

Registration No. 000-25909

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8 Registration under the Securities Act of 1933

AUSTRALIAN FOREST INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Nevada                      4/95 Salmon Street                      86-0931332  
                                    Port Melbourne  
                                    Victoria  
                                    Australia 3207

(State or other jurisdiction      (Address of Principal                      (I.R.S. Employer  
of incorporation or              Executive Offices)                      Identification No.)  
organization)

Consulting  
Shares Issued For Services  
(full title of the plan)

Rubin, Bailin, Ortoli, Mayer & Baker LLP  
405 Park Avenue  
New York, New York 10022  
Attn: William S. Rosenstadt  
(name and address of agent for service)

Copies to:  
Rubin, Bailin, Ortoli, Mayer & Baker LLP  
405 Park Avenue  
New York, New York 10022  
212/935-0900

Approximate date of proposed sale to the public: Upon the effective date of this  
Registration Statement.

CALCULATION OF REGISTRATION FEE

<TABLE>  
<CAPTION>

Title of Securities to be registered	Amount to be registered (3) (4)	Proposed maximum offering price per share (1) (2)	Proposed maximum aggregate offering price	Amount of registration fee (1)
<S> Common Stock, \$.001 par value	<C> 8,000,000	<C> \$1.38	<C> \$11,040,000	<C> \$1299.41

</TABLE>

(1) The fee with respect to these shares has been calculated pursuant to Rules 457(h) and 457(c) under the Securities Act of 1933 and based upon the average of the last price per share of our Common Stock on November 28, 2005 a date within five (5) days prior to the date of filing of this registration statement, as reported by the OTC Electronic Bulletin Board.

(2) Estimated solely for the purpose of calculating the registration fee.

(3) Represents the maximum number of shares that may be issued under the above-named Consulting Agreement.

(4) This Registration Statement shall also cover any additional shares of Common Stock which become issuable pursuant to this Registration Statement by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of the Registrant's outstanding shares of Common Stock.

PART II

Item 3. Incorporation of Documents by Reference.

The following documents are incorporated by reference in this registration statement and made a part hereof:

(a) The Company's Quarterly Report on Form 10-QSB for the quarter ended March 31, 2005, June 30, 2005 and September 30, 2005 and filed pursuant to Section 15(d) of the 1934 Act.

(b) The Company's Annual Report on Form 10-KSB for the year ended December 31, 2004 and filed pursuant to Section 15(d) of the 1934 Act.

(c) All other documents filed by us after the date of this registration statement under Section 13(a), 13(c), 14 and 15(d) of the 1934 Act, after today's date and prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered have been sold or which de-registers all securities then remaining in this registration statement and to be part thereof from the date of filing of such documents.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interest of Named Experts and Counsel.

None

Item 6. Indemnification of Directors and Officers.

Our Certificate of Incorporation and By-laws provide that we shall indemnify to the fullest extent permitted by Nevada law any person whom we may indemnify thereunder, including our directors, officers, employees and agents. Such indemnification (other than as ordered by a court) shall be made by us only upon a determination that indemnification is proper in the circumstances because the individual met the applicable standard of conduct i.e., such person acted in good faith and in a manner he reasonably believed to be in or not opposed to our best interest. Advances for such indemnification may be made pending such determination. Such determination shall be made by a majority vote of a quorum consisting of disinterested directors, or by independent legal counsel or by the stockholders. In addition, our Certificate of Incorporation provides for the elimination, to the extent permitted by Nevada law, of personal liability of our directors and our stockholders for monetary damages for breach of fiduciary duty as directors.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "1933 Act") may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer or controlling person of us in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Item 7. Exemption From Registration Claimed.

Not Applicable.

Item 8. Exhibits.

Number Description

4.1 Agreement between Jeffrey Reade and us dated August 8, 2004.

5.1 Consent and Opinion of Rubin, Bailin, Ortoli, Mayer & Baker LLP.

23.1 Consent of Meyler & Company, LLC.

Item 9. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933.

(b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

(c) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (1)(a) and (1)(b) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by this paragraph is contained in periodic reports filed by us pursuant to Section 13 or Section 15(d) of the 1934 Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the 1933 Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the 1933 Act, each filing of our annual report pursuant to Section 13(a) or Section 15(d) of the 1934 Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the 1934 Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the 1934 Act; and, where interim financial information required to be presented by Item 310(b) of Regulation S-B is not set forth in the prospectus, to deliver, or cause to be delivered, to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(6) To deliver or cause to be delivered with the prospectus to each employee to whom the prospectus is sent or given, a copy of our annual report to stockholders for its last fiscal year, unless such employee otherwise has received a copy of such report, in which case the registration shall state in the prospectus that it will promptly furnish, without charge, a copy of such report on written request of the employee. If our last fiscal year has ended within 120 days prior to the use of the prospectus, our annual report for the preceding fiscal year may be delivered, but within such 120-day period the annual report for the last fiscal year will be furnished to each employee.

(7) To transmit or cause to be transmitted to all employees participating in the plans who do not otherwise receive such material as our stockholders, at the time and in the manner such material is sent to its stockholders, copies of all reports, proxy statements and other communications distributed to its stockholders generally.

#### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, we certify that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Port Melbourne, Australia, United Kingdom, on November 28, 2005.

AUSTRALIAN FOREST INDUSTRIES, INC.

By: /s/ Michael Timms

-----  
Michael Timms  
Chief Executive Officer,  
President and Chairman

By: /s/ Colin Baird

-----  
Chief Financial Officer, Director

By: /s/ Roger Timms  
-----  
Executive Vice-President,  
Director

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and effective this 8th day of August 2004, by and between Jeffrey Revell-Read ("Consultant") and Multi-Tech International, Corp., a Nevada corporation ("Company")

WHEREAS, Company desires to engage Consultant to perform certain services for the Company, pursuant to the terms and conditions stated in this Agreement, and

WHEREAS, Consultant desires to perform certain services for Company, pursuant to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. Services to be Performed. Company desires that Consultant perform, and Consultant agrees to perform the following services for the Company in the indicated capacities:

o Actively attempt to locate a suitable merger candidate as well as analyze and perform proper due diligence functions through consummation of such transaction. In the event that Company identifies such a candidate, Consultant shall assist Company in the foregoing functions, at no additional expense to the Company, in order to consummate such merger. Consultant shall spend no less than 10 hours per month performing the duties enumerated herein.

2. Consultant's Performance. All work done by Consultant shall be of the highest professional standard and shall be performed to Company's reasonable satisfaction.

3. Status. Consultant's status under this Agreement shall be that of an independent consultant, and not that of an agent or employee. Consultant warrants and represents that he has complied with all federal, state and local laws regarding business permits and licenses that may be required for him to perform the work as set forth in this Agreement.

4. Terms of Compensation. In the event Consultant successfully performs all services found in Section 1 of this Agreement, Company shall compensate Consultant by issuing him Seventeen Million (17,000,000) shares of common stock ("Shares"). Within 30 days after the completion of such a merger, the Company shall file a registration statement on Form S-8 and the Consultant shall have the right to register Eight Million (8,000,000) of the Shares pursuant to that registration statement.

5. Reimbursement of Expenses. Company shall reimburse Consultant for reasonable monthly expenses provided the expenses are documented in writing by Consultant to the satisfaction of the Company.

6. Termination. This Agreement may be terminated at anytime by Consultant during the term hereof with 90 days written notice. Further, this Agreement may be terminated by the Company for Cause (as that term is defined below) with 90 days written notice. In the event Company dismisses Consultant for Cause then Company's obligations to Consultant shall be limited to the compensation earned up to the date of Consultant's termination for Cause.

(a) Definition of Cause. "Cause" shall mean:

- (i) any action by Consultant which constitutes dishonesty relating to Company, a willful violation of law (other than traffic offenses and similar minor offenses) or a fraud against Company;
- (ii) Consultant is charged by indictment for, is convicted of or pleads guilty to a felony or other crime;
- (iii) misappropriation of Company's funds or assets by Consultant for his personal gain;
- (iv) willful misconduct by Consultant relating to Company, including, without limitation, willful failure to perform stated duties or to follow legitimate directions of his superiors;
- (v) the continual or frequent possession by Consultant of an illegal substance or abuse by Consultant of a controlled substance or alcohol resulting in a pattern of behavior disruptive to the business operations of Company;
- (vi) failure by Consultant to perform Consultant's duties and responsibilities to Company in a competent manner;

(vii) any material violation by Consultant of any covenant contained in this Agreement, including covenants related to confidentiality; and

(viii) any other willful misconduct which materially injures Company.

Subject to this Section 6, in the event that the Company terminates this Agreement for any reason other than "For Cause", Consultant shall receive all benefits pursuant to Section 4 of this Agreement as if Consultant satisfactorily performed all required duties during the Term of this Agreement.

7. Federal, State and Local Payroll Taxes. Company will not withhold or pay on behalf of Consultant or any of its employees: (a) federal, state or local income taxes; or (b) any other payroll tax of any kind. In accordance with the terms of this Agreement and the understanding of the parties herein, Consultant shall not be treated as an employee with respect to the services performed hereunder for federal, state or local tax purposes.

8. Fringe Benefits. Because Consultant is engaged in its own independent consulting business, it is not eligible for, nor entitled to, and shall not participate in, any of Company's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefits plans is limited solely to Company's employees.

9. Notice to Consultant Regarding Tax Liability. Consultant understands that he is responsible to pay his income tax in accordance with federal, state and local law. Consultant further understands that he is liable for Social Security, ("FICA") tax, to be paid in accordance with all applicable laws.

10. Term. This Agreement's term shall begin on the date hereof and shall remain in force until August 8, 2006. Unless both parties mutually agree to terminate this Agreement.

11. Confidentiality. During the term of this Agreement, and thereafter in perpetuity, Consultant shall not, without the prior written consent of Company, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Company's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that: (a) is disclosed by Company without restriction; (b) becomes publicly available through no act of Consultant; or (c) is rightfully received by Consultant.

12. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

13. Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

14. Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

15. Notice. Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Consultant:

Jeffrey Revell-Reade

It to Company:

Multi-Tech International Corporation, Inc.  
c/o Rubin, Bailin, Ortoli LLP  
405 Park Avenue  
New York, N.Y. 10022  
Attn: William S. Rosenstadt

Such Notice shall be deemed given when actually delivered.

16. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

17. Restrictions on Assignment. Consultant may not assign or otherwise transfer his rights or delegate its obligations created hereunder to any third party without the prior written consent of the Company. Notwithstanding the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of this the 8th day of August, 2004.

Multi-Tech International Corporation, Inc.

By: /s/ David F. Hostelley

-----  
Name: David F. Hostelley

Title: President

/s/ Jeffrey Revell-Reade

-----  
Jeffrey Revell-Reade

Rubin, Bailin, Ortoli, Mayer & Baker LLP  
405 Park Avenue  
New York, New York 10022  
212/935-0900 (phone)  
212/826-9307 (fax)

November 28, 2005

Combined Opinion and Consent  
4/95 Salmon Street  
Port Melbourne  
Victoria  
Australia 3207

Re: Australian Forest Industries, Inc.

Gentlemen:

We have acted as counsel to Australian Forest Industries, Inc., a Nevada corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 as amended (the "Act") of the Company's Registration Statement on Form S-8, filed contemporaneously with the Commission relating to the registration under the Act of 8,000,000 shares (the "Shares") of the Company's Common Stock, \$0.001 par value (the "Common Stock").

In rendering this opinion, we have reviewed the Registration Statement on Form S-8, as well as a copy of the Certificate of Incorporation of the Company, as amended, and the By-Laws of the Company. We have also reviewed such statutes and judicial precedents as we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity with the original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such copies.

Based on the foregoing and in reliance thereon, and subject to the qualifications and limitations set forth herein, we are of the opinion that:

- (1) The Company has been duly incorporated and is a validly existing corporation under the laws of the State of Nevada;
- (2) The Shares, when issued in connection with the agreements (copies annexed to the Registration Statement), will be legally issued, fully paid and non-assessable.

This opinion is limited to the General Corporation Law and the Constitution of the State of Nevada and we express no opinion with respect to the laws of any other jurisdiction. We consent to your filing this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement on Form S-8. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent.

Very truly yours,

RUBIN, BAILIN, ORTOLI, MAYER & BAKER LLP

/s/ RUBIN, BAILIN, ORTOLI, MAYER & BAKER LLP



Exhibit 23.1

CONSENT OF INDEPENDENT AUDITORS

To the Board of Directors and Stockholders  
of Australian Forest Industries, Inc.

We hereby consent to the incorporation by reference, in this Registration Statement on Form S-8 of Australian Forest Industries, Inc. of our report dated May 1, 2005 relating to the financial statements of Australian Forest Industries, Inc. appearing in the Annual Report on Form 10-KSB of Australian Forest Industries, Inc. for the year ended December 31, 2004.

/s/ Meyler & Company LLC

-----  
Meyler & Company LLC  
Certified Public Accountants

Middletown, New Jersey  
November 25, 2005