

10th December 2015.

Memo to the people of Victoria.

Utter Corruption in The Supreme Court of Victoria, Court of Appeal and Victoria Generally

Part two; Real Fraud and utter malicious corruption.

Justice Robert Osborn fabricated his Reasons to conceal fraud and corruption. He instead exposed and demonstrated exactly how a malicious fraud by Statutory Authority and by Major General Justice Greg Garde was successfully perpetrated and concealed from Ministers of the crown.

Flagrant, Heinous and Malicious fraud by;

Major General Justice Greg Garde and Justice Robert Osborn and by various Judges, barristers and solicitors;

And by;

Statutory authority, Commercial Bank of Australia, Westpac Bank, General Credits Limited, Australian Guarantee Corporation, Mercantile Credits Limited, Esanda Finance, ANZ Bank, and Solicitors Palmer Stevens & Rennick.

Particularly serious conduct. During an adjournment in the hearing before Osborn on 1st November 2006 the then barrister Major General Greg Garde QC met with or otherwise communicated with Osborn and they conspired with one another to have Osborn contrive his reasons to conceal and deny the 1988 criminal scam and sham conduct of Garde and his then co-conspirators.

- (The Commercial Bank of Australia ("CBA") merged with the Bank of New South Wales in 1982 to form Westpac Bank, at that time the finance company Australian Guarantee Corporation ("AGC"), was part owned by Westpac but became wholly owned in 1988. General Credits Limited ("GCL") which was the consumer finance subsidiary of the CBA was subsumed or otherwise merged with AGC. The transactions and conduct referred to directly involved the CBA and GCL before the merger and then Westpac and AGC subsequent to the merger.)
- (Mercantile Credits Ltd was acquired by Esanda in April 1989. Esanda was a wholly owned subsidiary of ANZ Bank. In 2009 Esanda became a division of ANZ Bank. - ANZ Bank presently holds all rights and liabilities of Mercantile Credits and of Esanda. The conduct referred to occurred prior to and subsequent to April 1989.)
- In the period at least 1979 to the present day the Macedon Ranges shire Council, in its own right and by its predecessor, Kyneton Council, has been engaged in a continuous and uninterrupted course of corrupt conduct. Each and every Councillor in the period 1982 to about 1990 was personally aware of and party to the corrupt conduct. In the period 2010 to the present day each and every Councillor has had the details of the recent and ongoing corrupt conduct placed before them.)
- Coliban Water was incorporated in 1992 by Order of the Minister for Water Resources. As and from 30th March 1992 Coliban assumed the rights and liabilities of Kyneton Water Board and its predecessor, the Kyneton Shire Waterworks Trust. In the period 1979 to at least 1990 each and every then member of the Board and/or Trust was aware of and party to the corrupt conduct.

The proceeding before Osborn consisted of two concurrent claims. One in respect of the Tylden Rd subdivision and one in respect of a cluster subdivision known as "Woodleigh Heights."

I have discussed the Tylden Rd aspects in part 1 hereof, this second part of this document relates to the Woodleigh Heights Rural Residential Cluster Subdivision aspects.

In this part;

- I first provide;
 - Sufficient detail of the fraud of the Council and Water Authority.
 - Overview of Garde's 1988 corrupt conduct.
 - Detail of those aspects of Osborn's fabricated reasons which disclosed the underlying aspect of the fraud of the Council and Water Authority and of Garde and which aspect was not known to me until Osborn published his carefully fabricated reasons.
 - Conduct of Court of Appeal Justices Neave and Mandie.
- I then provide; a more detailed description of each of those aspects but with particular detail of;
 - the 1988 conduct of Garde and his then co-conspirators.
 - the sale of my land by MCL/Esanda/ANZ in knowledge of the fraud of the Council and Water Authority.
 - The scam and sham conduct of Garde, Delany and Co and of Middleton in respect of the Woodleigh Heights aspect.
 - The conspiracy between Garde and Osborn to have Osborn fabricate his Reasons to deny and conceal the 1988 conduct of Garde and coincidentally conceal the conduct of MCL/Esanda/ANZ

In 1982 I discovered the criminal double dealing in land by Kenneth Raymond Buchanan, Palmer Stevens and Rennick and the manager of the Reservoir branch of General Credits Limited/Australian Guarantee corporation.

I will fully described that double dealing below but the immediate relevance is that at that double dealing involved Woodleigh Heights land. At that time Buchanan and Palmer Stevens and Rennick threatened to bankrupt me and the matters and things discussed in part 1 and part 2 of this document then ensued.

A few weeks before my discovery of that double dealing the overtly fraudulent Water Supply Agreement referred to in this part 2 was put in place.

In 1984 the private timeshare company Woodleigh Heights Resort Developments P/L ("WHRD") threatened that if I tried to sell my Woodleigh Heights land to anyone other than that company then water and building permits would be denied to my Woodleigh Heights land and my land would be rendered worthless and unsaleable to anyone other than that company.

- From 1984 to 1990 the Council and Water Authority conspired with one another to maliciously and fraudulently give effect to that heinous threat.
- In 1988, while acting for WHRD, the solicitor John Norman Price and the then junior barrister, lieutenant Colonel Greg Garde brought scam and sham proceedings and knowingly, purposefully and maliciously perpetuated that fraud.
- In 1990, in full knowledge of the fraud and without advertising it for sale and without attempt to maximise offers, my mortgagee, ESANDA, sold my land to a company controlled by the children of a director of the timeshare company and sold it at a price which reflected the fraud.
- In 2006, Justice Robert Osborn fraudulently fabricated Reasons for Judgment contrived to conceal and deny the criminal involvement of Major General Justice Greg Garde in that fraud. For that purpose Osborn necessarily contrived his reasons to deny and conceal the fraud by the Council and Water Authority.

On 21st November 1985, in the Victorian Parliament, Max McDonald MLA accurately described the criminal conspiracy, as then known. The Melbourne Sun newspaper reported as follows.

Ministers to probe conspiracy claim

THREE government departments will investigate Kyneton Shire Council's role in an alleged conspiracy to prevent a land sale.

Mr Max McDonald (MLA, Whittlesea) told Parliament on Thursday that the council had colluded with the Kyneton Water Board and a private land developer to stop a Whittlesea man selling his property.

Mr McDonald said Mr Glen Thompson tried for two years to sell his land but was stopped by the Water Board's refusal to service the property and the council's unwillingness to issue building permits for unserviced land.

He said the dispute also involved a time-sharing resort

By GAYLE AUSTEN

called Woodleigh Heights. The resort had a water supply agreement with the Water Board and intended to buy Mr Thompson's land.

Mr McDonald claims Kyneton's shire secretary, Mr David Parkinson, told Mr Thompson to remove auction signs from his land because "they were an embarrassment to the resort."

He claimed Mr Thompson's estate agent was told no water or building permits would be available.

"This is the worst example of collusion between a water board, a council and a private developer to deprive a citizen of

his democratic rights," Mr McDonald told Parliament.

Mr McDonald called on the Local Government Minister, Mr Simmonds, to investigate "this sordid affair."

Mr Simmonds said the Ministers for Water Supply and Police and Emergency Services also would study the case.

Kyneton's shire engineer, Mr Graeme Wilson, yesterday said he welcomed the Government's inquiries.

"The matter is very complicated, and it would appear no one wants to come to us to resolve the matter," he said. "I think the sooner the matter is aired and resolved the better."

Mr Wilson said the council and the board merely had carried out their legal functions.

The facts known to me at that time were;

- In August 1979 the Registrar of Titles registered the Rural Residential Cluster Subdivision known as Woodleigh Heights. The Registrar assigned the registered number CS1134 to that Cluster Subdivision.
- That subdivision consisted of 45 Rural Residential allotments and substantial common property recreation area including a private six acre lake.
- I purchased ten allotments in November 1979.
- At the time of my purchase building permits were available to my land and due to the rural area and zoning roof rainwater tanks provided the domestic water supply.
- WHRD was incorporated in March 1981 for the purpose of developing a timeshare resort on/in CS1134.
- For that purpose WHRD wished to acquire all of the allotments comprising CS1134 including my land.
- On 16th December 1981 WHRD purchased ten of the other allotments.
- Fifteen days later, on 1st January 1982, without my knowledge, WHRD entered into a private Water Supply Agreement with the Water Authority.
- That Water Supply Agreement fraudulently represented that WHRD was "owner or occupier of the whole of the land being cluster subdivision CS1134"
- In 1983 WHRD entered into contracts to purchase my land.

- In 1984 WHRD defaulted on those contracts.
- I told WHRD that it was OK because I would simply rescind the contracts and sell on the open market.
- In reply WHRD said that it had a private water supply agreement with the Water Authority and if I attempted to sell to anyone other than WHRD then water and building permits would be denied to my land and my land would be rendered worthless and unsaleable.
- The Council and Water Authority then criminally conspired with one another to give effect to the criminal and manifestly corrupt and impossible at law threat of WHRD.
- That threat was implemented in the following manner;
 - The Water Authority fraudulently represented that pursuant to the Water Supply Agreement WHRD owned and operated the water supply and reticulation system within CS1134 and the Water Authority had no mechanism by which my allotments may be supplied with water except with the agreement of WHRD.
 - The Council fraudulently represented that the issue of building permits for my land was dependant on my allotments being provided with that reticulated water supply.

A simple, manifest, obvious fraud which should take 10 minutes to expose and resolve.

The foregoing facts describe a flagrant fraud where the Council and Water Authority fraudulently represented that pursuant to a manifestly unlawful and fraudulent water supply agreement my Johnny-come-lately neighbour, WHRD, owned and controlled the water supply to the entire cluster subdivision including to my property.

As the Sun newspaper article says; three Ministers of the Crown undertook to investigate.

I fully expected the matter to be resolved within the first 10 minutes of the following day and charges to be laid against the manifestly corrupt and criminal conspirators.

The so called investigations were a joke.

- The police department opened the file as a complaint against Police and then closed the file when I said I had no such complaint.
- The Department of Local Government said that water supply is the responsibility of the Department of Water Resources and did nothing.
- The Department of Water Resources did not investigate at all. The Department of Water Resources sat down and had a cup of coffee with the executive of the Water Authority and then simply relied on what I now know to be the flagrantly fraudulent and complimentary representations of the Water Authority and its solicitor Ian Lonie. (I describe those complimentary fraudulent misrepresentations below).

For reasons which were beyond me at the time the flagrant fraud remained on foot under the noses of the Ministers and while my family suffered extreme loss and damage.

Further incredible fraud by the then barrister, Lieutenant Colonel Greg Garde.

- At all material times Mercantile Credits Limited ("MCL") was mortgagee of my Woodleigh Heights land and MCL was intimately aware of the fraud of the Council and Water Authority and WHRD.
- In 1987 the solicitor John Norman Price was solicitor for MCL and was acting for MCL in respect of my default with MCL.
- In 1987, with the knowledge and consent of MCL, WHRD engaged John Norman to represent it in a Planning Appeals Tribunal hearing. (It may be that Price chased and hopped into bed with WHRD)
- MCL and Price were intimately aware that my default with MCL was as a direct consequence of the criminal conspiracy between, and overt fraud of, WHRD, the Council and Water Authority.

- MCL and Price were well aware that Price had an irreconcilable and extreme conflict of interest.
 - MCL was also a victim of the fraud.
 - Price could not act in the interest of MCL and WHRD, or in other words, Price manifestly could not act in the interest of the fraudster and a victim.
- Price engaged the then junior barrister, Lieutenant Colonel Greg Garde to conduct the matter and represent WHRD.
- Although I was not party to the proceeding I gave notice of my intention to make a submission in respect of the water supply. Prior to the Tribunal hearing I provided the Tribunal, and Price and the Council and Water Authority with advance copy of the written submission which I intended to make.
 - My written submission included the self evident and ineluctable fact that the Water Supply Agreement was unlawful and that under the terms of the agreement WHRD had usurped control of the common property reticulation system and WHRD could not demonstrate a lawful water supply to the allotments which were the subject of the appeal.
- Solely as a consequence of my proposed submission the question of water supply became relevant to the Tribunal hearing.
- In direct reply to my submissions, under instruction from Price and WHRD, in his written submissions the then Lieutenant Colonel Greg Garde fraudulently and maliciously said;
 - That the Water Supply Agreement was an enforceable legal agreement.
 - That the agreement was for provision of water to "the estate".
- **Garde's representations were flagrantly false and he knew them to be false.**
 - The then Water Act only provided that the Water Authority could enter into Water Supply Agreements with "the owner" of land for supply of water to that owner.
 - The recitals of the Water Supply Agreement fraudulently represented that WHRD was owner or occupier of the whole of the land in CS1134.
 - Garde and his instructing solicitor were absolutely aware that WHRD was not and never had been either owner or occupier of my land within CS1134 and was not, never had been and never could be owner or occupier of the common property.
 - The Water Supply Agreement was NOT an agreement to provide water to "the estate". It was an agreement for supply of water to WHRD for use on land owned by it. WHRD was defined as "the consumer".
 - Price and Garde and WHRD were absolutely aware that if the agreement was for provision of water "to the estate" as fraudulently represented by them I/my land, being part of that estate, would have entitlement to water and there would be no fraud and I would not be in default with MCL and Price would not be acting for MCL in respect of my default.
- Incredibly, and apparently in the face of the facts before it the Tribunal accepted Garde's overtly fraudulent misrepresentations. In its written reasons the Tribunal said;
 - *"The existing Time Share development is supplied by water provided by the Kyneton Water Board pursuant to agreements between WHRD and that board."*
 - *"Internal reticulation is the responsibility of the developer."*
- WHRD succeeded in its appeal to the Tribunal.

By its reasons the Tribunal accepted Garde's fraudulent misrepresentations and by implication held/accepted that the Water Supply Agreement was lawful

Entirely as a consequence of the fraudulent misrepresentations of Price and Garde the fraud against my family and me and MCL was perpetuated and remained on foot.

The case brought by Price and Garde was a classic scam and sham proceeding which had no chance at all of success in an honest and competent Court/Tribunal. (Full detail further below).

In 1990, in full knowledge of the fraud, and without advertising my land for sale and without making any attempt to maximise offers, ESANDA finance and John Norman Price sold my land to a company controlled by the children of Buchanan. The sale price reflected the fact of the fraud and that my land was valueless. John Norman Price acted in that sale on behalf of MCL.

That sale in those circumstances was entirely as a consequence of the fraud and the fact that Price and Garde maliciously brought scam and sham proceedings and maliciously perpetuated that fraud.

The sale in those circumstances was also because Price was intimately aware that his representations to the Tribunal were false and that the Agreement was NOT for the provision of supply of water to "the estate".

(full details further below.)

As demonstrated further below the Woodleigh Heights land was substantially outside the gazetted Waterworks district of the Water Authority and could not be provided with water from the Water Authority except with the consent of the Governor in Council and such consent was never either sought or obtained.

In view of that fact, the planning permit for the then proposed cluster subdivision mandated that a private reticulated water supply consisting of a common property six acre lake, large high level header tanks and reticulation system be provided.

The Council sealed the plan of cluster subdivision in full knowledge that that private reticulated water supply had not been completed.

During the fraud and for the purpose of the fraud the Council concealed that fact that such private reticulated water supply was mandated to be present and that I/my land would have been entitled to that common property system

In 2000 I discovered that the Council had sealed the plans in those circumstances.

Justice Robert Osborn's fraudulently fabricated reasons disclose the underlying fraud which facilitated the fraud of the Council and Water Authority and Garde's 1988 scam.

In 2005, I issued my Supreme Court proceeding against the Council and Water Authority. That proceeding incorporated two concurrent claims. One in respect of Tylden Rd and one in respect of Woodleigh Heights.

Both claims were founded on identical allegations;

- My claim in respect of Tylden Rd was set out at paragraph T7 of the Statement of Claim my claim in respect of Woodleigh Heights was set out at paragraph W8
- Both paragraphs identically alleged;
 - that Council had sealed the plans for an ulterior purpose, namely to avoid the **EFFECT** of s 9 of the Sale of Land Act.

There was not even the hint of unlawful or contrived plans in respect of Woodleigh Heights.

My claim in respect of Woodleigh Heights arose as a consequence of the fact that the Council sealed the plans in full knowledge that the required infrastructure was not complete and that there was no lawful means of compelling Buchanan or anyone to provide that infrastructure.

Garde, Delany and Co brought scam and sham summary dismissal applications in respect of both the Tylden Rd and Woodleigh Heights claims.

In the circumstances discussed above John Middleton QC was engaged at the last Minute and he brought fraudulent scam and sham defences to both aspects of the scam and sham applications of Garde, Delany and Co.

Master Efthim, now Associate Justice Efthim, found the beyond moronic, impossible at law, scam and sham nonsense put to him by Garde, Delany and Co proven

I will discuss the scam and sham applications of Garde, Delany and Co and the scam and sham defence of Middleton, in respect of Woodleigh Heights further below, at this point I am merely setting out one aspect of the outstandingly malicious and criminal and flagrant fraud of Osborn.

I appealed the Orders of Master Efthim and that hearing came on before Justice Robert Osborn.

In my very substantial written defence before Osborn I alleged the corrupt conduct which I have set out above in respect of Tylden Rd and I also alleged the sham and scam conduct in respect of Woodleigh Heights and which I described further below. I also said;

"Over the years I have come to expect these types of misrepresentations from legal professionals, particularly from the Major General. I first met him at the bar table in 1988 when he was a mere Lieutenant Colonel. At that time the Lieutenant Colonel falsely represented that the plainly unlawful Water Supply Agreement giving rise to the first water supply, which Mr. Delaney referred to, was a lawful and enforceable agreement"

And I said;

"For the purpose of securing victory for his client and impugning my written submission the then Lieutenant Colonel Garde read from his written and signed submission and misled the Planning Appeals Tribunal on 7th March 1988. Had he not done so it is possible, perhaps probable, that the Plaintiffs may not have suffered ultimate loss on the Woodleigh Heights land and we would not be here today."

My allegations before Osborn were very serious indeed, they alleged serial corrupt conduct of the now Major General Justice Greg Garde and they alleged that it was the 1988 conduct of Garde which, at least in part, led to my losses in respect of Woodleigh Heights and led directly to the hearing which was before Osborn.

As I will demonstrate further below, after I made those submissions, during an adjournment, Osborn either met with or telephoned Garde and they conspired with one another to have Osborn fabricate his reasons in such a manner as to deny and conceal Garde's serial criminally corrupt conduct and particularly deny and conceal Garde's 1988 conduct.

Osborn then fraudulently fabricated his Reasons to conceal and deny the 1988 corrupt scam and sham conduct of Garde.

As I will shortly demonstrate Osborn's purported reasons bore no relationship at all to the scam and sham summary dismissal applications brought by Garde, Delany and Co and no relationship to my defence to those scam and sham applications.

- As discussed above Osborn fabricated his paragraphs 87 and 89 where he preposterously said that I had invited him to adopt a different framework of analysis that that decided upon by the Master.

Then in accord with his paragraphs 87 and 89, which I have discussed above, Osborn sat in his cave and concocted his Reasons.

Immediately below is paragraphs 17, 18 and 19 of Osborn's fabrications.

- Paragraph 17 is merely a lead in paragraph and of no particular consequence.

- Paragraph 18 represent that 'the subdivider' withheld from me, the water which was supplied to the subdivision by the Water Authority.
- Paragraph 19 contains the overt misrepresentation of the claim in my previous Woodleigh Heights Proceeding. (as discussed further below.)

Woodleigh Land Factual Background

- 17 In the course of purchasing the Tylden land the plaintiffs had also been persuaded by Buchanan to buy a number of cluster allotments within the Woodleigh land.
- 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.
- 19 Ultimately the plaintiffs sued the Council and the Water Board in 1995 alleging that each had made fraudulent misrepresentations as to the plaintiffs' lack of entitlement to access to such water. As a result it was alleged the plaintiffs had suffered loss upon a mortgagee sale at which the land achieved values reflecting a lack of water supply when (it was alleged) the plaintiffs were in truth entitled to access to such water supply.

Osborn's paragraph 18;

At his paragraph 166 Osborn says that the water was provided to the whole of the subdivision pursuant to an agreement between the Water Authority and WHRD.

WHRD is "the subdivider" referred to in Osborn's paragraph 18.

The fact known to Osborn was that WHRD was not the subdivider but was instead merely my Johnny-come-lately neighbour so first let me restate Osborn's paragraph 18 in the factual Manner known to Osborn.

- Following such purchase a dispute arose as to the withholding of reticulated water supply from the plaintiffs land by THE PLAINTIFFS LATE-COMING NEW NEIGHBOUR.. Such water was supplied by the Water Board to THE PLAINTIFFS LATE-COMING NEW NEIGHBOUR in 1982.

Restatement in factual manner renders Osborn's paragraph 18 preposterous.

Now, let me restate Osborn's paragraph 18 and only using the first instance of new neighbour.

- Following such purchase a dispute arose as to the withholding of reticulated water supply from the plaintiffs land by THE PLAINTIFFS LATECOMING NEW NEIGHBOUR.. Such water was supplied by the Water Board to this subdivision in 1982.

Restating in this manner is also preposterous, manifestly my late-coming new neighbour could not purport to withhold water which was supplied by statutory authority to the subdivision which my land formed part of.

So now we look back to Osborn's rendition at his paragraph 18 and on a cursory reading, to persons ignorant of the facts, Osborn's statement that "THE SUBDIVIDER" withheld water from me is at least unthinkingly and superficially plausible.

Upon realising the implication of Osborn's representation that WHRD was "the developer" i looked back at Garde's 1988 misrepresentations and found that the solicitor for the Council and Water Authority, Ian Lonie, had provided verisimilitude to Garde's otherwise overtly false and preposterous misrepresentations.

Lonie fraudulently represented that WHRD was the developer of CS1134 and had been the developer of that land since 1976. So with that in mind we'll have a look at Garde and Lonie's complimentary 1988 perjury.

- The recitals to the Water Supply Agreement fraudulently represented that WHRD was owner or occupier of the whole of cluster subdivision CS1134.
- The recitals also define WHRD as "the consumer" to whom the water was supplied.

THIS AGREEMENT made the First day of January, One thousand nine hundred and eighty-two BETWEEN the KYNETON SHIRE WATERWORKS TRUST incorporated by the Water Act 1958 (hereinafter called "the Trust") of the one part and WOODLEIGH HEIGHTS RESORT DEVELOPMENT PTY. LTD. of 68 Piper Street Kyneton owner or occupier of ALL THAT piece of land being part of Crown Portions 38 and 41 Parish of Carlsruhe County of Dalhousie and being the whole of the land described in Cluster Plan of Subdivision No. 1134 lodged in the Titles Office (hereinafter called "the Consumer") which expression where the context admits shall include its successors, administrators, assigns and transferees of the other part

as follows:-

- Garde and Price and WHRD and Lonie and the Council and the Water Authority each knew that those recitals were fraudulent and never had been and never could be true in that WHRD was a latecomer who only ever owned a few blocks and never was and never could be "owner or occupier" of the whole of the land being CS1134.
- At the time of the Tribunal hearing the Tribunal knew that those recitals were not then presently true but the Tribunal did not know that the recitals were fraudulent and never had been and never could be true.
- In his written submission, Garde fraudulently represented that the Agreement was lawful and enforceable and Garde also fraudulently represented that the agreement was for supply of water to "the estate".
- Manifestly Garde's fraudulent misrepresentations could not stand in the face of the ineluctable fact that WHRD was merely my Johnny-come-lately new neighbour who only ever owned a few blocks of land and never owned my land or the common property.
- Superficial verisimilitude of Garde's fraudulent misrepresentations depended upon the fraudulent misrepresentations and perjury of Lonie and the Council and the Water Authority who represented that WHRD had been developer of the Woodleigh Heights land since 1976.
 - At the Tribunal hearing Lonie presented a written submission on behalf of the Council and Water Authority.
 - At page two of that submission Lonie defined WHRD as "Woodleigh Heights" in his submission.

THE APPLICATION

Woodleigh Heights Resort Developments Pty. Ltd. (Woodleigh Heights) made application to the Council as the Responsible

- At page 5 of his written submission Lonie and the Council and the Water Authority fraudulently represented that WHRD was the developer of the Woodleigh Heights subdivision in the late 1970's and early 1980's

THE SUBJECT LAND AND THE SURROUNDING AREA

The application, as has been stated above, is for the construction of detached houses on 33 existing cluster lots. The cluster subdivision has been developed by Woodleigh Heights as a timeshare resort in the late 1970's and early 1980's. The estate is situated in a rural area approximately 3 kilometres from Kyneton township.

- In support of that fraudulent representation Lonie and the Council and Water Authority provided a schedule of planning permits issued since 1976.
- The fact known to Lonie and the Council and the Water Authority was that each and every one of those permits relating to development were issued to Kenneth Raymond Buchanan and were issued prior to the very existence of WHRD which was not incorporated and did not exist until March 1981.
- The tribunal was deceived by the overtly fraudulent representations of Lonie and the Council and Water Authority. In its written Reasons the Tribunal said that WHRD developed the land pursuant to permits issued between 1976 and 1980. The Tribunal 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.

- By that perjury by Lonie the Tribunal was led to believe that WHRD was "the developer" who by implication once "owned or occupied" the whole of the land in cluster subdivision CS1134 and as "developer" would reasonably have responsibility for entering into an agreement to bring water to "the estate" and as "developer" would reasonably have responsibility for at least initial ongoing maintenance of the reticulation system.
- Relying on the complimentary perjury of Garde and of Lonie the Tribunal said that "the development" was supplied with water and internal reticulation is the responsibility of "the developer". 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

- Garde's fraudulent misrepresentations and perjury were absolutely dependent upon the complimentary perjury of Lonie on behalf of the Council and Water Authority.

Osborn's fraudulent misrepresentations at his paragraph 18 are a verbatim repetition of the words and intent of the complimentary 1988 perjury and misrepresentations of Price, Garde, Lonie and the Council and Water Authority.

Garde and Lonie intended to deceive the Tribunal. Osborn intended to deceive the people of Victoria.

I then looked further back. When Max McDonald retired he said that that my matter was not resolved was the greatest disappointment of his parliamentary career and he handed me his entire file in respect of it.

That file contained various memoranda of the Department of Water Resources which the Minister provided to him.

After the Government Ministers undertook to make inquiry and when those imitation inquiries began Ian Lonie attended a Water Authority meeting on the evening of 10th April 1986.

The Water Authority's minutes record that at the meeting Lonie addressed the meeting on the circumstances surrounding the supply of water WHRD and that Lonie then summarised the situation as he understood it.

- It is not credible that Lonie or the Water Authority held any belief at all that either the water supply or the Water Supply Agreement was lawful.
 - Lonie was of the firm Maddock Lonie and Chisholm, now Maddocks. That firms specialty was local government law.

That meeting then resolved to instruct Maddock Lonie and Chisholm;

Member Dearricott) That Maddock, Lonie and Chisholm (Solicitors) be instructed
Donovan) to advise the solicitors acting for the Thompsons, Neville & Co.,

i) That the Board believes that it has complied with its obligations under the Agreement, particularly under Clause 1, to supply water to the Boundary of the land.

ii) That the advice from Maddock, Lonie and Chisholm to Neville & Co. be approved by the Board's Chairman and Secretary prior to its submission to Neville & Co..

CARRIED.

Then by letter dated 7th October 1986 Lonie advised the Minister for Water Resources in the exact terms as the Water Authority instructed him to write to my solicitors.

That letter to the Minister included an implied representation that the Water Supply Agreement was lawful and capable of being lawfully complied with and implied that water supply itself was lawful.

In that letter Lonie preposterously said;

It appears to us the question of the connection of water to Mr. Thompson's land is a matter between him and Woodleigh Heights Resort Development Pty. Ltd.

That assertion by Lonie is so utterly preposterous that it is not possible that he held a belief as to that representation. Lonie and the Water Authority were aware that WHRD was my Johnny-come-lately neighbour.

- On the (fraudulent) representations of the Council and Water Authority that water supply was an essential service and was a prerequisite to the issue of building permits to my land and access to that water determined the value and saleability of my land.
- The mere notion that Lonie's representation could be true and that I had to go cap in hand to my late-coming neighbour, the private company WHRD, to gain access to that supposed essential service and entitlement to purportedly dependant building permits is an offence to the law, reason and all notion of democracy, morality and fairness.
- Lonie did not believe his utterances.

Subsequently Mr. K ward and Ms Han Wee of the Department of Water Resources visited with a least the executive of the Water Authority on 3rd June 1987.

- Mr. Ward subsequently hand wrote a memo dated 4th June 1987
- After consideration the Minister then passed copy of that memo to Max McDonald.
- That memo states that the Water Authority's attitude is that Water Authority originally entered into an agreement with "the developer". It then goes on to refer to "the developer" on several occasions including that the internal reticulation is the responsibility of "the developer". (notably the Minister or someone underlined and asterisked the occurrences of "developer".)

Board's attitude - The Kyneton Water Board originally entered into an agreement with the ~~developer~~ to service the property (water supply and sewerage) on a similar basis to that for an industry - that is a single supply, ^{etc.} is provided to the whole property in accordance with an agreement with the Board. Internal water reticulation is the responsibility of the ~~developer~~. A labouring strange is provided by the ~~developer~~, as specified in the agreement. The Board also constructed works to service the property on the basis of the type of development proposed in the initial application.

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At the time of making those representations to the Department of Water Resources the Water Authority knew them to be false and that they had never heard of WHRD prior to March 1981. The Water Authority was also well aware of all of the other matters and things which I have set out above.

On the face of it the Water Authority and Lonie concocted these complimentary fabrications to provide fraudulently provide the pretence that the Water Supply Agreement was lawful.

Manifestly Lonie's representations could not stand in the absence of the complimentary fraudulent representations of the Water Authority.

On learning and understanding the implications of these complimentary fraudulent misrepresentations I finally understood why the Minister did not resolve the matter within 10 minutes of the day after Max McDonald raised the matter in parliament. The Minister and his Department were well and truly deceived

Then in 1988 Garde and Lonie made the identical complimentary fraudulent misrepresentations to Tribunal.

Then, as discussed further below, Garde communicated those complimentary fraudulent misrepresentations to Osborn and Osborn then included both complimentary fraudulent misrepresentations in his paragraph 18.

A daisy chain of identical overt and complimentary fraud. That did not occur by accident or happenstance.

Osborn's overtly fraudulent paragraph 19.

- At his paragraph 18 Osborn refers to the water supplied by the Water Board.
- At his paragraph 19 Osborn's reference to "such water" is a reference to the water supply referred to in his paragraph 18, namely the water provided by the Water Authority in purported pursuance of the Water Supply Agreement.
- At his paragraph 19 Osborn says that in 1995 I sued the Council and Water Authority alleging that the Council and Water Authority made fraudulent representations as to my lack of entitlement to "such water" when in truth I was entitled to access to such water.

At the time of formulating, writing and uttering that paragraph 19 Osborn was aware that it was an entirely false and malicious fabrication by him with no basis at all in either fact or law and not a skerrick of truth.

My earlier 1995 Woodleigh Heights proceeding in fact alleged that the 1982 water supply and Water Supply Agreement were unlawful in every imaginable respect and that no-one at all had entitlement to that water.

My 1995 proceeding further alleged that the representations of the Council and Water Authority that the 1982 water supply was lawful and a precondition to issue of building permits were fraudulent misrepresentations.

For example paragraph 33b of my Statement of Claim in that 1995 proceeding said that in response to inquiry by me the Council and Water Authority represented that there was a lawful Water Supply Agreement between WHRD and the Water Authority. Immediately below is a copy of my paragraph 33 and 33b

33. In response to the Plaintiffs' enquiries the KSC and KWB represented to the Plaintiffs

that:

- a) CS1134 was outside the Kyneton Water Trust area and in an area where under the provisions of the Water Act 1958 water was supplied under private agreements at the discretion of the Trust;
- b) There was under the provisions of the Water Act 1958 a legally valid water agreement in existence between the KWB and WHRD Pty. Ltd.;

Then at my paragraph 57a of that 1995 proceeding I alleged that those representations of the Council were fraudulent misrepresentations because the agreement provided for supply of water to land which was outside the gazetted waterworks district of the Water Authority and which land could not be supplied with water except with the approval of the Governor in Council and such approval was neither sought nor obtained.

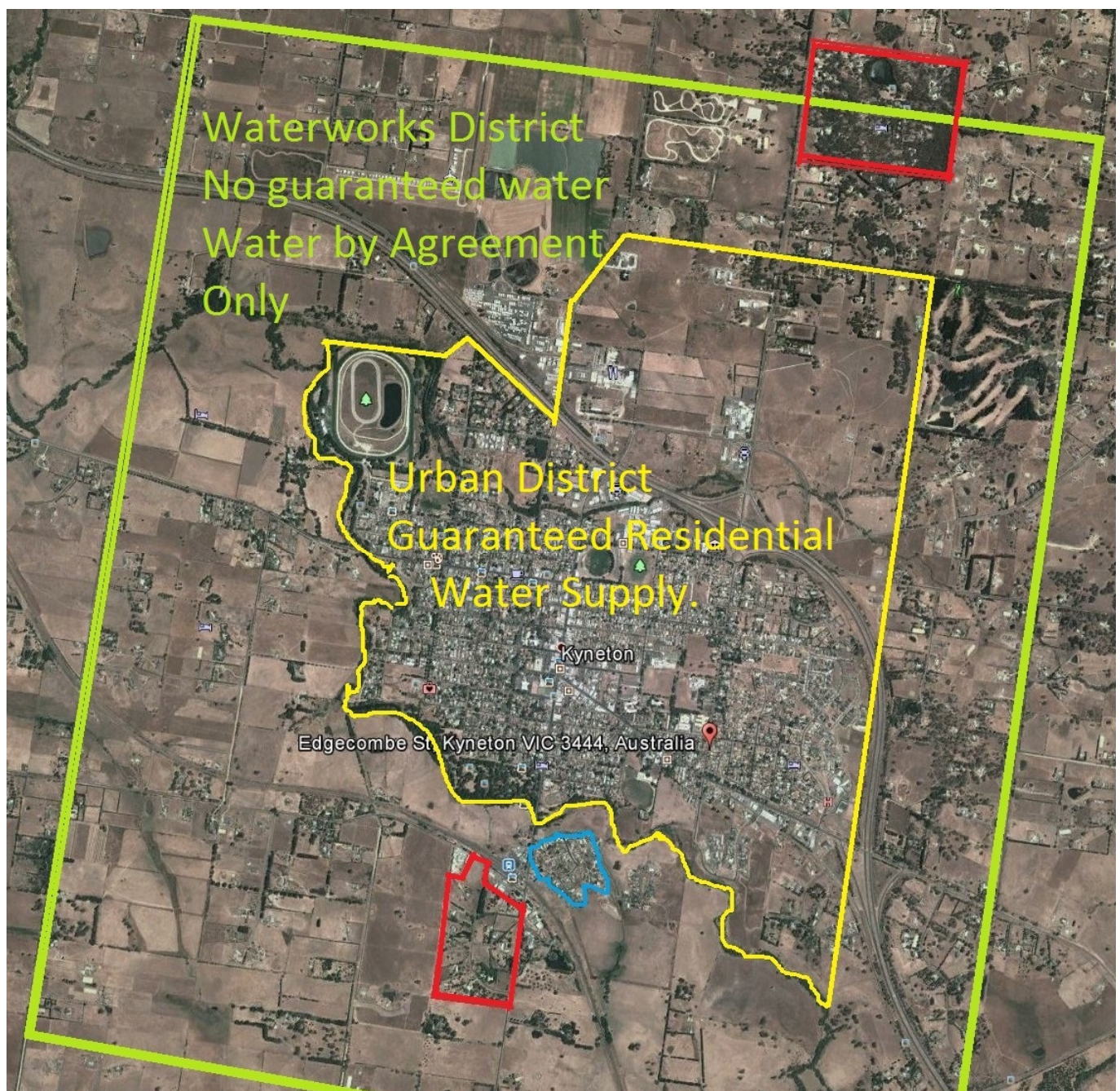
My specific and unequivocal allegation was that the 1982 water supply and Water Supply Agreement were unlawful. I did not and could not allege entitlement to water from the Water Authority at all.

Immediately below is a copy of my paragraph 57a in that 1995 proceeding.

a) The representation as set out in subparagraph 33 b) was false and untrue for the following reasons;

(1) The Water Agreement provided for the supply of water to land which was outside the Kyneton Waterworks District and the approval of the Governor in Council for that supply as required by S.186 of the Water Act 1958. was neither sought by KWB nor obtained by KWB.

Immediately below is a Google Earth picture of Kyneton township and surrounds. The large green quadrangle delineates the 1982 gazetted Kyneton Waterworks District. The red outlined area to the top is the Woodleigh Heights land and the red irregular areas to the bottom is the Tylden Rd land.



At the time of formulating his fabrications Osborn was well aware that owners of property outside the yellow gazetted Urban District had no entitlement to water at all. He was also aware of the truth of my paragraph 57a in the earlier 1995 proceeding and in particular that the Water Authority could not provide water for use outside the green Waterworks district except with the consent of the Governor in Council.

Osborn was also aware that those allegations were repeated in my proceeding before him;

- Paragraph W1(c) of my Statement of Claim before Osborn alleged that the Woodleigh Heights land was part outside the gazetted Waterworks District.
- Paragraph W22(e), in different words, alleged identical to paragraph 57(a) of the earlier 1995 proceeding. Namely that the water supply did not have the approval of the Governor in Council as required by s.186 of the then Water Act.

(e) to the extent that the agreement purported to facilitate the supply of water to allotments that were outside the water district, that the agreement contravened s.186 of the Water Act;

Having overtly fraudulently misrepresented my claim in the previous 1995 proceeding Osborn then set about fraudulently representing that the water supply provided pursuant to the Water Supply Agreement was the legitimate water supply for the Woodleigh Heights land and that I knew that supposed fact.

- At his paragraph 147 Osborn fraudulently said that my previous 1995 proceeding 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 plaintiff's land.
- At his paragraph 148 Osborn fraudulently said that it was that 1982 water supply to which I was denied access and he said it was that denial which formed the gravamen of my 1995 proceeding.
- At his paragraph 152 Osborn fraudulently said that in 1982 a reticulated potable water supply was provided to the cluster subdivision and then he fraudulently said it was denial of access to that water supply which was the basis of my actions.
- At his paragraph 154 Osborn fraudulently said that I submitted to him that a precondition to the grant of building permits was that my allotments be serviced by an approved reticulated water supply from the Water Board.
- At his paragraph 165 Osborn said that he had analysed my previous 1995 Statement of Claim and it adverted to the fact of the water agreement between WHRD and the Water Board.
- At his paragraph 166 Osborn says that the agreement between the Water Board for the supply of water to the whole of the Woodleigh Heights subdivision was made available to me on 15th April 1998 by the Water Board. --- Osborn then transcribed the terms of that agreement but he did not transcribed the overtly false and fraudulent recitals which fraudulently represented that WHRD was "owner or occupier" of the whole of CS1134 and that WHRD was defined as "the consumer".
- At his paragraph 167 Osborn preposterously fraudulently said that I submitted that the agreement was for the supply of water to the Woodleigh Land. (my submission was that the agreement was a fraudulent piece of paper.)

167 I accept the plaintiffs' submission that this is an agreement for the supply of (potable) water to the Woodleigh land.

- At his paragraph 169 Osborn said a letter written by me in August 1987 demonstrated my knowledge of the construction of the potable water supply pursuant to the Water Supply Agreement.

- Osborn then transcribed paragraphs 25, 27, 30 and 33 of my letter and which paragraphs do demonstrate my knowledge of the agreement and water supply.
- Osborn omitted to transcribe my paragraphs 31 and 32 which fall squarely between the paragraphs 30 and 33 maliciously chosen and fraudulently transcribed by him.
- The paragraphs fraudulently omitted by Osborn set out some of the Reasons why the Water Supply and Water Supply Agreement were unlawful. Those omitted paragraphs are copied immediately below. (that letter was printed by a 1978 Paper Tiger dot matrix printer, no below the line descenders, i.e. a lowercase "p" and "g" are all formed above the line.)

31. The agreement referred to in p30 is improper as it is between a private developer and the Water Board and totally abrogates the rights of the body corporate of the subdivision and the other owners of property within the subdivision.

32. The agreement referred to in p30 is unlawful as it provides for the supply of water to crown portion 41 and at the time of making the agreement crown portion 41 was entirely outside the waterworks district of the Kyneton Water Board and the agreement therefore required the approval of the Governor in Council and this approval was neither sought nor obtained.

- At his paragraph 170, in the face of the facts and omitted paragraphs known to him, Osborn then fraudulently said;

170 The August 1987 letter and the 1982 water reticulation agreement demonstrate that the firstnamed plaintiff was aware from at least August 1987 that a reticulated potable water supply was in fact provided for in 1982.

