

SUPREME COURT OF QUEENSLAND

CITATION: *Chang Holdings Pty Ltd v Combis* [2026] QSC 211

PARTIES: **CHANG HOLDINGS PTY LTD**
(applicant)
v
NICK COMBIS
(respondent)

FILE NO/S: BS 2172/26

DIVISION: Trial Division

PROCEEDING: Application

ORIGINATING COURT: Supreme Court of Queensland at Brisbane

DELIVERED ON: 20 May 2026 (*ex tempore*)

DELIVERED AT: Brisbane

HEARING DATE: 20 May 2026

JUDGE: Treston J

ORDER:

- 1. Pursuant to S 127 of the Land Title Act 1994 (Qld), caveat number 724907951 over the real property situated at 161 George Street, Rockhampton in the State of Queensland, more particularly described as Lot 1 on RP 612483, Title Reference 30430174 (Property), be removed.**
- 2. The Applicant is restrained from lodging any further caveat over the Property.**
- 3. The Applicant's interlocutory application filed 18 May 2026 is dismissed.**
- 4. The Applicant's originating application filed 18 May 2026 is dismissed.**
- 5. The Applicant is to pay the Respondent's costs of the proceeding, to be assessed on the indemnity basis.**

CATCHWORDS: PROCEDURE – DETENTION, INSPECTION AND PRESERVATION – FREEZING ORDERS – where the applicant applies for interim orders restraining a statutory trustee from selling a property in Rockhampton and final orders seeking the reconveyance of the Rockhampton property to the applicant's name – where statutory trustee appointed pursuant to orders made in the Federal Circuit and Family Court (Division 1) – where property listed for auction following day – where applicant makes assertions that the property is sold at an undervalue – where no evidence to

support that conclusion – where issues previously argued before Federal Circuit and Family Court (Division 1) – whether basis to restrain statutory trustee – whether balance of convenience favours injunction

REAL PROPERTY – TORRENS TITLE – CAVEATS AGAINST DEALING – REMOVAL – POWERS OF COURT – where applicant lodged caveat against title of Rockhampton property – whether serious question to be tried – whether balance of convenience favours maintenance of the caveat

PROCEDURE – COSTS – INDEMNITY COSTS – RELEVANT CONSIDERATIONS GENERALLY – where application substantially argued before Federal Circuit and Family Court (Division 1) – where Family Court made orders appointing the statutory trustee and declining to restrain the trustee – where application in this Court an abuse of process – where application baseless – whether to order indemnity costs

Family Law Act 1975 (Cth), 106A

Land Title Act 1994 (Qld), s 127

Genrich v Maitland Holdings Pty Ltd [1982] Qd R 58

COUNSEL: Applicant appeared self-represented
M Byrnes for the respondent

SOLICITORS: Bluewater Lawyers for the respondent

- [1] HER HONOUR: On the 20th of November 2025, the Federal Circuit and Family Court of Australia (Division 1) made an order appointing Nick Combis of Vincents as trustee for the sale of a property in Rockhampton, described in the material as the Rockhampton Hotel. That order for appointment was accompanied by all the usual orders authorising the trustee in respect of remuneration and powers generally. There are numerous other orders that were made on that day by the court, but that is the relevant one for the purposes of this application. There was no appeal against the making of that order.
- [2] This is now an application by the applicant, Chang Holdings Pty Ltd, to restrain the respondent, Mr Combis, from selling that property in Rockhampton. The matter came before me in applications court on Monday, 18 May 2026 on the basis that it would proceed on an *ex parte* basis. I refused to hear the application *ex parte*. I was satisfied that there were no grounds for doing so, and I directed Mr Chang, the director of Chang Holdings Pty Ltd, who appeared before me on that day, to effect service of his material on the respondent, Mr Combis. The respondent was then served with the material, and the application came before me today, Wednesday, 20 May.
- [3] Between the time of the return of the original *ex parte* application and the application today, the applicant company filed a caveat over the Rockhampton Hotel property. The respondent therefore cross applies for the removal of the caveat. The proceeding that led to the order in the Federal Circuit and Family Court of Australia (Division 1)

is that Mr Chang is a party to a matrimonial proceeding in that court. He is the sole director of the applicant company in this proceedings, Chang Holdings Pty Ltd. That company is or was the corporate trustee of a family trust of which company Mr Chang and his wife are the sole shareholders.

- [4] The effect of the orders made in the Federal Circuit and Family Court of Australia (Division 1) was for the real property in Rockhampton to be sold and the proceeds to be held pending final judgment in the Federal Circuit and Family Court. It was in that context that Mr Combis was appointed the statutory trustee and receiver to conduct the sale of the property in Rockhampton.
- [5] On 24 April 2026, Mr Chang filed an application in a proceeding in the Federal Circuit and Family Court of Australia (Division 1) , seeking relief that included that the order of 20 November 2025 be stayed or set aside. That application was followed by Mr Combis' own application of the same date for an order permitting a judicial registrar of the Federal Circuit and Family Court of Australia (Division 1) to execute any documents required by Mr Combis to allow for the disposal of the Rockhampton Hotel to proceed, because Mr Chang had told the court that he "would not be signing anything." Both applications proceeded to be heard by Justice Howard of that court on 28 April 2026. His Honour delivered oral reasons for judgment, dismissing Mr Chang's application, and made the orders sought by Mr Combis.
- [6] There are a number of reasons today for me dismissing Mr Chang's application and making the orders to remove the caveat. The first issue which was raised by Mr Chang was in relation to his concern that the trustee proposes to sell the Rockhampton property for an undervalue. In relation to this issue, Mr Chang contends that the property has a value of more than \$50 million. He claims that his ex-wife's solicitor told her, and she subsequently told him that the reserve price for the sale of the property is \$3.5 million.
- [7] Putting aside for a moment the inadmissible nature of the assertion as to the proposed sale price of the property and further putting aside the lack of any evidence that the property, in fact, has a value of more than \$50 million or indeed any evidence as to the value, a concern about an apprehension that a property might be sold at an undervalue is not a basis to restrain a statutory trustee from carrying out the very job which he was appointed to do.
- [8] The property is listed to go to auction tomorrow, 21 May 2026. The auction is to be conducted by Ray White in conjunction with Lloyds Auctioneers. There is evidence before me that the trustee has been approached by both national and international parties through the selling agent to negotiate for the purchase of the property. The auction process has been advertised locally and internationally, including by online listings and television coverage. There is no evidentiary basis for me to conclude that there is a real or substantial risk that the property is to be sold for less than market value, whatever that may be. Related to the issue of value is Mr Chang's concern that once the property is sold, it will be, to use his words before me today, "gone forever." That may well be so, but that is merely a consequence of a sale. It is not a basis to restrain a trustee from doing exactly that which he was appointed to do.
- [9] The second issue which Mr Chang identifies is also related to the first. He contends that the Judge in the Family Court who appointed Mr Combis could not see or understand the real value of the property. He contends that there was some 10 years

of planning for the construction of what is described as the Rockhampton Tower project and asserts that he had approval for \$300 million worth of funding from the Chinese government to participate in the redevelopment. Again, I put aside the fact that there is no admissible evidence regarding the Chinese government's participation in this property redevelopment in Rockhampton.

- [10] But there is no basis upon which I can conclude that the Judge who heard the matter in the Federal Circuit and Family Court had any lack of appreciation regarding the property in question. Not that I would interpolate it was necessary that he do so, his exercising a power to appoint the statutory trustee was not conditioned upon any understanding as to how much the property was valued at. At best, it seems to me the submission that is being made by Mr Chang is something like that the Judge in another court should have had some better appreciation of the value of the property when deciding to appoint Mr Combis to sell it. Even assuming that to be true, it hardly seems to be a basis to restrain Mr Combis from so selling.
- [11] Thirdly, as I understood Mr Chang's complaint, he was dissatisfied with Mr Combis' level of negotiation with him when he, Mr Chang, tried to facilitate a resolution which would not result in the sale of the property. There is a factual issue about some things which were said between Mr Chang and Mr Combis which is simply not necessary for me to resolve today.
- [12] Late in this proceeding, indeed after the proceeding had been heard in full and I was preparing to give judgment, Mr Chang requested leave to cross-examine Mr Combis, asserting that his credibility was essential to the application, especially his claim that the transfer of the title and the release of the mortgage were lawful. I declined Mr Chang's request to cross-examine Mr Combis.
- [13] Firstly, Mr Combis has not filed any affidavit in this proceeding, such that he is not amenable to cross-examination. Secondly, even if that were not a complete impediment to the request, the matter has been heard and completed, and having regard to the estimate of how long it was to take and the time it has already taken, it would be unproductive to subject any person to cross-examination. Thirdly, it would be unusual in any event to give leave to cross-examine a witness in a proceeding such as this.
- [14] Going back to Mr Chang's complaint about Mr Combis' level of negotiation with him, at the core of that complaint, it seems to be that Mr Chang contends that Mr Combis has expressly said that he, that is, Mr Combis, is now the owner of the Rockhampton property and had caused the Rockhampton property to be transferred into his own name. It is true that Mr Combis has caused the property to be transferred into his name, but solely in his capacity as trustee for sale. That was, of course, appropriate and indeed necessary for him to do to carry out the terms of the order. It was expressly contemplated by the terms of the order of 20 November 2025 that he did so. I can readily accept, as submitted by counsel for Mr Combis, that there is no evidence which would lead me to a conclusion that there has been any self-dealing by the trustee.
- [15] Fourth, Mr Chang complains that Mr Combis released a mortgage over the Rockhampton property without Mr Chang's consent. The evidence suggests that the Rockhampton property, being the Rockhampton Hotel, has not operated for a considerable amount of time. The property has encumbrances registered in the form

of a statutory charge in favour of the Commissioner of State Revenue, which as at November 2025 was a sum of over \$157,000 but is substantially greater now.

- [16] There is a lease in favour of JPC Hotel Australia Pty Limited, which has been in external administration since April 2023, with Michael John Beck the appointed liquidator. The liquidator of JPC Hotel has agreed to surrender the lease to facilitate the sale. At the time of Mr Combis' appointment as statutory trustee, there was also a security registered against the Rockhampton Hotel, being a mortgage in favour of the applicant, Chang Holdings Pty Ltd. The mortgage was secured against the lease. The mortgage was not over the fee simple of the property. Rather, the applicant company's landlord held a mortgage over the leasehold interest. Nevertheless, Mr Chang contended, as best as I could understand it, that some \$14 million was owed to him and his wife under that mortgage.

- [17] In his affidavit in support of his application for an injunction, he identified that under the lease, the lessee was obliged to pay rental income exceeding, by his calculations, \$26 million over the remaining 40 years of the lease, with a further sum payable in respect of turnover rent based upon revenue sales from the hotel. As such, he contended in his affidavit that there had been a total potential rental income on the base rent plus turnover rent estimated at some \$26 million over the next 40 years, which he ultimately calculated would amount to a figure of just less than \$50 million. Additionally, he contends that the lessee currently owes more than \$3 million in unpaid rent and outgoings, including council rates, which the lessee, he submits, was contractually obliged to pay. Mr Chang complains that Mr Combis' release of the mortgage was done without prior notice to him and without any court order authorising such a step.

- [18] Respectfully, Mr Chang is wrong on both accounts. By the order of the Federal Circuit and Family Court of Australia (Division 1), Justice Howard ordered on 28 April 2026 that the registrar of the Federal Circuit and Family Court of Australia (Division 1) was appointed pursuant to s 106A of the *Family Law Act 1975* (Cth) to do everything necessary and sign all necessary documents to give validity and operation to the order, including the order of 20 November 2025. Specifically, the registrar was appointed to execute all documents, including the release of the mortgage form and surrender of the freehold lease and sublease in respect of the Rockhampton property.

- [19] In short, there was a court order permitting the release of the mortgage. Secondly, Mr Chang had notice of it because he appeared on the application before Justice Howard on 28 April 2026. His attendance as a self-represented litigant was recorded on the face of the order itself, so it cannot be concluded that the release of the mortgage was done without any prior notice and without a court order.

- [20] For those reasons, in my view, there is no basis to consider restraining Mr Combis from exercising the very powers as a statutory trustee which he was appointed to carry out. The application for an injunction is refused. In my view, there is no serious question to be tried for the reasons which I have set out above, and secondly, because Mr Chang is unable to demonstrate that the balance of convenience favours the granting of an injunction. Indeed, in my conclusion, the balance of the convenience does not favour the granting of the injunction, because the balance of convenience is in favour of carrying out the orders which have already been made.

