

NON-NEGOTIABLE



Mr John Zukerman – Managing Director
Probe Group Pty Ltd
PO Box 2196
Caulfield North VIC 3161

7th August 2012

Notice of Irrevocable Estoppel by Acquiescence

Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent

Dear Mr Zukerman,

Re: Account/Credit Card/Reference Number: 

With reference to the letters dated 4th, 16th and 27th July 2012 all delivered by registered post.

In those letters I asked you to provide the following reasonably requested specific items:

1. Proof of Claim that the alleged liability has been created in the form of an original contract.
2. Proof of Claim that the alleged liability exists in the form of a verified true bill signed by your client and charged to Serge Samuel Vita™ pursuant to The Bills of Exchange Act 1909.
3. Proof of Claim that Probe Group Pty Ltd has the legal right and lawful authority to attempt to enforce collection of the alleged liability in the form of Proof of Agency.

I hereby serve Notice that Probe Group Pty Ltd's failure to provide Proof of Claim has created a permanent and irrevocable estoppel by acquiescence, forevermore barring Probe Group Pty Ltd from bringing any and all claims, legal actions, orders, demands, lawsuits, costs, levies, penalties, damages, interests, liens and expenses whatsoever, against Serge Samuel Vita™.

It is important that you acknowledge and understand that this is not a letter but a legal notice, which is a different species of correspondence all together. I hereby declare that the law of agent and principal shall apply and that service upon one is service upon another.

Furthermore, your failure to provide Proof of Claim in the form of the above reasonably requested specific items comprises the tacit procuration of Probe Group Pty Ltd's agreement to the following terms and conditions.

1. Probe Group Pty Ltd is a third party interloper with no firsthand knowledge of the facts of the matter.
2. Probe Group Pty Ltd does not have the legal right or lawful authority to attempt to enforce collection of the invalid claim and will not attempt to do so in the future.
3. Probe Group Pty Ltd has no authority to adversely affect the credit rating of TM and that any negative remarks made to any credit reference agency will be removed.
4. Probe Group Pty Ltd does not have the legal right and lawful authority to sell the alleged liability, pass it back to its client and/or appoint an agent to act on its behalf in this matter.

Fee Schedule

Any further invalid claims against Serge Samuel Vita TM and/or attempting to contact the Authorised Representative by mail, mobile phone and/or telephone will constitute the agreement of Probe Group Pty Ltd to the following Fee Schedule:

1. \$1000.00 (ONE THOUSAND AUSTRALIAN DOLLARS) per invalid claim in writing, nunc pro tunc,
2. \$1000.00 (ONE THOUSAND AUSTRALIAN DOLLARS) per letter and/or notice sent by recorded mail, nunc pro tunc,
3. \$1000.00 (ONE THOUSAND AUSTRALIAN DOLLARS) per hour or portion thereof, of the Authorised Representative's time, nunc pro tunc,
4. \$1000.00 (ONE THOUSAND AUSTRALIAN DOLLARS) per attempt to contact by telephone and/or mobile phone.
5. \$1,000,000 (ONE MILLION AUSTRALIAN DOLLARS) per unauthorised © infringement.

All fees are payable in Twenty One (21) days of date of invoice is received, as evidenced by recorded delivery tracking number.

Without malice or mischief, in sincerity and honour

By: [REDACTED]

No assured value, No liability. Errors & Omissions Excepted. All Rights Reserved.

WITHOUT RECOURSE – NON-ASSUMPSIT

Calls maybe recorded

NOTICE TO THE PRINCIPLE IS NOTICE TO THE AGENT

AND NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPLE