

Murray Schaefer  
600 Seaham Road  
NELSONS PLAINS NSW 2324

0499 244 228

10 May 2024

Mr Cameron Greig

BY EMAIL ONLY: [REDACTED]@gmail.com

Dear Mr Greig

**Ellandonan & Winterbournewind Project**

I am writing to you in both my own personal capacity as well as in my capacity as the executor and trustee of the estate of my late brother, Gregory Dewar McRae Schaefer.

It has been brought to my attention that you published a video to the Voice for Walcha Facebook page on 26 April 2024 that is viewable by the general public without restriction, in which you make a number of false and misleading statements throughout the video regarding the Winterbourne wind farm project generally, but also in particular, in relation to my late brother and his property known as "Ellandonan".

Although you do not specifically name my late brother in the video, at the 1:45 minute mark, you make reference to "*a deceased estate in the Winterbourne area ...*" and use that estate as the basis for several false and misleading statements. As my late brother's estate has been the only deceased estate and property sale in the Winterbourne area for some time, there can be absolutely no doubt that an ordinary reasonable viewer in the Walcha area would be (and has been) able to identify from your statement that the false and misleading statements by you that follow in the video are referring to my brother's estate and my actions as executor and trustee of his estate in selling "Ellandonan".

The statements made by you in the video that has been published are defamatory and are clearly intended to mislead the public and cause harm to the reputation of both my late brother and me, amongst others. My brother was and remains an upstanding member of the Walcha community and your attempts to use his property to defame both him and others involved in wind farming is contemptible. I require you to immediately cease and desist with making any statements either directly or by implication regarding my late brother and myself, including any statements in relation to his property at "Ellandonan".

I have **enclosed** a transcript of the video published by you with my responses outlining the false and misleading statements by you generally as well as the defamatory comments directed to my late brother and me.

In addition to ceasing and desisting with any future comments regarding my late brother and me, including any statements in relation to his property at "Ellandonan", I also require you to immediately and within no more than 14 days from the date of this letter attend to the following to rectify the damage already caused:

1. The video by you published on the Voice for Walcha Facebook page on 26 April 2024 (**the Video**) is to be deleted/removed.
2. If the Video or any video that is the same or similar to the Video is published on any other page or site on Facebook or the internet generally, including the Voice for Walcha website, you are to cause it to be deleted/removed.
3. Any links to the Video or any video that is the same or similar to the Video published on any page or site on Facebook or the internet generally are to be deleted/removed.
4. You are to take out an advertisement in the Apsley Advocate (minimum half page needed to address all issues) that expressly withdraws each of the false and misleading statements identified in each of the items outlined in the enclosed transcript and apologising for the false and misleading statements made.

If your public apologies do not address all issues, with sincerity, raised in this letter and/or you fail to comply with the above demands to rectify the damage caused by your defamatory conduct or in the event that there is any further publication by you or any person connected with you, including your associates involved in Voice for Walcha Incorporated, I expressly reserve the right to instruct my solicitor to apply to the Supreme Court of New South Wales for an injunction preventing any further defamation by you or any person connected with you. I will also arrange a letter drop to all houses, businesses, PO Boxes, and RMBCs throughout the 2354 postcode area in relation to your defamatory statements and failure to rectify the damage caused by them in order to mitigate any further damage by you to the reputations of my late brother and myself.

Should it be necessary, this letter will be relied upon in Court on the question of costs.