- [21] However, I mention some further matters which also persuade me that the injunctive relief should be denied. The first is that Mr Chang, in effect, has run effectively the same application before me as was run before Justice Howard in the Federal Circuit and Family Court on 28 April 2026. His Honour heard and dismissed that application on that date. This application, in my view, constitutes an abuse of process. Mr Chang is attempting to relitigate a dispute which has already been decided. He is, in effect, dissatisfied with the order appointing Mr Combis and is certainly dissatisfied with the prospect that the Rockhampton property will be sold. He has sought to relitigate to his satisfaction before me, having been unsuccessful in doing so before Justice Howard. He will not be permitted to do so.
- [22] Next, both the interlocutory relief and the final relief which Mr Chang seeks would be to frustrate the very order appointing Mr Combis for the very purpose of selling the Rockhampton property.
- [23] I turn to the issue of the final relief which is sought in the originating application. Much of what I have said in dismissing the interlocutory application is equally relevant to the claims for final relief, and I do not propose to repeat all of that. But in turning to the orders sought in the originating application, for completeness, I deal with them in turn.
- [24] Para [1] of the order sought a declaration that the transfer of the title of the Rockhampton property to Mr Combis was voidable and of no effect. For the reasons which I have given, that final relief would fail, because the transfer of the title was a natural incidence of the orders which were made on 20 November 2025 and 28 April 2026.
- [25] As to para [2] of the originating application, it sought a declaration that Mr Combis held the Rockhampton Hotel and any proceeds of sale of it on constructive trust for the applicant. The contended constructive trust argument is not supported by any evidence or indeed even by any submission made by Mr Chang. It is not the subject of any pleading or purported pleading. It is worth observing then in respect of it the claim that the property was held on constructive trust for the applicant when the applicant itself was a trustee of a family trust is somewhat difficult to understand.
- [26] Para [3] of the originating application sought an order for the retransfer of the property back to the applicant, which order would necessarily rely upon the success of paras [1] and [2] of the originating application, neither of which can be sustained. Para [4] of the originating application sought an order that the applicant be granted leave to apply to the Family Court of Australia, to set aside the order made on 20 November 2025. I have no power to grant leave to set aside an order of another court, and that paragraph can be fairly dismissed.
- [27] Para [5] of the originating application is effectively the interlocutory injunction to which I have already dismissed. Para [6] of the originating application is an order that Mr Combis pay damages to the applicant company for loss arising out of Mr Combis' wrongful release of the mortgage over the two registered leases. As I say, Mr Combis did not release the mortgage over the lease interest. The order of 28 April directed the registrar of the Family Court to sign those necessary documents to release the mortgage. But in any event, I can see no basis for the assertion that the release was wrongful as asserted, and there is no basis for final relief in respect of that paragraph.

- [28] Para [7] of the originating application sought an order that Mr Combis account for and pay to the applicant company profits, fees, commissions and other benefits obtained by Mr Combis as a result of what the applicant asserts is Mr Combis' dishonest conduct, including in the release of the mortgage and the sale of the hotel. There is nothing on the face of the material which would give rise to any conclusion in relation to dishonest conduct and certainly nothing at this stage of the proceeding which would suggest that such a claim had any prospect of success whatsoever.
- [29] I should record at this point that as part of his submissions before me this morning, Mr Chang handed up a document which he had described as a draft statement of claim, naming Mr Combis as the first defendant and a solicitor, Mr Hallam, as the second defendant. The document was admitted by me only as part of Mr Chang's submissions, not as any proposed statement of claim in respect of final relief. In handing me the documents, Mr Chang quite frankly advised me that he had had the benefit of AI in the preparation of the documents. In respect of that document, crafted as part of the submissions, but titled as a draft statement of claim, the claim makes some allegations of breaches of fiduciary duty and unlawful conduct on behalf of Mr Combis and a knowing assistance claim in respect of the solicitor.
- [30] Were the matter in fact a pleading, it would be liable to be struck out on any number of bases. I do not propose to set them out in full today, recognising that Mr Chang did not seek to file it as a statement of claim. But in its current form, I would not have allowed it in any event. It does not, as crafted, form any basis for a contention that there is a serious question to be tried which would encourage this court to make declarations in respect of a pleaded claim. The balance of what is contained in the originating application is only in respect of costs or other consequential relief. It follows that both in respect of the interlocutory application and the final relief, the application ought to be dismissed. I will come back to the issue in relation to the caveat in a moment.
- [31] I should make one other reference to the supplementary written submissions which Mr Chang asked for leave to read and file when the matter came back on for judgment at 2.30 this afternoon, and that includes a paragraph that refers to another of the documents which he handed up this morning, which he was also given leave to read and file on the basis that it constituted a submission.
- [32] The document is headered "List of Offences and Wrongs Committed by Nick Combis". This afternoon, Mr Chang submitted that that document set out with legal references specific criminal offences and civil wrongs which it was asserted that Mr Combis had committed. Mr Chang sought to tender that document as an exhibit, not as a submission, based, he says, on evidence otherwise already before the court, and based on an audio recording which is not in evidence and other documents.
- [33] I refuse to mark that document as an exhibit in the proceedings. I said this morning that I would accept it only as a submission that he made regarding his assertions of wrongdoing by Mr Combis. There is no finding of wrongdoing in this court at all, and marking the document as an exhibit will do nothing except risk elevating it above what it actually is, that is, a submission by a self-represented person of an assertion unproved in the court.
- [34] That leaves only the issue in respect of the caveat which Mr Chang lodged yesterday. 19 May 2026. On the available evidence, the caveat has been lodged. But at that

time of commencement of this application, it remained unregistered. Whether it has been registered or not, Mr Combis applies for an order that the caveat be removed. Section 127 of the *Land Title Act 1994* provides this court with power to remove that caveat, and it is appropriate that the caveat be removed.

