAT AA82218
FARES AA93087

HARVEY FARMS EXPORTERS OF AUSTRALIA PTY. LTD.	
NO	28/8/79
DEPT.	X
PERSONAL DEP.	
TECHNICAL DEP.	
LEGAL DEP.	
RESEARCH	
REC. DEP.	
PAID:	
CHECK:	

DOCUMENT 68* - Plaintiffs Exhibits -
Exhibit "59" Telex from Dingwall to
Capt. Mata - 29 August 1979

93017
FARES AA93087
METMEAT AAB2218

(20)
29/8/79 1419HMS

ATTN: CAPT MATA

M/V "ALINERIA STAR"

1) TOTAL ESTIMATED QTY LAMBS LOADING ADELAIDE	2050 TONS
2) TOTAL ESTIMATED QTY HOGGETS LOADING ADELAIDE	250 TONS
TOTAL ADELAIDE	2300 TONS

3) TOTAL ESTIMATED QTY LAMBS LOADING FREMANTLE	200 TONS
4) TOTAL ESTIMATED QTY HOGGETS LOADING FREMANTLE	600 TONS
TOTAL FREMANTLE	800 TONS

TOTAL LOADING ON VESSEL	2250 TONS LAMBS	
	850 TONS HOGGETS	
TOTAL	3100 TONS	

5) EXPECTED MAXIMUM LOADING IN ADELAIDE PER DAY COMMENCING 10TH SEPTEMBER 450 TON PER DAY OVER 2 SHIFTS.

THIS SHOULD CLEAR THE VESSEL TO SAIL SATURDAY NOON 15TH SEPTEMBER AND DOCK TUESDAY 18TH V SEPT FREMANTLE. PLEASE CHECK WITH J. WARE FOR ESTIMATE OF DAILY TONNAGE SUPPLY RATE TO VESSEL IN FREMANTLE.

6) WE HAVE BASED OUR TONNAGE AVAILABLE ON COMMENCING LOADING IN ADELAIDE 10TH SEPTEMBER BUT ARE PREPARED TO COMMENCE LOADING EARLIER IF AT LOWER TONNAGE RATE PER DAY AVOIDING OVERTIME IN STORES AND SHIFT PENALTY RATES ON WHARF WHICH COULD BE AN ADVANTAGE PROVIDING OF COURSE THIS DOES NOT COST YOU EXTRA ON THE VESSEL. NOT KNOWING YOUR CHARTER TERMS WE CANNOT ADVISE YOU ON THIS POINT.

7) BASED ON ABOVE PLEASE ENSURE THAT THE IRREVOCABLE L/C IS
(A) MADE OUT DIRECT TO METRO MEAT LTD
(B) FOR ABOUT 2250 TONS LAMB AND ABOUT 850 TONS OF HOGGETS
(C) PRICE PER TONNE FOR LAMBS IS \$1375 U.S. F.A.S. FOR LAMBS AND \$1230 U.S. F.A.S. FOR HOGGETS
(D) TOTAL VALUE IS AT ABOUT \$4,250,000 U.S. DOLLARS
(E) VALIDITY BE UNTIL 30TH SEPTEMBER 1979.
(F) PARTIAL SHIPMENTS PERMITTED (TO ALLOW SPLIT NEGOTIATION OF DOCUMENTS)

ALL OF THE ABOVE IN ADDITION TO YOUR REQUESTED ALTERATIONS AS PER YOUR TELEX TO IRAN ON 24/8/79

8) HAVE BEEN UNABLE TO TALK TO RACHID WHO IS STILL ON HIS YACHT IN SPAIN. HIS SECRETARY IS TRYING TO REACH HIM TO ASK HIM TO PHONE ME IN ADELAIDE.

HOWEVER WE MUST HAVE FULL DETAILS OF LETTER OF CREDIT TELEXED TO OUR BANK BY NEXT MONDAY 3RD SEPTEMBER OTHERWISE I WILL HAVE NO ALTERNATIVE BUT TO STOP PRODUCTION AT ALL PLANTS.

YOU MUST UNDERSTAND THAT METRO IS NOT PREPARED TO STICK ITS NECK OUT ANY FURTHER IN PRODUCING LARGE TONNAGES OF MEAT FOR A COUNTRY SUCH AS IRAN WITH ALL ITS INTERNAL TROUBLES WITHOUT A LETTER OF CREDIT COVERING THE FIRST SHIPMENT.

9) AT THE SAME TIME I WOULD APPRECIATE YOU REQUESTING THAT THE SECOND LETTER OF CREDIT BE IN OUR HANDS NO LATER THAN THE 15TH SEPTEMBER COVERING THE SECOND SHIPMENT WHICH WAS ORIGINALLY PLANNED FOR END OF OCTOBER BUT WHICH NOW MAY BE LATER IF THE "ALINERIA STAR" IS TO CARRY THE MEAT.

IF THERE IS APPROXIMATELY 2 MONTHS BETWEEN EACH SHIPMENT THEN WE ESTIMATE 2700 TONS OF LAMB AND 1300 TONS OF HOGGET FOR THE SECOND SHIPMENT WHICH WILL REQUIRE AN L/C FOR 5,400,000 US DOLLARS

KIND REGARDS
KEN DINGWALL
METMEAT AAB2218
FARES AA93087

DOCUMENT 68* - Plaintiffs Exhibits -
Exhibit "59" Telex from Dingwall to
Capt. Mata - 29 August 1979

MESSAGE TELEX MESSAGE TELEX MESSAGE TELEX MESSAGE TELEX MESSAGE

10

20

30

40

50

DOCUMENT 55* - Plaintiffs Exhibits -
 Exhibit "46" Letter of Credit 79/30034
 together with application and amendment
 advice - 30 August 1979

CONFIDENTIAL ILLINOIS BANK (SWITZERLAND)
 P.O. Box 100, Bahnhofstrasse 18, 8002 Zurich, Tel. (01) 274910, Telex 51448, Cable COFIN SWITZ
 Zurich, 30 August 1979 at

UNWIDERRUFLICHES DOKUMENTEN-AKKREDITIV IRREVOCABLE DOCUMENTARY CREDIT <small>Assuwendende Bank / Adverting bank</small>	<small>Akkreditiv Nummer / Credit number</small> LC 79/30034 <small>der eröffnenden Bank / of issuing bank ; der assuwendenden Bank / of advising bank</small> <small>Auftraggeber / Applicant</small>
REGISTERED Bank of New South Wales 22 High Street Fremantle / W. Australia	Rachid Fares Enterprises Beirut / Lebanon
<small>Begünstigter / Beneficiary</small> Fares Rural Co. Pty. Ltd. 16 Mouat Street Fremantle / Australia	<small>Betrag / Amount</small> US\$*4'550'000. US\$4,550,000.00 <small>Datum / Date</small> 20 July 1980 <small>in</small> Fremantle
Sehr geehrte Herren, / Gentlemen, Wir eröffnen hiermit dieses Dokumenten-Akkreditiv zu Ihren Gunsten, / We hereby issue in your favour this documentary credit benutzbar durch XXXXXXXXXXXXXXXXXXXX / Zahlung which is available by XXXXXXXXXXXXXXXXXXXX / Payment gegen against Präsentation folgender Dokumente: Presentation of the following documents: 1.) Invoice in 3 copies, 2 certified by the local Chamber of Commerce. 2.) Full set of CLEAN ON BOARD Bill of Lading, marked Freight Prepaid, issued or endorsed to order of Bank Markazi Iran, Teheran, indicating LC No. 02/96859, Custom Tariff No. 02/01. 3.) Cert. of Origin in 2 copies issued by the local Chamber of Commerce confirming goods originated in Australia. 4.) Islamic Slaughtering Certificate issued by Islamic community of the country of origin and certified by Islamic Republic Consulate of Iran. 5.) Cert. of number of carcasses, gross and net weight for each shipment issued by the authorities of Australian government in 2 copies. 6.) Health Certificate issued by the authorities of Australian government in 2 copies. Jede der Dokumente und/oder Tratte muss den Vermerk tragen: "Gezogen unter Akkreditiv-Nr. der (eröffnenden Bank) und Nr. der (assuwendenden Bank). See page 2 Each draft accompanying documents must state: "Drawn under credit No. of (issuing bank) and No. of (advising bank). Each presentation of documents must indicate the credit number of the issuing bank and the credit number of the advising bank. see page 2 Verwendung / Verschiffung von <u>Australia</u> Teilverladungen / Partial shipments Umverladungen / Transshipments Dispatch / Shipment from <u>Bandar Khorramshahr and/or Bandar</u> permitted not permitted. to <u>Iran Khomeini</u> by vessel. Besondere Bedingungen: Special conditions: Insurance effected in Iran. Bank charges outside Switzerland for beneficiaries account. LC No. 02/96859 and Custom Tariff No. 02/01 must appear on all documents.	
Wir verpflichten uns hiermit gegenüber den Ausstellern und/oder gutgläubigen Inhabern, dass in Übereinstimmung mit den Bedingungen dieses Akkreditivs gezogene und negotiierte Tratten bei Vorlage eingelöst werden und dass in Übereinstimmung mit den Bedingungen dieses Akkreditivs akzeptierte Tratten bei Fälligkeit eingelöst werden, und dass Zahlung geleistet wird gegen Einreichung von Dokumenten in Übereinstimmung mit den Bedingungen dieses Akkreditivs. We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honoured on presentation and that drafts accepted within the terms of this credit will be duly honoured at maturity, and that payment will be duly made against documents presented in conformity with the terms of this credit. Hochachtungsvoll / Yours very truly CONFIDENTIAL ILLINOIS BANK (SWITZERLAND)	<small>Mitteilungen der assuwendenden Bank / Advising bank's notification</small> <small>Ort, Datum, Name und Unterschrift der assuwendenden Bank</small> <small>Place, date, name and signature of the advising bank</small>

10



Letter of Credit 79/30034 for US\$ 4'550'000.--
by order of Rachid Fares Enterprises, Beirut
in favour of Fares Rural Co. Pty. Ltd., Fremantle

- 7.) Certificate of Weight and number and specification of goods issued by Société Générale de Surveillance, Geneva or their agents at sellers account.
- 8.) Certificate issued by the respective slaughter house and the cold store duly signed and approved by the competent government authorities giving the exact date of slaughter and freeze of the carcasses. Such certificate should evidence that the slaughter and freeze date is not over 90 days before loading.

- 10

COVERING: a) About 2000 m/tons FIRST QUALITY FROZEN CARCASS LAMB MEAT (10% more or less) to be derived from best quality male and female sheep Australian origin (about 80 percent male and 20 percent female). All carcass lamb meat to be min. 6 and max. 11 months of age. All carcass are to be without head, feet, kidney and kidney fats, tails, well clean blood and all other offals and as lean as possible. Each carcass weight min. about 12 kgs and max. about 18 kgs with an average weight about 15 kgs. All carcass lamb meat should not have been slaughtered more than 90 days prior to the loading.

- 20

Price: per metric ton of net weight for lambs
US\$ 1'375.-- FAS.

Each carcass must be wrapped in stockinet.

- b) About 1500 m/tons FIRST QUALITY FROZEN CARCASS HOGGET MEAT (10% more or less) to be derived from best quality male and female sheep of Australian origin, about (80% male and 20% female). All carcass hogget meat to be one to two years of age. All carcass are to be without head, feet, kidney and kidney fats, tails, well clean blood and all other offals and as lean as possible. Each carcass must be wrapped in stockinet. Each carcass should weight between 12 to 22 kgs with an average weight of about 17 kgs. All carcass hogget meat should not have been slaughtered more than 90 days prior to the loading.

- 30

Price: per metric ton of net weight US\$ 1'200.-- FAS

APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

*Complete by placing "X" in appropriate box

<p>Bank of New South Wales</p>	<p>For Bank Use Only Established through</p>
<p>We request you to open your Irrevocable Credit on our account Please establish by: <input type="checkbox"/> Airmail <input checked="" type="checkbox"/> Cable <input type="checkbox"/> Brief Cable</p> <p>The cable message establishing the documentary credit is the operative instrument and you will NOT forward an airmail confirmation to the advising bank.</p>	<p>Applicant: PAPER MERCH CO. PTY LTD 16 BRIDGE STREET SYDNEY, N.S.W. 2000</p>
<p>Beneficiary (Full name and address): MEYER MEAT LTD 7 WHEATLEY SQUARE, MORNINGTON, ROUTE AUSTRALIA 5000</p>	<p>Amount in Figures: USD 4,500,000 Amount in Words: FOUR MILLION FIVE HUNDRED AND NINETY THOUSAND DOLLARS UNITED STATES BY AMERICA CURRENCY Expiry Date: 23/7/82 In Country of: Beneficiary</p>
<p>Available by the Beneficiary's Drafts drawn at sight on your Branch or correspondent accompanied by the following documents (in duplicate unless otherwise stated) as indicated in panel:</p> <p><input type="checkbox"/> Commercial Invoices <input type="checkbox"/> Full set clean "on board" or "shipped" negotiable Bills of Lading to order blank endorsed <input type="checkbox"/> If waybills showing goods consigned to Bank of New South Wales <input type="checkbox"/> Insurance policy or certificate covering marine & war risks <input type="checkbox"/> Insurance effected here <input type="checkbox"/> Certificate or acknowledgment evidencing declaration of insurance to <input type="checkbox"/> Under Buyer's Open Policy No. _____</p> <p>WE HEREBY INCLUDE IN THIS L/C TO MEYER MEAT LTD, THE SAME TEXT AS IN L/C NBR 79/30034 RECEIVED TODAY FROM CONFIDENTIAL CLIENTS BANK, IN OUR FAVOUR.</p>	
<p>RE-FURNISHMENT FROM/TAKING IN CHARGE AT DESTINATION TO LUKKAH KROPLAMSAI LUKKAH TRAM KHONTIKI</p>	<p>* PARTIAL SHIPMENT <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed * TRANSHIPMENT <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed</p>
<p>Special Instructions: <input type="checkbox"/> Discount charges and Acceptance commission where applicable are for account of applicant/beneficiary (delete one) <input type="checkbox"/> All other bank charges outside country of establishment are for account of applicant/beneficiary (delete one) Documents to be presented within _____ days from date of issuance of bill of lading or other shipping document</p>	

10

DOCUMENT 55* - Plaintiffs Exhibits - Exhibit "46" Letter of Credit 79/30034 together with application and amendment advice - 30 August 1979

All documents specified should be sent to you by airmail.
Bills of Lading and/or Insurance Documents Containing Only Generic Description of the Goods They Represent.

Your Bank and/or its correspondents are not to be responsible -

- (i) for the correctness validity or genuineness of the drafts, or
- (ii) for any of the documents received as referring to the goods the subject of the credit issued in terms of this application, nor
- (iii) for the description nature quality quantity value delivery or any misrepresentation or error in respect of the goods which the documents may purport to represent.

Now in consideration of your Bank issuing the credit in terms of this application, I/We engage as to each draft or other drawing under the credit issued in terms of this application -

- (a) to accept the draft or, as the context requires undertake to meet the drawing in any manner required by the terms of the credit;
- (b) to provide you with the necessary funds to meet such draft or other drawing -
 - (1) in the case of a sight draft or other drawing, forthwith upon receipt of your advice of payment thereof, or
 - (2) in the case of a usance draft or other drawing, at maturity or any earlier date if so advised by you.

in either case converted at your rate of exchange for the sale of the currency in which the draft or other drawing is denominated

- (a) at the time such funds are received by you; or
- (b) at such time as is specified in the special instructions contained in this application.

with all bank charges and interest for any period by which the date of payment by the drawee of such draft or other drawing exceeds the date of my/our payment to you, or, as the context requires, interest for any period during which you have provided me/us with any re-finance facility in terms of the special instructions contained in this application.

I/We hereby acknowledge that the Bank's property rights as pledgee of the relative documents empower the Bank in the event of default (or in the event of funds not being provided by me/us) in enforcement of all other powers at the full discretion of the Bank:

- (1) to sell the said goods with or without notice, and in addition,
- (2) to collect any moneys payable under the insurance.

I/We jointly and severally undertake to pay to the Bank outstanding the amount of any deficiency on any such sale or together with all usual commission and all costs charges and expenses incurred by the Bank in connection therewith or We further undertake to sign execute and deliver any transfers deeds or documents which the Bank may require me/us to execute and deliver for perfecting the Bank's title to the said goods and the said documents and/or for vesting the same in or delivering the same to any purchaser or purchasers from the Bank and/or to enable the Bank or its agents to collect any moneys payable under the said insurance.

Uniform Customs and Practice for Documentary Credits (1974 Revision), International Chamber of Commerce Publication No. 290.

and on behalf

PLAINS LUMBER CO. PTY LTD

Name of company, partnership or firm

Signature

MARAGNE BILSONG

Capacity

31/8/78

Date

Signature

Capacity

Execution of these instructions should be made in terms of existing Authority held by the Bank. In the case of a company, partnership or firm they should be executed as above.

MEMORANDUM OF OVERSEA BILLS NEGOTIATED/COLLECTED FOR:

X106
 57451

FARES RURAL

DRAWEE	L/C No	OVERSEAS CURRENCY	USANCE	RATE	PROCEEDS - AUSTRALIAN CURRENCY		
					GROSS PROCEEDS	LESS CHARGES	NET PROCEEDS
Cost Associated with Courier of Letter of Credit Application to Perth Office.						\$7-40	

4. 9. 79
 FB40

[Handwritten Signature]

BILLS OTHER THAN THOSE DRAWN UNDER LETTERS OF CREDIT, ARE SUBJECT TO UNIFORM RULES FOR THE COLLECTION OF FOREIGN BILLS, 1967 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE No. 254

DOCUMENT 55* - Plaintiffs Exhibits -
 Exhibit "46" Letter of Credit 79/30034
 together with application and amendment
 advice - 30 August 1979

Bank of New South Wales

SWIR
WILL
CASH

BRANCH OVERSEAS DEPARTMENT, PERTH W.A. Original advice dated AUGUST 31st 19 79

IRREVOCABLE DOCUMENTARY CREDIT		Issuing Bank Number 79/30034 Dated AUGUST 30 1979
Issued By CONTINENTAL ILLINOIS BANK (SWITZERLAND) ZURICH SWITZERLAND	Applicant RACHID FARES ENTERPRISES, BEIRUT/ LEBANON	
TO THE MANAGER FARES RURAL CO. PTY LTD. 16 MOUAT STREET FREMANTLE WA 6160		Amount US\$4,595,000.00 FOUR MILLION FIVE HUNDRED AND NINETY FIVE THOUSAND DOLLARS UNITED STATES OF AMERICA CURRENCY**
		Shipment no later than This Credit expires on 20 JULY 1980

Dear Sir(s), (Please follow instructions marked "X") This advice dated September 4th 19 79

At the request of the Issuing Bank we advise the following amendments to the abovementioned Credit:

- the expiry date of the credit is extended until
- the latest date for shipment is extended until
- the amount is increased by

Documents amended as follows:

- 4) Delete certified by Islamic Republic Consulate of Iran and Insert certified by the Embassy of Islamic Republic of Iran.
- 5) Delete issued by authorities of Australian Government and Insert issued by the Local Chamber of Commerce.
- 6) Beneficiary may also add the number of carcasses shipped into the Health Certificate.
- 8) Delete Document 8 and Insert instead as follows:
- Certificate issued by the respective Abattoir and the cold store duly signed and approved by the Local Chamber of Commerce mentioning that the slaughter and freeze of the carcasses are not over 90 days before the loading date.

Goods Description

Under point (A) and (B) please delete word "first quality" and insert "Best Quality" instead. Please add to each carcass that it must be wrapped in stockinet the following to read: "Each carcass must be wrapped in poly and stockinet."

Amendment Advice

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE DOCUMENTARY CREDIT AND MUST BE ATTACHED THERE TO. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



For the Manager

DOCUMENT 55* - Plaintiffs Exhibits -
Exhibit "46" Letter of Credit 79/30034
together with application and amendment
advice - 30 August 1979

1021
7043

Bank of New South Wales

Bank of New South Wales

BRANCH <u>CHURCHILL BUILDING, SYDNEY N.S.W.</u> Orig. <u>79/30034</u> <u>AMENDMENT</u>	
IRREVOCABLE DOCUMENTARY CREDIT	
Issued by <u>COMMERCIAL INTERNATIONAL BANK (CORPORATION)</u> <u>NEW YORK</u> <u>MEMBER OF THE FEDERAL RESERVE SYSTEM</u>	Issuing Bank Number <u>79/30034</u> Dated <u>AUGUST 30 1979</u>
	Applicant <u>BAGGIO FOODS CORPORATION, NEW YORK</u>
	Amount <u>US\$4,530,000 FOUR MILLION FIVE HUNDRED AND FIFTY THOUSAND DOLLARS</u> <u>NETTED AGAINST AMOUNTS CURRENTLY DUE TO ISSUING BANK</u>
TO <u>THE HOGGETT</u> <u>PACKS MEAT CO. INC. A/S.</u> <u>16 HOGGETT STREET</u> <u>WHEELING W. VA. 26060</u>	Shipment no later than This Credit expires on <u>20 JULY 1980</u>

Dear Sir(s), (Please follow instructions marked "X") This advice dated September 3rd 19 79

At the request of the Issuing Bank we advise the following amendments to the abovementioned Credit:

- the expiry date of the credit is extended until _____
- the latest date for shipment is extended until _____
- the amount is increased ~~to~~ **to** US\$4,595,000-00
- Price for hogget carcass should read US\$1,230 per net metric ton FAS.

Amendment
Advice

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE DOCUMENTARY CREDIT AND MUST BE ATTACHED THERETO. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



For the Manager

DOCUMENT 55* - Plaintiffs Exhibits -
Exhibit "46" Letter of Credit 79/30034
together with application and amendment
advice - 30 August 1979

Thursday, August 30

~~Business~~

Whole situation on agreement dismissed unsatisfactory because

- (a) What was agreed upon was based on incorrect facts in respect of the LAMB BOARD'S CONTRACT.
- (b) From Rival (Capt. Mota) has requested conditions never agreed to or even discussed.

LUNCH

(c) The L/C detail sent out only on the 10th Aug ~~was for~~ (we had to start production early July) was completely unsatisfactory and after hours of discussion on 2/8 with our shipping manager and myself on amendments we are now sent a L/C from Rival in exactly the same terms after we had advised a ~~week~~ ago that ~~at~~ we early last week that of a deadline for

EVENING

the correct L/C was Monday 3RD September.

Friday, August 31

McParren's Contract with I.M.O.

1ST SHIPMENT		BALANCE	
5000	PRICE 3460 TONS C&D 37600.	5000	
PRICE 1800.00	USCAP	1925.00	USCAP
Freight 340.00		340.00	
1460.00	USFAS	1585.00	USFAS
@ 1.125 1347.37	AC FAS	1409.60	
PER 16. 58.7	6 1/2 %	63.90/16.	
	MS		
@ 60°/16	Buyer's to Supplier = 1325 AC		USFAS
	LUNCH	= 1277	

FARES 1840. ALL IN. + 85 for Lamb.
- 85 - Hogget

LAMB	HOGGET.	LAMB	HEIGHT
1925	1755	1840	
Freight 350	350	350	
1575	1405	1490	
FARES	2000 TONS = 71 MILLION	50	50
MARGIN 50		1355	1440

2000 x 1500 = 3,000,000
8000 x 1500 = 12,000,000

EVENING

2800
= 1240

DOCUMENT 91* - Plaintiffs Exhibits - Exhibit "82" K, Dingwall's diary for 30 August to 4 September 1980

493

DOCUMENT 91* - Plaintiffs Exhibits - Exhibit "82" K, Dingwall's diary for 30 August to 4 September 1980

Saturday, September 1

(1) For the past two months Metro has been producing Lamb & Hoggart to supply gear in accordance with our agreement of Sunday night 1st July

We have taken a very large risk producing prior to inspection and official approval of our materials by the Iranians.

LUNCH

We only finally received confirmation of approval of all five works etc on Thursday August 30th and this was only achieved the Iranian Embassy on that day in London by the A.M.H.C.

Strictly speaking only production from that date is approved for Iran.

The risk was real as evidenced

EVENING

Sunday, September 2

by the fact that Muehling reported two deaths which Muehling's and Gasparner in Perth during the period he was inspecting our materials.

(2) Metro has produced almost 300 tons of meat without having a letter of credit in our hands. The ~~budget~~ despite the fact two months time has elapsed since the contract was signed in Iran.

LUNCH

(3) Iran is completely unstable at the present time with the civil war in the Kurdistan area and if the Iranians just for any of reason decide to cancel your contract Metro would be left high & dry.

As they did on the Muehling contract in 1974 and Metro was left with 2000 tons in store

EVENING

INTEL 241100Z
METEAT 0002710
DA
3191000Z
DINGWALL FARES G
METEAT 0002210

0/9/79

10X0000

FOR MR. RACHID FARES
FROM MR. REN DINGWALL

URGENT

VERY URGENT PLEASE

RE: AMB HOGGET SUPPLY AGREEMENT

1. DURING THE PAST FORTNIGHT I HAVE ATTEMPTED ON A NUMBER OF OCCASIONS TO CONTACT YOU THROUGH TWO PHONE CALLS TO YOUR SECRETARY MISS ROBINSON AND TWO MESSAGES LEFT ON THE ANSWERING SERVICE TO EXPRESS MY DISSAPPOINTMENT AT THE WAY THIS AGREEMENT WAS DEVELOPING.
2. ONE OF THE MESSAGES AT LEAST GOT THROUGH TO JORGE VILLEGAS AS HE PHONED LAST FRIDAY MORNING TO ASSURE ME THAT WE WOULD HAVE THE L/C TO COVER THE FIRST SHIPMENT IN OUR HANDS BY THE DEADLINE OF TODAY.
3. CAPT. MATA PHONED OUR SHIPPING MANAGER AT 3.00 PM ON FRIDAY TO ASSURE HIM THAT WE WOULD RECEIVE THE L/C TODAY. HOWEVER HE THEN AMAZED OUR PEOPLE BY STATING THAT THE L/C WOULD BE IN THE SAME TERMS AND CONDITIONS AS HAD BEEN SENT TO HIM ON THE 10TH AUGUST.
4. WE HAD BEEN THROUGH THIS IN DETAIL WITH HIM AND POINTED OUT THE MANY CORRECTIONS AND AMENDMENTS NECESSARY TO MAKE IT A NEGOTIABLE DOCUMENT. HAVING NOT HEARD ANYTHING FROM HIM FOR A FURTHER WEEK I SENT HIM A TELEX EARLY LAST WEEK STATING QUITE CLEARLY THAT WE MUST HAVE THE L/C IN OUR HANDS, MADE OUT DIRECTLY TO METRO MEAT FROM THE OVERSEAS BANK AND FULLY CORRECTED IN TERMS AS CLEARLY GIVEN TO HIM A WEEK EARLIER.

I ALSO STATED THAT FAILURE TO PROVIDE THE L/C IN TIME WITH ALL AMENDMENTS WOULD NECESSITATE STOPPING PRODUCTION AS METRO WAS NOT PREPARED TO STICK ITS NECK OUT ANY FURTHER WITHOUT SOME GUARANTEE OF PAYMENT BECAUSE OF THE INSTABILITY OF THE IRANIAN SITUATION.

5. HE WAS AWARE THAT WE COULD HAVE BEEN COMMENCING LOADING PRODUCT ON THE "ALMERIA STAR" THIS WEEK BECAUSE WE OFFERED TO DO SO IN A SPIRIT OF CO-OPERATION IF IT MEANT A SAVING IN OVERTIME AND SHIFT PENALTY COSTS. WE WERE NOT ADVISED FURTHER ON THE OFFER SO WE NOW PRESUME LOADING WAS TO COMMENCE ON THE LAST DAY OF PRESENTATION BEING THE 10TH SEPTEMBER. LESS THAN A WEEK AWAY WHEN IT MEANS WE START LOADING TRANSPORTS ON THE 09TH SEPTEMBER.

6. THIS WOULD BE BAD ENOUGH IF IT WASN'T FOR THE FACT THAT TWO WEEKS AGO CAPT. MATA ADVISED ME THAT HIS INSTRUCTIONS WERE THAT FARES RURAL IN WEST AUSTRALIA WAS TO BE DOCUMENTED AS THE EXPORTER. I REFUSED TO AGREE TO THIS AND TOLD HIM THAT METRO NEVER SELLS MEAT ON THIS BASIS.

JORGE VILLEGAS RAISED THIS POINT AGAIN ON THE PHONE AND I ADVISED HIM THAT IF HE HAD THIS IN MIND WHY WASN'T IT NEGOTIATED BEFORE BECAUSE WE WOULD NOT HAVE AGREED TO PRODUCE ON THIS BASIS.

HE EXPLAINED THAT HE WANTED THE PROTECTION FROM UNIONS BY HAVING THE EXPORT OF MEAT IN FARES RURAL'S NAME.

I ANSWERED BY OFFERING HIM THE 8000 TON HOGGETS FROM WEST AUSTRALIA BASIS HIS STAFF BUYING THE HOGGETS, METRO SERVICE SLAUGHTERING FOR THEM AND THE STOCK AND EXPORTS BE THEIR HIS OWN COMPANYS.

HE HAS NOT COME BACK ON THIS SUGGESTION AS HE PROMISED TO DO BY SUNDAY MORNING.

7. I ALSO ADVISED HIM THAT LAMB AND HOGGET PRICES ON THE HOOF WERE WELL ABOVE OUR BREAK EVEN LEVELS ON THE PRICES NEGOTIATED WITH YOU AND THE WEST AUSTRALIAN LAMB BOARD WAS THE ONLY BUYER HOLDING THE MARKET UP IN BOTH VICTORIA AND SOUTH AUSTRALIA.
8. I HAVE BEEN CHECKING THIS OUT FOR TWO WEEKS SINCE I RETURNED FROM OVERSEAS AND ON FRIDAY INFORMATION WAS SUPPLIED TO ME FROM A MEMBER OF THE LAMB BOARD THAT THE WEST AUSTRALIAN LAMB BOARD HAS TWO PRICES IN ITS CONTRACT. THE FIRST SHIPMENT AT \$1862.50 U.S. CAF AND THE BALANCE OF SHIPMENTS AT \$1925 U.S. CAF.

THE FIRST FIGURE AGREES WITH THE FIGURE YOU QUOTED TO ME AT THE TIME OF OUR NEGOTIATION AND THE SECOND FIGURE IS THE FIGURE I REPORTED TO YOU THAT HAD BEEN SUPPLIED TO ME BY A PERSON IN THE MEAT INDUSTRY WHO HAPPENED TO BE ON THE SAME PLANE AS MCSPORRAN ON HIS WAY BACK FROM TEHRAN. YOU ASSURED ME THAT THIS WAS NOT THE NEGOTIATED PRICE AS YOU HAD SEEN THE CONTRACT.

EX MESSAGE
TELEX MESSAGE
TELEX MESSAGE

10

20

30

40

50

60

TELEX MESSAGE TELEX MESSAGE TELEX MESSAGE TELEX MESSAGE

9. I DON'T UNDERSTAND HOW YOU WERE NOT FULLY INFORMED ON THIS CONTRACT OR THAT THE FIRST SHIPMENT PRICE WAS LOWER TO ALLOW FOR LAMBS ALREADY IN STORE OVER 90 DAYS TO BE SHIPPED.

10. IF YOU SOLD AT \$1840 U.S. CAF IT CAN ONLY MEAN THAT YOU SOLD LAMBS AND HOGGETS AT AN ALL IN PRICE AT THIS FIGURE. IF NOT JEAN BOUERI HAS DONE A BAD DEAL COMPARED WITH MCGSPORRAN WHICH I WOULD GREATLY DOUBT IS THE CASE.

11. ADDITIONALLY SINCE MY RETURN I HAVE THE FILE ON THE QUOTES ON SHIPPING AND SEE THAT WE WERE OFFERED THE "ALMERIA STAR" AT \$335 LINDER TERMS BOTH ENDS FOR THE FIRST SHIPMENT YET ALLOWANCE IN THE CONTRACT WAS SET AT \$375 PER TON. FROM CHECKING WITH SHIPPING COMPANY THE "ALMERIA STAR" IS ONLY CHARTERED FOR THIS FIRST VOYAGE.

12. WE HAVE BEEN PRODUCING LAMBS AND HOGGETS FOR EIGHT WEEKS NOW WITHOUT ANY GUARANTEE OF APPROVAL OF OUR MEATWORKS BY THE IRANIAN RELIGIOUS OR GOVERNMENT BODIES AND WE ONLY RECEIVED THE OFFICIAL APPROVAL OF OUR FIVE MEATWORKS ON THE 29TH AUGUST. THE SAME DATE THE IRANIAN EMBASSY WERE ADVISED BY THE A.M.C. THIS WAS A DEFINITE RISK AS EVIDENCED BY THREE OTHER MEATWORKS REJECTED BY MENHAJ DURING HIS INSPECTION TOUR. WE STILL DON'T KNOW AND DAREN'T ASK WHAT IS THE POSITION OF LAMBS PRODUCED BEFORE HIS INSPECTION.

13. NOW WE HAVE OVER 2500 TONS IN STORE AND WE HAVE BEEN SERVED UP A USELESS PIECE OF PAPER WHICH PURPORTS TO BE A LETTER OF CREDIT.

14. I DISCUSSED THIS STATE OF AFFAIRS WITH M TAO MEAT DIRECTORS ON FRIDAY BECAUSE OF THE DEVELOPMENTS THAT HAD TAKEN PLACE IN WESTERN AUSTRALIA ON LIVE SHEEP AND THE FACT THAT CAPT. MATA AND BURBURY WERE IN SOUTH AUSTRALIA THE WEEK BEFORE. I ARRIVED BACK IN AUSTRALIA NEGOTIATING WITH TWO COMPANIES FOR THE SUPPLY OF LIVE SHEEP AND PELLETS FROM SOUTH AUSTRALIA FOR THE FUTURE.

15. AFTER HAVING RECEIVED JORGE'S ASSURANCES ONLY TWO WEEKS EARLIER IN LONDON IN YOUR PRESENCE THAT THERE WAS NO INTENTION TO COME INTO SOUTH AUSTRALIA I CAN ONLY SAY THAT I HAVE TO RESERVE MY JUDGEMENT UNTIL JORGE EXPLAINS TO ME WHAT THE HELL IS GOING ON.

16. ALL OF THE ABOVE MATTERS HAVE NOW BROUGHT ABOUT A HALT IN PRODUCTION AND WE WILL NOT COMMENCE AGAIN ON THE AGREED SUPPLY UNTIL THE WHOLE DEAL IS RENEGOTIATED WITH ALL TERMS AND CONDITIONS FULLY SPELLED OUT IN THE FORM OF A CONTRACT BETWEEN THE PARTIES INVOLVED.

IN THE CONTRACT I WILL BE INSISTING ON CERTAIN GUARANTEES AND LODGEMENT OF L/C'S BEFORE WE PRODUCE ANY FURTHER PRODUCT.

17. I REGRET HAVING TO TAKE THIS ACTION BECAUSE I REALISE THIS WILL CAUSE SOME INCONVENIENCE, HOWEVER IF THIS RESULTS IN EVERYONE KNOWING WHERE THEY STAND WELL IT CAN ONLY BE FOR EVERYONE'S BENEFIT IN THE LONGER TERM.

18. I BELIEVE THAT THIS CAN ONLY BE SETTLED BY THE THREE OF US MEETING IN ADELAIDE AS QUICKLY AS POSSIBLE BECAUSE UNTIL ALL THE MATTERS ARE CLEARED UP AND WE HAVE NECESSARY PAYMENT DOCUMENTS, PRODUCTION, IF ANY, WILL BE DIVERTED TO OTHER SALES THAT ARE AVAILABLE.

REGARDS
KEN DINGWALL

IF MR FARES IS NOT THERE PLEASE ENSURE THAT THIS
TELEX IS PASSED ON TO HIM IMMEDIATELY, THANK YOU.

10
20
30
40
50

TRANSACTION FORTYONE 6038/71302 METHO MEAT LTD 2 HUNTLE SQUARE,
ADELAIDE SOUTH AUSTRALIA 5000 FARES RUHAL CO PTY LTD USDLS 4,550,000
JULY 20 1980 AUSTRALIA SIGHT BANK OF NEW SOUGXXXXX SOUTH WALES
ADELAIDE SOUTH AUSTRALIA 1. INVOICE IN 3 COPIES, 2 CERTIFIED BY THE
LOCAL CHAMBER OF COMMERCE. 2. FULL SET OF CLEAN ON BOARD BILLS
OF LADING MARKED "FREIGHT RR PREPAID" ISSUED OR ENDORSED TO ORDER
OF BANK MARKAZI IRAN, TEHERAN, INDICATING LETTER OF CREDIT NO
02/96859. 3. CERTIFICATE OF ORIGIN IN 2 COPIES ISSUED BY THE LOCAL
CHAMBER OF COMMERCE CONFIRMING GOODS ORIGINATED IN AUSTRALIA. 4.
ISLAMIC SLAUGHTERING CERTIFICATE ISSUED BY ISLAMIC COMMUNITY OF THE
COUNTRY OF ORIGIN AND CERTIFIED BY ISLAMIC REPUBLIC CONSULATE
OF IRAN. 5. CERTIFICATE OF NUMBER OF CARCASSES, GROSS AND NET WEIGHT
FOR EACH SHIPMENT ISSUED BY THE AUTHORITIES OF AUSTRALIAN
GOVERNMENT IN 2 COPIES. 6. HEALTH CERTIFICATE ISSUED BY THE
AUTHORITIES OF AUSTRALIAN GOVERNMENT IN 2 COPIES. 7. CERTIFICATE OF
WEIGHT AND NUMBER AND SPECIFICATION OF GOODS ISSUED BY SOCIETE
GENERALE DE SURVEILLANCE GENEVA OR THEIR AGENTS AT SELLERS ACCOUNT.
8. CERTIFICATE ISSUED BY THE RESPECTIVE SLAUGHTER HOUSE AND THE COLD
STORE DULY SIGNED AND APPROVED BY THE COMPETENT GOVERNMENT AUTHORIT-
IES GIVING THE EXACT DATE OF SLAUGHTER AND FREEZE OF THE CARCASSES.
SUCH CERTIFICATE SHOULD EVIDENCE THAT THE SLAUGHTER AND FREEZE DATE
IS NOT OVER 90 DAYS BEFORE LOADING. COVERING: A) ABOUT 2000 M/T
FIRST QUALITY FROZEN CARCASS LAMB MEAT 10 PERCENT MORE OR LESS TO BE
DERIVED FROM BEST QUALITY MALE AND RR FEMALE SHEEP AUSTRALIAN ORIGIN
(ABOUT 80 PERCENT MALE AND 20 PERCENT FEMALE). ALL CARCASS LAMB MEAT
TO BE MON 6 AND MAX 11 MONTHS OF AGE. ALL CARCASS ARE TO BE WITHOUT
HEAD, FEET, KIDNEY AND KIDNEY FATS, TAILS, WELL CLEAN
BLOOD AND ALL OTHER OFFALS AND AS LEAN AS POSSIBLE. EACH CARCASS
WEIGHT MIN ABOUT 12 KGS AND MAX ABOUT 18 KGS WITH AN AVERAGE WEIGHT
ABOUT 15 KGS. ALL CARCASS LAMB MEAT SHOULD NOT HAVE BEEN SLAUGHTERED
MORE THAN 90 DAYS PRIOR TO THE LOADING. PRICE PER METRIC OF NET
WEIGHT TON FOR LAMBS USDLS 1,375. FAS. EACH CARCASS MUST BE WRAPPED
IN STOCKINET. B) ABOUT 1500 M/T FIRST QUALITY FROZEN CARCASS HOGGET
MEAT (10 PERCENT LESS OR MORE) TO BE DERIVED FROM BEST QUALITY MALE
AND FEMALE SHEEP OF AUSTRALIAN ORIGIN, ABOUT (80 PERCENT MALE AND
20 PERCENT FEMALE). ALL CARCASS HOGGET MEAT TO BE ONE TO TWO YEARS
OF AGE. ALL CARCASS ARE TO BE WITHOUT HEAD, FEET, KIDNEY AND KIDNEY
FATS, TAILS, WELL CLEAN BLOOD AND ALL OTHER OFFALS AND AS LEAN AS
POSSIBLE. EACH CARCASS MUST BE WRAPPED IN STOCKINET. EACH CARCASS
SHOULD WEIGH BETWEEN 12 TO 22 KGS WITH AN AVERAGE WEIGHT OF ABOUT 17
KGS. ALL CARCASS HOGGET MEAT SHOULD NOT HAVE BEEN SLAUGHTERED MORE
THAN 90 DAYS PRIOR TO THE LOADING. PRICER PER M/T OF NET WEIGHT
USDLS 1,200 FAS. SHIPMENT FROM: ADELAIDE SOUTH AUSTRALIA AND FREMANTE
WESTERN AUSTRALIA SHIPMENT TO: BANDAR KHORRAMSHAHR IRAN OR BANDAR
IMAM KHOMEINI IRAN. PARTIAL SHIPMENTS: ALLOWED TRANSHIPMENTS:
PROHIBITED REIMBURSEMENT DOCUMENTS TO BE DELIVERED BY WARDS COURIER
IN ONE COMPLETE SET TO BANK OF NEW SOUTH WALES HIGH AND MOUNT STREETS
FREMANTLE WESTERN AUSTRALIA 6160. DRAFTS ARE TO BE DESPACHED TO
BANK OF NEW SOUTH WALES GPO BOX 1 ADELAIDE SOUTH AUSTRALIA 5001
TOGETHER WITH NEGOTIATING BANK'S CERTIFICATE THAT DOCUMENTS HAVE
BEEN DISPOSED OF AS CALLED FOR IN LETTER OF CREDIT AND THAT ALL
TERMS AND CONDITIONS HAVE BEEN COMPLIED WITH. ~~SPECIFIC CONDITIONS~~

10

20

30

40

50

DOCUMENT 56* - Plaintiffs Exhibits -
Exhibit "47" Telex from CIBS to Bank
of Adelaide, Telex from CIBS to Capt. Mata.
Telex from CIBS to Dingwall & Letter of
credit 79/30035 - 4 September 1979

METMEAT AA82218
56048 CIBS CH

TO METRO MEAT LTD, ADELAIDE
ATTN MR KEN DINGWALL

FROM CONTINENTAL ILLINOIS BANK (SWITZERLAND) ZURICH

4SEP 79

WE WILL OPEN TODAY THE LC BY FULL TELEX ADVICE COVERING ABOUT
2600 MT LAMBS AND ABOUT 900 MT HOGGETS TO BE SHIPPED ON
MV ALMEIRA STAR. FULL DETAILS WILL BE SENT THROUGH YOUR BANKERS
BANK OF ADELAIDE, ADEAEE ADELAIDE. ORDER MR RACHID FARES.
KINDEST REGARDS,
MAX LEHNER

⊕

METMEAT AA82218DD
56048 CIBS CHM

DOCUMENT 56* - Plaintiffs Exhibits -
Exhibit "47" Telex from CIBS to Bank
of Adelaide, Telex from CIBS to Capt. Mata,
Telex from CIBS to Dingwall & Letter of
credit 79/30035 - 4 September 1979

Except as far as otherwise appears and practice for Documentary Credits (1967 Revision) International Chamber of Commerce (Brochure No. 227)
 Sofern nicht ausdrücklich etwas anderes bestimmt ist, gelten für dieses Dokument die Bestimmungen der Internationalen Handelskammer für Dokumentenakkreditive (Revision 1967) der Internationalen Handelskammer (Brochure Nr. 227).
 In Einzelfällen Rechtsvorschriften der Informationsstellen.
 Y stated, this documentary credit is subject to the Uniform Customs and Practice for Documentary Credits (1967 Revision) International Chamber of Commerce (Brochure No. 227).

UNWIDERRUFLICHES DOKUMENTEN-AKKREDITIV IRREVOCABLE DOCUMENTARY CREDIT Ausstellende Bank / Issuing bank		Akkreditiv-Nummer / Credit number der ausstellenden Bank / of issuing bank LC 79/30035	
REGISTERED Bank of Adelaide 61, King William Street Adelaide / South Australia 5000		Auftraggeber / Applicant Rachid Pares Enterprises Beirut / Lebanon	
Begünstigter / Beneficiary Metro Meat Ltd. 2, Hurtle Square Adelaide / Australia		Betrag / Amount US\$ *4'682'000.--	
		Datum / Date 20 July 1980 in Adelaide	

Sehr geehrte Herren, / Gentlemen,
 Wir eröffnen hiermit dieses Dokumenten-Akkreditiv zu Ihren Gunsten. / We hereby issue in your favour this documentary credit
 Leistbar durch ~~Bank~~ / Zahlung ~~der ausstellenden Bank~~ / Zahlung ~~der ausstellenden Bank~~
 which is available by ~~negotiation~~ / Acceptance / Payment

- gegen ~~den~~ / gegen ~~den~~
 gegen ~~den~~ / gegen ~~den~~
 Präsentation folgender Dokumente:
 Presentation of the following documents:
- 1.) Invoice in 3 copies, 2 certified by the local Chamber of Commerce.
 - 2.) Full set of CLEAN ON BOARD Bill of Lading, marked Freight Prepaid, issued or endorsed to order of Bank Markazi Iran, Teheran, indicating LC No. 02/96859
 - 3.) Cert. of Origin in 2 copies issued by the local Chamber of Commerce confirming goods originated in Australia.
 - 4.) Islamic Slaughtering Certificate issued by Islamic Community of the country of origin and certified by the Embassy of Islamic Republic of Iran.
 - 5.) Cert. of number of carcasses, gross net weight for each and weight issued by the local Chamber of Commerce in 2 copies.

Jede der Dokumente begleitende Tratte muss den Vermerk tragen: -Gezogen unter Akkreditiv-Nr. ... der (ausstellenden Bank) und Nr. ... der (anziehenden Bank).
 Each draft accompanying documents must indicate the credit number of the issuing bank and the credit number of the advising bank.

Verladung / Verschiffung von Australien Dispatch / Shipment from Iran, Khorramshahr and/or Bandar to Iran, Kharguzi by vessel	Teilversendungen / Partial shipments permitted	Umschlagungen / Transhipments not permitted
--	--	---

Besondere Bedingungen
 Special conditions
Insurance effected in Iran. Bank charges outside Switzerland for beneficiaries account. LC No. 02/96859 and Custom Tariff No. 02/01 must appear on all documents.

Wir verpflichten uns hiermit gegenüber den Ausstellern und / oder gültigen Inhabern, dass in Übereinstimmung mit den Bedingungen dieses Akkreditivs gezogene und negotierte Tratten bei Vorlage eingelöst werden und dass in Übereinstimmung mit den Bedingungen dieses Akkreditivs akzeptierte Tratten bei Fälligkeit eingelöst werden, und dass Zahlung geleistet wird gegen Einreichung von Dokumenten in Übereinstimmung mit den Bedingungen dieses Akkreditivs.
 We hereby engage with drawers and / or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honoured on presentation and that drafts accepted within the terms of this credit will be duly honoured at maturity, and that payment will be duly made against documents presented in conformity with the terms of this credit.
 Hochachtungsvoll / Yours very truly
CONTINENTAL ILLINOIS BANK (SWITZERLAND)

Die anziehende Bank wird gebeten, den Begünstigten unter/ohne Mitverfügung ihrer Bestätigung zu benachrichtigen.
 The advising bank is requested to notify the beneficiary adding/without adding their confirmation.
 Ort, Datum, Name und Unterschrift der anziehenden Bank
 Place, date, name and signature of the advising bank

DOCUMENT 56* - Plaintiffs Exhibits -
 Exhibit "47" Telex from CIBS to Bank of Adelaide, Telex from CIBS to Capt. Mata, Telex from CIBS to Dingwall & Letter of credit 79/30035 - 4 September 1979



Letter of Credit 79/30035 for US\$ 4'682'000.--
by order of Rachid Fares Enterprises, Beirut
in favour of Metro Meat Ltd, Adelaide

- 6.) Health Certificate issued by the Authorities of Australian Government in 2 copies, beneficiary may also add the number of carcasses shipped to the certificate.
- 7.) Certificate of Weight and number and specification of goods issued by the Société Générale de Surveillance, Geneva or their agents at sellers account.
- 8.) Certificate issued by the respective Abatoir and the Cold Store duly signed and approved by the local Chamber of Commerce, mentioning that the slaughter and freeze of the carcasses are not over 90 days prior to the loading date.

COVERING: a) About 2600 m/tons BEST QUALITY FROZEN CARCASS LAMB MEAT (10% more or less) to be derived from best quality male and female sheep Australian origin (about 80% male and 20% female). All carcass lamb meat to be min 6 and max 11 months of age. All carcass are to be without head, feet, kidney and kidney fats, tails, well clean blood and all other offals and as lean as possible. Each carcass weight min about 12 kgs and max about 18 kgs with an average weight about 15 kgs. All carcass lamb meat should not have been slaughtered more than 90 days prior to the loading.

Price: per metric of net weight ton for lambs
US\$ 1'375.-- FAS.

Each carcass must be wrapped in poly and stockinet.

b) About 900 m/tons BEST QUALITY FROZEN CARCASS HOGGET MEAT (10% more or less) to be derived from best quality male and female sheep of Australian origin, (about 80% male and 20% female). All carcass hogget meat to be one to two years of age. All carcass are to be without head, feet, kidney and kidney fats, tails, well clean blood and all other offals and as lean as possible. Each carcass must be wrapped in poly and stockinet. Each carcass should wight between 12 to 22 kgs with an average weight of about 17 kgs. All carcass hogget meat should not have been slaughtered more than 90 days prior to the loading.

Price: per metric ton of net weight US\$ 1'230.-- FAS.



- 3 -

Letter of Credit 79/30035 for US\$ 4'682'000.--
by order of Rachid Fares Enterprises, Beirut
in favour of Metro Meat Ltd., Adelaide

REIMBURSEMENT

Upon receipt of your tested telex with following contents you
are authorized to reimburse yourselves on our account with
Continental Bank International, New York:

- exact weight of lamb carcass
- exact weight of hogget carcass
- date of shipment
- name of vessel / name of captain
- loading port / destination port
- your confirmation that documents are in accordance with
credit terms.

Yours very truly,

CONTINENTAL ILLINOIS BANK

(Switzerland)

Thomas Murray

DOCUMENT 56* - Plaintiffs Exhibits -
Exhibit "47" Telex from CIBS to Bank
of Adelaide, Telex from CIBS to Capt. Mata,
Telex from CIBS to Dingwall & Letter of
credit 79/30035 - 4 September 1979

ME
⊕
METMEAT AA82218
FARES AA82029
VADELAIDE 6/9/79

TO : MR IAN PHILLIPS
FRM : CAPT GOMER

PLS CONFIRM YOUR INTENDED QUANTITIES BOTH LAMB AND HOGGETS FOR THIS
PORT ALSO FOR W.A. ANTICIPATED SF AS PER RECENT DISCUSSION KEN
DINGWALL WAS 125 PLS CONFIRM ALSO.

KINDLY ADVISE TO WHOM I SHOULD LIAISE IN METRO FOR ALL INFO DURING
ALMERIA STAR LDG.

ALL APPEARS WELL FOR COMMENCEMENT LDG 0730 MONDAY 10TH WITH FIVE
GANGS DAY AND EVENING.

REGARDS

⊕
METMEAT AA82218
FARES AA82029

10

DOCUMENT 70* - Plaintiffs Exhibits -
Exhibit "61" Telex from Capt. Mata to
Fares - 19 September 1979

INTLX 821842
FARES AA93037
CA
81918840+
819848 FARES 8
FARES AA93037

1510

TO: ENGLAND.

FREMANTLE 19/9/79

ATT: MR. FARES
FM: CAP. MATA

RETRANSMIT TX SENT TO CIES:
QUOTE
FREMANTLE 19/9/79

ATT: MR. LEINER
FM: CAP. MATA

BY ALMERIA STAR L/C 79/30035
ADELAIDE PARTIAL SHIPMENT

LOADED IN ADELAIDE

140.019 FROZEN LAMB CARCASSES = 2.153,896 M.T.

12.976 FROZEN HOGGET CARCASSES = 269,034 M.T.

TOTAL = 2.421,930 M.T.

(TWO THOUSAND FOUR HUNDRED TWENTY ONE METRIC TONC WITH NINE HUNDRED
THIRTY KILOS)

REGARDS
FARES AA93037
819848 FARES 8

20.9.79	
x h	

10

DOCUMENT 70* - Plaintiffs Exhibits -
Exhibit "61" Telex from Capt. Mata to
Fares - 19 September 1979

DOCUMENT 71* - Plaintiffs Exhibits -
Exhibit "62" Telex from Capt. Mata to
Fares being a retransmission of telex
from Capt. Mata to Lehner - 19 September 1979

918842 FARES G

918842 FARES G
FARES AA93087

FREMANTLE 19/9/79

ATT: MR FARES
FM: CAP MATA

KINDLY ADVISE UNTIL WHEN CAN I SEND YOU TXS TO SPAIN NBR 77211.

- 1) K.D. IS ASKING WHAT IS HAPPENING WITH 2ND L/C THAT HE REQUESTED
IN HIS TX DD 29/8/79 1419HS - POINT 9.
I DO NOT KNOW IF YOU REQUESTED THE SECOND ONE ALONG WITH THE
FIRST TO CIBS, AS M.M. REQUESTED.
- 2) K.D. ADVISED THAT DUE TO SEVERE BUYING CONDITIONS THEY WILL NOT
BE IN A POSITION TO SUPPLY MORE THAN 3,700/4,000 TNS. END OCT/
BEGINNING NOV. (BETWEEN ADE AND FREM). 10
- 3) M/V 'A.S.' ETA B.K. ON 3RD/4TH OCT. - ASSUMING 10 DAYS OF
DISCHARGE AND 1 DAY F/BUNKERING AND NO MAJOR DELAYS IN B.K.,
SHE CAN BE IN ADELAIDE LOADING POSITION END OCT./BEG. NOV.
SHE IS AN EASY LOADING SHIP AND SO APPROVED BY ADE AND FREM.
STEVEDORES.
PLS CONFIRM IF YOU DECIDE TO TAKE HER FOR A 2ND TRIP TO ENABLE
US TO ARRANGE BUNKERS ACCORDINGLY.
- 4) TODAY I CONFIRMED ON BOARD 'W.M.' THAT SHE WILL NOT BE COMPLETED
HERE BEFORE 26TH/SEP.

RGDS

20

918842 FARES GO

DOCUMENT 71* - Plaintiffs Exhibits -
Exhibit "62" Telex from Capt. Mata to
Fares being a retransmission of telex
from Capt. Mata to Lehner - 19 September 1979

DOCUMENT 72* - Plaintiffs Exhibits -
Exhibit "63" Telex from CIBS to Bank
of Adelaide - 20 September 1979

bankadl. aa82226
1125/eb
54083 cins.ch

sept 20/79 ref 56250

fm continental illinois bank zurich
to bank of adelaide adelaide

test: ~~285~~

at the request of fares rural co pty Ltd., fremantle, we hereby
open our irrevocable letter of credit no. 79/30037 as follows:

by order of: rachid fares enterprises, beirut/lebanon
in favour of: metro meat ltd. 2, hurttle square, adelaide and/or
metro meat ltd., 7 beach road, fremantle

amount: usdlrs 5.449.000.--

expiry date: 17 november 1979 in adelaide and/or perth

covering: about 2800 m/t best quality frozen carcass lamb meat
(10-0/0 more or less)

about 1300 m/t best quality frozen carcass hogget meat
(20-0/0 more or less)

price for lamb: usdlrs 1.375.-- fas per net metric ton

price for hogget: usdlrs 1.230.-- fas per net metric ton

same documents required as our previous l/c no 79/30035 plus
amendment did 6 sep 79 stop

written confirmation will follow.

regards
continental illinois bank zurich

+++

☞
bankadl aa82226

DOCUMENT 72* - Plaintiffs Exhibits -
Exhibit "63" Telex from CIBS to Bank
of Adelaide - 20 September 1979

DOCUMENT 73* - Plaintiffs Exhibits -
Exhibit "64" Telex from Phillips to
Capt. Mata - 20 September 1979

GA
93087
FARES AA93087
METMEAT AA82218

20/9/79

1435HRS

ATTN: CAPT R MATA

RYT 19/9 DUE TO TONNAGE RECENTLY LOADED ABOARD 'ALMERIA STAR', WOULD
CONFIRM K.D.'S TELECON LAST EVENING, WHEN WE ADVISED MAXIMUM THAT
COULD BE LIFTED END OCTOBER WOULD BE 4000 M.T.

AT THIS TIME WE WOULD INDICATE

	LAMB -----	HOGGETS -----	TOTAL -----
ADELAIDE	2500	500	3000
FREMANTLE	200	800	1000
	-----	-----	-----
	2700MT	1300MT	4000MT

REGARDS
IAN PHILLIPS
METMEAT AA82218
FARES AA93087

DOCUMENT 74* - Plaintiffs Exhibits -
Exhibit "65" Telex from Fares to
Capt Mata - 20 September 1979

BBHJ11.59
918842 FARES G
KEY+7193087+
FARES AA93087
918842 FARES G

20/9/79

REF: FF 044

ATTN: CAPT MATA

HAVE SPOKEN TO K.D.

CIBS OPENING TODAY L/C FOR ABT 4,100T (ABT 2,800LB, 1,300 HG).

K.D. PROMISED DO UTMOST TO LOAD 4,500 AND WOULD EVENTUALLY
NEED FIRST WEEK NOVEMBER TO COMPLETE.

ON OUR SIDE, WE PROMISED TO INFORM BY END NEXT WEEK ABT
VSL BOOKED AND CAPACITY. WE SHALL ALSO TRY TO ARRANGE
ACCEPTANCE OF 1 OR 2 PERCENT OF LIGHT LAMBS.

PLS CFM TO M.M. THAT THE L/C IS BEING OPENED AND WE SHALL ASK
CIBS TO CFM TO YOU THE OPENING OF L/C SIMILIAR TO PREVIOUS.

KIND REGARDS

R FARES

918842 FARES G
FARES AA93087

*H.H.
CIBS*

10

DOCUMENT 74* - Plaintiffs Exhibits -
Exhibit "65" Telex from Fares to
Capt Mata - 20 September 1979

Export to Iran (since sep 1979) is prohibited by document 75, subject to the Chamber of Commerce's Chamber of Commerce (1979 Revision) International Chamber of Commerce (1979) No. 522
 en Anhang des B. 1979
 when Handelskammer (Blatt 1979)

UNVERÄUßERLICHES DOKUMENTEN-AKKREDITIV IRREVOCABLE DOCUMENTARY CREDIT		LC 79/30037
REGISTERED Bank of Adelaide 81, King William Street Adelaide / South Australia 5000		Rachid Fares Enterprises Beirut / Lebanon
Metro Meat Ltd. 2, Hurtle Square Adelaide and/or Metro Meat Ltd. 7 Beach Road Fremantle		US\$ 5'449'000. US\$ 5'449'000
Sehr geehrte Herren, / Gentlemen, Wir eröffnen hiermit dieses Dokumenten-Akkreditiv zu Ihren Gunsten. / We hereby issue in your favour this documentary credit		
Each draft accompanying documents must indicate the credit number of the issuing bank and the credit number of the receiving bank.		
1.) Invoice in 3 copies, 2 certified by the local Chamber of Commerce. 2.) Full set of CLEAN ON BOARD Bill of Lading, marked Freight Prepaid, issued or endorsed to order of Bank Markazi Iran, Teheran, indicating LC No. 02/96859. 3.) Cert. of Origin in 2 copies issued by the local Chamber of Commerce confirming goods originated in Australia. 4.) Islamic Slaughtering Certificate issued by Islamic Community of the country of origin and certified by the Embassy of Islamic Republic of Iran. 5.) Cert. or number of carcasses, gross and net weight of each shipment certified by the local Chamber of Commerce in 2 copies.		
Latest shipment date 10 November 79. Insurance effected in Iran. Bank charges outside Switzerland for beneficiaries account. LC No. 02/96859 and Custom Tariff No. 02/01 must appear on all documents.		
We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honoured on presentation and that drafts accepted within the terms of this credit will be duly honoured at maturity, and that payment will be duly made against documents presented in conformity with the terms of this credit.		10 79 Y
Hochachtungsvoll / Yours very truly CONTINENTAL ILLINOIS BANK (SWITZERLAND)		On Date, Name and Signature of the issuing bank Place, date, name and signature of the issuing bank

10
20
30



Letter of Credit 79/30037 for US\$ 5'449'000.--
by order of Rachid Fares Enterprises, Beirut
in favour of Metro Meat Ltd., Adelaide and/or Metro Meat Ltd.,
Fremantle

- 6.) Health Certificate issued by the Authorities of Australian Government in 2 copies, beneficiary may also add the number of carcasses shipped to the certificate.
- 7.) Certificate of Weight and number and specification of goods issued by the Société Générale de Surveillance, Geneva or their agents at sellers account.
- 8.) Certificate issued by the respective Abatoir and the Cold Store duly signed and approved by the local Chamber of Commerce, mentioning that the slaughter and freeze of the carcasses are not over 90 days prior to the loading date.

10

COVERING: a) About 2800 m/tons BEST QUALITY FROZEN CARCASS LAMB MEAT (10% more or less) to be derived from best quality male and female sheep Australian origin (about 80% male and 20% female). All carcass lamb meat to be min 6 and max 11 months of age. All carcass are to be without head, feet, kidney and kidney fats, tails, well clean blood and all other offals and as lean as possible. Each carcass weight min about 12 kgs and max about 18 kgs with an average weight about 15 kgs. All carcass lamb meat should not have been slaughtered more than 90 days prior to the loading.

20

Price: per metric of net weight ton for lambs
US\$ 1'375.-- FAS.

Each carcass must be wrapped in poly and stockinet

b) About 1300 m/tons BEST QUALITY FROZEN CARCASS HOGGET MEAT (10% more or less) to be derived from best quality male and female sheep of Australian origin, (about 80% male and 20% female). All carcass hogget meat to be one to two years of age. All carcass are to be without head, feet, kidney and kidney fats, tails, well clean blood and all other offals and as lean as possible. Each carcass must be wrapped in poly and stockinet. Each carcass should weigh between 12 to 22 kgs with an average weight of about 17 kgs. All carcass hogget meat should not have been slaughtered more than 90 days prior to the loading.

30

Price: per metric ton of net weight US\$ 1'230.-- F/



Letter of Credit 79/30037 for US\$ 5'449'000.--
by order of Rachid Fares Enterprises, Beirut
in favour of Metro Meat Ltd., Adelaide and/or Metro Meat Ltd.,
Fremantle

REIMBURSEMENT
=====

Upon receipt of your tested telex with following contents you
are authorized to reimburse yourselves on our account with
Continental Bank International, New York:

- exact weight of lamb carcass
- exact weight of hogget carcass
- date of shipment
- name of vessel / name of captain
- loading port / destination port
- your confirmation that documents are in accordance with
credit terms.

Yours very truly,
CONTINENTAL ILLINOIS BANK
(SWITZERLAND)

DOCUMENT 75* - Plaintiffs Exhibits -
Exhibit "66" Telex from Capt. Mata to Fares
including retransmission of telex to CIBS -
25 September 1979

.NC
V
NC

918842 FARES G
FARES AA93087

FREMANTLE 25/9/79
ATT:MR FARES
FM: CAP.MATA

RETRANSMIT TX SENT TO CIBS AND TO BE SENT TO P.SCHUPP

QUOTE
MV 'ALMERIA STAR'
METROMEAT HAS CORRECTED LATE TODAY FREMANTLE LOADING INFORMATION
AS FOLLOWS:

33.607	FROZEN LAMB CARCASES	527,5580 MT.
17.113	' HOGG	236,6791 MT.

REPEAT ADELAIDE LOADING INFORMATION

140.019	' LAMB	2.153,896 MT.
12.976	' HOGG	268,034 MT.

TOTAL LOADED 3.186,1671 MT.

REGARDS
UNQUOTE
FARES AA93087

918842 FARES G

10

DOCUMENT 75* - Plaintiffs Exhibits -
Exhibit "66" Telex from Capt. Mata to Fares
including retransmission of telex to CIBS -
25 September 1979

DOCUMENT 76* - Plaintiffs Exhibits -
Exhibit "67" Telex from Capt. Mata to
Dingwall and Phillips - 14 October 1979

T⊕

METMEAT AA82218
FARES AA93087
FREMANTLE 14/10/79

ATT: MR K. DINGWALL/MR IAN PHILLIPS
FM: CAP MATA

REF: MEAT CONTRACT - 2ND SHIPMENT.

- 1) KINDLY BE ADVISED MV 'ALMERIA STAR' HAS BEEN CONTRACTED AGAIN TO PERFORM THIS 2ND SHIPMENT TO IRAN.
- 2) ETA ADELAIDE AM 30TH OCTOBER.
- 3) HAVING A TOTAL CAPACITY OF 3,700 TNS (800 TNS LESS THAN WE 10 EXPECT TO LOAD FIRST WEEK NOV.) ON THIS SHIP ASSUME SHE CAN BE LOADED IMMEDIATELY UPON ARRIVAL - PLS CONFIRM.
- 4) KINDLY INFORM AMOUNT OF CARGO (TNS) PREPARED IN ADELAIDE AND FREMANTLE.

BEST REGARDS

⊕

METMEAT AA82218
FARES AA93087

DOCUMENT 76* - Plaintiffs Exhibits -
Exhibit "67" Telex from Capt. Mata to
Dingwall and Phillips - 14 October 1979

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

GA
93087
FARES AA93087
METMEAT AA82218 16/10/79 0926HRS

ATTN: CAPT MATA

- 1) THANKS ADVICE "MV ALMERIA STAR" ETA 30TH OCTOBER.
- 2) WE CONFIRM BEING READY TO LOAD ON DAY OF ARRIVAL TONNAGE AS FOLLOWS:

	<u>LAMB</u>	<u>HOGGET</u>	<u>TOTAL</u>
S.A.	2400	600	3000
W.A.	200	500	700
	<u>2600</u>	<u>1100</u>	<u>3700</u>
	-----	-----	-----

KIND REGARDS
KEN DINGWALL
METMEAT AA82218
FARES AA93087

T⊕

METMEAT AA82218
FARES AA93087
FREMANTLE 16/10/79

ATT: MR K. DINGWALL/MR. IAN PHILLIPS
FM: CAP MATA

MR. RACHID FARES' MEAT CONTRACT.

KINDLY BE ADVISED THAT DR. BAHRAMI-KIA (IRANIAN VET) IS ARRIVING TOMORROW TO AUSTRALIA, WHERE HE INTENDS STAYING UNTIL COMPLETION OF MR. RACHID FARES' PRESENT CONTRACT WITH METRO MEAT.

DR. BAHRAMI-KIA HAS BEEN APPOINTED TO SUPERVISE THE WORKS IN CONNECTION WITH MR. RACHID FARES' - METRO MEAT CONTRACT - WE WILL MEET HIM AND ARRANGE ACCOMMODATION - WILL REVERT WITH MORE DETAILS WHEN HE IS SETTLED.

10

REGARDS

⊕

METMEAT AA82218
FARES AA93087

1 MEAT AA82218
FARES AA93087
FREMANTLE 26/10/79

ATT: MR K. DINGWALL
FM: CAP MATA

IRANIAN MEAT CONTRACT SUPERVISOR.

AS ANNOUNCED DAYS AGO IN OUR TX DD 16/10/79, KINDLY BE ADVISED
THAT IRANIAN VET DR. JAMSHID BAHRAMI KIA IS NOW SETTLED IN PERTH
AND READY TO START WORKING.

AS I HAVE EXPLAINED, HE WILL INSPECT, ON BEHALF OF I.M.O., METRO
MEAT FROZEN MEAT FOR EXPORT FROM AUSTRALIA TO IRAN UNDER RACHID
FARES-METRO MEAT PRESENT CONTRACT.

AS HE WILL REMAIN IN THIS POSITION UNTIL THE END OF SAID CONTRACT,
IT LOOK ADVISABLE TO ESTABLISH A METHOD OF WORK IN W.A. AND/OR
A. ABATTOIRS. SUGGEST YOU APPOINT TWO M. MEAT PERSONNEL,
ONE IN W.A. AND ONE IN S.A., WHOM HE COULD CONTACT FROM TIME TO
TIME TO ARRANGE VISITS TO THE DIFFERENT SLAUGHTER HOUSES. 10

KINDLY RETURN WITH YR COMMENTS.

REGARDS

•
METMEAT AA82218
FARES AA93087

DOCUMENT 80* - Plaintiffs Exhibits -
Exhibit "71" Telex from Capt. Mata to
Fares including retransmission of telex
from Burton to Capt. Mata - 1 November 1979

918842 FARES G
FARES AA93087
FREMANTLE 1/11/79

ATT: MR FARES
FM: CAP MATA

M/V 'ALMERIA STAR'..

BERTHED ADE 30TH MORN. LOADING BEGAN 30TH EVEN. SHIFT - LOADED
370 TNS. - A STOREMEN AND PACKERS STRIKE BEGAN YESTERDAY MORN.
WHICH WILL AFFECT SOUTH AUSTRALIAN COLD STORAGE (M.M. COLD STORE
AND THE PLACE WHERE OUR MEAT IS). AFTER A MEETING THEY HELD TODAY
AT 0800, IT WAS DECIDED TO MAINTAIN THEIR POSITION UNTIL NEXT
MONDAY AT 0800 (WHEN S AND P WILL DECIDE WHAT ACTION WILL BE TAKEN)
DUE TO EXTREMELY HIGH COSTS, IT WAS OUR INTENTION TO WORK ON SAT.
AND SUNDAY, BUT BEING UNCERTAIN RE S AND P DECISION ON MONDAY MORN.,
WE CANNOT AFFORD TO ORDER LABOUR. THUS WE ARE NOT WORKING, W, T,
F AND M MORNING.

K.D. IS IN SYDNEY (AMLC CONFERENCE) AND I.P. IN U.S.A. I HAVE
REQUESTED K.D. INFORM US TODAY WHAT M.M. POSITION IS AND WHAT WE
CAN EXPECT FOR NEXT WEEK.

FYG: S AND P ARE SEEKING A SALARY INCREASE IN M.M. COLD STORES,
WHERE THEY ARE EARNING LESS THAN ADEL. PORT AUTHORITY COLD STORES -
V. BURTON WAS INDICATING THAT THIS STRIKE DID NOT SPECIFICALLY
INVOLVE M.M., BUT OUR SOURCES INDICATE THAT THIS PROBLEM WAS CAUSED
DUE TO THE M.M. LOWER SALARIES. AWAITING M.M. INFO. - WILL REVERT.

RETRANS TX FM METRO MEAT:

QUOTE
METMEAT AA82218 1/11/79 1658 HRS

ATTN CAPT MATA
FROM VIV BURTON

'ALMERIA STAR'

RE TELCONV THIS AFTERNOON AND YOUR TLX ALSO THIS AFTERNOON.

PLEASE BE ADVISED THAT IN AN EFFORT TO RECOMMENCE LOADING METRO MEAT
LTD WERE PREPARED BY USING STAFF LABOUR AND OWNER DRIVERS TO
DELIVER PRODUCT TO VESSEL COMMENCING DAY SHIFT FRIDAY 2ND NOVEMBER
SUPPLYING AT THE RATE OF 40T PER HOUR DAY AND EVENING SHIFT HOWEVER
DUE TO THE UNCERTAINTY OF THE SITUATION WE PROPOSED TO CAPT GOMMER
OF YOUR ADELAIDE OFFICE WITH WHOM WE HAD BEEN IN CONSTANT
CONTACT THAT ONLY ONE GANG BE EMPLOYED ON THE DAY SHIFT TO TEST
THE REACTION OF THE WWF. THEN IF THIS WAS SUCCESSFUL TO EMPLOY
~~FOUR GANGS FOR EVENING SHIFT.~~

DOCUMENT 80* - Plaintiffs Exhibits -
Exhibit "71" Telex from Capt. Mata to
Fares including retransmission of telex
from Burton to Capt. Mata - 1 November 1979

SUBSEQUENT TO OUR DISCUSSIONS CAPT GOMMER ADVISED ME EARLY THIS AFTERNOON THAT AFTER DISCUSSION WITH THE SECRETARY OF THE WWF WHOM ADVISED CAPTAIN GOMMER THAT HIS WHARF MEMBERS WOULD NOT HANDLE OR LOAD PRODUCT DELIVERED TO THE WHARF FROM SOUTH AUSTRALIAN COLD STORES WE HAVE WITHHELD DELIVERIES.

THE SITUATION AT THIS STAGE IS THAT MEMBERS OF THE UNION INVOLVED IN THE STRIKE AT OUR COLD STORE THIS MORNING REFUSED TO NEGOTIATE AND HAVE DECIED NOT MEET AGAIN UNTIL 8 AM MONDAY THE 5TH

PLEASE BE ASSURED THAT WE ARE DOING EVERYTHING POSSIBLE TO END THIS DISPUTE.

KEN DINGWALL WILL CONTACT YOU TOMORROW WITH FURTHER DETAILS.
UNQUOTE

REGARDS

918842 FARES G
FARES AA93087

DOCUMENT 80* - Plaintiffs Exhibits -
Exhibit "71" Telex from Capt. Mata to
Fares including retransmission of telex
from Burton to Capt. Mata - 1 November 1979

GA
93087
FARES AA93087
METMEAT AAB2218 9/11/\$79 1650HRS

ATTN CAPT MATA
=====

RE "ALMERIA STAR" LOADING

- 1) DUE TO DELAY IN LOADING AND CHANGES IN PRODUCTION SINCE MY
TELEX OF 16TH OCTOBER AS WELL AS SHORTAGE OF FREEZER STORAGE
SPACE IN W.A. THE FOLLOWING IS OUR REVISED ESTIMATE OF TONNAGES
TO BE LOADED IN EACH STATE.

	LAMB	HOGGET	TOTAL
	====	====	====
S.A.	1850	700	2550
W.A.	150	1000	1150
	----	----	----
	2000	1700	3700
	====	====	====

10

- 2) WE ARE PRESUMING THAT THE VESSEL WILL STOW 3700 TONS BASED
ON 125 CU FT TO THE METRIC TONNE. JUST IN CASE IT CAN CARRY
HIGHER TONNAGE WE WILL HAVE EXTRA LAMBS IN STORE IN W.A. TO
TOP UP IF NECESSARY.
- 3) AS THE L/C WAS FOR 4100 TONS BASIS APPROXIMATELY 2800T
LAMB 1300 TONS HOGGET WOULD YOU PLEASE REQUEST THE BANK TO
AMEND THE L/C TO ABOUT 3700 TONS BASIS 2000T LAMB 1700T
HOGGET.
- 4) OVER THE TWO SHIPMENT THE TONNAGE OF EACH TYPE WILL NOW BE
MUCH CLOSER THE CORRECT RATIO OF LAMBS AND HOGGETS

20

REGARDS
DINGWALL:

METMEAT AAB2218*
FARES AA93087

DOCUMENT 81* - Plaintiffs Exhibits -
Exhibit "72" Telex from Metro Meat Ltd.
to Metper (D. Skinner) - 19 November 1979

MESSAGE TELE MESSAGE TEL

GA
92009
METPER AA92009
METMEAT AAB2218 19/11/79 1219HRSD

ATTN D SKINNER

ALMERIA STAR - SAILED ADELAIDE 1800 SAT 17TH ETA FREMANTLE TUES
20TH.

LOADED ADELAIDE:

LAMB 1,881,497 KGS
HOGGET 671,633 KGS

* TOTAL TONNAGE TO BE LOADED THIS VESSEL IS 3700 MT MORE IF STOWAGE
WILL ALLOW.

TO BE LOADED FREMANTLE

ALL HOGGETS 1000MT PLUS HOGGETS TO BE LOADED FIRST. THEN BLANCE
OF SPACE TO BE LOADED WITH LAMB.

WOULD ESTIMATE AROUND 120 TO 150 MT.

THE ESSENTIAL THING TO WATCH IS HOGGETS OUR CONTRACT ALLOWS FOR
ABSOLUTE MAXIMUM OF 18.7 KGS AVERAGE WEIGHT. THE AVERAGE WEIGHT
OF HOGGETS LOADED ADELAIDE WAS 20.7 KGS THEREFORE IT WILL BE
NECESSAR THAT THE AVERAGE WEIGHT OF HOGGET LOADED FREMANTLE WILL
BE SUFFICIENT TO BRING THE AVERAGE WEIGHT FOR THE TOTAL HOGGET
LOADING ADEL/FREM UNDER 18.7 KGS, AS WE DID LAST VOYAGE WE WILL
COMBINE DOCS IN ADELAIDE.

THE AVERAGE WEIGHT OF LAMB MUST NOT EXCEED 16.5 KGS. LOAD MAXIMUM
NUMBER OF HEAVY LAMBS 8'S 0'S 4'S AS POSSIBLE IN ORDER TO KEEP
LIGHTER LAMBS IN STORE.

BILLS OF LADING TO BE SIGNED BY MASTER.

REGARDS
VIV
METMEAT AAB2218*
METPER AA92009

DOCUMENT 81* - Plaintiffs Exhibits -
Exhibit "72" Telex from Metro Meat Ltd.
to Metper (D. Skinner) - 19 November 1979

DOCUMENT 13* - Plaintiffs Exhibits -
Exhibit "4" Telex from Capt. Mata
to Dingwall and Phillips - 28 November 1979

TELEX
TELEX
TELEX
TELEX
TELEX
TELEX
TELEX
TELEX

48085

TO:- AUSTRALIA

T
GA

GA
82218
METMEAT AA82218
FARES AA93037
FREMANTLE 28/11/79

ATT: MR KEN DINGWALL/MR IAN PHILLIPS
FM: CAP MATA

R. FARES - M.M. MEAT CONTRACT.

KINDLY ADVISE WHEN YOU PREFER L/C FOR NEXT SHIPMENT TO BE INSTRUCTED

FYR INFO M/V 'ALMERIA STAR' LEFT FREMANTLE YESTERDAY HAVING SPACE
ON BOARD FOR APPROX. 100 TNS MORE . AS THIS DEAD FREIGHT
REPRESENTS A SUBSTANTIAL LOSS FOR US, KINDLY BE PREPARED FOR NOT
LESS THAN 3,800 TNS FOR NEXT CALL.

ETA ADELAIDE 2ND JAN/80.

REGARDS

+
METMEAT AA82218
FARES AA93037

28 11 79	
MANAGEMENT	X
TRAINING DEP.	
TECHNICAL DEP.	
LINE WORK DEP.	
S. C. STAFF	
AGG. STAFF	
PAID	/ /
CHECKED	

10

DOCUMENT 82* - Plaintiffs Exhibits -
Exhibit "73" Telex from Capt. Mata to
Dingwall and Phillips - 28 November 1979

METMEAT AAB2218
FARES AA93087
FREMANTLE 28/11/79

ATT: MR KEN DINGWALL/MR IAN PHILLIPS
FM: CAP MATA

FOLLOWING OUR PHONE CONVERSATION SOME DAYS AGO, KINDLY BE ADVISED
THAT DR BAHRAMI KIA (IMO VET REP.) INTENDS TO VISIT YOU ON THURSDAY
6TH/DEC./79 MORNING, TO CO-ORDINATE HIS VISIT TO S.A. AND N.S.W.
ABBATOIRS - FOR THE NEXT DAY (BY PLANE).
OUR CAP GOMER WILL MEET HIM AT ADELAIDE AIRPORT AND WILL ARRANGE
HIS ACCOMMODATION AT THE GATEWAY INN AND WILL INTRODUCE HIM TO YOU
ALL.
KINDLY CONFIRM YR OK.

IO

REGARDS

*

METMEAT AAB2218
FARES AA93087

DOCUMENT 82* - Plaintiffs Exhibits -
Exhibit "73" Telex from Capt. Mata to
Dingwall and Phillips - 28 November 1979

GA
93087
FARES AA93087
METMEAT AAB2218 30/11/79 1159HRS

ATTN CAPT MATA

RE MEAT FOR NEXT VOYAGE ''ALMERIA STAR''

- 1) WE ESTIMATE VESSEL EARLIEST ARRIVAL ADELAIDE ALL THINGS GOING PERFECTLY AS 6TH JANUARY.
- 2) BECAUSE OF STRIKES AT MEATWORKS AND LOW PRODUCTION DURING COLD STORE STRIKE (NO COLD STORAGE SPACE) AND HOLIDAYS DURING XMAS AND NEW YEAR AT ALL OUR MEATWORKS WE DON'T ANTICIPATE HAVING IN EXCESS OF 3000 TONS BY EARLY JANUARY.
- 3) WE HAVE BEEN UNABLE TO BUY ANY DEAD MEAT IN FROM OTHER PACKERS IN N.S.W. AND VICTORIA WHICH WAS INTENDED WHEN WE OFFERED 20000 TONS BECAUSE OTHER CONTRACTS LET OUT BY THE I.M.O. TO SUPPLIERS IN N.S.W. HAS TAKEN ALL SURPLUS FROM THE MARKET.

ADDITIONALLY THE I.M.O. IS OUT AGAIN CIRCULATING ENQUIRIES FOR ANOTHER 10 TO 15,000 TONS OF LAMBS AND HOGGETS FROM AUSTRALIA WHICH IS MAKING OUR TASK OF PRODUCING OR BUYING IN UNDER THIS CONTRACT IMPOSSIBLE.

- 4) WE ARE STILL ENQUIRING WITH OTHER PACKERS FOR ADDITIONAL SURPLUS TO ENABLE A FULL LOAD ON THE NEXT SHIPMENT AND WILL INFORM YOU IF WE ARE SUCCESSFUL.
- 5) FOR NEXT SHIPMENT WE WOULD APPRECIATE YOU ESTABLISHING THE L/C FOR ABOUT 2700 TONS LAMB AND 1100 HOGGETS.

ALSO AS DISCUSSED WITH J.B. VILLEGAS IN SYDNEY WE ALSO REQUIRE A BANK GUARANTEE OF PAYMENT FOR ANY STOCK ON HAND IN STORE FOR THIS CONTRACT SHOULD FOR ANY REASON WHAT SO EVER THE MEAT IS UNABLE TO BE SHIPPED AGAINST THE L/C.

REGARDS
DINGWALL
METMEAT AA82218*
FARES AA93087

DOCUMENT 15* - Plaintiffs Exhibits -
Exhibit "6" Telex from CIBS to Bank
of Adelaide - 4 December 1979

07182226+
bankadl aa82226
1619/en
812048z cib ch

dec 04/79 ref 58598

fm continental ill bk zurich
to bank of adelaide adelaide

test: ~~2589~~ for dlrs 5.572.050.--

u r g e n t

we hereby open our irrevocable letter of credit 79/30046 as follows:

by order of: rachid fares enterprises, beirut
in faovour of: metro meat ltd, adelaide
amount: max. usdlrs 5.572.050.--
covering: about 2700 mt of lamb and 1100 mt of hogget
shipment on m/v almeria star from australia to bandar khorranshar
and/or bandar imam khomeini not later than 31 january 1980.
expiry date: 8 february 1980 in adelaide.

same documents required as our previous lc 79/30037 dtd 21 sept 79.

written confirmation will follow.

regards
continental illinois bank zurich

+++

⊕
bankadl aa82226
04.12.79 1621

GA
93087
FARES AA93087
METMEAT AA82218

17/12/79

1720HRS

FOR CAPT MATA

1. BENNET FARMERS FOR MILSON EXPORTS AND ELDERS FOR CLAUSEN ARE OUT BUYING FOR IRAN UP TO 3 YEARS OLD WETHERS AND HAVING DIFFICULTY GETTING NUMBERS. THEY ARE PAYING \$26 TO \$28 DELIVERED ADELAIDE AND PORTLAND FOR 45 TO 50 KG. SHEEP OF WITH 4 AND 6 TEETH.
2. WE QUOTE FULL MOUTH WETHERS AVERAGE 58 KG. AT 27.20 F.A.S. AND MAXIMUM 6 TEETH SHEEP AT 30.70 F.A.S. FOR PERSIA E.T.A. 18TH JANUARY 1980.
3. THE PERCENTAGE OF 6 TOOTH AVAILABLE IS AN UNKNOWN FACTOR. ALL WE CAN PROMISE IS WE WILL BUY ALL WE CAN FIND AT SIMILAR PRICE LEVELS AS ELDERS AND BENNETS ARE OFFERING. WE WILL NOT KNOW HOW THE PERCENTAGES ARE UNTIL THE END OF THE 1ST WEEK IN JANUARY AS VERY FEW SHEEP WILL BE TRADED BETWEEN NOW AND THE NEW YEAR. 10
4. WE REALISE THE REQUEST IS FOR AT LEAST 50% MAXIMUM 3 YEARS, HOWEVER OUR INSPECTION OF SHEEP LOADED EX ALBANY ON THE PERSIA FROM KOJONUP REVEALED MANY SHEEP THAT WERE FULL MOUTH SO WE REALISE THAT 6 TOOTH SHEEP ARE NOW BECOMING HARDER TO OBTAIN IN WEST AUSTRALIA ALSO.
5. PLEASE ADVISE WHAT TONNAGE OF PELLETS WILL BE REQUIRED FOR THE PERSIA. 20
6. WE RECEIVED THE L/C FOR THE ALMERIA STAR'S NEXT VOYAGE BUT NO BANK LETTER OF GUARANTEE IN CASE SHIPMENT CANNOT BE EFFECTED. PLEASE ADVISE WHEN THIS GUARANTEE WILL BE ESTABLISHED AS THE EVENTS IN IRAN CAN ONLY BE DESCRIBED AS VERY UNSTABLE AND THE BOARD OF METRO ARE VERY DISTURBED THAT WE ARE CONTINUING TO SUPPLY IRAN WITHOUT THIS GUARANTEE.

REGARDS
DINGWALL
METMEAT AA82218*
FARES AA93087

DOCUMENT 17* - Plaintiffs Exhibits -
Exhibit "8" Telex from Capt. Mata
to Dingwall - 18 December 1979

*

METMEAT AA82218
FARES AA93087
FREMANTLE 18/12/79

ATT: MR KEN DINGWALL
FM: CAP MATA

REF YR TX DD 17/12/79 - POINT 6 - M/V 'ALMERIA STAR'.

KINDLY BE ADVISED THAT L/C OPENED FM OUR SWITZERLAND BANK TO COVER ME SHIPMENTS ARE OPENED BY MR RACHID FARES BUT NOT FROM ANY IRANIAN BANK OR MEAT ORGANIZATION. THESE L/C'S ARE AND WERE HAVING AS BACKGROUND MR FARES' ENTIRE RESPONSIBILITY FOR THE WHOLE SHIPMENT YOU ARE AND WERE PREPARING. MR FARES WILL ALSO HAVE A SHIP UNDER TIME CHARTER TO COVER ANY POSSIBLE SHORTAGE OR LACK OF REEFER SPACE IN ORDER TO BE READY TO LOAD AS SOON AS METRO MEAT IS PREPARED TO DELIVER A COMPLETE SHIPMENT. KINDLY REMEMBER THAT UNTIL NOW WE HAVE NEVER SAILED WITH A FULL CARGO, DUE SHORTAGE OF MEAT SUPPLY. 10

ANYHOW, WE ARE NOT INCONVENIENCED BY INTERCHANGE OF LETTERS OF GUARANTEE FM FARES TO METRO MEAT AND FROM METRO MEAT TO FARES AS EXPLAINED TO YOU BY MR J. BLANCO VILLEGAS IN SYDNEY LAST MEETING.