Yours sincerely



Murray Schaefer

Encl



**TRANSCRIPT OF VIDEO PUBLISHED ON "VOICE FOR WALCHA"  
FACEBOOK PAGE ON 26 APRIL 2024**

Item	Time	Description
1.	0:00min	<p><i>"This chat's really directed at the hosts of Ruby Hills Wind Farm, based on experiences from the Winterbourne Wind Farm."</i></p> <p>This is a misrepresentation as it implies that you have some connection to Winterbournewind Pty Ltd (<b>WW</b>) or any hosts involved in the project, which is false.</p> <p>You are not in any way involved with WW or any hosts, you have had no personal experience and no dealings with WW or any hosts, and you have no authority to use WW or any hosts as a basis for your comments.</p>
2.	0:10min	<p><i>"We have seen some awful agreements. They have been from people who have refused to sign or people who have signed and regretted signing. There have been one-sided agreements, with no escape and full risk."</i></p> <p>During our telephone conversation on 29 April 2024, you requested I provide you with confidential information contained with the agreements that you refer to and claim to have seen. The fact that you were requesting this information suggests that you have not seen any agreements as alleged. Your website also states that you do not have access to documents relating to these transactions which is presumably the reason you were requesting that information from me. It is common in commercial transactions that the release of information is controlled, including through the use of non-disclosure agreements in some circumstances. Landowners and potential hosts are not compelled or forced to sign any non-disclosure agreement and are not affected by any contract they chose not to sign.</p> <p>This statement is also a complete fabrication and an insult to the intelligence of landowners and hosts, including my late brother, and their advisors. There have been significant negotiations in respect of all dealings with WW and potential hosts have been instrumental in negotiating a Code of Conduct with WW that all parties are required to comply with in respect of all dealings.</p>
3.	0:24min	<p><i>"What's worse, with most of the agreements is that they just haven't had the facts laid out to them as they should have been."</i></p> <p>This statement is also a complete fabrication. All relevant information is provided to landowners and potential hosts. As you are not privy to any of the agreements involved, it is clearly a false statement to make reference to <i>"most of the agreements"</i>.</p> <p>In addition, WW has paid potential host's legal fees to enable them to obtain independent legal advice from a lawyer specialising in potential host involvement, or any legal professional they chose to engage. If further information was required, this was discussed between the relevant parties.</p> <p>Your statement appears intended to discredit landowners and hosts, including my late brother, as well as implying the many legal professionals involved have been negligent in their obligations to their respective clients.</p>



4.	0:29min	<p><i>"Once approached by a developer, it may be 5 years or 10 years until the income starts to flow, when the project is complete. And in that interim period the developer holds a caveat over the property, and that caveat is where a lot of the risks are held."</i></p> <p>This statement is also a complete fabrication and also confirms that you have not seen any of the relevant agreements despite your claim to the contrary. There is also no risk to the potential host during the project and, if it does not go ahead, WW is the only party that suffers any financial detriment.</p> <p>I note again that during our telephone conversation on 29 April 2024, you attempted to elicit details from me of the amounts payable under the agreements as these were not known to you.</p>
5.	0:44min	<p><i>"During this time, while a caveat is held over the property, a bank can't exercise a mortgage over the property. And that has a couple of serious risks. So, consider these 2 scenarios. One, where you might want to expand your business, and you don't have access to that asset as collateral for lending. Scenario 2 is where you might want to sell your property and you've got to find a buyer who doesn't need your asset to borrow, in order to make that purchase. And that is not a very common thing. So you're essentially diminishing the pool of buyers from the market, and that has to diminish the value of your asset. So a caveat over your property effectively diminishes your options during that period of time, until the project is complete and you just don't know how long that delay will be. We know that developers will always understate that period of time, from signing until project completion. Our Walcha experience has confirmed this. So, if you are intending to sell your property just be aware of developer control."</i></p> <p>This statement is also a complete fabrication and does not reflect the experience of landowners and potential hosts in the Walcha area, including my late brother. I am also informed by my solicitor that your statement is legally and factually incorrect and also does not reflect commercial practices in agribusiness. It is clear that your statement is intended to be a scare tactic but is likely to only be effective on those lacking the knowledge of the true position in this regard.</p> <p>I am also informed by Andrew Locke, Chairman of Walchawind Pty Ltd, who was a senior agribusiness and commercial banker with more than 15 years' experience in the industry, that it has not been his experience either from a lending or borrowing perspective.</p> <p>I note again that during our telephone conversation on 29 April 2024, you were aware that my late brother had mortgaged "Ellandonan" (being public information in any event) but that you attempted to elicit from me explicit details of the mortgage so that you could contact the relevant bank to discuss my late brother's affairs with them.</p>

6.	1:45min	<p><i>"A recent example in Walcha of a deceased estate in the Winterbourne area gave us a first-hand example of how limiting this experience was for the vendor. During that time of the sale, the developer basically restricted the vendor to the point where they were unable to release the contract, or the full contract, with details of the lease to the selling agent."</i></p> <p>This statement is both false and misleading. As you have no connection to my late brother's estate or this transaction, it is not a "first-hand example" of anything to you and you have no authority to represent that you have any connection whatsoever to this transaction, including any knowledge of what took place at any time during the sale process or any part of it.</p> <p>It is also false because the selling agent had a complete copy of the draft contract for sale (as required by law) before marketing the property. I was the person, not the developer and not the selling agent, that refused permission for a copy of the contract to be released to either you or Damien Timbs. As your position in relation to wind farms is well known within the Walcha community, it was self-evident that you were not genuine prospective purchasers at all and merely wanted access to the information regarding the wind farm to manipulate and use for your own purposes as part of Voice for Walcha Incorporated, which I was not willing to allow you to do. WW is required to provide all relevant information to a prospective purchaser and did so in this instance. As you were never a prospective purchaser, there was no obligation to provide any information to you.</p> <p>Your conceited suggestion that WW was controlling this situation (simply because you didn't get what you wanted) is also false and I (as the vendor) was the one controlling this process.</p>
7.	2:08min	<p><i>"The fact that the developer has this much control over the vendor is a frightening thought."</i></p> <p>This statement is just blatantly false and emotionally manipulative. WW involvement and/or influence in the release of information was minimal. WW had no role and was not involved in the refusal to provide a copy of the draft contract for sale or any documents relating to the property to you. WW in no way curtailed or controlled my obligations as executor and trustee of my late brother's estate.</p>



