Glenn Thompson. 14 Coutts Street Bulimba QLD 4171
Mobile 040 886 7885 Email glennt@cvcoupling.com

5th August 2015

The Honourable Chief Justice Warren AC
Supreme Court of Victoria.

Your Honour.

Overt Criminality of Justice Robert Osborn and Major General Justice Greg Garde

The first purpose of this letter, sent to you and to each Victorian Judge and Associate Justice by registered mail, is to publicly demonstrate that evidence of the criminality of Justice Robert Osborn, Major General Justice Greg Garde, Jim Delany SC & others has been put before each Victorian Supreme Court Judge and Associate Justice.

The second purpose is to publicly determine if any Victorian Judge or Associate Justice at all has the courage and integrity to stand against the overt and flagrant and apparently systemic corruption of and in the court evinced below.

For those purposes, the fact of this letter, it's subject and distribution will be widely publicised, including by letterbox leaflet distributed in Victoria and by social media. The mailing receipts to each judge will be posted on the web and supporting documents are linked from the web copy of this letter at http://courtsontrial.com

Overt, flagrant and malicious fraud by Statutory Authority and by the Supreme Court of Victoria.

On 29th November 2006, in proceeding 6321/2005, Justice Robert Osborn published purported Reasons for Judgment which were contrived by him **in conspiracy with** the then Major General Greg Garde QC to flagrantly and overtly deceive the people of Victoria by denying and concealing the fraud and conspiracy by statutory authority the **public face** of which was accurately described in the House of Assembly of the Victorian Parliament by Max McDonald MLA and which fraud, for mercenary purpose, the now Major General Justice Greg Garde was complicit and malicious party to.

In essential detail the **public face** of the heinous and manifest fraud accurately described by Max McDonald was:

- In 1984 the timeshare company Woodleigh Heights Resort Developments P/L ("WHRD") defaulted on contracts of sale to purchase my land within cluster subdivision registered number CS1134.
- WHRD then threatened that if I attempted to sell my land to anyone other than WHRD then water and building permits would be denied to my land and my land would be rendered worthless.
- The predecessors to Macedon Ranges Shire Council and Coliban Water then conspired with one another to give effect to that threat by fraudulently representing;
    - that pursuant to a private Water Supply Agreement between WHRD and the Water Authority WHRD controlled the water supply and reticulation system within CS1134
    - that I/my land could not have access to water or building permits dependent on that water supply except with the agreement of WHRD;

For the purpose of concealing that fraud and Garde's criminal malicious and mercenary complicity in that fraud, at paragraph 18 of his Reasons, **in overt conspiracy with Garde**, under the heading "Factual Background", Osborn fraudulently and maliciously and criminally corruptly said;

18 Following such purchase a dispute arose as to the withholding of reticulated water supply from the plaintiffs' land, by the subdivider. Such water was supplied by the Water Board to this subdivision in 1982.

Osborn's paragraph 18 contains the incredible and preposterous, obviously impossible at law, offensive to reason and morality, representations that I ("the plaintiff") purchased land within a subdivision which was supplied with water by a statutory authority and that that water, supplied by statutory authority, to the subdivision, was

withheld from my freehold, fee simple, Torrens Title, land by "the subdivider" who, like anyone else, was a private entity who manifestly was not and could not be lawfully possessed of control of, and could not purport to withhold, any essential services provided by statutory authority to the subdivision or to me or to my land or at all.

The mere fact of the overtly contrived composition of that paragraph is testament to what can only be systemic corruption in the court. Osborn would not contemplate publishing such overtly contrived fabrication unless assured of the now repeatedly demonstrated corrupt and overt protection by five court of Appeal Judges and three consecutive Attorneys General. The fact of that corrupt protection provides my motivation for this letter.

If, after this letter, Osborn and Garde remain overtly and silently protected then I and the Victorian people will be entitled to conclude universal corruption of and in the court and that Judges and barristers may and do commit fraud with surety of impunity.

At the time of maliciously formulating and writing and publishing that purposefully and overtly contrived paragraph Osborn was absolutely aware that everything said and implied by him in that paragraph was overtly false; as demonstrated and detailed further below, Osborn was aware:

- of the accuracy of the description by Max McDonald of the **public face** of the fraud and conspiracy.
- that I had purchased my land within cluster subdivision CS1134 in November 1979
- that "the subdivider" referred to by him, was not incorporated until March 1981
- that "the subdivider" referred to by him did not exist prior to incorporation in March 1981 and manifestly was not, and never was, and could not be construed to be, "the subdivider" of Cluster Subdivision CS1134 which was registered by the Registrar of Titles on 9th August 1979
- that "the subdivider" referred to was merely my new neighbour, a Johnny-come-lately owner of some allotments.
- that "the subdivider" referred to could not and did not purport to withhold supply of water.
- That the Water Board did **NOT** supply water "to this subdivision" at all.
- That there never was a dispute in respect of any aspect of the water supply referred to by Osborn.
- That there was no possible grounds for dispute in respect of the water supply referred to by Osborn.
- Of Garde's mercenary, malicious and corrupt complicity in the fraud described by Max McDonald.
- **Importantly,** Osborn was aware that CS1134 was substantially outside the Gazetted Waterworks District of the Water Authority and could not be lawfully supplied with water from the Water Authority except with the consent of the Governor in Council, and that consent was neither sought not obtained.

"The subdivider" referred to by Osborn was WHRD who was referred to by Max McDonald.