MR VILLEGAS IS INFORMED REF YR TX DD 17/12/79 1720 HRS. POINT 6, AND HE WILL BE IN TOUCH WITH YOU SOONEST.

REGARDS

*

METMEAT AA82218
FARES AA93087

DOCUMENT 18* - Plaintiffs Exhibits -
Exhibit "9" Telex from Capt. Mata to
Dingwall - 19 December 1979

+

MEIMEAT AAB2218
FARE/ AA93087
FREMANTLE 19/12/79

ATT: MR KEN DINGWALL
FM: CAP MATA

M/V 'ALMERIA STAR' ETA ADE 3RD/JAN. KINDLY ADVISE TONNAGE TO BE
LOADED THERE AND IN FREMANTLE. PLS PREPARE A MINIMUM OF 3,800 TNS.

M/V 'PERSIA': SHE IS STILL ON HER WAY TO B.K. - PELLETS REQUIRED
FOR NEXT VOYAGE IS STILL UNCERTAIN, BUT AMOUNT WILL BE ABOUT
600 TNS.

REGARDS

*

METMEAT AAB2218
FARES AA93087

DOCUMENT 18* - Plaintiffs Exhibits -
Exhibit "9" Telex from Capt. Mata to
Dingwall - 19 December 1979

DOCUMENT 19* - Plaintiffs Exhibits -
Exhibit "10" Telex from CIBS Zurich to
Capt. Mata with retransmission of telex
from Bank of Adelaide to CIBS dated
15 November 1979, telex from CIBS to
Bank of Adelaide 19 November 1979 and
telex from CIBS to Bank of Adelaide 19
December 1979

1030/L1
0120452 CIB. CH

1 M. 20 12 28
X. dl

DEC 19/79 REF 59053

FM CIBS ZURICH
TO CAP. MATA

AS PER MR. FARES' INSTRUCTIONS PSE FIND HEREUNDER THE TEXT OF THREE
TELEXES BETWEEN BANK OF ADELAIDE, ADELAIDE, AND OURSELVES FOR YOUR
INFORMATION

QUOTE
TO CONTINENTAL ILLINOIS BANK ZURICH
FM BANK ADELAIDE ADELAIDE 15TH NOVEMBER

RE YOUR L/C 79/30037 FAVOUR METRO MEAT LTD STOP
IN VIEW OF ANNOUNCEMENT RE IRANIAN US ASSETS
FROZEN IN US BANKS BENEFICIARYS REQUEST YOU TELE
CONFIRM THAT REIMBURSEMENT YOUR ABOVE LETTER OF
CREDIT WILL BE MADE AS STATED ON RELATIVE CREDIT
UNQUOTE

10

QUOTE
NOV 19/79 REF 58128

FM CONTINENTAL ILL BANK ZURICH
TO BANK OF ADELAIDE ADELAIDE

REOUR L/C 79/30037 FAVOUR METRO MEAT LTD STOP

THIS IS TO CONFIRM THAT REUMBURSEMENT UNDER ABOVE CREDIT
WILL BE HONORED AS STATED ON RELATIVE CREDIT DATED
21 SEP 79 STOP

REGARDS
CIBS ZURICH
UNQUOTE

20

QUOTE
DEC 19/79 REF 59051

FM CONTINENTAL ILL BK ZURICH
TO BANK OF ADELAIDE ADLEAIDE

RE OUR DOC CREDITS FOR LIVE SHEEP AND SPECIALLY FROZEN MEAT
IN FAVOUR OF METRO MEAT LTD, ADELAIDE ORDER RACHID FARES ENTERPRISES
EIRUT/LEBANON

WE HAVE LEARNED FROM OUR CUSTOMER THAT BENEFICIARY IS IN DOUBT ABOUT
THE CREDITABILITY OF OUR CREDITS REGARDING HONORING OF YOUR REIMBUR-
SEMENT CLAIMS. WE WOULD LIKE TO INFORM YOU WHENEVER A CREDIT HAS BEEN
OPENED IN FAVOUR OF YOUR CUSTOMER THROUGH YOUR GOOSELIVES, WE UNDER-
TAKE FULL RESPONSIBILITY OF OUR ENGAGEMENT TO YOU FOR THE AMOUNTS
MENTIONED IN THE CREDITS AND WE WILL HONOR YOUR REIMBURSEMENT CLAIMS
WITHOUT ANY OBJECTIONS IF DOCUMENTS ARE IN COMPLIANCE WITH REQUESTED
TERMS FOR ALL PENDING AND FUTURE CREDITS REGARDLESS OF THE PENDING
OR ARISING SITUATION BETWEEN IRAN AND THE UNITED STATES. FOR YOUR
AND YOUR CUSTOMER'S INFORMATION PSE KNOW THAT AS SOON AS A VESSEL
SAILED FROM THE LOADING PORT, OUR PRINCIPALS INSTRUCT US TO ISSUE
A CREDIT TO COVER THE FORTHCOMING SHIPMENT. PSE INFORM YOUR CUSTOMER
AND WE WILL ASSURE YOU OF OUR BEST SERVICE IN FUTURE.

30

40

SEASON GREETINGS AND KINDEST REGARDS,
MAX LEHNER
UNQUOTE

DOCUMENT 19* - Plaintiffs Exhibits -
Exhibit "10" Telex from CIBS Zurich to
Capt. Mata with retransmission of telex -
from Bank of Adelaide to CIBS dated
15 November 1979, telex from CIBS to
Bank of Adelaide 19 November 1979 and
telex from CIBS to Bank of Adelaide 19
December 1979

DOCUMENT 20* - Plaintiffs Exhibits -
 Exhibit "I1" Telex from Capt. Mata to
 Dingwall - 20 December 1979

TELEX
 LEE
 X
 LEE
 X
 LEE
 X
 LEE
 X
 LEE
 X
 LEE
 X
 LEE

GA
 82218+
 METMEAT AA62218
 FARES AA93087
 FREMANTLE 20/12/79
 ATT:MR.KEN DINGWALL
 FM :CAP.MATA
 REF.MEAT CONTRACT

KINDLY ADVISE WHAT IS TEEE YOUR PRODUCTION PROGRAMME TO ENABLE US
 TO KNOW AMOUNTS AND DATES OF DELIVERY.

REGARDS
 FARES AA93087
 METMEAT AA82218

HAROLD JAMES ENTERPRISES OF AUSTRALIA PTY. LTD.		
IN.	21.12.79	
MANAGER	X	M
MANAGER		
TECHNICAL DEP.		
LIVESTOCK DEP.		
SECRETARY		
ACC. DEP.		
PAY	/ /	
CHECKED		

DOCUMENT 83* - Plaintiffs Exhibits -
Exhibit "74" Telex from CIBS to Capt.
Mata - 20 December 1979

FARES AA9308705
FARES AA93087
812048A CIB CH

ATTN CAP MATA
FM CIBS ZURICH

FURTHER TO OUR TELEX SENT TO YOU A FEW MINUTES AGO
WE HAVE FURTHERMORE INFORMED BANK OF ADELAIDE THAT WE HAVE
OBTAINED FROM MR FARES SPECIALLY FOR THE FROZEN MEAT CREDITS
STANDING INSTRUCTIONS TO ISSUE A FEE FURTHER CREDITS ASSOOK AS
A VESSEL HAS BEEN LOADED.

I WISH YOU CAP MATA A VERY MERRY CHRISTMAS A HAPPY NEW YEAR
AND A RESTFUL HOLIDAY

KINDEST REGARDS,
MAX LEHNER

FARES AA93087
812048A CIB CHO
FARES AA93087

20 12 79

MANAGEMENT	X	U
MARKETING DEP.		
TECHNICAL DEP.		
LEGAL DEP.		
...		

10

DOCUMENT 83* - Plaintiffs Exhibits -
Exhibit "74" Telex from CIBS to Capt.
Mata - 20 December 1979

I E L E X M E S

GA
 93087
 FARES AA93087
 NETMEAT AA82218 21 21/127EE 21/12/79 1629HRS

ATTN CAPT. MATA

REF MEAT SUPPLY

- 1) HAVE TALKED TO J.B. VILLEGAS TODAY IN ARGENTINE AND HAVE GIVEN HIM FOLLOWING FIGURES.

	LOAD	LAMB	HOGGET	TOTAL SHORTFALL	
	----	----	-----	----	-----
VOYAGE 3	JANUARY	2050	700	2750	1050
" 4	MARCH	1450	1050	2500	1300
" 5	MAY	1450	1050	2500	1300

- 2) WE ARE NEGOTIATING WITH W.A. LAMB BOARD WHO HAVE 300 TON LAMB IN STORE MELBOURNE ALREADY ON OFFER TO ANOTHER BUYER. 10
 IF THE OTHER PARTY DOESN'T TAKE THE 300 TONS BY MONDAY WE WILL BUY THE PRODUCT EVEN THOUGH IT WILL COST OVER \$200 PER TON LOSS TO METRO WITH FREIGHT INCLUDED TO ADELAIDE TO SHIP.
- 3) MR FARES IS ARRANGING TO NEGOTIATE WITH I.M.O. TO SUBSTITUTE MUTTON FOR THE NEXT VOYAGE AS WE CAN SUPPLY THIS TO FILL THE VESSEL. WE HOPE HE IS SUCCESSFUL AS THIS WILL GIVE US SOME TIME TO ORGANISE ALTERNATIVES FOR VOYAGE 4 AND 5.
- 4) I WILL NOT BE IN THE OFFICE NEXT WEEK BUT WILL BE AT HOME SO DON'T HESITATE TO CALL ME ON 795499

REGARDS
 DINGWALL
 METMEAT AA82218*
 FARES AA93087

DOCUMENT 22* - Plaintiffs Exhibits -
Exhibit "13" Telex from Capt. Mata to
Dingwall and Phillips - 30 December 1979

M/V 'ALMERIA STAR'
ETA ADE 6TH/JAN - ~~LOADING~~ DATE 7TH MORNING.

REGARDS

METMEAT AA82219
FARES AA93087

TO: - AUSTRALIA

T
GA
82218
METMEAT AA82218
FARES AA93087

FREMANTLE 30/12/79

ATT: MR KEN DINGWALL/MR IAN PHILLIP
FM: CAP MATA

MV 'ALMERIA STAR'

REF YR TX DD 21/12/79

WE ARE VERY CONCERNED FOR YR SHORTFALL - WE WILL REVERT WITH OUR
ANSWER - IN THE MEANTIME KINDLY BE ADVISED THAT W.A. LAMB BOARD
HAS AVAILABLE 900 TNS OF LAMB IN FREMANTLE RIGHT NOW.
WE STRONGLY INSIST ON THE NECESSITY TO COMPLETE EVERY SHIPMENT
FM AUSTRALIA (ABOUT 3,800 TNS) TO AVOID DEAD FREIGHT ON DEPARTURE
FM SECOND PORT.

REGARDS

METMEAT AA82218
FARES AA93087

PAYING FARES & CHARGES OF AUSTRALIA PTY. LTD.	
IN. 31.12.79	
YR AGREEMENT	X
YR REP.	
TELEPHONE DUTY	
LIVESTOCK DUTY	
CUSTOMS	
TAX DUTY	
PAYD: / /	
CHEQUE: / /	

10

DOCUMENT 22* - Plaintiffs Exhibits -
Exhibit "13" Telex from Capt. Mata to
Dingwall and Phillips - 30 December 1979

DOCUMENT 23* - Plaintiffs Exhibits -
Exhibit "14" Telex from Robinson to
Fares with retransmission of telex from
Robinson to Capt. Mata - 3 January 1980

AF057 12.42
918842 FARES G
KEY+7193087+AA08
FARES AA93087
918842 FARES G

FWLG TLX JUST SENT TO CAPT MATA AT PORTLAND.

CC FARES AUST IN CASE HE HAS ALREADY LEFT

QUOTE
3/1/80

ATTN: CAPT MATA
RM: 34

MR RF, WHO IS AT MALLARDS, HAS TRIED UNSUCCESSFULLY TO PHONE
YOU

1
BANK OF ADELAIDE ALREADY RETURNED L/CS MISTAKENLY OPENED TO MM

2
KD PHONED TO CFM PURCHASE OF FURTHER 270 TONS RISING TOTAL SO
FAR JUST OVER 3000 AND PROPOSING TO LOAD THE BALANCE FM
WALB IF WE SHARE DIFFERENCE OF PRICE.
TO ENABLE US CONSIDERING HIS OFFER, WE ASKED HIM TO CFM
2 DATES OF SHIPMENT ABOUT 3.800/4.000T. (ALMERIA STAR OR
SUBSTITUTE).
HE PROMISED TO COME BACK TOMORROW BY 9.00 A.M. ADELAIDE TIME.
MR. FARES SUGGESTS YOU CTC HIM BEFORE THEN.

3
PLS GET FM ARIES CHIEF ALL DETAILS NEEDED TO BE TELEXED TO
LEBANESE AUTHORITIES TO PREPARE FORMALITIES FOR TAKE OVER IN
SINGAPORE (TLX TO THE CONSULAR AND OTHER FORMALITIES YOU
MAY REQUIRE)

KINDEST REGARDS

GREETINGS AND BEST WISHES FOR THE NEW YEAR

MISS ROBINSON

918842 FARES G
FARES AA93087T

DOCUMENT 24* - Plaintiffs Exhibits -
Exhibit "15" Telex from Burton to
Capt. Mata - 18 January 1980

GA
93087
FARES AA93087
METMEAT AA82218 18/1/80 1650HRS

ATTN: CAPT. MATA

FROM VIV BURTON

ALMERIA STAR L/C 79/30046

AS NOW ANTICIPATE LOAD TOTAL W.A. AND S.A. ABOUT 764 MT HOGGET AND
3061 MT LAMB WOULD APPRECIATE A/C BEING AMENDED TO READ.

ABOUT 3000 M TON LAMB
ABOUT 760 M TON HOGGET

PLEASE CONFIRM

REGARDS
METMEAT AA82218*
FARES AA93087

DOCUMENT 24* - Plaintiffs Exhibits -
Exhibit "15" Telex from Burton to
Capt. Mata - 18 January 1980

DOCUMENT 25* - Plaintiffs Exhibits -
Exhibit "16" Telex from Metro Meat Ltd.
to Metper (Skinner & Ware) 18 January 1980

MESSAGE TELETYPE

6A
92009
METPER AA92009
METMEAT AA82218 18/1/80 12XX 1430HRS

ATTN: DARRYL SKINNER/JACK WARE

ALMERIA STAR, THANKS YOURS.

TOTAL TONNAGE REQUIRED FOR VESSEL AROUND 3825 MT.

LOADED ADEL HOGGET	224 MT	LAMB 2053
ESTIMATE LOAD FREMANTE HOGGET	540 MT	LAMB 1008
	-----	-----
	764 MT	3061

TOTAL 3825 MT.

WE ADVISED FARES WE COULD SUPPLY AROUND 3825 TONS THEREFORE IF HOGGET FIGURE SHOULD FALL INCREASE THE LAMBS ACCORDING.. IMPERATIVE SHIP MAXIMUM AMOUNT OF HOGGETRS. 10
LAMBS MUST AVERAGE BETWEEN 16.5 TO 13.5 KG.
HOGGETS MUST AVERAGE BETWEEN 18.7 TO 15.3 KG.

THIS IS A LETTER OF CREDIT REQUIREMENT. (MOST IMPORTANT).

REGARDS
VIV BURTON
METMEAT AA82218*
METPER AA92009

DOCUMENT 25* - Plaintiffs Exhibits -
Exhibit "16" Telex from Metro Meat Ltd.
to Metper (Skinner & Ware) 18 January 1980

DOCUMENT 26* - Plaintiffs Exhibits -
Exhibit "17" Telex from Capt. Mata to
Dingwall - 23 January 1980

ETMEAT AA82218
ARES AA93087

REMANTLE 23/1/80

TT: MR KEN DINGWALL
M: CAP MATA

M/V PERSIA -
./C OPENED YESTERDAY AS AGREED

MEAT CONTRACT
WE MUST CONFIRM TODAY LAST TWO SHIPMENTS TO ASSURE M/V 'ALMERIA
STAR' - BLUE STAR LINE WILL PUT THIS SHIP TO OUR DISPOSITION
SOME TIME BETWEEN 25TH APRIL TO 15TH MAY FOR FOURTH SHIPMENT AND
BETWEEN 15TH TO 30TH JULY FOR THE FIFTH AND LAST SHIPMENT.
KINDLY CONFIRM TODAY THAT MM WILL HAVE TWO SHIPMENTS OF 3,800 TNS
EACH PREPARED FOR EACH ONE OF THE ABOVEMENTIONED PERIODS..

REGARDS

* ()
METMEAT AA82218
FARES AA93087

DOCUMENT 26* - Plaintiffs Exhibits -
Exhibit "17" Telex from Capt. Mata to
Dingwall - 23 January 1980

DOCUMENT 26* - Plaintiffs Exhibits -
Exhibit "17" Telex from Capt. Mata to
Dingwall - 23 January 1980

ETMEAT AAB2218
ARES AA93087

REMANTLE 23/1/80

TT: MR KEN DINGWALL
M: CAP MATA

:/V PERSIA -
./C OPENED YESTERDAY AS AGREED

MEAT CONTRACT
WE MUST CONFIRM TODAY LAST TWO SHIPMENTS TO ASSURE M/V 'ALMERIA
STAR' - BLUE STAR LINE WILL PUT THIS SHIP TO OUR DISPOSITION
SOME TIME BETWEEN 25TH APRIL TO 15TH MAY FOR FOURTH SHIPMENT AND
BETWEEN 15TH TO 30TH JULY FOR THE FIFTH AND LAST SHIPMENT.
KINDLY CONFIRM TODAY THAT MM WILL HAVE TWO SHIPMENTS OF 3,800 TNS
EACH PREPARED FOR EACH ONE OF THE ABOVEMENTIONED PERIODS. .

REGARDS

* (

METMEAT AAB2218
FARES AA93087

DOCUMENT 26* - Plaintiffs Exhibits -
Exhibit "17" Telex from Capt. Mata to
Dingwall - 23 January 1980

DOCUMENT 27* - Plaintiffs Exhibits -
Exhibit "18" Telex from Dingwall to
Capt. Mata - 23 January 1980

GA
93087
FARES AA93087
METMEAT AA82218 23/1/80 1645HRS

FOR CAPT. MATA

'ALMERIA STAR' PROPOSED 4TH AND 5TH SHIPMENTS
=====

1. SINCE DISCUSSIONS WITH RACHID LATE DECEMBER EARLY JANUARY POLITICAL DEVELOPMENTS HAVE BEEN TAKING PLACE WHICH COULD HAVE A MAJOR INFLUENCE ON CONTINUATION OF SUPPLIES OF MEAT FROM AUSTRALIA TO IRAN.
2. THE AUSTRALIAN PRIME MINISTER IS LEAVING AUSTRALIA LATE JANUARY FOR DISCUSSIONS WITH THE PRESIDENT OF U.S.A. IN EARLY FEBRUARY ON PROPOSED ECONOMIC SANCTIONS AGAINST U.S.S.R. RE AFGANISTAN AND SIMILAR SANCTIONS AGAINST IRAN BECAUSE OF THE U.S. HOSTAGES IN TEHRAN.
3. AT THIS STAGE IN THE CASE OF IRAN THE TYPE OF PROPOSED SANCTIONS HAS NOT BEEN CLARIFIED BY PEOPLE IN CANBERRA BUT ON ENQUIRY WE HAVE BEEN WARNED NOT TO MAKE ANY COMMITMENTS TO IRAN UNTIL THE OFFICIAL DECISIONS OF THE OUTCOME OF THE JOINT TALKS IN U.S.A. ARE ANNOUNCED.
4. IN DISCUSSIONS WITH AYATOLAH MENHAIJ IN ADELAIDE LAST THURSDAY HE LEFT ME IN NO DOUBT THAT IF AUSTRALIA AGREED TO SANCTIONS AGAINST IRAN TO SUPPORT THE U.S.A. IRAN WOULD CEASE ALL TRADE WITH AUSTRALIA.
5. I RECOMMEND UNDER THE ABOVE CIRCUMSTANCES THAT RACHID SHOULD EXPLAIN THE ABOVE TO BLUE STAR AND ASK THEM TO DEFER DECISIONS ON THE 4TH AND 5TH SHIPMENTS UNTIL THE SANCTION ISSUE IS CLARIFIED IN APPROXIMATELY TWO WEEKS TIME.

REGARDS
DINGWALL
METMEAT AA82218*
FARES AA93087

DOCUMENT 29* - Plaintiffs Exhibits -
Exhibit "20" Telex CIBS to Bank of
Adelaide - 24 January 1980

07182226+
bankadl aa82226
1420/eb
812048z c1b ch

jan 24/80 ref 60104

fm continental illinois bank zurich
to bank of adelaide adelaide

rest: ~~24.1.80~~ (dd 24.1.80)

we hereby open our irrevocable letter of credit 80/30002 as follows:

by order of: rachid fares enterprises, beirut
in favour of: metro meat Ltd., adelaide
amount: about usdtrs 5.000.000.--
covering about 3800 m/tons carcasses lamb and/or hogget
expiry date: 2 june 1980 in adelaide
latest shipment date: 25 may 1980

same documents required as our previous lc 79/30046 dated
4 december 1979 stop

written confirmation will follow

regards
cibs zurich

DOCUMENT 90* - Plaintiffs Exhibits -
Exhibit "81" Extracts of Minutes Metro
Meat Ltd. - 25 January, 25 March 1980

AUSTRALIAN OILSEED INDUSTRIES

Mr. Turner reported that an approach has been received from Southern Farmers to buy our shareholding in Australian Oilseeds.

It was resolved that a sub-committee comprising Messrs. Dingwall, Beck and Powell negotiate any possible sale of the shares held by Metro Meat Ltd. in Australian Oilseed Industries Ltd. at a minimum price of \$1.25 per share without reference back to this board.

DIRECTORS' FEES

It was resolved that Directors' Fees be paid at the following rates for the year 1979/80 :-

Chairman	\$13,000 p.a.
Non-executive Directors	7,000 p.a. each with a pro-rata amount payable to Mr. P.M. Sellars for the period 1st January to 30th June, 1980.

MANAGING DIRECTOR'S VISIT TO IRAN

Mr. Dingwall reported in detail on his recent visit to Iran, in company with a representative of Oceanic Traders, and the following comments were noted :-

- the purpose of the visit was to follow up enquiries being received for the supply of hoggett and young mutton to Iran, and to negotiate the sale of sheep meat to Iran in conjunction with Oceanic Trading;
- the I.M.O. has changed Managing Directors three or four times since the new regime came to power, but now seems a more permanent arrangement;
- there is a shortage of meat and Iran's degree of self sufficiency has decreased from 75% to 60%;
- a delegation from New Zealand was in Iran for negotiations on the supply of lamb at the same time;
- four meetings were held in three days and agreement was reached to supply :-

11,500 tonnes mutton	@	\$1,700/tonne
500 tonnes hoggett	@	\$1,800/tonne

These prices are well above the rest of the world market prices;

- the contract was signed with Oceanic Trading in Iran with Oceanic and Metro each to supply half the contract;
- performance bond was eventually set up after some problems with the A.R.Z. bank;
- the first shipment is due at the end of April and the next late May;
- an agreement was signed for a supply of 100,000 tonnes of sheep meat to Iran by 1981, subject to negotiation on price. Negotiation is to be only through Oceanic/Metro in Australia, or if not through Metro in Western Australia, to be restricted to output from Western Australian plants;

1004
25/3/80

MANAGING DIRECTOR'S VISIT TO IRAN (Cont..)

- the price for the next 8,000 tonnes is to be negotiated in a month or so;
- Iran must purchase about 250,000 tonnes of meat a year to maintain supply.

The report was received and approved.

LIVESHEEP

Mr. Dingwall reported that :-

- the "Persia" was in a week ago. We shall probably not be supplying this ship again;
- the "Farid Fares" is loading in Tasmania;
- Fares has bought the "Aries Chief" and renamed it "Fernando F";
- Fares will be looking for a new contract to supply Iran for 1,200,000 sheep;
- we should be able to participate in a contract for the supply of live sheep to Iran either through Homizi or P. Vroom from Livestock Express;
- possible interest in supplying Saudi on joint venture basis and supply some technicians to teach and train Sudanese workers in a new Danish-built abattoir in Saudi;
- in 1980/81 expect to ship about 1,200,000 livesheep from South Australia.

NOTED

WESTERN AUSTRALIAN OPERATIONS

Mr. Ware reported that :-

- a) all equipment from the boning room at Fremantle is being moved out;
- b) Product will be left in Fremantle Cold Stores until only small amount left and then move out entirely.
Providing area to be provided by Cold Stores of Australia should be ready by end of October.
- c) Office relocation will take place next weekend.
- d) Geraldton boning room is being advertised for auction;
- e) agents have been looking at best way to sell King River, possibly in three lots.

NOTED

NEW SOUTH WALES OPERATIONS

- a) Old Cowcumbra is to be auctioned on 28th March. The reserve price has been set at \$700,000 if sold as one piece.

- in Western Australia (Cont..)

25/1/80

- all other results were in line with expectations.
- in retail, Bullcreek is still a problem with a lack of people in the shopping centre. Further housing development is expected in the area shortly.
- Geraldton is to shutdown in March for 4 weeks, re-opening after Easter
- Katanning will shutdown in May.

- in New South Wales

- \$84,000 loss on lamb trading
- no beef or pigs at Cootamundra yet
- transport company was affected by the lack of freight over the holiday period.

HALF YEARLY REPORT TO STOCK EXCHANGE

It was noted that for the purpose of the half yearly profit announcement, many adjustments for stock valuation, expansion grants, and doubtful debts are still to be finalised.

It was resolved that the Stock Exchange report and half-yearly profit announcement be considered as soon as the figures have been finalised.

IRANIAN MARKET

Mr. Dingwall reported that the third shipment of lamb and hoggett carcasses is being loaded in Fremantle now. Two more shipments are due in April and July, but uncertainty exists until the position on sanctions is clarified by the Government.

S.A. OPERATIONS

a) Mr. Beck reported that the Somerton premises of Direct Meat Ltd. have been sold for \$95,000.

NOTED

b) Mr. Arthur advised that the property at Millicent is to be auctioned at the end of February as a whole with a reserve of \$125,000.

NOTED

c) Mr. Beck reported that the property next to the Mill at Meningie owned by the Lutheran Church has been offered to us for \$8,000.

It was resolved that an offer of \$5,000 be made for the property owned by the Lutheran Church.

C.M.I. FARMS

The accounts to the end of December were tabled and noted. Profit for the 6 months was \$246,335.

Investigation into the possibility of extending the growing area is being made. Sales have been increased to take advantage of the good prices prevailing.

NOTED

DOCUMENT 30* - Plaintiffs Exhibits -
Exhibit "21" Telex from Capt. Mata
to Dingwall - 29 January 1980

METMEAT AA82218
FARES AA93087
FREMANTLE 29/1/80

ATT: MR DINGWALL
FM: CAP MATA

IN REPLY TO YR TLX OF 23/1/80 -
'ALMERIA STAR' PROPOSED 4TH AND 5TH SHIPMENTS.

A
NOWADAYS THERE ARE MANY RUMOURS CONCERNING THE SITUATIONS
IN DIFFERENT PARTS OF THE WORLD BUT WE ARE CERTAINLY NOT IN
A POSITION TO FORESEE AS FROM NOW WHAT COULD BE THE DEVELOPMENTS
IN THE FUTURE.

B
IF IN THE PRESENT SITUATION YOU HAVE BEEN WARNED NOT TO
TAKE COMMITMENTS TO IRAN, SUCH WARNING COULD PERHAPS
APPLY FOR FUTURE COMMITMENTS BUT CERTAINLY NOT FOR ALREADY
EXISTING CONTRACTS THE EXECUTION OF WHICH IS IN PROGRESS.
IN OUR CASE THE COMMITMENT ALREADY EXISTS FOR A LONG TIME
AND THIS COMMITMENT, AS YOU ARE FULLY AWARE, IS BOUND BY AN
UNCONDITIONAL BANK GUARANTEE.

C
FURTHERMORE SINCE THE L/C IS ALREADY OPENED IN YOUR FAVOUR
AND WE ARE READY TO TAKE DELIVERY OF THE QUANTITIES ANYHOW
WE SEE NO POINT IN WORRYING ABOUT POSSIBLE DEVELOPMENTS IN THE
POLITICAL SITUATION.

D
WE HAVE ALSO TO BEAR IN MIND THAT AN EVENTUAL GOVERNMENT
DECISION GENERALLY LIMITS ITS EFFECT TO THE FUTURE (WITH
NO RETROACTIVE EFFECT) AND DOES NOT, AS A RULE, AFFECT
CONTRACTS THE EXECUTION OF WHICH IS IN FULL PROGRESS OR
STOP THE SHIPMENT OF A QUANTITY OF MEAT WHICH HAS BEEN
ALREADY PREPARED.

E
WE THANK YOU FOR YOUR RECOMMENDATIONS IN PARA 5 OF YOUR TLX
BUT AS WE HAVE NO OTHER ALTERNATIVE BUT TO CONTINUE THE
SHIPMENTS WE ASK YOU TO KINDLY MAKE SURE THE QUANTITIES WILL
BE PREPARED IN TIME FOR THE FORESEEN DATES OF SHIPMENT

REGARDS

*
METMEAT AA82218
FARES AA93087

DOCUMENT 30* - Plaintiffs Exhibits -
Exhibit "21" Telex from Capt. Mata
to Dingwall - 29 January 1980

DOCUMENT 31* - Plaintiffs Exhibits -
Exhibit "22" Telex from Dingwall to
Fares - 13 February 1980

020
INTLX 0441819 *
METMEAT AAB2218
6A
31918842+
918842 FARES G
METMEAT AAB2218 4J/2/80 - 1750HRS

FOR MR. RACHID FARES

RE LAMB/HOGGET SUPPLY FOR IRAN

1. THE FOLLOWING TONNAGE HAS BEEN SHIPPED ON THE "ALMERIA STAR"

	LAMB	HOGGET	TOTAL
1ST VOYAGE	2391	796	3187
2ND VOYAGE	2094	1674	3768
3RD VOYAGE	3048	831	3879
	7533	3301	10834

ON THE 3RD VOYAGE BY AGREEMENT, IN ORDER TO FILL THE VESSEL,
WE PURCHASED 843 TON OF LAMBS FROM THE WEST AUSTRALIAN LAMB
BOARD EX THEIR STOCKS IN FREMANTLE.

2. IN OUR DISCUSSION BY PHONE ON THE 2ND JULY 1979 WE AGREED THAT
IF THE VESSEL DISCHARGED IN IRAN IN LESS THAN 40 DAYS YOU WOULD
PAY METRO MEAT AN ADDITIONAL PRICE WHICH WAS EXPECTED TO BE
ABOUT \$30 PER TONNE.

THIS WAS DISCUSSED WITH YOU DURING DECEMBER IN RESPECT OF THE
FIRST VOYAGE AND ACCEPTED, HOWEVER WE HAVE NOT RECEIVED ANY
PAYMENT IN THIS RESPECT.

3. AS THE FIRST TWO SHIPMENTS BOTH DISCHARGED IN 9 TO 10 DAYS AND
THERE APPEARS TO BE NO LIKELY HOLD UP WHEN THE "ALMERIA STAR"
DISCHARGES SHORTLY IN FEBRUARY AT KORAMSHAH I WOULD APPRECIATE
A TRANSFER OF FUNDS AS FOLLOWS:

10834 TONS AT \$30	325,020
843 TONS AT \$125	105,375
TOTAL U.S. DOLLARS	430,395

4. THE 843 TONS PURCHASED FROM THE LAMB BOARD WAS EX FREMANTLE
AND DOES NOT INCLUDE THE 283 TONS PURCHASED FROM THE LAMB
BOARD EX MELBOURNE AND LOADED IN ADELAIDE.

5. SUBJECT TO RECEIVING THE ABOVE FUNDS I WILL THEN EXAMINE
THE POSITION AND POSSIBILITIES TO SHIP FURTHER TONNAGE IN MAY AND
LATE JULY.

6. THIS LAST VOYAGE WE HAD GREAT DIFFICULTY IN CONVINCING THE
IRANIAN EMBASSY TO CERTIFY THE DOCUMENTS AS THEY NOW CLAIM THE
ONLY CERTIFICATION CAN BE BY AYATOLLAH MENHAJ WHO IS IN
AUSTRALIA TO SUPERVISE THE ISLAMIC SLAUGHTERING OF MEAT FOR
IRAN.

THIS MEANS THAT ANY LETTERS OF CREDIT FOR IRAN WILL NEED TO
HAVE THE CERTIFICATION CLAUSE CHANGED.

REGARDS
K. DINGWALL
METMEAT AAB2218*
918842 FARES G

DOCUMENT 31* - Plaintiffs Exhibits -
Exhibit "22" Telex from Dingwall to
Fares - 13 February 1980

210301Z FEB 80
09/09 16:08
METMEAT AAB2218

ATT MR KEN DINGWALL

REF TO YOUR TELEX DATED FEB 13TH AND FOLLOWING OUR LAST DISCUSSIONS

A-EVEN THOUGH THE PERFORMANCE OF THE FORMER SHIPMENTS WAS FAR FROM BEING SATISFACTORY AND THE BONUS TO BE PAYED FOR PROMPT DELIVERIES IS ENTIRELY LEFT TO OUR DISCRETION WE ARE NEVERTHELESS READY TO PAY FOR THE FIRST TWO SHIPMENTS AND FOR ANY FURTHER ONE WHICH WILL BE COMPLETED IN LESS THAN 40 DAYS A BONUS CALCULATED ON BASIS OF 30 \$ U. S.A PER TON PROVIDED HOWEVER THAT THE FULL QUANTITIES FORESEEN IN OUR AGREEMENT WILL BE DELIVERED

B-TO THAT EFFECT WE HAVE ALREADY INSTRUCTED OUR BANK IN ZURICH TO OPEN A LETTER OF CREDIT IN YOUR FAVOUR FOR THE AMOUNTS TO BE PAYED IN RESPECT OF THE BONUS AT THE CONDITION THAT THE QUANTITIES FORESEEN IN OUR AGREEMENT ARE FULLY DELIVERED.

C-PLEASE TAKE NOTE OF THE ABOVE AND CONFIRM TO US AS SOON AS YOU RECEIVE THIS TELEX THE DATE OF THE NEXT TWO SHIPMENTS OF 3800 TONS EACH.

D- YOU CERTAINLY REALIZE, AS WE STRESSED BEFORE, IT IS ON THE STRENGTH OF YOUR COMMITMENT WITH US THAT WE COMMITTED OURSELVES WITH IMO AND BACKED OUR COMMITMENT WITH AN UNCONDITIONAL BANK GUARANTEE OF OVER FOUR MILLION DOLLARS. ANY FAILURE IN THE FULFILMENT OF THE CONTRACT WILL MEAN ENDANGERING THIS GUARANTEE BESIDE GENERATING OTHER CONSIDERABLE DAMAGES AND PREJUDICES.

AWAITING YOUR CONFIRMATION, KINDEST REGARD,

R. FARES

WELL REC????
METMEAT AAB2218.....
004.2 MIN

IS A G E T E L E X M E S S A G E T E L E X

⊕
BANKADL AA82226
1540/EB
812048A CIB CH

DD 3/3
Rcl 4/3

MAR 03/80 REF 61724

FM CONTINENTAL ILLINOIS BANK ZURICH
TO BANK OF ADELAIDE ADELAIDE

REF. FROZEN LAMB AND HOGSET CONTRACT
METRO MEAT LTD / RACHID FARES ENTERPRISES
OUR REF L/C 79/30046 YOUR 4096-001/4099-001

THIS IS TO CONFIRM ON BEHALF OF OUR CLIENTS THAT, SUBJECT TO
METRO MEAT'S SUPPLYING THE TOTAL QUANTITY FROZEN IN THE
CONTRACT, YOU ARE REQUESTED TO PAY METRO MEAT AS BONUS USDLRS
30.-- PER METRIC TON FOR THE FIRST TWO SHIPMENTS AND FOR ANY
FURTHER ONE THAT WILL BE COMPLETED IN LESS THAN 40 (FOURTY) DA

OSCI 27W 7 - Telex sent.

REGARDS
CIBS ZURICH

+++

⊕
BANKADL AA82226T⊕
.....

TELEX MESSAGE

GA 25231
OCEXP AA25231
METHEAT AAB2218/S 4/3/80 1509HRS
ATTN MR STEWART COUSINS

AS AGREED WE CONFIRM BY TELEX THE DRAFT OF THE ARRANGEMENTS FOR
JOINT CONTRACTING TO SUPPLY MEAT TO THE IRAN MEAT ORGANISATION
(I.M.O.) BY OCEANIC MEAT TRADERS (W.A.) PTY. LTD. (OCEANIC) AND
METRO MEAT LTD. (METRO)

CONTRACTING

IT IS AGREED IN THE INITIAL CONTRACTING THAT OCEANIC WILL BE THE
CONTRACTING PARTY WITH THE I.M.O. AND METRO WILL SUPPLY FIFTY
PERCENT OF THE TONNAGE CONTRACTED.

THE TONNAGE TO BE SUPPLIED BY EACH PARTY WILL BE BY MUTUAL AGREEMENT
PRIOR TO CONTRACT COMMITMENTS.

AGENTS

OCEANIC AND METRO HAVE AGREED TO APPOINT RAJA ANJAD MAHAZ KHAN
OF SANTAM IRAN CO. AS THEIR AGENT IN TEHRAN, IRAN FOR THE PURPOSE
OF CONTRACTING WITH THE I.M.O.

IT HAS BEEN AGREED THAT THE AGENT'S COMMISSION BE 50 U.S. DOLLARS
PER NET METRIC TONNE FOR MUTTON AND 25 U.S. DOLLARS PER NET METRIC
TONNE FOR HOGGET ON THE INITIAL CONTRACT SIGNED BY BOTH PARTIES ON
THE 25TH FEBRUARY, 1980.

COMMISSION RATES WILL BE AGREED UPON BY OCEANIC AND METRO WITH THE
AGENT PRIOR TO EACH CONTRACT.

THE COMMISSION PAYABLE ON EACH SHIPMENT WILL BE DEDUCTED BY OCEANIC
FROM THE GROSS AMOUNT DRAWN AGAINST THE LETTER OF CREDIT HELD BY
OCEANIC.

OCEANIC WILL MAKE ALL ARRANGEMENTS FOR COMMISSIONS TO BE TRANSFERRED
TO THE AGENTS ACCOUNT OVERSEAS.

PERFORMANCE BOND

IT IS AGREED THAT METRO WILL ESTABLISH A LETTER OF GUARANTEE WITH
THE A.N.Z. BANKING GROUP, PITT AND HUNTER ST., SYDNEY WITH
OCEANIC AS THE BENEFICIARY FOR METRO'S PROPORTION OF EACH PERFORMANCE
BOND.

THE LETTER OF GUARANTEE WILL BE EXACTLY THE SAME WORDING AS THE FULL
PERFORMANCE BOND LETTER OF GUARANTEE ESTABLISHED BY OCEANIC THROUGH
BANK MELLI IRAN WITH THE I.M.O. AS THE BENEFICIARY.

IN THE EVENT OF THE I.M.O. CLAIMING AGAINST THE PERFORMANCE BOND
OCEANIC AND METRO WILL BE EQUALLY LIABLE UNLESS THERE IS A CLEARLY
DEFINED SEPARATE LIABILITY CREATED BY EITHER PARTY IN ITS
PERFORMANCE OF THE CONTRACT RESULTING IN THE CLAIM BY THE I.M.O.
IN THE SUPREME COURT OF WESTERN AUSTRALIA

TELEX MESSAGE

OCEANIC AND METRO WILL MAINTAIN CLOSE LIAISON AND CO-OPERATION IN ORDER TO ARRANGE SHIPPING FOR THE CARRIAGE OF MEAT FROM AUSTRALIAN PORTS TO IRAN UNDER THE CONTRACTS.

BOTH PARTIES WILL AGREE ON CHARTER RATES AND VESSEL SCHEDULES BEFORE FIRM COMMITMENTS ARE MADE WITH THE SHIP OWNERS OR CHARTERING AGENTS.

FREIGHT AVERAGING, PORTS OF LOADING AND TONNAGE WILL BE MUTUALLY AGREED UPON AS CIRCUMSTANCES PERMIT FROM TIME TO TIME.

THESE DETAILS WILL BE CONFIRMED AND ACCEPTED BY TELEX MESSAGES BETWEEN THE PARTIES.

COSTS + EXPENSES

ALL GENERAL COSTS AND EXPENSES ASSOCIATED WITH ESTABLISHING THE CONTRACT WILL BE SHARED BETWEEN THE PARTIES IN ACCORDANCE WITH THEIR RESPECTIVE PROPORTIONS OF THE CONTRACT. ALL OTHER COSTS EXCLUDING SEA FREIGHT, IN PERFORMING THE RESPECTIVE PARTIES PROPORTION OF THE CONTRACT WILL BE BORNE SEPARATELY BY EACH PARTY OCEANIC AND METRO.

REGARDS
K. DINGWALL
MANAGING DIRECTOR

STEWART

1) THIS IS AN INITIAL DRAFT COVERING THE MAIN POINTS OF OUR AGREED POLICY FOR JOINT CONTRACTING WITH I.M.O.

PLEASE LET ME HAVE YOUR COMMENTS RE ADDITIONS, AMENDMENTS ETC

2) WE HAVE SET IN TRAIN THE LETTER OF GUARANTEE WITH THE ADELAIDE BANK AND HOPEFULLY THEY WILL TELEX THE ANZ LATER THIS AFTERNOON.

KEN

RECD OK PLSER*****

YES IT WAS RECEIVED FINE THKS
BUT NEXT TIME RING ME AND TELL ME TO PUT MY TAPE ON AS I THINK THIS IS GOING TO GO BACK AND FORTH A FEW TIMES BEFORE IT IS FINALLY AGREED UPON MIGHT SAVE US BOTH A BIT OF TYPING
OK

NO WORRIES HAVE YOU GOT A TX 22 MACHINE?
NO A SIEMENS

218
TREAT AS USUAL
STEWART

10

20

30

018042 FARES G
METMEAT AA82218 5/3/80 1716HRS

FOR MR RACHID FARES

REF YOUR TELEX RECEIVED HERE 4TH MARCH.

- 1) THE AGREEMENT WE HAD WAS FOR THE EXTRA PAYMENT PER TONNE PROVIDING THE VESSELS DISCHARGED IN LESS THAN 40 DAYS IN IRAN.
- 2) THE FIRST THREE VESSELS HAVE ALL UNLOADED IN MUCH LESS THAN 40 DAYS.
- 3) THESE PAYMENTS SHOULD HAVE BEEN MADE IMMEDIATELY AFTER THE COMPLETION OF DISCHARGE IN IRAN.
- 4) YOU MAKE NO COMMENT ABOUT THE 843 TONS OF LAMB PURCHASED FROM THE LAMB BOARD AND LOADED IN FREMANTLE WITH YOUR AGREEMENT TO PAY @125 PER TONNE TOWARDS THE EXTRA COST TO METRO TO ENSURE THE FULL CARGO ON THE THIRD SHIPMENT.
- 5) WE RECEIVED TODAY AN AMOUNT OF @115383 FROM THE CONTINENTAL ILLINOIS WHICH WE PRESUME TO BE THE 3879 TONNES ON THE 3RD SHIPMENT AT @30 PER TONNE.
- 6) WHEN CAN WE EXPECT TO RECEIVE THE BALANCE OF @314025 REPRESENTED BY:-

1ST VOYAGE	3187 AT 30	95610
2ND VOYAGE	3758 AT 30	113040
PURCHASED LAMB	843 AT 125	105375

@ 314025

- 7) ONLY AFTER WE HAVE RECEIVED FULL PAYMENT AM I PREPARED TO DISCUSS TONNAGE FOR MAY AND JULY.

REGARDS
K. DINGWALL

METMEAT AA82218
018042 FARES G

DOCUMENT 35* - Plaintiffs Exhibits -
Exhibit "26" Telex from CIBS to Bank of
Adelaide - 5 March 1980

PCSB
Rd613

BANKADL AA82226
1605/EB
812048Z CIB CH

MAR 05/80 REF 61803

FM CONTINENTAL ILLINOIS BANK ZURICH
TO BANK OF ADELAIDE ADELAIDE

LC 79/3004E / RE METRO MEAT LTD ADELADDE
BONUS DLRS 30.-- PER M/TON

PLEASE NOTE THAT OUR PAYMENT DLRS 116.383.32 OF 4 MARCH 80 HAS
BEEN EFFECTED ERRONEOUSLY. ACCORDING TO OUR TELEX DTD 3 MARCH 80
BONUS DLRS 30.-- PER M/TON FAVOUR METRO MEAT IS SUBJECT TO THEIR
SUPPLYING OF THE TOTAL QUANTITY FORESEEN IN THE CONTRACT.
PLEASE REFUND DLRS 116.383.32 TO OUR ACCOUNT WITH CONTINENTAL BANK
INTERN., NEW YORK, UNDER ADVICE TO US

REGARDS
CIBS ZURICH

EX ADESSAGE TELETYPE

DOCUMENT 35* - Plaintiffs Exhibits -
Exhibit "26" Telex from CIBS to Bank of
Adelaide - 5 March 1980

DOCUMENT 36* - Plaintiffs Exhibits -
Exhibit "27" Telex from Bank of Adelaide
to CIBS - 6 March 1980

GA
020 0661418 ☞
BANKADL AA82226
GA
45812048+
812048A CIB CH
BANKADL AA82226
TO CONTINENTAL ILLINOIS BANK ZURICH
FM: BANK ADELAIDE ADELAIDE 6TH MARCH

REURTEL 5TH MARCH 1980 L/C 79/30046
AMOUNT OF USD116,383-32 PAID TO METRO HEAT
LTD ON 5TH MARCH 1980 STOP METRO ADVISE AMOUNT DUE
TO THEM NOW TOGETHER WITH AMOUNTS AS DETAILED OUR
TELEX YESTERDAY PLUS A FURTHER USD105,375 BEING
843 M T LAMB AT USD125- PER METRIC TON STOP CONSEQUENTLY
WE ARE UNABLE TO OBTAIN RETURN OF USD116,383-32
AND UNDERSTAND THAT METRO HAVE CONTACTED RACHID FARES
ENTERPRISES TO HAVE ALL BONUSES PAID
NOW AS THEY STATE PAYMENT OF SAME IS UPON SHIPMENT
ON PRO RATA BASIS

10

BANKADL AA82226☞
812048A CIB CH

DOCUMENT 36* - Plaintiffs Exhibits -
Exhibit "27" Telex from Bank of Adelaide
to CIBS - 6 March 1980

DOCUMENT 84* - Exhibit "75" Telex from
Fares to Dingwall - 7 March 1980

*

METMEAT AAB2218
918842 FARES G

7/3/80

REF: FF 0391

ATTN: MR K DINGWALL

THANKS YR TLX OF 5 MARCH.

AS YOU KNOW MR FARES IS PRESENTLY TRAVELLING. ~~HE IS HOWEVER~~
EXPECTED TO RETURN SOMETIME OVER THE COMING WEEKEND. YOUR
TELEX WILL THEREFORE BE ANSWERED AT THE BEGINNING OF NEXT
WEEK.

KIN: REGARDS

918842 FARES G*
METMEAT AAB2218

DOCUMENT 84* - Exhibit "75" Telex
from Fares to Dingwall - 7 March 1980

DOCUMENT 37* - Plaintiffs Exhibits -
Exhibit "28" Telex from Fares to Gillet
being retransmission of telex from CIBS to
Fares 7 March 1980, telex from Fares to Bank
of Adelaide 5 March 1980, telex from Bank
of Adelaide to Fares 6 March 1980, telex from
Fares to Bank of Adelaide 12 March 1980 and
telephone from Fares to Metro Meat Ltd. - 12 March 1980

HISYD AA25203
918842 FARES G

KINDLY DELIVER FWLG TLX TO MR GILLETT. TKS.

918842 FARES G

12/3/80

REF: FF 0406

ATTN: MR GILLETT

RETRANS OF COMMUNICATION BETWEEN MM AND OURSELVES

RCVD FM CIBS ON 7/3

QUOTE

WE RCVD FWLG TLX FM BANK OF ADELAIDE, ADELAIDE
DD5 MAR 80

10

QUOTE

THANK YOU FOR REMITTANCE USD 116,383.32
DATED 4TH MARCH 1980 STOP BENEFICIARY
ADVISED FURTHER TWO BONUS AT USD 30 PER
METRIC TON PROMISED AS FOLLOWS:-
L/C 79/30035 2390.5751 M.T. LAMB
AND 795.592 M.T. HOGGET MAKING TOTAL
3186.1671 M.T. AT USD 30.-
PER M.T. = USD 95585.01 STOP L/C
79/30037 2094.253 M.T. LAMB AND
1673.535 M.T. HOGGET MAKING TOTAL
3768.088 M.T. AT USD 30.- PER M.T.
=USD 113042.64 STOP PLEASE TELEADVISE
REGARDS BARTLETT
UNQUOTE

20

WE SENT FOLLOWING TLX TO BANKADL, ADELAIDE DD5 MAR 80

QUOTE

LC 79/30046/ RE METRO MEAT LTD ADELAIDE
BONUS DLRS 30.- PER M/TON

30

PLEASE NOTE THAT OUR PAYMENT DLRS 116,383.32 OF 4 MARCH 80 HAS
BEEN EFFECTED ERRONEOUSLY. ACCORDING TO OUR TELEX DTD 3MAR 80
BONUS DLRS 30.- PER M/TON FAVOUR METRO MEAT IS SUBJECT TO THEIR
SUPPLYING OF THE TOTAL QUANTITY FORESEEN IN THE CONTRACT.
PLEASE REFUND DLRS 116,383.32 TO OUR ACCOUNT WITH CONTINENTAL BANK
INTERN., NEW YORK UNDER ADVICE TO US
REGARDS
CIBS ZURICH
UNQUOTE

WE RCVD FWLG DD 6MAR 80 FM BANKADL, ADELAIDE

DOCUMENT 37* - Plaintiffs Exhibits -
Exhibit "28" Telex from Fares to Gillet
being retransmission of telex from CIBS to
Fares 7 March 1980, telex from Fares to Bank
of Adelaide 5 March 1980, telex from Bank
of Adelaide to Fares 6 March 1980, telex from
Fares to Bank of Adelaide 12 March 1980 and
telephone from Fares to Metro Meat Ltd. - 12 March 1980

QUOTE
REURTEL 5TH MARCH 1980 L/C 79/30046
AMOUNT OF USD 116,383.32 PAID TO METRO MEAT
LTD ON 5TH MARCH 1980 STOP METRO ADVISE AMOUNT DUE
TO THEM NOW TOGETHER WITH AMOUNTS AS DETAILED OUR
TELEX YESTERDAY PLUS A FURTHER USD 105,373 BEING
843 M T LAMB AT USD 125- PER METRIC TON STOP CONSEQUENTLY
WE ARE UNABLE TO OBTAIN RETURN OF USD 116,383.32
AND UNDERSTAND THAT METRO HAVE CONTACTED RACHID FARES
ENTERPRISES TO HAVE ALL BONUSES PAID
NOW AS THEY STATE PAYMENT OF SAME IS UPON SHIPMENT ON
PRO RATA BASIS
UNQUOTE

10

WE SENT FLW TLX TO BANKADL, ADELAIDE TODAY

QUOTE
RE YOUR TL 6 MARCH 80 - RE BONUS DLRS 30.- TO METRO MEAT,
ADELAIDE

PLS NOTE THAT PAYMENTS WILL NOT BE EFFECTED UNLESS MATTER IS
CLARIFIED BETWEEN METRO MEAT AND RACHID FARES ENTERPRISES AND
UPON AUTHORIZATION FROM OUR PRINCIPAL TO PAY BONUSES ON PRO RATA
BASIS. WE SHALL REVERT AS SOON AS POSSIBLE

20

UNQUOTE

TO BE SENT TO AUST

QUOTE

REF FROZEN MEAT AGREEMENT METRO MEAT LTD/RACHID FARES
ENTERPRISES OUR REF LC 79/30046 YOUR 4098-001/4099-001

RE OUR TELEXES DATED 3 MARCH 80 AND 5 MARCH 80 REGARDING BONUS
PAYMENT OF USDLRS 30.- P/MT UNDER ABOVE AGREEMENT IN FAVOUR
METRO MEAT FOR THE FIRST TWO SHIPMENTS EFFECTED AND FOR ALL
FORTHCOMING SHIPMENTS AS AND WHEREVER APPLICABLE UNTIL COMPLETION
OF THE TOTAL QUANTITIES FORESEEN UNDER THE AGREEMENT ORDERERS AGREE
ON PAYMENT ON A PRORATA BASIS BUT ALL PAYMENTS SHOULD BE SUBJECT
TO METRO MEAT'S COMPLETION IN THE SUPPLYING OF THE AGREEMENT
BEFORE END OF JULY 1980 AND TO SUBSIDY YOUR REQUEST OF USDLRS
125.- PER M/T AS PER YOUR TELEX DATED 04 MAR 80 COVERING
USDLRS 843.- M/T. KINDLY ISSUE YOUR GUARANTEE IN FAVOUR OF OUR
CLIENTS MENTIONING THAT ALL AMOUNTS REMITTED IN FAVOUR OF METRO MEAT
LTD WILL BE REFUNDDED IN FAVOUR OF OUR PRINCIPALS IF METRO MEAT
LTD FAILS TO SUPPLY THE TOTAL QUANTITIES UNDER THE AGREEMENT
UNTIL END OF JULY 1980.
KINDLY LET US HAVE METRO MEAT'S AND YOUR CONFIRMATION.

30

UNQUOTE

FWLG SENT TO KM -

DOCUMENT 37* - Plaintiffs Exhibits -
Exhibit "28" Telex from Fares to Gillet
being retransmission of telex from CIBS to
Fares 7 March 1980, telex from Fares to Bank
of Adelaide 5 March 1980, telex from Bank
of Adelaide to Fares 6 March 1980, telex from
Fares to Bank of Adelaide 12 March 1980 and
telephone from Fares to Metro Meat Ltd. - 12 March 1980

DOCUMENT 38* - Plaintiffs Exhibits -
Exhibit "29" Telex from Fares to
Dingwall - 12 March 1980

12/3/80

REF: FF 0405

ATTN: MR K. DINGWALL

A
BACK IN UK WE RECEIVED YOUR SURPRISING TELEX DATED 5 MAR 80
WHILE WE ARE STILL WITHOUT ANY NEWS FROM YOU CONCERNING THE
MOST PRESSING MATTER AND THAT IS THE DATES OF THE FORTHCOMING
SHIPMENTS.

B
THE BONUS BEING ENTIRELY TO OUR DISCRETION IS NOT A CONDITION
OF OUR AGREEMENT BUT NEVERTHELESS WE ARE READY TO CONSIDER IT
AS AND WHENEVER APPLICABLE.

C
THE EXCEPTIONAL SUBSIDY FOR THE 843 TONS OF LAMB PURCHASED FROM
THE WALB FOR THE LAST SHIPMENT IS NOT A CONDITION OF OUR
AGREEMENT BUT MERELY TO AVOID DEAD FREIGHT ON THE 3RD SHIPMENT,
WHICH YOU HAVE NOT BEEN ABLE TO COMPLETE AS FORESEEN IN OUR
AGREEMENT, AND CONSEQUENTLY TO HELP LIMIT THE LOSSES FOR THAT
PARTICULAR SHIPMENT. 10
BUT WE ARE ALSO PREPARED TO CONSIDER THIS SUBSIDY AT THE
CONDITION THAT THE TOTAL QUANTITIES FORESEEN IN OUR AGREEMENT
BEI SUPPLIED AND THE FORTHCOMING SHIPMENTS ARE TO BE
COMPLETED BEFORE END OF JULY 1980 AND TO BE OF MINIMUM ABOUT
4,000 TONS EACH, AS FORESEEN IN OUR AGREEMENT, AND NOT 2,500 TONS
AS YOU HAD PROPOSED IN YOUR TELEX DATED 25 DEC 79.

D
THE TOTAL AMOUNTS RESULTING FROM CONSIDERING THE BONUS AND THE 20
SUBSIDY ARE ONLY A FRACTION OF THE PENALTIES AND THE DAMAGES THAT
WOULD OCCUR SHOULD YOU NOT SUPPLY THE TOTAL QUANTITIES FORESEEN
IN OUR AGREEMENT.

E
TO AVOID FURTHER STERILE DISCUSSIONS WHICH CAN ONLY LEAD TO LOSS
OF TIME OUR/YOUR BANK HAVE BEEN GIVEN FULL POWER TO CREDIT YOU WITH
ANY SUCH AMOUNTS WHENEVER APPLICABLE AS LONG AS YOU LEAVE NO DOUBTS
THAT YOU ARE SUPPLYING THE REMAINING QUANTITIES FORESEEN IN THE
AGREEMENT BY THE END OF JULY 1980.

SHO'D YOU WISH TO CASH THE AMOUNTS AS THEY COME YOU CAN EASILY
ARRANGE IT WITH YOUR BANK GIVING THE NECESSARY GUARANTEE THAT 30
YOU WILL SUPPLY THE QUANTITIES FORESEEN IN OUR
AGREEMENT BY THE END OF JULY 1980.

F
ONCE MORE, WE URGE YOU TO REPLY GIVING FINAL DATES OF SUPPLY FOR
THE FORTHCOMING SHIPMENT AS BESIDES THE PENALTIES OF NON-
FULFILLMENT AND THE DAMAGES THAT CAN OCCUR, THE FACT OF
MAINTAINING THE VESSEL'S SCHEDULE IN SUCH UNCERTAINTIES IS
EXTREMELY PREJUDICIAL AS WELL.