- [35] The purpose of a caveat is to preserve the status quo while questions of title to land or an interest in land are investigated and to protect the rights of any person having or claiming any interest in land: *Genrich v Maitland Holdings Pty Ltd* [1982] Qd R 58 at 67.
- [36] On an application to remove a caveat, the onus is on the caveator, here the applicant, to satisfy the court firstly that a claim to an interest in land raises a serious question to be tried in this offence in the sense of a sufficient likelihood of success to justify the preservation of the status quo, and secondly, that the balance of convenience favours the retention of the caveat on the title.
- [37] On such an application, a claim for title to or interest in land should not be fully litigated. But the mere fact of making a claim or commencing an action will not support a caveat or prevent a registered proprietor from dealing with the subject of the land. Here, it could only be said at best that Mr Chang has identified an expressed intention to make some sort of claim. But for the reasons I have given, his asserted claim does not raise to the question of a serious question to be tried in the sense of a sufficient likelihood of success to justify the preservation of the status quo.
- [38] Furthermore, the balance of convenience does not favour the retention of the caveat on the title. To the contrary, the orders which have been made in the Federal Circuit and Family Court (Division 1) strongly compel me to the conclusion that the balance of convenience, in fact, favours the removal of the caveat. Accordingly, there will be orders in accordance with the interlocutory application filed by Mr Combis in respect of the removal of the caveat.
- [39] I should add one further matter, and that is that the interlocutory application that Mr Combis seeks includes an order that the applicant be restrained from lodging any further caveat over the property. In my view, it is appropriate to make such an order in the circumstances of this case. The conduct of it has to date demonstrated that Mr Chang will be persistent in his desire to take whatever steps he can to thwart the sale of the property tomorrow or whenever it might ultimately take place. But Mr Chang has not demonstrated that there is any serious question to be tried in respect of his claim and to allow him to lodge further caveats would only serve to disrupt the orderly process of the orders which have already been made to sell the property. In the circumstances, he ought to be so restrained.
- [40] The respondent asks for an order that the applicant pay the respondent's costs of the proceeding to be assessed on the indemnity basis. It is appropriate to make an indemnity costs order in this circumstance. I accept that a purpose of an indemnity costs order is not to punish the unsuccessful applicant, but to fully compensate the respondent. But this was a circumstance in which it was simply unreasonable for the applicant to bring this proceeding.
- [41] I have made an abuse of process finding in this matter. It is plain to me that Mr Chang was simply dissatisfied with the result that he obtained before Justice Howard. As he has already told me, he is dissatisfied with the result that he has obtained before me

today. But the fact remains that Mr Combis has effectively defended this same application twice, and on each occasion, the applicant has been unsuccessful. The proceedings both in respect of the interlocutory relief and the final relief were hopeless.

- [42] Mr Chang made a number of submissions during the course of the hearing today that he had access to independent wealth, including the backing of an independently wealthy family in circumstances where he, on his own submissions, must have had capacity to obtain legal advice but chose not to do it. In fact, he chose to continue to conduct it himself. The leeway which might otherwise be extended to a self-represented litigant has somewhat less weight in the circumstances of this case.
- [43] I should say, after the proceedings were served on Mr Combis late on Monday afternoon, 18 May, and then subsequently solicitors were instructed on 19 May by lunchtime, the solicitors had written to Mr Chang identifying that they proposed to seek an order for indemnity costs against him if he pressed the matter and was unsuccessful. They put him on notice that the application had no merit and amounted to abuse of process. They put him on notice that he was effectively running the same application that he had run before Justice Howard. They further put him on notice that they would be seeking to dismiss his application and for an order that the caveat that he had lodged over the property be removed. So he was well and truly on notice in relation to the hopelessness of his own application and the fact that Mr Combis would seek an indemnity costs order against him.
- [44] In the circumstances, I am satisfied that this is an appropriate case for the exercise of the discretion in respect of an order for indemnity costs. Order as per the draft handed up by Mr Byrnes, initialled by me and placed with the file. Thank you both for your assistance.