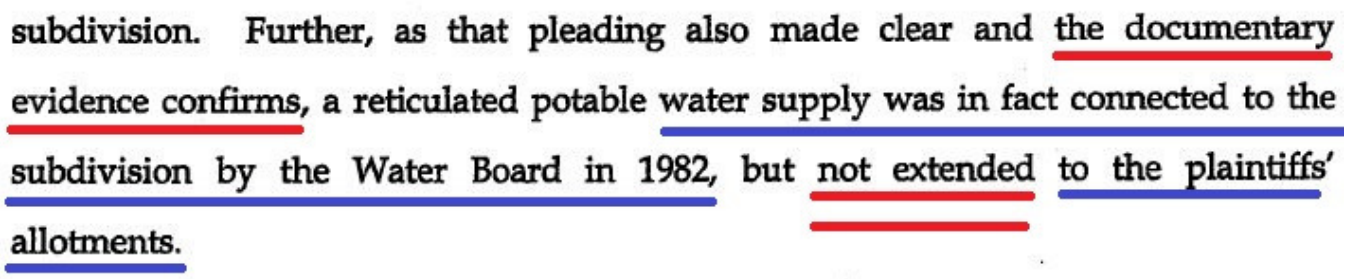
Osborn was also aware;

- That in the face of the fact that Governor in Council consent was neither sought nor obtained the 1982 water supply was provided in purported pursuance of a Water Supply Agreement between WHRD and the Water Authority.
- That to the specific exclusion of "this subdivision" the water was exclusively provided to WHRD who was defined as "the consumer" in the agreement.
- That the recitals in the agreement fraudulently represented that WHRD was "***owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134"***
- That at the time of entering the agreement WHRD and the Water Authority knew well that WHRD was not and never was either "***owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134"***
- That the effect of the fraud described by Max McDonald was to make those fraudulently false recitals true in time, as and when WHRD acquired my land as a consequence of the intended, foreseeable and

known effect of the fraud which was, exactly as threatened by WHRD; to render my land useless and worthless to anyone other than WHRD.

Osborn's manifestly false and purposefully contrived representations that WHRD was "the subdivider" and that the water "was supplied .. ... to this subdivision" provided superficial verisimilitude to Osborn's flagrantly false fabrication that WHRD, as subdivider, could and had withheld water supply from my land and was superficially entitled to.

For the purpose of fraudulently providing further verisimilitude to his paragraph 18 and his various other preposterous and flagrantly false representations Osborn made many further carefully contrived overt fabrications in the balance of his Reasons, for immediate example, at his paragraph 147 Osborn said;


subdivision. Further, as that pleading also made clear and the documentary evidence confirms, a reticulated potable water supply was in fact connected to the subdivision by the Water Board in 1982, but not extended to the plaintiffs' allotments.

That paragraph overtly contains the patently deceitful and purposeful fraudulent misrepresentation that the 1982 water supply was not available to my land because of the simple and benign reason that the reticulation system was simply and benignly not extended, by "the subdivider" to my land.

At the time of writing his paragraph 147 the additional fact known to Osborn was that the primary reticulation pipe ran the entire length of the subdivision from the front gate to the high level storage tanks at the rear of the subdivision and including along the length of the front boundary of six of my allotments.

Osborn was also well aware that the subdivision was a cluster subdivision and that the reticulation system was entirely within the common property and was the property of the body corporate and all lot holders, including myself, had absolute and equal right of access to that common property.

Osborn was further well aware that neither the pleading referred to by him or any documentary evidence at all confirmed or implied or remotely intimated his purposeful and overtly contrived fraudulent fabrication that the 1982 reticulation system did not extend to my lots.

The fact also known to Osborn was that the Water Supply Agreement specified that the high level storage tanks on the far rear corner of the subdivision be utilized and the 1982 reticulation system necessarily extended to those tanks.

This further very careful and purposeful overt and utter fabrication by Osborn at his paragraph 147 was contrived by him to deceive the people of Victoria by:

- Concealing the fact that the 1982 water supply was not lawfully supplied and therefore could not be withheld in that one cannot withhold that which one cannot lawfully provide
- providing benign reason for his conflicting representations that "water was supplied .... to this subdivision" and concurrently withheld by "the subdivider" from my land within the subdivision .
- Overtly denying and concealing the facts of the fraud which Garde was malicious and mercenary party to.

Osborn did not and could not conclude his paragraph 18 or any part of the balance of his Reasons from any law or any documentary evidence or any logic or musing or any submissions made to him in the proceeding.

As I will demonstrate below, the dirty little malicious and monstrously corrupt and inhuman criminal fraudster, Justice Robert Osborn, sat in his office and concocted whatever was necessary to the fraudulent scheme and purpose of his purported Reasons and his paragraph 18 and the balance of his Reasons were purposefully manufactured, concocted and fabricated **in conspiracy with and in communication with** Garde.

Osborn's Reasons overtly and fraudulently deny and conceal the fraud described by Max McDonald and by concealing and denying that overt fraud Osborn did conceal and deny Garde's complicity.

The scheme of the fraud by the Council & Water Authority and Osborn's scheme to conceal the fraud were identical:

- **Firstly; fraudulently represent that a manifestly unlawful and not essential water supply was the legitimate and essential water supply.**
- **Secondly; fraudulently represent that that essential water supply was not available to my land.**

Osborn's purported Reasons were overtly contrived to make the consequences of the overt and flagrant fraud of the Council and Water Authority appear to be the consequences of legitimate and benign matters facts and things. Damn contemptible overt and malicious fraudster masquerading as a judge!

As demonstrated below the underlying concept of Osborn's fraud was purposefully communicated to Osborn by Garde after they met or otherwise communicated with each other during an adjournment of the hearing before Osborn on 1st November 2006.

That underlying concept was previously communicated to Garde by the solicitor, Ian Lonie who used the self same underlying concept to conceal the fraud and deceive the Minister for Water in 1986.

That underlying concept was then communicated to Garde and used when Lonie and Garde conspired with one another to overtly deceive the Administrative Appeals Tribunal in 1988 and deny and conceal the fraud.

Notably:- Osborn's overtly and flagrantly fabricated Reasons and Garde's serial overt corrupt conduct could only be contemplated by them if they were assured of the now abundantly demonstrated corruptly complicit overt or silent protection by sequential judges including Justices Neave & Mandie and Redlich and Beach, and three sequential Attorneys General and the demonstrated and continuing complicit silence and inaction of the Chief Justice herself.

On the face of it the assured bidirectional, often feigned, public display of the lickspittle sycophantic deference of the denizens of the court to one another provides judges and barristers of the ilk of Osborn and Garde and Delany, who have a criminal predilection with an unspoken surety, that the lickspittle sycophantic culture will protect them in order to maintain the deceptive public facade and dependent public confidence, which provides the court with its sole source of legitimacy and provides many of the denizens with social acclaim and reverence instead of the scorn and contempt they richly deserve.

The court will pervert the course of justice to the extent necessary to provide the appearance of justice.

The denizens of the court who overtly or silently protect rampant criminals of the ilk of Garde and Osborn and Delany are indistinguishable from the priests and bishops who protected the rampant paedophile priests.

The 1986 conspiracy by solicitor Ian Lonie and the Water Authority to deceive the Minister for water.

The overtly false and palpably untenable fabrications in Osborn's paragraph 18 are substantially identical to the fraudulent fabrications and representations which were purposefully used in 1986, by the solicitor Ian Lonie, in conspiracy with his client, the Water Authority, to purposefully and successfully deceive the then Minister for Water Resources and thereby maliciously deny and conceal and knowingly perpetuate the fraud described by Max McDonald.

Lonie was retained by the Water Authority to respond to the Minister after the fraud was raised in Parliament.

The fraudulent representations to the Minister, by Ian Lonie in conspiracy with the Water Authority were done in two parts, the first by Lonie and the second by the Water Authority.

- Lonie fraudulently represented to the Minister;
    - that the Water Authority had complied with the terms of the Water Supply Agreement; and;
    - That **connection** of water supply to my land was a matter between me and WHRD.
- The Water Authority provided verisimilitude to Lonie's otherwise preposterous and untenable overt misrepresentations by separately fraudulently representing to the Minister that WHRD was "the developer"

Lonie's representation that the Water Authority had complied with the agreement includes a fraudulent representation that the agreement was lawful and capable of being lawfully complied with.

At the times of making those representations Lonie and the Water Authority were each well aware of the substantive things set out above and which Osborn was aware of.

The implications of the overtly fraudulent representations that WHRD was "the developer" were that WHRD, as developer, had legitimately entered into agreement with the water Authority to provide water to the subdivision which it was developing or had developed and that the "**connection**", as distinct from supply, of water to my land within that subdivision was the responsibility of "the developer", WHRD.

Lonie's fraudulent misrepresentations could not stand on the truths known to him and which were that WHRD was a Johnny-come-lately, owner of a few blocks of land and of identical standing and status as me.

Lonie's fraudulent misrepresentations could only stand by virtue of the verisimilitude provided by the separate and supporting overtly fraudulent misrepresentations of the Water Authority.

Lonie's and the Water Authority's fraudulent representations were made in direct response to inquiry of the Minister in respect of the fraud and conspiracy the public face of which was described by Max McDonald and Lonie and the Water Authority were well aware that the effect of their fraudulent representations was to conceal and deny the fact of that fraud.

The Minister accepted the various overtly fraudulent representations of Lonie and the Water Authority and the status quo continued and the fraud was perpetuated.

At that time I was unaware of the separate and supporting fraudulent representations of the Water Authority to the Minister and I was perplexed that the Minister seemed unable to understand that what I knew to be my Johnny-come-lately, new neighbour, WHRD, could not control water supply and the common property reticulation system.

The 1988 conspiracy between Garde and Lonie and their respective clients to deceive the then AAT.

Osborn's malicious fabrications are also substantially identical to the fraudulent misrepresentations which were used in 1988 by the then Lieutenant Colonel Greg Garde and Ian Lonie when they conspired with one another and their respective clients, WHRD and the Council & Water Authority, to pervert the course of justice and deceive the then Administrative Appeals Tribunal and thereby maliciously deny and conceal and perpetuate the fraud described by Max McDonald.

In 1988, Garde and Lonie deceived the Administrative Appeals Tribunal in essentially the Identical two parts as had been used to deceived the Minister.

At that time Garde was retained by WHRD who was appealing against the refusal of the Council to issue building permits in respect of land which WHRD wished to sell for ordinary residential use.

The fraudulent representations to the Tribunal were;

- By written submission Garde fraudulently represented that his client, WHRD, had **enforceable legal agreement with the Water Authority** for the provision of water **to the estate**

- By his written submission on behalf of the Council and Water Authority, Ian Lonie provided verisimilitude to Garde's otherwise preposterous and untenable fraudulent misrepresentations by fraudulently representing that WHRD had been developer since 1976 and for that fraudulent purpose Lonie exhibited a schedule of planning permits dated 21/7/76, 17/1/78, 15/11/78 and 21/11/80 and he fraudulently represented that WHRD was the developer of each.

Garde's and Lonie's misrepresentations were in reply and response to my written submission wherein, with ineluctable reasons, I submitted that the Water Supply Agreement was unlawful and that in purported pursuance of the agreement WHRD had usurped control of the common property reticulation system.

The purpose of my submission was to have the Water Supply Agreement declared unlawful and to force return to the position when I purchased my land and prior to the Agreement or to have the Agreement transferred to the body corporate.

Garde's fraudulent misrepresentation was for the purpose of deceiving the Tribunal into a belief that purchasers of the allotments the subject of the appeal would be entitled to the water which Garde purposefully and fraudulently said was provided "to the estate".

On the facts known to Garde and Lonie their cooperative fraudulent misrepresentations were an incipient fraud against potential purchasers of the subject allotments who would find themselves in identical position as Garde and Lonie knew me to be.

Present at that hearing were the Chairman of WHRD, Brian Noel Murphy, The Shire Engineer and Council CEO, Graeme Wilson and the Joint Secretary of the Council and Water Authority, David Parkinson. As and when Garde and Lonie made their false submissions each of those persons was absolutely aware that Garde and Lonie were making overtly false representations to and were deceiving the tribunal.

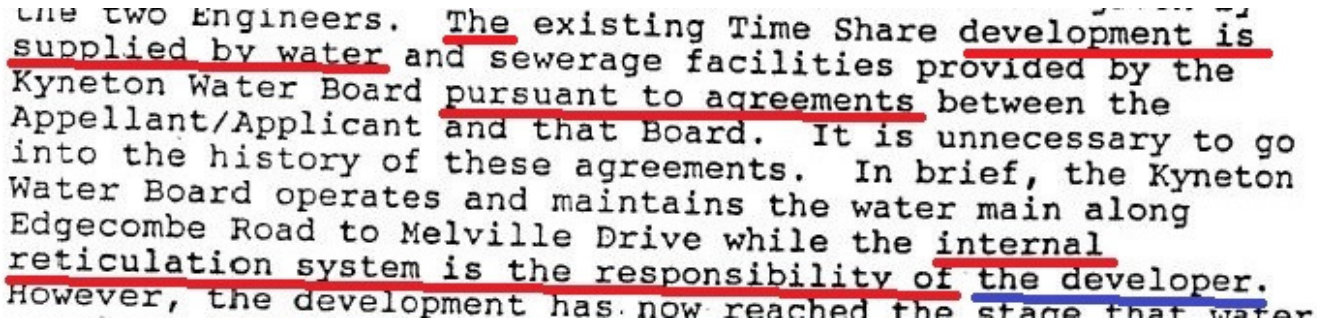
Absolutely relying on the overtly false representations of Garde and Lonie which were deceitfully made under colour of office of barrister and solicitor the Administrative Appeals Tribunal disregarded my unassailable submissions and said;

This matter has the following relevant history.

1 Woodleigh Heights Resort Developments Pty Ltd is a company which at all material time has been engaged in the provision of Time Share accommodation.

2 By a series of subdivisions and resubdivisions, the first taking place in 1976 and the final one taking place pursuant to a permit granted on 21 November, 1980, Woodleigh Heights Resort Developments Pty Ltd subdivided fifty hectares of land into 134 cluster allotments having an average lot size of 0.27 hectare.

And in respect of water supply the Tribunal said;



the two Engineers. The existing Time Share development is supplied by water and sewerage facilities provided by the Kyneton Water Board pursuant to agreements between the Appellant/Applicant and that Board. It is unnecessary to go into the history of these agreements. In brief, the Kyneton Water Board operates and maintains the water main along Edgecombe Road to Melville Drive while the internal reticulation system is the responsibility of the developer. However, the development has now reached the stage that water

At the time of making their respective fraudulent misrepresentations Garde and Lonie and Garde's instructing solicitor, John Norman Price were intimately aware of the fact of and the facts of the fraud described by Max McDonald and they were each aware of the substantive facts set out above and which Osborn was aware of.

Incredibly; because of the overtly false and fraudulent representations of Garde and Lonie the Tribunal directed that building permits be issued in respect of allotments which Garde and Lonie knew did not have access to a lawful water supply or any water supply.

Notably; Lonie could have won on the day by exposing the fact known to him that the water supply and the water supply agreement were unlawful but he did not.

At the time of the hearing the Tribunal;

- Was aware that the recitals of the Water Supply Agreement represented that WHRD was "***owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134"***
- Was aware that at the time of the hearing WHRD was merely owner of some allotments and was **NOT** "*owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134"*
- Was **NOT AWARE** that WHRD had **NEVER BEEN** "*owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134"*

Lonie's fraudulent misrepresentation that WHRD had been developer since 1976 provided the implied representation that at those times and at the time of entering into the Water Supply Agreement WHRD was "***owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134"***

At the time of preparing their fraudulent scam case in 1988 Garde and his instructing solicitor, John Norman Price, were absolutely aware that WHRD was NOT and never had been "***owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134"*** and they knew that there were no possible grounds that a mere owner of some allotments could or would be responsible for the water supply and reticulation system and no possible grounds for a belief that the water supply agreement was lawful and enforceable or was an agreement for provision of water **to the estate**.

It can only be that Garde and Price and Lonie were aware that Lonie's carefully contrived fraudulent representation that WHRD was developer since 1976 would or could deceive the Tribunal into a belief that the recitals were true when the agreement was entered into and could or would induce the Tribunal to accept Garde's otherwise preposterous representations as to the original and continuing status of the water supply agreement.

Garde could only have prepared his otherwise preposterous submissions in knowledge that Lonie would fraudulently provide the necessary verisimilitude.

Garde's representations included the representation that the Water Supply Agreement was for the provision of water to "the estate".

That representation was in conflict with the express terms of the Agreement which defined WHRD as the consumer and WHRD was said to be "***owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134".*** To the exclusion of "the estate" the agreement was for the provision of water to WHRD for use in or on land owned or occupied by it.

It is not possible to construe the agreement as represented by Garde and if the agreement was for supply of water to the estate then my land which was part of the estate would have had water and Garde knew that my land did not have water.

Incredibly, Garde's instructing solicitor, John Norman Price of Gair and Brahe, was also solicitor for my mortgagee, Mercantile Credits Limited ("MCL"). MCL was my mortgagee prior to the inception of the fraud and Price was solicitor acting in my default with MCL and I had met with Price and MCL and discussed detail of the fraud as then understood by me.

Price and MCL were intimately aware of the fact of and the effect of fraud described by Max McDonald and they were aware that that fraud had prevent me from dealing with my land and had caused my default with MCL.

Also, incredibly, while fixed with knowledge of my intention to make submissions impugning the Water Supply Agreement to the Tribunal and without any reasonable purpose Price suddenly acted on purported behalf of MCL and obtained Supreme Court Orders for MCL to take possession of my unoccupied, useless and unsaleable land and then at the Tribunal hearing, under instruction from Price, Garde represented me to be a former owner of no standing and in his written submission said my land was under the control of the mortgagee.

The greatest benefit of Price taking possession at that time appears to have accrued to WHRD when Garde represented that I was a former owner of no standing and the Tribunal disregarded my submissions.

Then 18 months after the Tribunal hearing and without intervening attempt and without advertising it for sale and without attempt to maximise offers Price sold my land to a company controlled by the children of an initial director of WHRD at a price which represented that it was useless land with no water or building permits available. The fraud was complete or consummated at that time. Those children then sold at least some of my land at handsome and immediate profit to the successor timeshare company of WHRD, which their father, Kenneth Raymond Buchanan, an ex director of WHRD, was Chairman of.

On the face of it Price sold my land in that manner and in those circumstances because he knew damn well that the continuing Water Supply Agreement did not provide water **to the estate** which included my land

Significantly at that hearing, Lonie's written submission included a transcript of a response to the Council by the Water Authority wherein the Water Authority stated the self evident fact that the supply pursuant to the water agreement was not a guaranteed residential water supply; Lonie and the Water Authority said;

You are referred to Clauses 3a) and 3b) of the Water Agreement with Woodleigh Heights Resort Developments Pty. Ltd., which state :-

"3. (a) Nothing in this Agreement shall be deemed to impose on the Trust any obligation to supply to the Consumer water at or in any specific quantity or of any specific pressure or at all and this paragraph shall apply whether or not the Trust knows the purpose for which the Consumer uses or intends to use the water supplied.

3. (b) The Trust shall give such supply of water according as conditions and circumstances shall enable it from time to time conveniently so to do and shall not be bound to supply any specific quantity of water or to make supply during specific hours on any day and be liable to any penalty or damages for not supplying water at all or for supplying a deficient quantity thereof."

The Board seeks that you take great care in the issuing of building permits for these lots as water supply is not guaranteed as is the case for residential development within the Kyneton Urban Water District."

This statement by the Water Authority is a statement that the water supply provided outside the urban district was a water supply which the Water Authority was not bound to supply and which might not be supplied at all and was not a guaranteed urban type residential water supply capable of being a sole source of water or a precondition of the issue of building permits in rural areas.

The provisions of clauses 3(a) and (b) of the Agreement were also an unavoidable function of paragraph 3 of s.186 of the then Water Act 1958.

In the face of the agreement and the law; for the purpose of the fraud, the Council and the Water Authority had fraudulently represented that that water supply alone was the sole water supply which was a precondition to the issue of residential building permits to my land.

It appears that the Tribunal did not appreciate the import of that submission or the relevant law.

The simple fact is that in the area where CS1134 was situated, outside the Gazetted Urban District, even if lawfully provided, the water from the Water Authority did not and could not constitute a residential water supply and the Tribunal should have refused the application of WHRD.

PTO.

My discovery of the foundation of the fraud by the Council and Water Authority.

Incredibly, because I sat myself down at the bar table at the Tribunal hearing Garde and Lonie were obliged to and did provide me with the hard copies of their respective submissions and I learned things which would otherwise have remained fraudulently concealed from me.

Critically, in his submission, under the heading "Planning Controls" Lonie said that a **condition** of development of CS1134 was that water was to be provided by a large onsite dam and internal reticulation. Lonie said;

> Subsequently, there was an application for the cluster subdivision of the land into 45 allotments (of 2 acres each) having an overall lot density of 1 allotment per 3 acres. One of the conditions of that development required water to be provided by a large on-site dam and internal reticulation.

When I read this I knew what I was looking for; the original planning application documents and the permit documents must set this out.

When I purchased my land 18 months before the existence of WHRD and two years prior to the Water Supply Agreement the lake or large onsite dam referred to by Lonie was present and so were two very large high level roofed concrete water tanks.

At that time I knew that the lake and the water tanks were for a private reticulated water supply but I did not and had no need to inquire of its status at law.

Prior to Lonie setting out that that water supply was a condition of subdivision, obviously for the purpose of the fraud, the Council and Water Authority represented that that original water supply was merely private and of no standing however Lonie's submission contradicted those representations and expressly set out that that water was an approved water supply which was a condition of subdivision.

It became apparent that the Council and Water Authority's representations denying the legitimacy of the original water supply were yet more of the endless fraudulent representations necessary to the fraud.

I requested access to the files of the council in relation to CS1134 and was repeatedly refused access.

After the 1995, Geoff Kennett amalgamation of Councils the Council CEO, Graeme Wilson and David Parkinson the joint Secretary to both, the Council and Water Authority got the boot.

Once I learned that they had gone I asked if I could view the Council's file for CS1134 and approval was granted.

On viewing the file the truth of Lonie's representation was immediately apparent and unequivocal and additionally I learned that the private supply from the 6 acre lake was for bathroom and garden water and roof rainwater tanks of 8,000 gallon (30,000 litres) capacity for kitchen water were a condition of construction of dwellings.

My 2005 proceeding against the Council and Water Authority.

In 1995, I issued proceedings against the Council and Water Authority. That proceeding alleged that the private reticulated water supply was present when I purchased my land and that the representations of the Council and Water Authority to the effect that I/my land did not have and was not entitled to a reticulated water supply were fraudulent representations.

For the purpose of his fraud, Osborn overtly misrepresented the gravamen of that 1995 proceeding, I will refer further to that 1995 proceeding in context of Osborn's fraud.

In 2000 I discovered that the Council had sealed the plans of cluster subdivision for CS1134 in knowledge that the private reticulated water supply consisting of the lake etc had not been completed as required by the planning permit in that the reticulation system had not been completed in 1979 as required by law when the Registrar of Titles approved the plans but was instead laid in 1982 to facilitate reticulation at that time.

That discovery explained the fundamental basis of the fraud described by Max McDonald and that fundamental basis was that the Water Authority represented that WHRD had constructed the reticulation system and I was not entitled to access to it without the consent of WHRD.

In 2005 I issued Supreme Court proceedings against the Council and Water Authority, In relevant part the Statement of Claim alleged;

- That it was a condition of Planning Permit 2191 that Buchanan develop the subdivision in accord with the plans and submission accompanying the application for permit including the construction and installation of the water supply and reticulation system set out in the submission.
- That the Council sealed the plans in knowledge that no reticulated water supply had been installed in accordance with the planning permit or at all.

The overtly fraudulent scam and sham proceeding of Garde in conspiracy with Jim Delany SC and their respective Juniors and instructing solicitors.

For the purpose of corruptly obtaining Court ordered moolah from me or their respective clients Garde and Lonie conspired with one another bring scam and sham applications for summary dismissal of my proceeding.

Those overt and manifest and flagrant scam or sham proceedings were **fearlessly** brought knowing full well that they could not succeed in an honest and competent court and when they lost the complicitly silent court would order that their unsuspecting clients pay them their moolah.

Their obvious and overt scam and sham proceeding was founded on overt obfuscation.

It is manifest that the private reticulated water supply consisting of the lake and reticulation system providing bathroom water cannot be confused with the illegal water supply supplied by the Water Authority in purported pursuance of the manifestly unlawful and fraudulent water supply agreement.

Knowing full well that my 2005 proceeding precisely alleged that the unique private reticulated water supply had not been provided Garde and Lonie asserted that my proceeding was based on an allegation that generic "water" had not been provided. At their paragraph 40 of Delany's outline of submissions they said;

> 40. In the present case the complaint is that the Council unlawfully sealed the relevant plans of sub-division, a further wrongful act, without making sure water was available to the Plaintiffs' lots with the consequence that when such lots were sold by the mortgagee they were sold at a loss.

Following that, using the generic words "the reticulated water supply" Garde and Lonie said that I was aware since 1987 that "the reticulated water supply" had been laid in 1982.

> 94. However, what Mr Thompson fails to mention and what the objective documentary evidence establishes in relation to the issue of timing of the reticulated water supply, is that he was aware and had been aware, at least from August 1987, that the "reticulated water supply" had been laid in 1982 and not 1979.

By this painfully transparently and obvious imitation of obfuscation Garde and Delany and their equally corrupt co-conspirators provided the sham of a case to get their faces before the court in order to get moolah from their respective clients.

These words are not the words of lawyers, they are the words of very simple and unsophisticated fraudsters who are bent on doing and saying anything to get their face in court and get compliant and silently complicit court ordered moolah.

These absolute fraudsters were purporting to obfuscate the difference between the private reticulated water supply which was not completed and the crooked one provided in 1982 and maintained in place by Garde's earlier 1988 fraud before the Tribunal.

Then to heap overt fraud on overt fraud these deceitful fraudsters re-used the deceit which Garde used in 1988. They said that the Water Supply Agreement was for the supply of water to the whole of the Woodleigh Heights Subdivision and deceitfully they refer to it as a "reticulation agreement".

96. Further, the agreement between the Kyneton Water Board and Woodleigh Heights Resort Developments Pty Ltd "for the supply of water to the whole of the Woodleigh Heights Subdivision" dated 1 January 1982 ("**the 1982 water reticulation agreement**")[124] was discovered on 15 April 1998 by the Water Authority in the prior Woodleigh Heights proceeding[125].

At the time of bringing their scam proceeding and at the time of writing their submissions and at the time of putting them to an assuredly compliant court Garde and Lonie and their junior barristers and their instructing solicitors were each well aware that each of those utterances were overtly fraudulently deceptive. They were well aware;

- That the two separate and distinct water supplies cannot be confused with each other.
- That knowledge of the 1982 supply does not include knowledge of the status of any part of the private supply.
- That to the absolute exclusion of "the whole of the Woodleigh Heights Subdivision" the 1982 water supply agreement expressly provided a supply exclusively to WHRD alone and fraudulently purported to be for a supply to "the whole of the Woodleigh Heights Subdivision" by fraudulently representing that WHRD was "***owner or occupier of all that land being the whole of the land described in cluster plan of subdivision No 1134"***
- If the agreement had been lawful and for the supply of water to "the whole of the Woodleigh Heights Subdivision", including my land, then we would not be facing each other in court and Garde and Delany would not have the opportunity for their overt scam.

Now; it is obvious that a competent barrister would bowl Garde and Delany and their co-conspirators out in about three seconds and their fraud against their clients would be complete however, incredibly, my barrister, John Middleton QC, now Justice Middleton of the Federal Court was engaged in his own scam against me. Sufficient detail of Middleton's conduct is on my website in the video "Justice John Middleton v Justice Greg Garde - scam on scam". Middleton's conduct will be dealt with separately.

(Middleton was engaged at the last minutes, Lex Lasry QC was retained and had settled my Statement of Claim but was unable to appear because he was engaged trying to save a man about to executed in Singapore.)

Garde's and Delany's scam first came on before Master Efthim.

Incredibly, Master Efthim found according to the overt and flagrant scam and most unsophisticated obfuscation. Master Efthim said;

60. I do not accept that documents in the black folder also prompted Mr Thompson to enable to reconcile the representations made to him in the Practice Court 1999 with his prior state of knowledge. Submissions have been put to me that the objective documentary evidence establishes that Mr. Thompson was aware from at least 1987 that the reticulation water supply was laid in 1982. I have been referred by the First Defendant to a letter dated 24 August 1987, where Mr. Thompson wrote to the First Defendant. I have read that letter and refer to the following paragraphs, in particular, paragraphs 30 and 33 which are inconsistent with the allegations made by Mr Thompson:

The paragraphs 30 and 33 of my letter referred to by Master Efthim respectively said:

- That WHRD had entered into a Water Supply Agreement with the Water Authority for the supply of water to the whole of the Woodleigh Heights Subdivision;
- That subsequent to entering the agreement trenches were dug and pipes laid along Edgecombe Rd to facilitate the supply of water to the Woodleigh Heights subdivision.

Nothing in those paragraphs relied upon by Garde and Delany and by Master Efthim disclosed any prior knowledge of any part of the private reticulated water supply consisting of the lake etc,.

Manifestly for the purpose of the fraud, the Council and Water Authority absolutely necessarily concealed the fact that the private reticulated water supply was the sole legitimate reticulated water supply and they necessarily concealed the physical status of that private reticulated water supply.

With incredible neglect and incompetence Master Efthim found that I knew about "**the** reticulated water supply" too long ago and was therefore barred by the Limitations Act and he found for the overt scammers.

The 2006 hearing before the fraudster, Justice Robert Osborn & the conspiracy between Osborn and Garde.

I sacked Middleton and filed an appeal against the orders of Master Efthim.

Because the appeal was a re-hearing de novo Garde and Delany led off and repeated their overt and flagrant most unsophisticated scam and obfuscation before Osborn.

In reply, in my written submission I said;

- That the private reticulated water supply and the 1982 unlawful water supply cannot be confused with one another.
- That the lawyers for the Council and Water Authority did not and could not hold a belief as to their submissions.
- That Garde was a serial offender having previously misled the tribunal in 1988 when he said that the Water Supply Agreement was legal and enforceable.
    - (at the time of the hearing before Osborn I did not yet appreciate the significance of the fraudulent representations that WHRD was "the developer" and I did not mention that aspect)

Osborn immediately adjourned the hearing and Osborn and Garde both disappeared.

On resumption Osborn ran his own little star chamber and grilled me and without success tried to trip me up.

Delany then uttered some garbage and Garde was then invited to make submissions.

Immediately; within seconds; beginning on the fifth line of the transcript of Garde's submission Garde said;

"there are two of course, types of water supply that are under discussion in this pleading"

By these words Garde;

- gave the lie to paragraphs 94 and 96 of Delany's submissions set out above and exposed the fact of the infantile obfuscation which formed the basis of the scam and sham case which he and Delany and their co-conspirators put to Master Efthim and then repeated before Osborn.

- exposed the fact that he and Delany had perverted the course of justice and had obtained Judgment from Master Efthim and which Judgment was entirely and absolutely founded on their infantile obfuscation as to indeterminate or generic "THE" reticulated water supply.

Garde did not lightly expose the entire sham and scam grounds of his and Delany's scam.

Osborn and Garde then conducted a prearranged sham court where, prompted by Osborn, Garde made fraudulently fabricated submissions contrived to provide the appearance of on the record grounds for the jointly contrived Reasons to be published by Osborn**.**

The scheme of Osborn's and Garde's joint fraudulent Reasons were of two parts;

- Firstly a scheme to conceal the fraud

- Secondly; a scheme to find against me while having regard to the first scheme.

As discussed above the scheme of Osborn's purported Reasons to conceal the fraud was;

- Firstly; fraudulently represent that a manifestly unlawful and not essential water supply was the legitimate and essential water supply.

- Secondly; fraudulently represent that that water supply was not available to my land.

I dealt with the second part of the scheme to conceal the fraud at the beginning of this letter, in particular I provided a copy of Osborn's overtly fraudulently fabricated paragraph 18.

That paragraph 18 was provided the appearance of on the record grounds by Garde's purposefully contrived submissions;

- In his sham submissions to Osborn Garde read from statements of claim and from the Water Supply Agreement while reading Garde substituted each occurrence of WHRD with "the development company".

- Then at page 199 of the transcript of 1/11/2006 Garde said;

  "*And if one interpolates here Your Honour, the trust had in place a water agreement as Your Honour has looked at which took the water supplied by the trust to a location from which the* ***development company*** *and its assets* (associates?) *took responsibility for the ongoing supply of water and the problem that gave rise to is that if there was a disagreement between the* ***development company*** *and individual lot owners then individual lot owners might not gain that access*" (assets appears in the transcript, I assume that should be "associates").

In substance, Osborn's incredible paragraph 18 is in exact accord with that purposefully contrived and equally incredible and maliciously false submission by Garde.

At the time of Garde making those submissions Osborn knew them to be false.

The first part of Osborn's scheme to conceal the fraud is a little more interesting and grossly devious.

As I said above, at page 185 of the transcript Garde opened his sham submissions with the words "**"there are two of course, types of water supply that are under discussion in this pleading"**

For the purpose of their scheme it was necessary to fraudulently represent that the water supplied by the water authority was the essential and legitimate supply.

For that purpose Osborn and Garde seized on the fact that the private reticulated water supply from the large lake or dam was for bathroom and garden use while the water from the Water Authority was potable domestic water.

Immediately following Garde saying that there was two water supplies he said that the private supply was "**non-obtainable water - non - drinkable water**" and then he said; "then there was the prospect of water becoming available from the Kyneton Shire Water Works trust."

Garde then began reading from pages 3 and 4 of the Amended Statement of Claim from my 1995 proceeding and which pages particularised the private reticulated water supply and that household drinking water was to be provided by roof rainwater tanks.

Seconds later, at page 186 of the transcript Osborn interrupted Garde and said; "Does that submission make clear what the character of this system was in terms of your distinction between non-potable and potable?"

Garde then continued reading ad infinitum and regularly interspersing his reading with, in fact entirely irrelevant, comment on non drinkable water.