KIND REGARDS
R FARES

918842 FARES G 40

CORRECTION IN TAPE:

POINT (D) LINE 2
PLEASE READ ONLY A FRACTION OF THE PENALTIES

DOCUMENT 39* - Plaintiffs Exhibits -
Exhibit "30" Telex from CIBS to Bank
of Adelaide - 13 March 1980

BANKADL AAS2226
0935/EB
812048A CIB CH

MAR 13/80 REF 62023 *ref 14/3/80*

FM CONTINENTAL ILLINOIS BANK ZURICH
TO BANK OF ADELAIDE ADELAIDE

REF. FROZEN MEAT AGREEMENT METRO MEAT LTD / RACHID FARES ENTER-
PRISES, CUR REF LC 79/30046 YOUR 4098-001 / 4099-001

RE OUR TELEXES DATED 3 MARCH 80 AND 5 MARCH 80 REGARDING BONUS
PAYMENT OF USDLRS 30.- PER METRIC TON UNDER ABOVE AGREEMENT IN
FAVOUR OF METRO MEAT FOR THE FIRST TWO SHIPMENTS EFFECTED AND FOR
ALL FORTHCOMING SHIPMENTS AS AND WHENEVER APPLICABLE UNTIL
COMPLETION OF THE TOTAL QUANTITIES FORSEEN UNDER THE AGREEMENT.
ORDERERS AGREE ON PAYMENT AS SUGGESTED IN YOUR TELEX DATED 10
6 MARCH 80 AND ALSO AGREE ON PAYMENT OF THE SUBSIDY ON THE 843
MT AT USDLRS 125.- PER METRIC TON MENTIONED IN THE TELEX ON A
PRORATA BASIS BUT ALL PAYMENTS SHOULD BE SUBJECT TO METRO MEAT'S
COMPLETION IN THE SUPPLYING OF THE AGREEMENT BEFORE END OF
JULY 1983. KINDLY ISSUE YOUR GUARANTEE IN FAVOUR OF OUR CLIENTS
THROUGH US MENTIONING THAT ALL AMOUNTS REMITTED IN FAVOUR OF
METRO MEAT LTD IN THIS RESPECT WILL BE REFUNDED IF METRO MEAT
FAILS TO SUPPLY THE TOTAL QUANTITIES UNDER THE AGREEMENT UNTIL
END OF JULY 1983.
KINDLY ADVISE YOUR CUSTOMER AND LET US HAVE YOUR CONFIRMATION. 20

REGARDS
M. LEHNER

DOCUMENT 39* - Plaintiffs Exhibits -
Exhibit "30" Telex from CIBS to Bank
of Adelaide - 13 March 1980

DOCUMENT 40* - Plaintiffs Exhibits -
Exhibit "31" Telex from Dingwall to
Fares - 13 March 1980

SA
720
INTLX 731751*
METMEAT AA82218
SA
51918842+
918842 FARES G
METMEAT AA82218 13/3/\$80 1724HRS

ATTN MR RACHID FARES

REF I. 0405

- 1) I MUST APOLOGISE IF I HAVE BEEN WASTING YOUR VERY VALUABLE TIME WITH STERILE DISCUSSIONS. I WILL TRY NOT TO DO SO IN THE FUTURE, THEREFORE:
 - (A) YOU KNOW THAT YOU OWE METRO FOR THE THREE SHIPMENTS DISCHARGED IN ACTUALLY 10 DAYS, WELL WITHIN THE 40 DAYS ALLOWED. IF IT WASN'T AGREED WHY ARE YOU DISCUSSING IT. THE DISCRETION IS YOUR POETIC LICENCE.
 - (B) YOU KNOW YOU AGREED TO PAY \$125 PER TONNE ON THE WALMB LAMB PURCHASED
 - (C) SO PAY UP BECAUSE I DON'T INTEND TO WASTE MY VALUABLE TIME WITHOUT FIRST ENSURING METRO IS FULLY PAID WHAT IS DUE.

10

REGARDS
K DINGWALL
*
918842 FARES G

MESSAGE TELETYPE MESSAGE

DOCUMENT 41* - Plaintiffs Exhibits -
Exhibit "32" Telex from Dingwall to
Fares - 14 March 1980

GA
020
INT : 741742*
METMEAT AA82218
GA
51918842+
918842 FARES G
METMEAT AA82218 14/3/80 16EE 1715HRS

ATTN MR RACHID FARES

- 1) BANK IN AUSTRALIA-HAVE ADVISED US THAT THE FUNDS OWED TO METRO IS AVAILABLE SUBJECT TO METRO GUARANTEE ON SHIPPING FULL CONTRACT.
- 2) THESE FUNDS WERE DUE AND PAYABLE AS EACH SHIPMENT WAS COMPLETED AND I WILL NOT ACCEPT ANY QUALIFICATION ON THESE PAYMENTS.

DINGWALL

918842 FARES G

DOCUMENT 41* - Plaintiffs Exhibits -
Exhibit "32" Telex from Dingwall to
Fares - 14 March 1980

DOCUMENT 42* - Plaintiffs Exhibits -
Exhibit "33" Telex from Fares Australia
to Capt. Mata being retransmission of telex
dated 17 March 1980 from Ware to Capt. Mata -
17 March 1980

X
T
E
L
E
X
T
E
L
E
X
T
E
L
E
X
T
E
L
E
X

GATEINN AA58593
GATEINN AA58593
FARES AA93087

PLS MSG TO CAPT MATA - GUEST AT GATEWAY

FREMANTLE 17/3/80

ATT: CAPT MATA
FM: FARES AUSTRALIA

315

RETRANS TX FM MM FREMANTLE
QUOTE

ATTN CAPT MATA

AS WE ARE NO LONGER PRODUCING HOGGET AND LAMB FOR YOU PLEASE
ADVISE DR BAHRAMI-KIA OF THIS AND THAT HE WILL NOT BE REQUIRED
TO INSPECT METRO'S ABATTOIRS.

RGDS WARE

10

UNQUOTE

REGARDS

⊕
GATEINN AA58593
FARES AA93087

DOCUMENT 42* - Plaintiffs Exhibits -
Exhibit "33" Telex from Fares Australia
to Capt. Mata being retransmission of telex
dated 17 March 1980 from Ware to Capt. Mata -
17 March 1980

DOCUMENT 43* - Plaintiffs Exhibits -
Exhibit "34" Telex from Fares to
Dingwall - 17 March 1980

METMEAT AA82218
918842 FARES G

17/3/80

REF: FF 0422

ATTN: MR K. DINGWALL

REFERENCE OUR EXCHANGE OF TELEXES.
REGARDLESS OF THE CONSIDERATION WHETHER AMOUNTS ARE DUE OR NOT
DUE AND IN ORDER TO AVOID FURTHER DISCUSSIONS, WE ARE PREPARED
TO PAY A BONUS OF U.S. DLRS 30 PER TON ON ALL 3 (THREE) SHIPMENTS
ALREADY EFFECTED AND ON THE SHIPMENTS TO FOLLOW AS WELL AS
A PREMIUM OF U.S. DLRS 125 PER TON ON THE 843 TONS OF WALB LAMB
BUT WE NEED TO BE ASSURED THAT YOU ARE GOING TO SUPPLY THE
REMAINING TONNAGE.

IN FACT, YOUR ATTITUDE GIVES US SERIOUS DOUBTS AS TO YOUR
INTENTIONS IN THIS RESPECT.

AS YOU KNOW, IF THE REMAINING TONNAGE IS NOT SUPPLIED, THE
DAMAGES THAT WOULD OCCUR WOULD BY FAR EXCEED ANY AMOUNTS
OF BONUS OR PREMIUM.

WHILE WE HAVE ALREADY PROPERLY ENSURED THE PAYMENT FOR METRO,
IT IS ALSO OUR RIGHT TO BE ENSURED THAT THE REMAINING TONNAGE
WILL BE SUPPLIED.

CONSEQUENTLY:

A
PLEASE CONFIRM THAT METRO WILL SUPPLY THE REMAINING TONNAGE,
CONFIRMING ALSO THE DATES OF THE 2 (TWO) FORTHCOMING SHIPMENTS
OF ABOUT 4,000 TONS EACH.

B
FROM OUR SIDE, WE CONFIRM THAT, AS SOON AS WE HAVE YOUR
CONFIRMATION, THE PAYMENT TO METRO OF THE U.S. DLRS 30 PER TON
BONUS ON THE 3 (THREE) FIRST SHIPMENTS AS WELL AS THE PREMIUM
OF U.S. DLRS 125 PER TON FOR THE 843 TONS WILL IMMEDIATELY
BE EFFECTED.

REGARDS

R FARES

918842 FARES G*
METMEAT AA82218

DOCUMENT 43* - Plaintiffs Exhibits -
Exhibit "34" Telex from Fares to
Dingwall - 17 March 1980

DOCUMENT 44* - Plaintiffs Exhibits -
Exhibit "35" Telex from Dingwall to
Raja - 17 March 1980

GA
020
INTLX 771513*
METMEAT AAB2218
GA
88212137*
212137 BAP IR
METMEAT AAB2218 17/3/80 1445HRS

ATTN RAJA

- 1) FOR YOUR INFORMATION DR BAHRAM VIA THE I.M.O. VETERINARY WHO IS IN AUSTRALIA SUPERVISING THE FARES CONTRACT (AND WHOSE EXPENSES ARE BEING MET BY FARES) VISITED OUR MEATHOUSE AT GERALDTON IN WEST AUSTRALIA THE MIDDLE OF LAST WEEK.
- 2) WE WERE SLAUGHTERING HOGGETS AND MUTTON, WITH ALL HOGGETS AND SELECTED QUALITY MUTTON CARCASSES FOR THE NEW CONTRACT FOR IRAN, AND FOR THIS PURPOSE WE USED THE I.M.O. SPECIAL STAMP.
- 3) IN THE MUTTON BEING SLAUGHTERED WERE A FEW OLDER SHEEP THAN 4 YEARS WHICH ARE BEING SLAUGHTERED FOR A 700 TON CONTRACT WITH U.S.S.R. AND SOME LOWER QUALITY SHEEP WHICH WILL BE CONVERTED INTO BONELESS MUTTON FOR THE JAPANESE MARKET.
- 4) IT HAS COME TO MY ATTENTION FROM OUR WEST AUSTRALIAN MANAGER THE DR KIA WAS UNHAPPY THAT WE WERE USING THE I.M.O. STAMP ON MUTTON CARCASSES BECAUSE HE IS NOT AWARE OF THE CONTRACT WE NOW HAVE. DR KIA HAS ASKED FOR THE I.M.O. STAMPS TO BE RETURNED TO WHICH REQUEST WE HAVE REFUSED AS THESE WILL BE REQUIRED FOR THE HOGGET AND MUTTON CARCASSES UNDER THE NEW CONTRACT.
- 5) PLEASE ADVISE THE I.M.O. THAT WE ARE TAKING THIS ACTION AND THAT ANY REPORT RECEIVED FROM DR KIA SHOULD BE IGNORED AS UP TO THIS STAGE HE HAS ONLY BEEN SUPERVISING ON THE DETAILS TO COVER THE FARES CONTRACT FOR LAMB AND HOGGET AND OBVIOUSLY THE SPECIFICATIONS FOR THE NEW CONTRACT ARE COMPLETELY DIFFERENT AND HE IS NOT AWARE OF THESE SPECIFICATIONS.
- 6) WE HOPE THAT THE L/C FOR THE NEW CONTRACT IS FINALISED TODAY SO THAT WE CAN MAKE FIRM BOOKINGS WITH SHIPPING COMPANYS.
- 7) A LETTER HAS BEEN SENT TO OCEANIC'S OFFICE TODAY FOR DESPATCH TO YOU OFFICIALLY APPOINTING YOUR COMPANY AS AGENTS FOR METRO MEAT LTD. IN IRAN.

Kindest regards
DINGWALL

METMEAT AAB2218*
212137 BAP IR

DOCUMENT 44* - Plaintiffs Exhibits -
Exhibit "35" Telex from Dingwall to
Raja - 17 March 1980

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980

With the Compliments of
Oceanic Meat Traders (N.S.W.) Pty. Limited
24th Floor, A.M.P. Centre
50 Bridge Street.
Sydney, 2000

TELEPHONE 231-6800
TELEX 25231

20 March 1980

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980

PLEASE PASS THIS MESSAGE TO DR ORANDI - MANAGING DIRECTOR OF IMO

"WE ARE ADVISED BY OUR AGENT RAJA THAT YOU REQUIRE THE TOTAL CONTRACT TO BE INCREASED FROM 70,000 MT TO 100,000 MT (SUBJECT TO PRICE NEGOTIATIONS)

IN ADDITION TO THE CURRENT FIRM PRICE FOR 12,000 MT MUTTON CARCASE/HOGGETT WE SUGGEST THE CONTRACT BE AMENDED AS FOLLOWS:

- | | | | |
|----|---|-------------|----|
| 1) | CURRENT COMMITMENT | 12,000 MT ✓ | |
| 2) | AN ADDITIONAL 8,000 MT MUTTON CARCASE BE OFFERED TO YOU ONCE THE VICTORIAN STRIKE IS OVER. PROBABLE SHIPMENT JULY/AUGUST 1980 | 8,000 MT | 10 |
| 3) | THE 20,000 MT LAMB/HOGGETT FOR SHIPMENT AUGUST 1980 TO JANUARY 1981 BE INCREASED TO 27,000 MT | 27,000 MT | |
| 4) | THE 18,000 MT MUTTON CARCASE SHIPMENT FEBRUARY 1981 TO JULY 1981 BE INCREASED TO 27,000 MT AND THE SHIPPING PERIOD AMENDED FROM JANUARY 1981 TO AUGUST 1981 | 27,000 MT | |
| 5) | THE 20,000 MT LAMB/HOGGETT SHIPMENT AUGUST 1981 TO JANUARY 1982 BE INCREASED TO 26,000 MT | 26,000 MT | |
| | TOTAL: | 100,000 MT | 20 |

WHILST WE MOST CERTAINLY APPRECIATE THE ADDITIONAL TONNAGE BUT IN AGREEING TO YOUR REQUEST WE FEEL THAT IN THE INTERESTS OF THE IMO WE MUST MAKE THE FOLLOWING COMMENTS:

- A) THE ABOVE TONNAGES REPRESENT IN OUR VIEW AND ALSO THAT OF MR K DINGWALL - MANAGING DIRECTOR OF METROMEATS, THE MAXIMUM AVAILABILITY WITHOUT PUTTING TOO MUCH PRESSURE ON THE LIVESTOCK MARKETS IN SOUTH AUSTRALIA, VICTORIA AND TASMANIA.

ANY UNDUE PRESSURE ON LIVESTOCK MARKETS WILL NATURALLY RESULT IN HIGHER LIVESTOCK VALUES AND THEREFORE WE WOULD HAVE TO ASK HIGHER PRICES THAN WE WOULD OTHERWISE HAVE FOUND NECESSARY WHICH OBVIOUSLY IS NOT IN OUR INTERESTS OR YOURS.

ONCE THE VICTORIAN MEAT PLANT STRIKE IS OVER WE WILL CERTAINLY OFFER YOU AN ADDITIONAL APPROX 8,000 MT MUTTON CARCASES BUT THIS STRIKE WILL NOT BE OVER FOR ANOTHER 3 WEEKS.

IT IS VERY IMPORTANT THAT YOU DO NOT ACCEPT ANY ADDITIONAL MUTTON CARCASES OFFERED IN THE MEANTIME AS NOT ONLY IS OUR AND METRO LIVESTOCK PURCHASING PROGRAMME BASED ON PUTTING AS LITTLE PRESSURE AS POSSIBLE ON THE OVERALL LIVESTOCK MARKET BUT IT IS ALSO BASED ON KEEPING THE PRODUCTION AT EACH PLANT AT A REASONABLE LEVEL SO AS ALSO NOT TO PUT PRESSURE ON THE LOCAL LIVESTOCK MARKET IN THAT AREA

- B) IT WOULD ALSO ASSIST US (AND THEREFORE YOU) TO MINIMISE FREIGHT COSTS IF YOU COULD PURCHASE THE WEST AUSTRALIAN LAMB BOARD PRODUCTION THROUGH US. IF THIS IS NOT POSSIBLE FOR YOU IT IS IMPERATIVE THAT WHEN YOU NEGOTIATE A PRICE FOR THE WALB PRODUCTION THAT YOU INSIST THAT ONLY LAMBS FROM WESTERN PLANTS ARE TO BE INCLUDED. THIS WILL KEEP THE WALB OUT OF OUR EASTERN STATES AND THEREFORE THE FINE BALANCE OF SUPPLY VERSUS PRICE WILL NOT BE UPSET."

MESSAGE TELETYPE MESSAGE TELETYPE MESSAGE TELETYPE MESSAGE

The Managing Director
Iranian Meat Organisation
TEHRAN.

Ref:159/140/80
Date: 27, February 1980.

Dear sirs,

As per our verbal agreement on 27/2/1980 with the Managing Director of the I.M.O we are pleased to offer on behalf of our principals:-

OFFER QUANTITY: 11,500 Metric Tonnes of frozen mutton carcasses age 2-4 years and 500 Metric Tonnes of frozen carcasses hogget maximum age 2 years.

WEIGHT RANGE: Mutton: ~~14 to 22 kilo~~ ^{up to 26 kilo} average about 20 Kilo.
Hogget: 14 to 22 Kilo average 17 to 19 Kilo.

ORIGIN: Australia.

WRAPPING: Poly and stockinet wrapped.
All carcasses head, feet, tail, kidney and kidney fat removed.
Muslim slaughter at approved Iranian slaughter plants.

PRICE: Mutton USD 1700 per MT CNF South Iranian port. 10
Hogget USD 1800 per MT CNF South Iranian port.

CERTIFICATION: Commercial Invoice.
Health certificate.
Certificate of origin.
Bills of lading.
Freezing certificate.
Muslim slaughter certificate.
General superintendence certificate.

SHIPMENT: Commencing no later than April 1980, to be completed by the end of July 1980, with a possibility of sending one shipment of 3500 MT by April 1980. 20

VALIDITY: This offer is valid for 7 days from the date it is issued.

Yours sincerely

FOR AND ON BEHALF OF
ESTABLISHMENT LANCIER.

--:Contd:-

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980

Addendum:

The principals are prepared to sign a protocol for about 58,000 Metric Tonnes Lamb/Hogget/mutton frozen carcasses as follows.

- a) About 20,000 Metric Tonnes Lamb/Hogget 50% each, shipment August 1980 to January 1981.
- b) About 18,000 Metric Tonnes Mutton frozen carcasses shipment February 1981 to July 1981.
- c) About 20,000 Metric Tonnes Lamb/Hogget 50 percent each, shipment August 1981 to January 1982.

Yours sincerely

FOR AND ON BEHALF OF
ESTABLISHMENT LANCIER.

1

Contract changed in the following on 17/3/80.

(a) About 27,000 Metric Tonnes. Mutton July/August 1980

(b) - 27,000 - - Lamb/Hogget - Aug/Jan 81

(c) - 27,000 - - Mutton Jan/Aug 81

(d) - 26,000 - - Lamb/Hogget Aug 81/Jan 82

88,000

Current Contract
 12,000
 TOTAL 100,000

Addendum Changed to the following on 17/3/80

- (a) About 8,000 Metric Tonnes Mutton July/August 1980
- (b) " 27,000 " " Lamb/Hogget-August/Jan 81
- (c) " 27,000 " " Mutton Jan/Aug 81
- (d) " 26,000 " " Lamb/Hogget Aug 81/Jan 82

88,000

Current Contract 12,000

TOTAL 100,000

DOCUMENT 54* - Plaintiffs Evidence - Exhibit "45" Two Oceanic/Metro contract documents - 10 April 1980, Documents headed ANZ Bank Telex - 20 March 1980

ESTABLISHMENT LANGIER

P. O. Box 183
FL. 9490 YADUZ.
LIECHTENSTEIN (SUISSE)
PHONE (075) 21041
TELEX 77403

Mr. Stewart Cousins
Oceanic Meat Traders
Sydney Australia.

Ref: 181/Cont/80
Date 2 April 1980

Dear Stewart,

Following is the translation of the contract for 70,000 MT.

QUOTE.

- CONTRACT

This contract is between IMO (Called the buyer) and Mr. Stewart Cousins Australian Passport No: 923875 from Oceanic Meat Traders (Called the seller).

1. SUBJECT OF CONTRACT.

The sale and delivery of 70,000 Metric Tons of fresh frozen first quality Lamb/Hogget/Mutton (Plus/minus 5 percent seller's option).
Delivery to Khorramshahr/Bandar Khomeini according to the following:-

- a) From 21st March 1980 to 22 July 1980.
500 MT frozen Hogget carcass and 11500 MT frozen Mutton carcass
(altogether 12,000 MT).
- b) From 22 July 1980 to 20 January 1981.
10,000 MT frozen Lamb carcass and 10,000 MT frozen Hogget carcass
(altogether 20,000 MT).
- c) From 21 January 1981 to 20 July 1981 .
18,000 MT frozen young sheep carcass age 2-3 years.
- d) From 23 July 1981 to 20 January 1982
10,000 MT frozen Lamb carcass and 10,000 MT frozen Hogget carcass
(altogether 20,000 MT).

NB. Seller must only ship the meat from Australia.

Cont

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980

ESTABLISHMENT LANCIER

P. O. Box 183
FL 0490 VADUZ
LIECHTENSTEIN (SUISSE)
PHONE (075) 21941
TELEX 77893

-: 2 :-

2. VALIDITY OF CONTRACT.

This contract is valid for two years from 21st March 1980 to 20th March 1982.

3. SPECIFICATION OF MEAT.

The contracted meat should be in carcass form with following specifications:

- a) Carcass cleaned without head, feet, tail etc.
- b) The meat should be from the best Australian Lamb/Hogget and Mutton of Australian Origin, slaughtered in the Islamic fashion.
- c) Carcass to be packed separately in stockinette.
- d) The contracted meat consists of Lamb with max age of 10 months, Hogget age 1-2 years and Mutton age 2-4 years.
- e) Weight of each Lamb carcass between 12-18 Kg average approx 15 Kg.
Weight of each Hogget carcass between 14-22 Kg average approx 18 Kg.
Weight of each Mutton carcass upto 26 Kg with average 20 Kg.
- f) Lamb carcass 80 percent male and 20 percent female. ^{ABOUT}
Hogget " " " " " " " "
Mutton " " " " " " " "
- g) Slaughter must be not more than 90 days prior to shipment.

4. PRICE.

Price of net weight of frozen Hogget without stockinette USD 1800/MT
CNF Khorramshahr/Bandar Khomeini.

Price of net weight frozen Mutton carcass without stockinette USD 1700/MT
CNF Khorramshahr/Bandar Khomeini.

Delivery on the harbour.

Clause 1.

The price and the delivery program for 1981 will be negotiated at later date after having come to agreement from both sides.

Clause 2.

All customs and Tax duties and Insurance of the goods from the port of the shipment to Khorramshahr or Bandar Khomeini is to buyer's account.

Cont

DOCUMENT 54* - Plaintiffs Evidence - ...
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980

ESTABLISHMENT LANCIER

P. O. Box 183
FL 0400 VADUZ
LIECHTENSTEIN (SUISSE)
PHONE (075) 21911
TELEX 77243

-: 3 :-

Clause 3.

Except for the above expenses all other expenses in any form from port of shipment to port of delivery are to seller's account.

5. PLACE OF DELIVERY.

The contracted meat is to be delivered on the harbour of the port of delivery.

6. TERMS OF DELIVERY.

The seller must deliver the meat according to the specs on the basis of the minutes containing the number of carcasses, net and gross weight of each shipment, signed by the representatives of both parties. Final settlement of accounts will be based on the net weight stated in the minutes. The total weight of the steckinette will be taken from 10 percent samples.

10

Clause 1.

If the net weight on the minutes is less than what should have been delivered then the seller must compensate the buyer for the difference otherwise the buyer will take compensation from the performance bond.

Clause 2.

If the seller's representative is not present at writing of the minutes the seller can not later question the minutes of the buyer's representative.

7. THE DELIVERY SCHEDULE.

The seller is responsible for the delivery of 32,000 MT of frozen meat according to the contract for the year 1980/1981 (Iranian calendar 1359) according to the attached schedule to arrive at the port of delivery at the estimated time and delivered to the buyer's representative who will issue the receipts there at.

20

Cont

ESTABLISHMENT LANCIER

P. O. Box 183
FL. 9400 VADUZ
LIECHTENSTEIN (SUISSE)
PHONE (075) 21041
TELEX 77503

-: 4 :-

8. The seller or Capitan of the ship should announce the arrival of the vessel telegraphically according to the following:-
- a) 7 days before arrival of vessel.
 - b) 3 days before arrival of vessel.
 - c) 24 hours before arrival of vessel and in this announcement the exact date and hour of arrival should be stated.
9. After arrival of vessel to the port the Capitan of the ship is responsible to announce that the ship is ready to off load. If this announcement is made before noon the buyer will accept the notice to off load for the same day, but if this notice is given after noon (after 12 O.Clock) the buyer will accept to off load at 8 O.Clock the following day. From the time of acceptance to off load the buyer will arrange to berth the vessel within 48 hours (Excepting holidays) and during working days will off load 300 MT per day on condition that the shipment be delivered on the harbour to the buyer's representative.
10. MODE OF TRANSPORTATION.
- Transportation of the goods from port of origin to the port of Kherramshahr/Bandar Khomeini in the Persian Gulf should be arranged by special refrigerated vessel; specifications of which should be approved by the authorities of the country of origin.

10

20

Clause 1.

The temperature of the hold of the vessel where the frozen meat is kept should not less than -18 degree C.

Clause 2.

The Insurance fee from the country of origin to the port of Kherramshahr or Bandar Khomeini will be paid by the buyer and the seller is responsible to announce in writing specification of each shipment such as name of vessel number of carcasses, net weight, gross weight of frozen meat which has been loaded and the price of the whole shipment, also the time of arrival of vessel to Kherramshahr or Bandar Khomeini to the buyer. If such notice is not received in time the seller is responsible for all damages incurred.

30

Cont

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980

ESTABLISHMENT LANCIER

P. O. Box 183
FL 9400 VADUZ
LIECHTENSTEIN (SUISSE)
PHONE (075) 21041
TELEX 77293

-: 5 :-

11. After signing the contract the buyer will open the L/C through Bank Markazi of Iran (Central Bank of Iran) max after one month for the value of the first shipment. On delivery of first shipment according to the above specification the buyer will open the L/C for the next shipment etc.
12. The seller may have access to credit after having submitted following documents:-
 - a) Commercial Invoice 5 copies 4 of which should be approved by the Local Chamber of Commerce.
 - b) Certificate of origin.
 - c) Islamic slaughter certificate from the slaughter houses nominated by the Mission and approved the Embassy of the Islamic Republic of Iran in Australia or by the religious representative. 10
 - d) Bill of lading nominating the transportation of the goods to the port of Khorramshahr or Bardar Khomeini with special vessel for meat with all expenses paid upto Iranian port.
 - e) Health certificate.
 - f) Specification list approved by surveillance of Geneva or their agent in three copies.
 - g) Freezing certificate from slaughter house and cold store approved by the Local Chamber of Commerce. 20
13. The seller should give the buyer an unconditional guarantee of 10% of total value from the Bank amount.....American Dollars for the date of.....
The buyer is allowed to confiscate the Bank Guarantee for the Iranian Meat Organisation in case of the seller's bad performance of any of the clause of the contract.
It is upto the buyer to establish the bad performance of the seller and the seller is not able to pretest this condition. In case of good performance of each shipment the Bank guarantee will be diminished accordingly. 30

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980

ESTABLISHMENT LANCIER

P. O. Box 183
FL 9490 VADUZ
LIECHTENSTEIN (SUISSE)
PHONE (075) 21941
TELEX 77893

-: 6 :-

14. FORCE MAJEURE.

Only in case of force majeure can this contract be cancelled. The meanings of force major is according to the laws of the Islamic Republic of Iran and is accepted by both sides.

15. DISPUTES.

In case of any disputes both sides will try to solve them through negotiation, otherwise the case will be solved by the laws of the Islamic Republic of Iran is accepted by both sides.

16. OFFICIAL ADDRESS.

The official address of the buyer is Iranian Meat Organisation No 80 Ayatullah Taleghani Avenue Tehran (Saseman Gesht Keshvar) Iran. and the seller's address is:-

Oceanic Meat Traders (W.A) PTY. Ltd
24th Floor A.M.P Centre
50 Bridge Street
SYDNEY 2000
AUSTRALIA.

Only documents should be posted to the official address, The seller is responsible to announce any change in address to the buyer.

17. The seller is responsible to arrange for the visit to Australia of one veterinary doctor and one religious representative nominated by the buyer, all of whose expenses to seller's account.

(2 copies and 17 Clauses).

UNQUOTE

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980



PITT AND HUNTER STREETS,
 SYDNEY N.S.W. 2000
 AUSTRALIA.