8.	2:13min	<p><i>"The only way out was for the vendor to be able to find a windfarm friendly neighbour, already a Winterbourne farm host, who was able to make a private offer. Did they receive fair value, well, I doubt it."</i></p> <p>This statement is not only blatantly false and misleading but is also a disgusting example of the level to which you are willing to stoop to manipulate the general public into supporting your cause. The statement also gives rise to implications that you have personal knowledge of the sale process and that I have breached my obligations as executor and trustee of my late brother's estate. As you had no involvement in and no knowledge of any part of the negotiations or transactions surrounding the sale of "Ellandonan", it is clear that you have fabricated this statement purely for sensational effect and with total disregard for the truth. You have no authority to represent me or my late brother's estate with respect to any aspect of the sale of "Ellandonan" and have no right to make any public comment regarding the sale process or its outcome.</p> <p>It may come as a surprise to you (and clearly will not support your cause) that there was substantial genuine interest in the purchase of "Ellandonan" and that the sale price achieved was based on the advice of two real estate agents. You have no knowledge of the steps taken as part of the sale process and no right to receive such information. The implication that arises from your statement that I breached my duties as executor and trustee of my late brother's estate in the management of the sale of "Ellandonan" is vehemently rejected.</p>
9.	2:26min	<p><i>"Just consider what would have happened if you are a purchaser in that scenario, and you aren't able to sight the full contract with lease details. Would you be inclined to continue the effort of making a purchase? I don't think I would."</i></p> <p>This statement is also blatantly false and misleading. In the same vein as your previous statement, it is clearly intended to mislead and emotionally manipulate the general public into supporting your cause. The statement also gives rise to implications that you have personal knowledge of the sale process and that I have breached my obligations as executor and trustee of my late brother's estate. This statement is also a complete fabrication given your lack of involvement in and lack of knowledge of the negotiations and transactions surrounding the sale of "Ellandonan", including what information was disclosed to the purchaser as part of the transaction. As stated repeatedly, you have no authority to represent me or my late brother's estate with respect to any aspect of the sale of "Ellandonan" and have no right to make any public comment regarding the sale process or its outcome.</p> <p>You have no knowledge of the steps taken as part of the sale process and no right to receive such information. The implication that arises from your statement that I breached my duties as executor and trustee of my late brother's estate in the management of the sale of "Ellandonan" is vehemently rejected.</p>

10.	2:42min	<p><i>"We just wondered, what does the developer have to hide? For a developer to hold the vendor to ransom to that extent just sends chills down the spine of anybody who witnessed that process."</i></p> <p>This statement is also blatantly false and misleading for the same reasons as outlined in Items 8 and 9 above.</p> <p>You did not witness the sale or have any involvement or knowledge of the sale process. WW did not hold me, or any other party, to ransom as you have stated. Your characterisation of this fabricated scenario as a ransom situation is deplorable.</p>
11.	2:53min	<p><i>"If you are a landholder wanting to sign a lease with a wind farm developer, and you have plans, or the possibility of wanting to sell in the next 5 or 10 years, we just implore you to consider what you are doing to the value of your asset. So, as a group we have put these contract risks together on the Voice for Walcha website on the Ruby Hill page and that gives everybody the opportunity to read through them in their own time. There's no cost to going through this information, and it is very important to arm yourself with the information before you commit yourself to such a significant commitment. If you are in a situation just stop and get advice, a specialist's advice. This is all new. It is foreign to everybody. Protect your interests and protect your assets. Just remember, you are dealing with a very incentivised and well-resourced developer, who is very motivated to get that signature. That's, once that signature is obtained, they can then process through the system. Many feel that, because it is not necessarily a large sum for a neighbour agreement, for example, that it is not important to get advice. But we would argue that not getting advice can be a very, very expensive mistake that is going to last for a very, very long time."</i></p> <p>Other than the fact that the "contract risks" identified by you are misleading, this is the only accurate statement in the video.</p> <p>Landowners and potential hosts should obtain independent legal advice from appropriate specialists rather than relying on false, misleading and self-serving statements issued by you.</p>