Osborn interrupted at page 200 of the transcript and said of me; "They knew exactly what the position was"

Garde responded and said; "Very precisely" and then read on again interspersing with "non-drinkable"

Osborn again interrupted at page 201 of the transcript and said;

> "Before we get to that, it shows that they knew the 1982 agreement was for the provision of potable water"

Garde responded; "That is so" and then continued on making much of potable versus non-potable.

Osborn then adjourned without providing me opportunity to reply.

I interrupted and said; "*Your Honour, may I address one issue just raised by Mr Garde? He raise the issue of potable water. It's simply irrelevant.*"

Osborn said; "*Well, I don't accept that, Mr Thompson*."

At paragraph 68 of his reasons Osborn transcribed from page 4 of my earlier Amended Statement of Claim which was the same page as Garde was reading when Osborn interrupted at page 186 of the transcript.

Then at his paragraph 69 Osborn said essentially as he said at page 200 of the transcript.

69 It is thus abundantly clear that as at this date the plaintiffs understood that the reticulated water supply contemplated by the permit application was not a supply of potable water from the Water Board.

Then at his paragraph 147 Osborn said;

147 As the plaintiffs' further amended statement of claim in the Woodleigh Supreme Court proceeding, made clear, the original planning permit did not require the supply of a reticulated potable water supply for the land as a condition of subdivision. Further, as that pleading also made clear and the documentary evidence confirms, a reticulated potable water supply was in fact connected to the subdivision by the Water Board in 1982, but not extended to the plaintiffs' allotments.

By these paragraphs, which were dependent upon the sham submissions of Garde, Osborn lulled or seduced a reader to believe that the potable supply must be the legitimate supply.

At the time of Garde and Osborn co-operating with one another to make the submissions which provide the appearance of grounds for these paragraphs Garde and Osborn were both well aware that the water supply from the Water Authority was not a potable water supply at all, **they were well both aware that it was nothing more than a completely and utterly unlawful water supply and the entire sham of Garde's contrived submissions and Osborn's sham comments was for the purpose of concealing and denying Garde's complicity in the fraud described by Max McDonald.**

Osborn used the words "potable" and "non-potable" in paragraphs 69, 147, 152, 153, 155, 163(a), 163(c), 163(d) 163(e), 167, 168, 168(a), 169, 170, 174, 178, 181(b), 181(c), 181(d) and in several footnotes and each and every reference was intended to deceive the People of Victoria.

Then to mount fraud on fraud Osborn used what must be time proven and often used method of fraud in court and he used obfuscation to overtly misrepresent the gravamen of the proceeding which was before him.

The gravamen of my 2005 was that the private reticulated water supply was not present when the Council sealed the plans of cluster-subdivision.

At his paragraph 21 Osborn, for the purpose of fraudulent obfuscation, Osborn used the indeterminate generic terms "necessary water supply" to define the basis of my gravamen.

21 The plaintiffs now contend that the Council should not have sealed the relevant plans of cluster subdivision in the first place, because at the time the lots were created, necessary water supply had not been provided to the land in accordance with the planning permit allowing the cluster subdivision.

By fraudulently lulling or seducing a reader into believing that the potable water supply was the necessary water supply Osborn fraudulently represented that my gravamen was, that the water supply from the Water Authority had not been provided to me.

At the time of making those representations Osborn was well aware that no conceivable action existed in respect of the water from the Water Authority. The simple fact known to Osborn was that the Water Authority could not and did not lawfully provide that water. In addition to the numerous other shortcomings it could not be provided without the consent of the Governor in Council.

Having fraudulently misrepresented the Gravamen of my 2005 proceeding Osborn then went on to bald faced lie in respect of the gravamen of my earlier proceeding. At his paragraph 148 Osborn bald faced lied and represented that I was denied access to the "latter" water supply, at his paragraph 147, the 1982 supply from the Water Authority was the latter supply mentioned by Osborn.

Osborn then asserted that denial of the "latter" water supply formed the gravamen of my earlier proceeding.

148 It was this latter water supply to which the plaintiffs were denied access. This denial formed the gravamen of the Woodleigh Supreme Court proceedings.

The purpose of the obfuscation in respect of the gravamen of the proceeding before him and the bald faced lie in respect of the gravamen of my earlier proceeding was to facilitate Judgment against me by fraudulently representing that the release signed in respect of the gravamen of the earlier proceeding was a release to the claim in the proceeding before him.

At his paragraph 102(e) Osborn fraudulently said.

(e) the release given in the Woodleigh Supreme Court proceeding is a full and complete release with respect to the claim made in this proceeding;

Osborn was in fact saying the release in respect of his bald faced lie was a release to his fraudulent obfuscation.

By these fraudulent representations as to both gravamen Osborn was reinforcing the deception that the "potable" water supply from the water authority was "necessary water supply".

A simple reading of the writ and statement of claim in the previous proceeding demonstrates Osborn's umpteenth instance of an extensive series of very coordinated and malicious overt fraudulent misrepresentations.

Without fear and not knowing or caring which Judge of the Supreme Court could be allocated to hear their overt sham and scam proceeding the barristers and solicitors, Major General Greg Garde QC, Jim Delany SC, Sharon Burchell, Greg Ahern, Steven Mark Edward and Michelle Elizabeth Dixon conspired with each other to invent and bring the scam and sham proceeding based on obfuscation as to the two absolutely distinct water supplies.

Each of those Barristers and solicitors then made applications for costs while knowing full well that they had deceived Master Efthim and while knowing full well that Osborn had fraudulently fabricated his Reasons to protect Garde and incidentally protect them.

Their applications for costs and their acceptance of costs was an act of court ordered extortion where the court acted as nothing more than upmarket bagman for corrupt extortionists.

The Chief Justice has had a thorough analysis of this aspect of Osborn's Reasons since March 2014. On the face of it she has remained complicitly silent.

Do not misunderstand this letter, I ask nothing. I will however watch and listen with great interest.

Yours Faithfully

Glenn Thompson