10 / 4 / 19 80

DOCUMENTARY CREDIT		Issuing Bank's No. 09/97426	Advising Bank's No. 8582/2003
Issuing Bank		Applicant	
The Bank Markazi, Ferdowsi Branch, TEHERAN, IRAN		Meat Organization, TEHERAN, IRAN.	
Beneficiary		Amount	
Oceanic Meat Traders (WA) Pty. Ltd., AMP Centre, 50 Bridge Street, SYDNEY N.S.W. 2000 AUSTRALIA.		US\$21,472,500-00 Twenty One Million Four Hundred and Seventy Two Thousand Five Hundred dollars. United States of America currency. 30th July 1980.	

Dear Sirs,

The above named issuing bank/branch of this bank have informed us they have opened their Irrevocable Documentary Credit advised by cable in your favour available dated 30th March 1980.

For payment/acceptance of your draft(s) at

drawn on
 accompanied by the following documents:

For payment against presentation of the following documents:

Invoice in 3 copies, 2 certified by the local Chamber of Commerce, showing customs tariff no. 02/1.

Full set of clean on board bill of lading marked freight prepaid issued or endorsed to order of Bank Markazi, Ferdowsi Branch, Teheran.

Certificate of origin in 2 copies issued by the local Chamber of Commerce confirming goods originated in Australia.

Islamic slaughter certificate issued by the slaughter houses nominated by the mission appointed by the orderers. Such certificate should also be approved by a member of the Islamic community of the country of origin and the Embassy of the Islamic Republic of Iran or the religious representative of the orderers.

~~Special Conditions~~

Health Certificate issued by the official authorities of Australian government.

Certificate of number of carcasses net and gross weight for each shipment approved by Surveillance De Geneve or their agents or

From Australia

to Khorramshahr or Bandar Imam Khomeini by refrigerated vessel.

Partial Shipments
 Transshipment

Permitted
 Not Permitted.

Special Conditions

Insurance effected in Iran.

All negotiations must be endorsed on this letter of advice.

Details of this credit are advised without engagement or responsibility on our part.

We undertake that drafts marked as drawn under this credit and presented in conformity with the terms of this credit will be duly honoured.

We have been requested to add our confirmation to this credit and we therefore undertake that any drafts drawn by you in accordance with the terms of the credit will be negotiated by us without recourse.

Yours faithfully,

applies only when completed thus



Manager



AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

INCORPORATING ANZ BANK AND EZBN BANK

PAGE 2

PITT AND HUNTER STREETS,
SYDNEY, N.S.W. 2000.

ATTACHED TO AND FORMING PART OF

DATE 10 / 4 / 80

DOCUMENTARY CREDIT	ISSUING BANK'S No. 09/97426	ADVISING BANK'S No. 8582/2003
--------------------	--------------------------------	----------------------------------

Documents continued:
orderers representative.

Certificate issued by the respective slaughter house and the Cold Store duly signed by the local Chamber of Commerce giving the slaughter dates of the carcasses. Such certificate should evidence that the slaughter and freeze date is not over 90 days before loading date.

Covering shipment of:

500 M/T Frozen first quality carcass of Hogget Meat (5% more or less) of first quality Male and Female sheep of Australian origin. All carcasses of Hogget meat should be from animals of one to two years of age and slaughtered in accordance to Islamic Rights, and carcasses should be without head, feet, kidney, kidney fat and tails, and well drained of blood and all other offals and as lean as possible. Each carcass must be wrapped in stockinette or polythene stockinette. Each carcass should weigh between 14-22 Kg with an average weight of about 18Kg, all carcasses of Hogget meat should not have been slaughtered more than 90 days prior to the loading. Price per M/T of net weight US\$1,800-00 C+F Iranian Port.

11500 M/T First quality frozen carcasses of Lamb meat (5% more or less) of first quality male and female sheep of Australian origin (80% male and 20% female). All carcasses should be from animals between 2 and 4 years of age and slaughtered in accordance to Islamic Rights. All carcasses should be without head, feet, kidney, kidney fat and tails and well drained of blood and all other offals and as lean as possible. Each carcass must be wrapped in stockinette or polythene stockinette. Each carcass should weigh up to 26 kg with an average weight of about 20 kg. All carcasses of Lamb meat should not have been slaughtered more than 90 days prior to loading. Price per M/T of nett weight US\$1,700-00 C + F Iranian Port.

Yours faithfully,

For the Manager.

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980



PITT AND HUNTER STREETS,
SYDNEY N.S.W. 2000 AUSTRALIA
11th April, 1980.


AMENDMENT TO DOCUMENTARY CREDIT		ISSUING BANK'S No.	ADVISING BANK'S No.
<i>Issuing Bank</i> The Bank Markazi, Ferdowsi Branch, TEHERAN, IRAN.		09/97426	Applicant 8582/2003
<i>Beneficiary</i> Oceanic Meat Traders (WA) Pty. Ltd., AMP Centre, 50 Bridge Street, SYDNEY N.S.W. 2000 AUSTRALIA.		THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE-MENTIONED CREDIT AND MUST BE ATTACHED THERETO	

Dear Sirs,

The abovenamed issuing bank/branch of this bank have informed us they have amended their abovementioned credit as follows:—

In Description of Goods for 11500 M/T, all reference to Lamb should read Mutton.

All other credit terms and conditions remain unchanged.

Yours faithfully

Manager

DOCUMENT 54* - Plaintiffs Evidence -
Exhibit "45" Two Oceanic/Metro contract
documents - 10 April 1980, Documents
headed ANZ Bank Telex - 20 March 1980



PITT AND HUNTER STREETS,
 SYDNEY, N.S.W. 2000 AUSTRALIA.
 Date 11TH APRIL 1980.

AMENDMENT TO DOCUMENTARY CREDIT		ISSUING BANK'S No. 09/97426	ADVISING BANK'S No. 8582/2003
<small>Issuing Bank</small>	<small>Applicant</small>		
The Bank Markazi, Ferdowsi Branch, TEHERAN, IRAN.	Meat Organization, TEHERAN, IRAN.		
<small>Beneficiary</small>			
Oceanic Meat Traders (WA) Pty. Ltd., AMP Centre, 50 Bridge Street, SYDNEY N.S.W. 2000 AUSTRALIA.	THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE- MENTIONED CREDIT AND MUST BE ATTACHED THERETO		

Dear Sirs,

The abovenamed issuing bank/branch of this bank have informed us they have amended their abovementioned credit as follows:—

In Documents insert:

"Islamic Slaughter Certificate issued by the slaughter house nominated by the Mission appointed by the orderers. Such Certificate should also be approved by a member of the Islamic Community of the country of origin or by the Embassy of the Islamic Republic of Iran or by the religious representative of the orderers."

In Special Conditions insert:

Please note that the terms of this Credit permit Telegraphic Transfer reimbursement. Negotiation at the Telegraphic Transfer buying rate of exchange will be on the basis that interest may be charged to your account should same day value not be received by our bank from the drawee/reimbursing bank involved.

Charter Party Bill of Lading acceptable.

Validity of Credit extended to 31st August, 1980.

All other credit terms and conditions remain unchanged.

Yours faithfully

Manager

DOCUMENT 54* - Plaintiffs Evidence -
 Exhibit "45" Two Oceanic/Metro contract
 documents - 10 April 1980, Documents
 headed ANZ Bank Telex - 20 March 1980

E
TELEX MESSAGE
TELEX MESSAGE
TELEX MESSAGE

212459 AUST IR
METMEAT AA82218 20/3/80 1614HRS

ATTN MR TERRY HUNT

THE FOLLOWING IS A TELEX RECEIVED FROM GHAVIMI OF SIMETCO AND MY
REPLY.

FOLLOWING IS TELEX RECEIVED FROM GHAVIMI AND MY REPLY.

QUOTE

ATT. MR DINGWALL

TKS YRTLX 17.3.80 FURTHER TO OUR PREVIOUS DEALING AND
CONTACT WITH YOUR EMBASSY WE WERE ASSURED OF YR COMPANYS
PERFORMANCE CONSEQUENTLY OUR TLX FEB. WAS SENT FOR WHICH YOU
TELEXES THAT ONLY MUTTON WAS AVAILABLE. YOU WELL KNOW THAT MUTTON
IMPORTATION WAS NOT ACCEPTABLE BY IRANIAN MARKET AND ONLY DUE
TO OUR PERSEVIERENCE PROCEEDING TO A CONTRACT WAS ACCEPTED. 10
HOWEVER WE WERE SUPRISED TO OBSERVE THAT YOU NOT ONLY DISREGARDED
THE AGREED QUOTATIONS BUT ALSO DUE TO THIS MISHANDLING OF BUSINESS
OPPORTUNITY YOU MADE US LOSE A GREAT DEAL AND YOUR COMPANY ALSO
MADE LESSER THAN THE ORIGINAL AGREEMENT. WE WISH TO REFER YOU
DISCUSSIONS IN TEHRAN AND INSIST THAT SALE OF 6000 TONS MUTTON
WAS DEFINITELY DUE TO OUR TIRELESS EFFORTS IF NOT ALL THE CONTRACT
AND YOU DESPITE THE DOCUMENTED OFFICIAL AGREEMENT YOU PERSONALLY
EXAMINED AND AGAINST ALL BUSINESS RULES AND FORMALITIES REFERRED 20
TO ANOTHER FIRM WHICH HAS NO PREVIOUS CONTACTS ON THIS PROTION
AND KIND OF MEAT IMMEDIATELY UPON YOUR ARRIVAL IN TEHRAN AND
FINALIZED YOUR CONTRACT WITHOUT THE WRITTEN PERMISSION OF YOUR
ORIGINAL IRANIAN DEALER AND THIS WE THINK UNFAIR AND UNJUST.
WHAT BOTH OF US SHOULD OBSERVE IS RESPECTING THE LOYALTY AND
OBSERVANCE OF WORDS AND WRITINGS ALREADY EFFECTED WHICH UNFORTUNATELY
HAS CAUSED US A GREAT DEAL OF LOSS. WE THEREFORE ASK YOU TO
KINDLY COMPENSATE US FOR OUR EFFORTS NAMELY OUR COMMISSION AND
CREDIT LOSS WITH THE BUYER. THIS IS REQUIRED TO GUARANTY YOUR 30
REPUTATION WITH OUR AUSTRALIAN AND IRANIAN AUTHORITIES WE EXPECT
TO HEAR FROM YOU SOONEST. IT IS HOPED THAT YOUR IMMEDIATE ACTION
OF PROPER COMPENSATION COME BEFORE OUR TAKING THE CASE TO OFFICIAL
CHANNELS.

REGARDS GHAVIMI

UNQUOTE

QUOTE

ATT MR GHAVIMI

- 1) I WAS VERY SURPRISED TO RECEIVE YOUR TELEX NO 1287 DATED 19.3.80
BECAUSE OF THE TONE OF THE TELEX AND THE INACCURACY OF SOME
OF THE STATEMENTS.
- 2) I SAW YOU ON TWO OCCASIONS IN TEHRAN FOR ABOUT AN HOUR EACH
TIME, AT THE ARYA SHERATON (HOMA) HOTEL. 40

ON THE FIRST OCCASION, ON THE EVENING OF THE 26TH FEBRUARY
I HAD MR STEWART COUSINS WITH ME AND I ASKED YOU A VERY RELEVANT
QUESTION IN REPSECT OF A CONTRACT THAT YOU SAID YOU HAD
BUT DIDN'T HAVE WITH YOU AT THE TIME. YOUR REPLY CONFIRMED
WHAT WE ALREADY KNEW FROM DISCUSSIONS WITH THE I.M.O. DIRECTORS
EARLIER THAT DAY. THAT YOUR CONTRACT WAS NOT FOR THE PRODUCT
WE HAD EARLIER OFFERED AND IN FACT WAS FOR PRODUCT WE HAD
PREVIOUSLY ADVISED YOU WAS NOT AVAILABLE.

TELEX MESSAGE TELEX MESSAGE TELEX MESSAGE

READY KNEW FROM DISCUSSIONS WITH THE I.M.O. DIRECTORS EARLIER THAT DAY. THAT YOUR CONTRACT WAS NOT FOR THE PRODUCT WE HAD EARLIER OFFERED AND IN FACT WAS FOR PRODUCT WE HAD PREVIOUSLY ADVISED YOU WAS NOT AVAILABLE.

ON THE SECOND OCCASION ON THE EVENING OF THE 27TH FEBRUARY I ADVISED YOU QUITE CLEARLY THAT METRO MEAT WAS NOT GOING TO CONTRACT WITH THE I.M.O. BUT WOULD PARTICIPATE IN SUPPLYING SOME TONNAGE TO AN AUSTRALIAN MEAT EXPORT BROKER WHO WOULD BE PUTTING TOGETHER A SUBSTANTIAL OFFER OF MUTTON ONLY FROM A NUMBER OF MEAT PACKERS IN AUSTRALIA

10

- 3) YOU CLAIM IN YOUR TELEX THAT I PERSONALLY EXAMINED A DOCUMENTED OFFICIAL AGREEMENT.

I PRESUME FROM THIS THAT YOU ARE CLAIMING I EXAMINED THE CONTRACT YOU SAID YOU HAD.

THIS IS A COMPLETE FABRICATION ON YOUR PART, AT NO TIME DURING THE ONLY TWO BRIEF MEETINGS WE HAD, DID YOU SHOW ME ANY DOCUMENTS.

- 4) YOUR COMPLAINTS ABOUT METRO FINALISING A CONTRACT WITHOUT WRITTEN PERMISSION OF OUR ORIGINAL IRANIAN DEALER INDICATES THAT YOU ARE UNDER SOME MISGUIDED IMPRESSION THAT YOU ARE, OR WERE, AT SOME TIME APPOINTED AS AGENT FOR METRO MEAT. YOUR COMPANY HAS NEVER HAD ANY DEALINGS WITH METRO MEAT BEFORE A TELEX EXCHANGE IN FEBRUARY AND AT NO TIME HAVE WE GIVEN YOU PERMISSION TO ACT ON OUR BEHALF IN ANY SHAPE OR FORM.

20

YOU OR YOUR ENGLISH SPEAKING FRIEND ON OUR SECOND MEETING ASKED ME IF I WOULD APPOINT SIMETCO TO ACT AS AGENTS IN IRAN FOR METRO MEAT AND I EXPLAINED THAT WE WERE NOT PREPARED TO DO SO.

- 5) I MADE IT VERY CLEAR TO YOU THAT DUE TO THE LACK OF LAISON BETWEEN YOUR OFFICE IN TEHRAN AND METRO OFFICE IN ADELAIDE YOU WERE NOT ADVISED OF MY ARRIVAL OR HOTEL BOOKING AND NEITHER WAS I ADVISED OF YOUR TELEPHONE NUMBER OR ADDRESS IN TEHRAN DURING MY STAY IN BANGKOK.

30

ON ARRIVAL IN TEHRAN I WAS EXPECTING TO MEET SOMEONE FROM YOUR COMPANY AT THE AIRPORT OR AT THE VERY LEAST A MESSAGE

AS THIS DIDN'T OCCUR I DECIDED TO ORGANISE A MEETING WITH THE I.M.O. AND AT LEAST FIND OUT PERSONALLY WHAT MEAT THEY WERE PREPARED TO BUY FROM AUSTRALIA.

DR OURANDI ADVISED ME AT THE MEETING THAT THEY REQUIRED LAMB AND HOGGET OR AS A LAST RESORT HOGGET AND YOUNG MUTTON AND THAT THEY HELD TWO CONTRACTS ONE SIGNED AND THE OTHER NOT SIGNED FOR THIS TYPE OF PRODUCT FROM AUSTRALIA.

40

I ADVISED DR OURANDI THAT THE CONTRACTS HE HAD WOULD NOT BE MET BECAUSE ONLY MUTTON WAS AVAILABLE FROM AUSTRALIA UNTIL AUGUST 1980 WHEN THE NEW LAMB + HOGGET SEASON COMMENCED.

THIS SAME ADVICE WAS GIVEN TO THE I.M.O. BY MR COUSINS.

AFTER THIS CONFIRMATION THE I.M.O. THEN DECIDED TO REVIEW THEIR POLICY AND CONSIDER MUTTON AS A POSSIBILITY.

THE FOLLOWING DAY THE IMO RECEIVED A DEPUTATION FROM THE NEW ZEALAND MEAT BOARD AND PURCHASED ALL THE LAMB NEW ZEALAND OFFERED WHICH WAS SUBSTANTIALLY BELOW THE TONNAGE REQUIRED BY THE IMO. THE NEW ZEALAND MEAT BOARD ALSO OFFERED MUTTON TO THE IMO AT \$1700 U.S. C.A.F. IRAN PORT WHICH ESTABLISHED THE MAXIMUM PRICE THE IMO FELT NECESSARY TO PAY FOR ANY OFFERS OF MUTTON FROM AUSTRALIA.

50

- 6) MR GHAVIMI, I HAVE GIVEN YOU ALL THIS DETAIL TO ENSURE YOU FULLY UNDERSTAND THE CIRCUMSTANCES AND THE REASONS FOR MY ACTIONS DURING MY VISIT TO TEHRAN.

- 7) UNDER THE ABOVE CIRCUMSTANCES THE FOLLOWING FACTS WERE VERY CLEAR TO ME

TELEX MESSAGE

8) UNDER THE ABOVE CIRCUMSTANCES THE FOLLOWING FACTS WERE VERY CLEAR TO ME

- (A) YOU DID NOT HAVE A CONTRACT FOR THE SAME PRODUCT WE OFFERED BY TELEX FROM AUSTRALIA AND THE PRODUCT YOU AGREED TO SELL THE IMO WASN'T AVAILABLE.
- (B) THE NEW ZEALANDER MISSION SET THE MAXIMUM PRICE THE IMO WOULD PAY BECAUSE OF THEIR OFFER OF MUTTON AT \$1700.
- (C) ANOTHER AUSTRALIAN COMPANY WAS PREPARED TO OFFER THE IMO MUTTON AT \$1700 US CAF AND WAS PREPARED TO TAKE SOME TONNAGE FROM METRO MEAT WHICH WOULD OBVIATE METRO HAVING TO CONTRACT DIRECTLY WITH THE PROBLEMS OF PERFORMANCE BONDS AND DIFFICULTIES ASSOCIATED WITH SHIPPING SMALLER QUANTITIES FROM A COST AND AVAILABILITY POINT OF VIEW.

9) FINALLY YOUR DEMAND FOR COMPENSATION IS ABSURD BECAUSE THERE WAS NO CONTRACT OR AGREEMENT FINALISED BETWEEN US.

ANY TELEX CONTACT WE HAD WAS PRELIMINARY AND IN PROGRESS ONLY IF YOU COULD COME UP WITH A SATISFACTORY PROPOSITION.

YOUR LAST TELEX TO METRO ONLY INDICATED YOU THOUGHT IT POSSIBLE TO OVERCOME THE DIFFICULTIES WITH SPECIFICATIONS, NOT THAT YOU HAD
=====

9) MANY OTHER POINTS IN RESPECT OF SUPPLYING THE IMO HAD NOT EVEN BEEN DISCUSSED BY THE TWO PARTIES. FOR EXAMPLE WERE YOU GOING TO PUT UP A PERFORMANCE BOND?

WAS THE METHOD OF PAYMENT, FORM OF L/C ETC. DISCUSSED?

NO MR GHAVIMI, NONE OF THESE ESSENTIAL MATTERS HAD BEEN CONSIDERED OR DISCUSSED, WHICH ONLY CONFIRMS WHAT I HAVE ALREADY STATED, THAT YOU AND METRO HAD ENTERED INTO A PRELIMINARY STAGE ONLY IN NEGOTIATIONS TOWARDS A POSSIBLE CONTRACT.

METRO HAD MADE NO COMMITMENTS AND NEITHER HAD YOU.

ANY COSTS BY EITHER PARTY INCURRED UP UNTIL THE POINT I ADVISED YOU IN TEHRAN THAT METRO WAS NOT GOING TO PROGRESS A CONTRACT MUST BE BORNE BY EACH PARTY.

10) I AM SENDING A COPY OF THIS TELEX TO MR HUNT AT THE AUSTRALIAN EMBASSY SO HE IS FULLY INFORMED.

THE IMO ALREADY ARE AWARE THAT MY OFFER TO YOU WAS FOR MUTTON, AND NOT LAMB, HOGGET OR YOUNG MUTTON.

R
UNQUOTE

MR GHAVIMI IS TRYING TO STIR UP TROUBLE AND OR HOPEFULLY EXTORT FUNDS FROM METRO AFTER HAVING MISSED OUT ON A CONTRACT WITH THE I.M.O. OURANDI INFORMED ME THAT HE HAD THE UNSIGNED AGREEMENT FOR HOGGET AND YOUNG MUTTON FROM SIMETCO AT OUR FIRST MEETING.

AT NO TIME HAS METRO MADE ANY FIRM COMMITMENTS WITH SIMETCO AND THIS WAS MADE QUITE CLEAR TO GHAVIMI ON THE TWO BRIEF DISCUSSIONS I HAD WITH HIM IN TEHRAN.

I THOUGHT IT ADVISABLE TO KEEP YOU INFORMED AS WE SEEM TO HAVE A NUMBER OF IRANIANS DOING DEALS WITH THE IMO FOR A PRODUCT WHICH DIFFERS FROM THAT OFFERED FROM AUSTRALIA.

KIND REGARDS
KEN DINGWALL

*
212459 AUST IR

FARES RURAL CO. PTY. LTD.
(INCORPORATED IN W.A.)

16 MOUAT STREET, FREMANTLE
P.O. BOX 464 FREMANTLE, 6160
WESTERN AUSTRALIA
AUSTRALIA

TELEX: 93037 PARS
CABLES: PARES-PERTH
TELEPHONE: 335 4318
335 6760

April 21, 1980.

The Manager,
Metro Meats Limited,
2 Hurtle Square,
ADELAIDE, S.A., 5000

Attention Mr. Dingwall

Dear Sir,

We are greatly concerned at your telex of March 17 advising that you are no longer producing hogget and lamb for us. In addition we still await reply to our telex of March 17 last. Mr. de Blanco Villegas endeavoured to contact Mr. Dingwall on Sunday last and was advised that he had left for overseas shortly before. On Monday last he endeavoured to contact Mr. Turner by telephone, but was eventually told that he too had left for overseas.

We are quite unaware of any valid reason for your refusing to implement our contract of July last. We have at your request undertaken to pay to you money additional to that provided for by the original contract, in order to ensure that the contract is finalised. Our agreement in July was that you would supply 13,200 metric tons of lamb and 8,800 metric tons of hogget, those quantities being repeated by us in our contract with the Iranian Meat Organisation.

10

We subsequently agreed to consider payment on conclusion of the contracts of an additional sum of \$30.00 per ton for lamb contained in any shipment completed in less than 40 days, provided that all other contractual conditions were fulfilled.

20

By telex of February 29, 1980 we confirmed our agreement to your requirement that we pay that bonus, extended in effect so that it related not only to lamb but to all meat comprised in shipments completed in less than 40 days, provided only that you undertook to deliver the full quantities contracted for.

That undertaking was repeated in our telex of March 17 last, as was our agreement to meet your request for a subsidy of \$125US per ton of lamb purchased by you from the Western Australian Lamb Board in order to reduce the dead freight on the third shipment. We again confirm and repeat our willingness to honour these undertakings, conditional only upon your advising your willingness to complete shipment of the original contractual quantities by end July, 1980.

30

At your further insistence we agreed to make all these promised payments available immediately, subject to your arranging a guarantee that such sums would be refunded to us should you not meet this one condition, namely, your concluding the shipment of the quantities originally contemplated by end July, 1980. Even this requirement was waived by our telex of March 17 and our only condition for immediate payment of all bonuses and subsidies

40

Metro Meats Ltd.

165

April 21, 1980.

required by you was an indication of your willingness to complete the shipments by end July, 1980. Your failure to even answer this telex and your conduct suggest that you are seeking to resile from your contractual obligations.

You are aware that our contact with the Iranian Meat Organisation involves a performance bond of about US\$4,000,000 and that we are at risk in respect of this sum. We are in a critical phase in respect of this contact insofar as we must make arrangements within the next few days for shipments, in order to comply with the terms of that contract. We have instituted enquiries to ascertain whether alternative supplies and alternative shipping arrangements can be made to honour our contractual obligations and while these enquiries have not in any sense been finalised it is clear that substantial additional expense will be occasioned by us, if indeed such arrangements can be made. We are accordingly in jeopardy in respect of our performance bond, and at best likely to incur substantial additional expense in meeting the terms of our contract with the Iranian Meat Organisation.

10

This letter is to invite you to confirm that our contract will be honoured, on the terms set out in our telex of March 17 last. In view of the critical shortness of time, we must require your advice of intention to perform the contract before Monday, 28th instant, and in default of your confirmation in this regard we will treat your failure to reply and your conduct as a repudiation of our contract.

20

We await your reply.

Yours faithfully,
FARES RURAL CO. PTY. LTD.

.....
Captain R. Mata
Managing Director

DOCUMENT 46* - Plaintiffs Exhibits -
Exhibit "37" Copy letter from Dingwall
to Fares Enterprises - 24 April 1980

KD:LD

24th April, 1980

Fares Enterprises,
97 Eaton Place,
LONDON, SW1
UNITED KINGDOM

FOR THE ATTENTION OF MR. RACHID FARES

Dear Sir,

I have received the enclosed correspondence from Capt. Mata of Fares Rural Co. Pty. Ltd., located in Fremantle, West Australia.

I am assuming he has your authority to act on your behalf and therefore I have sent a copy of this correspondence to him. However, as the agreement referred to in his letter was between Fares Enterprises London and Metro Meat Ltd. I therefore address the following to your company in London.

There are a number of inaccurate facts in the letter received from Capt. Mata which I don't intend to cover at this particular time. The most relevant points right now are the failure of your company to meet its payment obligations as and when they fell due under our verbal agreement of July 2nd, 1979. In my telex to you dated the 13th February, 1980, I listed exactly the amounts overdue for payment on the first three voyages of the "Almeria Star," as in each case the vessel unloaded in Iran in 10 days.

Our verbal agreement was quite clear, that if a vessel unloaded in less than 40 days Metro would be paid an additional \$30 per tonne. This was not a discretionary payment as you claimed in your telex of 4th July. There was never any qualification that this amount would be paid at the end of the contract agreement and therefore it is only common sense that on completion of discharge in Iran in less than 40 days the amount fell due for payment. I discussed this with you on two occasions by phone in December and January and you agreed to pay on the first two shipments that had been completed at that time.

DOCUMENT 46* - Plaintiffs Exhibits -
Exhibit "37" Copy letter from Dingwall
to Fares Enterprises - 24 April 1980

Additionally in January I discussed with you the extra costs involved in purchasing 800 to 900 tons of West Australian Lamb Board product to ensure the third vessel was fully loaded.

In actual fact based on my original discussion with you in July, Metro agreed to supply approximately 2,000T on the first voyage end August and 4,000T every second month thereafter until the agreed tonnage was completed. On this basis, as Metro had loaded 6,955 tonnes on the first two voyages, Metro really had no obligation to load anymore tonnage than 3,045 tons on the third voyage. In other words only 9 tons needed to be purchased by Metro to have fulfilled our part of the agreement.

In order to co-operate to the maximum degree (as we have always done) Metro purchased 843 tons at an extra cost of \$256 per tonne, but only after you agreed over the phone to reimburse \$125 per tonne to Metro to offset some of the losses incurred. Having received your assurances on reimbursement I was absolutely amazed that after the event you then placed conditions on that payment being effective.


In further telexes dated the 5th March and 14th March I have made it very clear to you that until Metro is paid in full for the first three shipments I am not prepared to discuss further shipment.

At no time have I ever stated or indicated that Metro is not prepared to meet its obligations, however, as a matter of general policy Metro will not supply any customer with meat or any other product if his account is overdue for payment. When you pay what is due I will be prepared then (and only then) to discuss the balance of tonnage to be shipped.

Jorge Villegas arrived in Australia and contacted Jack Ware in Fremantle on the 12th of April. He then arrived in Adelaide on the 13th and phoned my home to find I had left that morning for Los Angeles. Doreen informed Jorge that I would be back in Sydney on the 20th. Unfortunately he had to leave for Japan on the 19th, he evidently wished to discuss the above problems.

I think it would be more to the point and very much more effective if you handled these discussions yourself rather than asking third parties to intervene on a matter in which they only have second hand facts which are not accurate.

Yours faithfully,


K. DINGWALL
MANAGING DIRECTOR

Shipper FARE'S RURAL CO. PTY.LTD. AUSTRALIA.		Bill of Lading No. <div style="text-align: right; font-size: 2em; font-weight: bold;">M2</div>	
Consigned to TO ORDER OF BANK MARKAZI TEHERAN, IRAN <i>J. Babbar</i>		BILL OF LADING FOR COMBINED TRANSPORT OR PORT TO PORT SHIPMENTS m.v. ALMERIA STAR LONDON CARRIER OFF No. 366311 G.R.T. 9781.4 N.R.T. 5416.33 B.H.P. 17340 Accepted by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of	
Notify Party 		Indicated below & stated by the shipper to comprise the cargo specified below, for transportation subject to all the terms hereof (INCLUDING THE TERMS ON THE REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Acceptance or the Place of Loading, whichever applicable, to the Port of Discharge or the Place of Delivery, whichever applicable. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the Shipper, Holder and Carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them. As far as this Bill of Lading covers combined transport it is based on the uniform rules for a Combined Transport Document (I.C.C. Brochure No. 288).	
Intended Vessel R/V "ALMERIA STAR"	Intended Port of Loading MELBOURNE	Aust. Zone	U.K./Europe Zone
Intended Port of Discharge BANDAR IRAN KHORREINI AND/OR KHORRAFSHAR	Freight and charges State where paid/due AND/OR KHORRAFSHAR	Basic Service	No. of Orig. B's/L TWO (2)
Details of cargo as declared by Shipper		Details of cargo as declared by Shipper	
Marks & numbers	Quantity and description of goods	Container Nos.	Gross weight NETT
			Cubic measure M.T.
FIRST QUALITY FROZEN CARCASSES OF LAMB MEAT 17285 FROZEN LAMB CARCASSES		252.179 M.T.	
CLEAN ON BOARD m.v. ALMERIA STAR LONDON OFF No. 366311 G.R.T. 9781.4 N.R.T. 5416.3 B.H.P. 17340 <i>J. Babbar</i>		Freight and Charges FREIGHT PREPAID	
COPY ONLY NOT NEGOTIABLE			
In witness of the contract herein contained the above stated number of originals have been issued one of which being accomplished the other(s) to be void. For the Carrier, m.v. ALMERIA STAR LONDON OFF No. 366310 G.R.T. 9781.40 N.R.T. 5416.38 B.H.P. 17340 <i>J. Babbar</i>			
† Place of Acceptance		† Place of Delivery	
		Signed at MELBOURNE Date 16.7.80	

CONFERENCE FORM AUSTRALIA/U.K./EUROPE No. 2
 SYDNEY: 281 GEORGE ST. LONDON: 15 ABchurch Lane SO. QUEEN ST.
 PERTH: 14-15 VICTORIA AVE. MELBOURNE: 112-113 MARKET ST.

† APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING.

IN THE SUPREME COURT)
OF WESTERN AUSTRALIA)

No. 2121 of 1980

B E T W E E N

FARES RURAL CO. PTY. LTD.

Plaintiff

- and -

METRO MEAT LIMITED

Defendant

I, JAMSHID BAHRAMI-KIA of Captain Fremantle Motor Lodge,
6 Canning Highway, East Fremantle in the State of Western
Australia, Veterinary Surgeon being duly sworn MAKE OATH
AND SAY as follows:-

1. In March of 1980 I was the representative of the Iranian Meat Organisation in Western Australia.
2. As a result of a Contract to supply lamb and hogget made between Fares Rural Co. Pty. Ltd., the Plaintiff in this action, and the Iranian Meat Organisation I was sent, on 18th October 1979, by my employer to Australia to inspect the lamb and hogget and to supervise compliance with the Contract particulars.
3. In late 1979 I was in Adelaide and met Mr. Kenneth Dingwall of Metro Meat Limited, the Defendant in this action, and he said to me that it would be difficult for his company in the future to supply more lamb and hogget because the cost to them of lamb and hogget was rising.

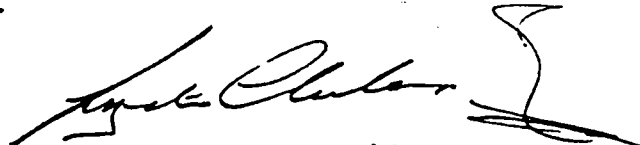
4. During February 1980 I noticed that there was less stock being killed and less lamb and hogget being made available by the Plaintiff to the Iranian Meat Organisation.

5. In March 1980 I telephoned Mr. Kenneth Dingwall and said to him that as he knew the Iranian Meat Organisation had a Contract with the Plaintiff for supply of lamb and hogget and that I understood that the Plaintiff had a contract with Metro Meat Limited. I then asked him why there was very little supply of lamb and hogget being made available.

6. He replied that they could not supply any more lamb and hogget because the cost to them of the stock had risen since the commencement of the contract with the Plaintiff and they could not supply any more meat to the Plaintiff.

A.S. 7. In ^{MARCH} ~~April~~ 1980 I was at the Geraldton abattoir of the Defendant and noticed that they were killing only mutton. I asked Mr. Jack Ware of the Defendant why they were not killing lamb and hogget and he told me that instead of lamb and hogget they were killing mutton and I should talk to Mr. Dingwall.

ll. 8. I then rang Mr. Dingwall who told me that he had been in Tehran and that his company now had a contract to ^{approximately} kill 11,000 tonnes of mutton and they were now killing mutton for supply to the Iranian Meat Organisation instead of lamb and hogget. He did not say and I do not know whether they were supplying the mutton direct to the Iranian Meat Organisation or through another company.



SWORN by the Deponent at)
Perth in the State of)
Western Australia this 24th)
day of October 1980)
Before me:)



A Commissioner of the Supreme Court of
Western Australia for taking Affidavits

THIS AFFIDAVIT was filed by Messrs. Lohrmann Tindal & Guthrie,
Solicitors of 20th Floor, Allendale Square, 77 St. George's
Terrace, Perth, W A 6000 Tel: 325 7544 Ref: 33

DOCUMENT 85* - Plaintiffs Exhibits -
Exhibit "76" Affidavit Dr Bahrami Kia -
24 October 1980

IN THE SUPREME COURT)
OF WESTERN AUSTRALIA)

No. 2121 of 1980.

B E T W E E N:

FARES RURAL CO. PTY. LTD.

Plaintiff

AND

METRO MEAT LIMITED

Defendant

DEFENCE

1. Paragraphs 1 and 2 of the Statement of Claim are admitted. 10
2. Paragraph 3 of the Statement of Claim is denied.
The Defendants say that a contract was made on the 2nd of July 1979 between the Defendant and Rachid Fares Enterprises of Beirut Lebanon. The Defendants admit that the said contract was on terms inter alia as particularised in paragraphs 3(b) 3(c)(i) & (ii) 3(d) 3(e) and 3(f) but deny that it contained the terms particularised in paragraphs 3(a) and 3(g) of the Statement of Claim. The Defendant will so far as it may be relevant refer to the 20
said contract at the trial for its full terms and effect.
3. Paragraph 4 of the Statement of Claim is denied.
The Defendant says that the contract referred to in paragraph 2 of the Defence was made orally by Rachid Fares Enterprises by its servant or agent Rachid Fares and the Defendant by its servant or agent Kenneth Dingwall. The Defendant denies that the said contract is fully or completely or accurately evidenced by the telexes dated 3rd and 17th July

1979. The Defendant will refer to the entire correspondence and documentation between Rachid Fares and his servants or agents and/or the servants or agents of Rachid Fares Enterprises and the Defendants as evidencing the said contract and will rely thereon at the trial for their full terms and effect.

4. Paragraph 5 of the Statement of Claim is denied. The Defendant says that the quantities of lamb and hogget carcasses pleaded were supplied and delivered variously at Adelaide and Fremantle FAS to Rachid Fares Enterprises for the sum of US \$14,407,730/13 which was paid by Rachid Fares Enterprises. 10
5. Paragraphs 6, 7 and 8 of the Statement of Claim are denied.
6. Save as hereinbefore expressly admitted the Defendant denies each and every allegation in the Statement of Claim contained as if the same were herein set out and traversed seriatim.
7. In the premises the Defendant denies that the Plaintiff is entitled to the relief claimed either as alleged or at all. 20


Counsel:

THIS DEFENCE is filed by Messrs. Jackson McDonald & Co. of 6 Sherwood Court, Perth. TEL: 3250291 REF:THAP

DOCUMENT 62* - Plaintiffs Exhibits -
Exhibits "53" (a) Statement of Defence -
9 January 1981

IN THE SUPREME COURT)
OF WESTERN AUSTRALIA)

No. 2121 of 1980.

B E T W E E N:

FARES RURAL CO. PTY. LTD.

Plaintiff

AND

RACHID FARES

Second Plaintiff

AND

METRO MEAT LIMITED

Defendant

AMENDED STATEMENT OF DEFENCE WITH COUNTERCLAIM TO
AMENDED STATEMENT OF CLAIM PURSUANT TO
THE ORDER OF THE MASTER DATED THE 20TH
OF MARCH 1981

1. Paragraphs 1 and 2 of the Amended Statement of Claim are admitted.
2. Paragraph 3 of the Amended Statement of Claim is denied. The Defendant says that a contract was made on the 2nd of July 1979 between the Defendant and ~~Rachid Fares Enterprises of Beirut Lebanon~~ the Second Plaintiff. Subject as aforesaid the Defendant admits that the said contract was on terms inter alia as particularised in paragraphs 3(b) 3(c)(i) & (ii) 3(d) 3(e) and 3(f) but deny that it contained the terms particularised in paragraphs 3(a) and 3(g) of the Amended Statement of Claim. The Defendant will so far as it may be relevant refer to the said contract at the trial for its full terms and effect.
3. Paragraph 4 of the Amended Statement of Claim is denied. The Defendant says that the contract

referred to in paragraph 2 of the ~~Defence~~ Amended Statement of Claim was made orally by ~~Rachid Fares Enterprises~~ the Second Plaintiff by its servant or agent Rachid Fares and the Defendant by its servant or agent Kenneth Dingwall. The Defendant denies that the said contract is fully or completely or accurately evidenced by the telexes dated 3rd and 17th July 1979. The Defendant will refer to the entire correspondence and documentation between ~~Rachid Fares~~ the Second Plaintiff and ~~his~~ its servants or agents ~~and/or the servants or agents of Rachid Fares Enterprises~~ and the Defendant as evidencing the said contract and will rely thereon at the trial for their full terms and effect.

4. Paragraph 5 of the Amended Statement of Claim is denied. The Defendant says that the quantities of lamb and hogget carcasses pleaded were supplied and delivered variously at Adelaide and Fremantle FAS to ~~Rachid Fares Enterprises~~ the Second Plaintiff for the sum of US ~~\$14,407,730.13~~ \$14,417,730 which was paid by ~~Rachid Fares Enterprises~~ the Second Plaintiff being the amount due and owing in respect of such supply and delivery.

~~5. Paragraphs 6, 7 and 8 of the Statement of Claim are denied.~~

5. Paragraph 6 of the Amended Statement of Claim is wholly denied. The Defendant did not either by conduct or expressly repudiate the said contract.

None of the particulars set out in paragraph 6 of the Amended Statement of Claim either in themselves or together constitute a repudiation by the Defendant of the contract. The Defendant will say with respect to the alleged particulars of the Defendant's repudiation:

- (a) the recommendation of the Defendant in its telex of the 23rd January, 1980 that the Second Plaintiff advise the shipper to defer decisions on the fourth and fifth shipments in view of the possible cessation of trade between Australia and Iran was wholly reasonable was made in good faith and was made in contemplation of a possible frustration of the contract between the parties.
- (b) the moneys set out in the Defendant's telex dated the 13th February 1980 were sums due and owing at that date in respect of:

 - (i) an express condition of the contract that in the event that ships carrying the Defendant's goods in pursuance of the contract discharged within a 40 day period the Second Plaintiff would pay an additional \$30 per tonne immediately upon the discharge of such vessel;
 - (ii) an oral agreement between the Defendant and the Second Plaintiff made in January 1980 at the Second Plaintiff's request, whereby the Defendant would purchase 843 tonnes of lamb from the Western Australian

Lamb Board and ship this with the third shipment upon the Second Plaintiff's undertaking to pay \$125 per tonne immediate upon such shipment. The said request was made by the Second Plaintiff with a view to the completion of a full cargo for the vessel carrying the third shipment which has been chartered by the Second Plaintiff and/or its nominees and for the avoidance of dead freight and was acceded to by the Defendant to assist the Second Plaintiff.

10

(c) the Defendant by its telex of 5th March, 1980 did not refuse to meet its obligations under the contract. The Second Plaintiff in its telex received by the Defendant on the 4th March, 1980 failed to meet the payments then due and owing under the contract and oral agreement and purported to add a new term to the contract as to the guarantee of the outstanding shipments.

20

(d) the sums claimed in the Defendant's telex of the 5th March, 1980 were as at that date due and owing under the contract and under the said oral agreement.

(e) & (f) the Defendant did not by its telexes of 13th and 14th March, 1980 refuse to complete its shipments but repeated its claim for the sums due and owing under the contract and under the said oral agreement.

(g) & (h) the Defendant by its letter of 24th April, 1980 further repeated its claims for the sums due and owing under the contract and expressly stated that at no time had it not been prepared to meet its obligations under the contract.

(i) the Defendant denies that it committed the sale of its available stock of lambs and hogget to another purchaser at a higher price and says that by reason of the Second Plaintiff's failure to perform under the contract and the said oral agreement the Defendant suspended the purchase of hogget and lamb to fulfill the contract with the Second Plaintiff and sold existing stocks at whatever prices it could obtain in mitigation of its damage. The sale of meat to Oceanic was in any event not from supplies intended to fulfill the contract with the Second Plaintiff.

(I) the Defendant denies that Kenneth Dingwall communicated with Dr. Vet. Jashmid Bahrami-Kia at any time in March 1980 and denies that he ever represented to the said Dr. Vet. Jashmid Bahrami-Kia that the Defendant was no longer supplying lamb and hogget to the Second Plaintiff.

(II) The Defendant by its telex of the 17th March 1980 did not repudiate the contract but indicated that it was not at that time producing lamb and hogget for the Second Plaintiff pending the Second Plaintiff's agreement to

perform under the contract and the oral agreement.

~~6. Save as hereinbefore expressly admitted the Defendant denies each and every allegation in the Statement of Claim contained as if the same were herein set out and traversed seriatim.~~

6. As to paragraph 7 of the Amended Statement of Claim the Defendant denies that the Second Plaintiff has suffered loss and damage.

7. Save that the Defendant admits that the Second Plaintiff was to sell the lamb and hogget supplied under the contract to the Iranian Meat Organisation paragraph 8 of the Amended Statement of Claim is denied.

7. 8. In the premises the Defendant denies that either the First or Second Plaintiff is entitled to the relief claimed either as alleged or at all.

9. If which is wholly denied the Defendant was in breach of the contract with the Second Plaintiff and if which is wholly denied the Second Plaintiff suffered loss as a result of such breach the Defendant will say that the Second Plaintiff failed to mitigate its loss by refusing to accept the offer made by the Defendant as to payment of sums owing under the contract and oral agreement.

10. If which is denied the contract and the oral agreement were between the Defendant and the First Plaintiff acting as agent or otherwise the Defendant repeats and relies upon the Defence herein contained.

as if the First Plaintiff were substituted for the
Second Plaintiff.

COUNTERCLAIM

11. The Defendant repeats paragraphs 1 to 10 of its
Defence.
12. The Defendant was at all times willing and able to
complete the contract but by reason of the Second
Plaintiff's failure to pay the sums due and owing
under the contract and under the oral agreement
and by reason of its seeking to impose a new term
of the contract the Second Plaintiff wrongfully
repudiated the contract which repudiation the
Defendant accepted.
13. If which is denied the contract and the oral
agreement were between the Defendant and the First
Plaintiff acting as agent or otherwise the Defendant
repeats and relies upon the Counterclaim herein
contained as if the First Plaintiff were substituted
for the Second Plaintiff.
14. By reason of the Second/First Plaintiffs breach of
contract the Defendant has suffered loss and
damage full particulars whereof will be prepared
and filed prior to trial.

15. AND THE DEFENDANT CLAIMS against the Second/First Plaintiff general damages, special damages (full particulars whereof will be supplied at the date of trial) and costs.

T. Potts

Counsel

THIS AMENDED DEFENCE WITH COUNTERCLAIM is filed by Messrs. Jackson McDonald & Co. of 6 Sherwood Court, Perth. TEL: 3250291 REF:THAP

DSP59.B THAP/5.6

598

DOCUMENT 62* - Plaintiffs Exhibits - Exhibit "53" (b) Amended Statement of Defence and Counterclaim - 20 March 198

IN THE SUPREME COURT)
OF WESTERN AUSTRALIA)

No. 2121 of 1980

B E T W E E N :

FARES RURAL CO. PTY. LTD.

Plaintiff

and

RACHID FARES

Second Plaintiff

and

METRO MEAT LIMITED

Defendant

10

RE-AMENDED DEFENCE AND COUNTERCLAIM
(Amended in red pursuant to the Order
of the Master dated the 20th March, 1981
and Re-amended in blue pursuant to the Order
of the Master dated the 21st April, 1982)

1. Paragraphs 1 and 2 of the Re-Amended Statement of Claim
are admitted.

~~2. Paragraph 3 of the Amended Statement of Claim is denied.~~

The Defendant says that a contract was made on the 2nd
of July 1979 between the Defendant and ~~Rachid Fares~~
Enterprises of Beirut Lebanon the Second Defendant.

20

Subject as aforesaid the Defendant admits that the said
contract was on terms inter alia as particularised in
paragraphs 3(b) 3(c) (i) & (ii) 3(d) 3(e) and 3(f) but
deny that it contained the terms particularised in
paragraphs 3(a) and 3(g) of the Amended Statement of
Claim. The Defendant will so far as it may be relevant
refer to the said contract at the trial for its full
~~terms and effect.~~

30

2. As to paragraph 3 of the Re-amended Statement of Claim,
the Defendant admits that on the 2nd July 1979 an oral

contract was made between the Defendant and the Second Plaintiff on the terms set out in paragraph 3, save that:-

- (i) As to paragraph 3(a), the quantities to be bought and sold were 10,000 tonnes of lamb and 8,000 tonnes of hogget;
- (ii) As to paragraph 3(b), it was agreed that the contract prices for lamb and hogget would be the prices which the Iranian Meat Organisation (I.M.O.) had agreed to pay to the Second Plaintiff for lamb and hogget, less an agreed margin, freight allowance and conditional rebate, amounting to U.S. \$465 per tonne for both products. The Second Plaintiff represented to the Defendant on the 2nd July 1979 that the I.M.O. had agreed to pay U.S. \$1840 per tonne for lamb and \$150 less than this amount per tonne for hogget. On that basis the contract prices were calculated at U.S. \$1375 per tonne for lamb and U.S. \$1225 per tonne for hogget. The net contract price for hogget was subsequently agreed at \$1230 per tonne for hogget as evidenced by payments made by the Second Plaintiff. In fact, the I.M.O. had agreed to pay U.S. \$1850 per tonne for lamb and U.S. \$1800 per tonne for hogget. The correct contract prices were therefore U.S. \$1385 per tonne for lamb and U.S. \$1335 per tonne for hogget, subject however to the "rebate" pleaded in sub-paragraph (v) hereof.

(iii) As to paragraph 3 (g), the agreement was that the Defendant would make delivery free alongside ship in Adelaide and/or Fremantle as follows:-

1. 2000 tonnes at the end of August 1979.
2. 4000 tonnes at the end of September 1979.
3. 4000 tonnes at the end of December 1979.
4. Thereafter, two further shipments of 4000 tonnes each.

(iv) It was an implied term of such oral contract that the normal "force majeure" clause would 10 apply to the contract, relieving the Defendant from responsibility for non-delivery due to Acts of God, the elements, Acts of Government, political or civil disturbances, stoppage or restraint of labour, unforeseen absence or withdrawal of freight facilities, strikes, fires, explosions, droughts, war, riots, insurrections, lockouts, embargoes or any other acts beyond the seller's control.

PARTICULARS

- (a) Such a force majeure provision was customary in the trade.
- (b) In all previous written contracts between the parties, relating to the sale of live sheep or carcasses, such a provision had been included.
- (v) In calculating the price payable, there was included in the margin between the I.M.O. price (as represented by the Second Plaintiff) and the contract price an amount of US \$30

per tonne for "discharge contingencies". It was expressly agreed that this sum per tonne would be rebated to the Defendant by the Second Plaintiff, in respect of any shipment discharged in less than 40 days, and it was an implied term that such "rebate" would be paid immediately or within a reasonable time after discharge of each shipment where discharge was completed within 40 days.

3. Paragraph 4 of the Re-Amended Statement of Claim is denied. The Defendant says that the contract referred to in paragraph 2 of the Defence Re-Amended Statement of Claim was made orally by Rachid Fares Enterprises the Second Plaintiff by its servant or agent Rachid Fares and the Defendant by its servant or agent Kenneth Dingwall. The Defendant denies that the said contract is fully or completely or accurately evidenced by the telexes dated 3rd and 17th July 1979. The Defendant will refer to the entire correspondence and documentation between ~~Rachid Fares~~ the Second Plaintiff and ~~his~~ its servants or agents ~~and/or the servants or agents of Rachid Fares Enterprises~~ and the Defendant as evidencing the said contract and will rely thereon at the trial for their full terms and effect.
4. Paragraph 5 of the Re-Amended Statement of Claim is denied. The Defendant says that the quantities of lamb and hogget carcasses pleaded were supplied and delivered variously at Adelaide and Fremantle FAS to ~~Rachid Fares Enterprises~~ the Second Plaintiff for and the sum of US \$14,407,730.13 \$14,417,730 which was paid by ~~Rachid~~

~~Fares Enterprises the Second Plaintiff being the amount due and owing in respect of such supply and delivery.~~

~~5. Paragraphs 6, 7 and 8 of the Statement of Claim are denied.~~

5. Paragraph 6 of the Amended Statement of Claim is wholly denied. The Defendant did not either by conduct or expressly repudiate the said contract. None of the particulars set out in paragraph 6 of the Re-Amended Statement of Claim either in themselves or together constitute a repudiation by the Defendant of the contract. The Defendant will say with respect to the alleged particulars of the Defendant's repudiation: 10

(a) the recommendation of the Defendant in its telex of the 23rd January, 1980 that the Second Plaintiff advise the shipper to defer decisions on the fourth and fifth shipments in view of the possible cessation of trade between Australia and Iran was wholly reasonable, was made in good faith and was made in contemplation of a possible frustration of the contract between the parties;

(b) the moneys set out in the Defendant's telex dated the 13th February 1980 were sums due and owing at that date in respect of: 20

(i) an express condition of the contract that in the event that ships carrying the Defendant's goods in pursuance of the contract discharged within a 40 day period the Second Plaintiff would pay an additional \$30 per tonne immediately upon the discharge of such vessel;

- (ii) an oral agreement between the Defendant and the Second Plaintiff made in January 1980 at the Second Plaintiff's request, whereby the Defendant would purchase 843 tonnes of lamb from the Western Australian Lamb Board and ship this with the third shipment upon the Second Plaintiff's undertaking to pay \$125 per tonne immediately upon such shipment. The said request was made by the Second Plaintiff with a view to the completion of a full cargo for the vessel carrying the third shipment which had been chartered by the Second Plaintiff and/or its nominees and for the avoidance of dead freight and was acceded to by the Defendant to assist the Second Plaintiff;
- (c) the Defendant by its telex of 5th March, 1980 did not refuse to meet its obligations under the contract. The Second Plaintiff in its telex received by the Defendant on the 4th March, 1980 failed to meet the payments then due and owing under the contract and oral agreement and purported to add a new and onerous term to the contract as to the guarantee of the outstanding shipments, the effect of which would have been to require the Defendant to arrange for a bank guarantee in respect of its performance of the remainder of the contract, at the expense of the Defendant, and to waive or abandon the force majeure provision which the Defendant says was an implied term of the contract;

(d) the sums claimed in the Defendant's telex of the 5th March, 1980 were as at that date due and owing under the contract and under the said oral agreement.

(e) & (f) the Defendant did not by its telexes of 13th and 14th March, 1980 refuse to complete its shipments but repeated its claim for the sums due and owing under the contract and under the said oral agreement, which the second Plaintiff wrongfully and in breach of its contract failed and refused to pay, save on condition that the Defendant accept the new and onerous term pleaded in (c) above. In so doing, the Second Plaintiff repudiated the contract; or alternatively was in fundamental breach thereof, entitling the Defendant to suspend further shipments until payment of sums due and withdrawal of the new condition sought to be imposed.

(g) & (h) the Defendant by its letter of 24th April, 1980

further repeated its claims for the sums due and owing under the contract and expressly stated that at no time had it not been prepared to meet its obligations under the contract.

(i) the Defendant denies that it committed the sale of its available stock of lambs and hoggetts another purchaser at a higher price and says that by reason of the Second Plaintiff's failure to perform under the contract and the said oral agreement the Defendant suspended the purchase of hogget and lamb to fulfill the contract with the Second Plaintiff and sold existing stocks at whatever prices it could obtain in mitigation of its damage.

The sale of meat to Oceanic was in any event not from supplies intended to fulfill the contract with the Second Plaintiff.

- (I) the Defendant denies that Kenneth Dingwall communicated with Dr. Vet. Jashmid Bahrami-Kia at any time in March 1980 and denies that he ever represented to the said Dr. Vet. Jashmid Bahrami-Kia, that the Defendant was no longer supplying lamb and hogget to the Second Plaintiff.
- (II) the Defendant by its telex of the 17th March 1980 did not repudiate the contract but indicated that 10 it was not at that time producing lamb and hogget for the Second Plaintiff pending the Second Plaintiff agreement to perform under the contract and the oral agreement.

6. ~~Save as hereinbefore expressly admitted the Defendant denies each and every allegation in the Statement of Claim contained as if the same were herein set out and traversed seriatim.~~
6. As to paragraph 7 of the Re-Amended Statement of Claim the Defendant denies that the Second Plaintiff has suffered loss and damage. 20
7. Save that the Defendant admits that (as the Defendant ~~knew~~) ~~the Second Plaintiff~~ was to sell the lamb and hogget supplied under the contract to the Iranian Meat Organisation paragraph 8 of the Re-Amended Statement of Claim is denied.
8. In the premises the Defendant denies that either the First or Second Plaintiff is entitled to the relief claimed either as alleged or at all.

9. If which is wholly denied the Defendant was in breach of the contract with the Second Plaintiff and if which is wholly denied the Second Plaintiff suffered loss as a result of such breach the Defendant will say that the Second Plaintiff failed to mitigate its loss by refusing to accept the offer made by the Defendant as to payment of sums owing under the contract and oral agreement.
10. If which is denied the contract and the oral agreement were between the Defendant and the First Plaintiff acting as agent or otherwise the Defendant repeats and relies upon the Defence herein contained as if the 10 First Plaintiff were substituted for the Second Plaintiff

COUNTERCLAIM

11. The Defendant repeats paragraphs 1 to 10 of its Defence.
12. The Defendant was at all times willing and able to complete the contract but by reason of the Second Plaintiff's failure to pay the sums due and owing under the contract and under the oral agreement and by reason of its seeking to impose a new term of the contract the Second Plaintiff wrongfully repudiated the contract which repudiation the Defendant accepted. 20
13. If which is denied the contract and the oral agreement were between the Defendant and the First Plaintiff acting as agent or otherwise the Defendant repeats and relies upon the Counterclaim herein contained as if the First Plaintiff were substituted for the Second Plaintiff.
- ~~14. By reason of the Second/First Plaintiffs breach of contract the Defendant has suffered loss and damage full particulars whereof will be prepared and filed prior to trial.~~

14. The Second Plaintiff is indebted to the Defendant for sums due in respect of tonnages shipped. Further, by reason of the First or alternatively Second Plaintiff's repudiation of the contract the Defendant has suffered loss and damage.

PARTICULARS

<u>Sums due in respect of shipments made:</u>	<u>U.S.\$ Amount</u>	
For "rebates" due and unpaid as follows:		
Tonnage actually shipped and discharged in less than 40 days in Iran	10834 x \$30	325,020
		10
Less amount received on 5.3.80 for third shipment at \$30		116,383
Sub total		<u>208,637</u>
Tonnage Purchased by Defendant from WALMB on 3rd shipment in respect of which Second Plaintiff agreed to pay an additional \$125 U.S.	843 x \$125	105,375
Recalculation of amounts due to correct misrepresentation of actual contract price with I.M.O.		20
Lamb 7,533 tons @ \$ 10	\$ 75,000	
Hogget 3,301 tons @ \$105	<u>\$346,605</u>	421,605
<u>Claim for damages (loss of profits) on balance of shipments:</u>		
4,699 tons Hogget @ selling price \$1,335 U.S.		6,273,165
Less 4,699 tons Hogget @ F.A.S. Cost \$1,176.79		5,529,736
Profit US\$		<u>743,429</u>
		30
2,467 tons lamb @ selling price \$1,385		3,416.795
Less 2467 tons lamb @ F.A.S. Cost \$1,388		3,424,196

Loss US\$ 7,401 .

736,028
US\$ 1,471,645

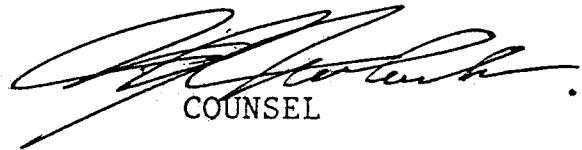
Average weighted conversion US to A\$ 1.1288

Total Claim in Australian Dollars A \$ 1,303,725

~~15. AND THE DEFENDANT CLAIMS against the Second/First
Plaintiff general damages, special damages (full parti-
culars whereof will be supplied at the date of trial)
and costs.~~

15. The Defendant counterclaims in the sum of \$1,303,725.

10


COUNSEL

THIS AMENDED DEFENCE WITH COUNTERCLAIM is filed by Messrs.
Jackson McDonald & Co. of 6 Sherwood Court, Perth.
TEL: 325 0291. Ref: CBE.

DOCUMENT 62* - Plaintiffs Exhibits -
Exhibit "53" (c) Re-amended Defence and
counterclaim - 21 April 1982