- The fact known to Osborn was that I knew and unequivocally set out that the so called water supply was nothing more than an unlawful water supply and did not and could not constitute a reticulated water supply at all and could not rise above and be anything other than an unlawful water supply.
- At his paragraph 172 Osborn then fraudulently said that my 1995 Statement of Claim was entirely consistent with the fact asserted at his paragraph 170..
- At his paragraph 181(d) Osborn said that I was aware of the fact of such potable water supply by the Water Board.
- At his paragraph 182 Osborn said that he had reached his conclusions from agreed documentary evidence.
- Osborn's fraudulent misrepresentations extend to fraudulently fabricated footnotes.
 - At his paragraph 71 Osborn said that the subdivider made application for cluster redevelopment This was evidently approved by the Council subject to augmentation of the water supply.
 - Osborn then made reference to a footnote which represents that that assertion by Osborn was from my oral submissions to him.
 - The facts however, known to Osborn were that I made no such submission. My submission at page 114 of the transcript of the second day before Osborn was that WHRD wished to develop a timeshare resort and at that time WHRD wished to augment the water supply and immediately following that, still at page 114 of the transcript, I said;
 - ... it was an unlawful water supply and no right to that water supply existed. Nobody had a right to it, it was simply unlawful.

Those fraudulent representations by Osborn were all contrived to convey the fraudulent notions;

- **That WHRD was "the developer"**
- **That WHRD, as developer, brought water to "the subdivision", "the estate"**
- **That the Water Supply Agreement was lawful.**
- **That the water supply from the Water Authority was lawful.**
- **That the water was provided to "the subdivision", "the estate", "to the cluster subdivision"**
- **That I/my land did not have water because of the benign reason that the supply (presumably the reticulation system) was not extended to my land.**

Each of those fraudulent misrepresentations and notions by Osborn were contrived for two reasons;

- **To fraudulently represent that the 1982 Water Supply Agreement and water supply were lawful and thereby deny and conceal that in 1988 Garde and Lonie conspired to deceive the Tribunal. Osborn thereby falsified my allegations against Garde.**
- **To fraudulently provide the appearance of grounds to find against me.**

Having fraudulently misrepresented the claim in my 1995 proceeding and having fraudulently represented that I knew that the potable reticulated water supply from the Water Authority and pursuant to the Water Supply Agreement was the legitimate water supply to the Woodleigh Heights land Osborn then fraudulently represented that the release in the 1995 proceeding was a release to the claim in the proceeding before Osborn.

- **At his paragraph 175 Osborn said that the release given in respect of the previous 1995 proceeding is a complete bar to the proceeding before him.**
- **At his paragraph 177 Osborn said that the claim before him "relates" to alleged failure to provide water supply to my land which formed part of the subject matter of the previous proceeding.**

Like Garde, Delany and Co, Osborn is nothing but a corrupt fraudster and like Garde, Delany and Co he manifestly conducts his overt fraud in surety he will be protected by his fellow judges and Attorneys General.

Exceedingly Significant. - Court of Appeal Justices Mandie and Neave deceive the people of Victoria.

As discussed above Justices Redlich and Beach of the Court of Appeal deceived the people of Victoria.

Justices Neave and Mandie acted in identical manner.

Garde, Burchell and Edward made application that I pay punishing indemnity costs. They relied on what they knew to be Osborn's fraud to say that my allegations were false and that I had vilified court officers and ought be punished. In Garde's written submission the grounds of their application for punishing costs included;

- **That I wrongly alleged that the 1982 Water Supply Agreement was unlawful and I alleged that the Council and Water Authority had made fraudulent misrepresentations. (a copy of Garde and Co's paragraph 12 is immediately below.)**

12. In relation to the Woodleigh Heights Land the Appellants alleged that when the Second Respondent entered into the January 1982 agreement with Woodleigh Heights Developments Pty Limited it acted unlawfully and with reckless disregard to the existence of any power under s 307AA(2) of the *Water Act* and with reckless disregard to the allotment owners in the cluster subdivision. The Appellants alleged that the Defendants made representations to them and to Australian Guarantee Corporation Limited that were false and made with the intention of causing harm to the Appellants in relation to the provision of water to the Woodleigh Heights land amounting to misfeasance in public office.

- That I wrongly vilified the Court and legal representatives and alleged misconduct by Osborn including that he had fabricated court orders, their paragraph 17 said;

17. Further, the Appellants' outline of submissions dated 22 August 2007 in opposition to the Respondents' application for security for costs heard on 5 September 2007 made further allegations of fraud, fraudulent concealment, vilification of the Court and legal representatives, alleged misconduct by Justice Osborn, mala fides, fabrication, fabrication of court orders by his Honour. Examples are set out and deposed to at paragraph 24 of Mr Edward's affidavit: see Exhibit "SME-64".

In my substantial 44 page written defence which was in fact a set of criminal allegations.

- At my paragraph 16(s) I set out and alleged the palpable fact that Osborn fabricated orders and sealed Authenticated Order documents.
- I then extensively set out the foregoing ineluctable reason as to why the 1982 Water Supply and Water Supply Agreement and water supply were unlawful.
- At paragraph 105 of my submission I said that the scheme of Osborn's Reasons had the apparently intended effect of;
 - Holding the 1982 Water Supply Agreement and Water supply as lawful.
 - Representing that the 1982 water supply was the only approved water supply.
 - Validating or holding lawful that the private company WHRD lawfully controlled the 1982 water supply and could withhold that water supply from me.
- At paragraph 106 I alleged that the scheme of Osborn's Reasons was precisely the scheme of the fraud of the Council and Water Authority.
- At paragraph 107 I alleged that the scheme of the fraud of the Council and water Authority was indistinguishable from the scheme of Osborn's Reasons.
- At my paragraph 108 and 109 I transcribed Osborn's paragraph 18 (see copy above) and i set out the ineluctable facts which Osborn's paragraph 18 flew in the face of;
 - The water supply was manifestly unlawful.
 - WHRD was not "the subdivider", it was merely another landholder indistinguishable from myself.
 - That the water supply was not supplied "to this subdivision". It was purportedly specifically supplied to the private entity WHRD.

- Had the water been supplied "to this subdivision" we would not be here today.
- At my paragraph 119 I said that having regard to the scheme of Osborn's reasons there are grounds for a belief that his reasons were not determined in error, they were determined for the purpose of the scheme of his Reasons for Judgment.
- At my paragraphs 123 to 126 with great detail I asserted and demonstrated the ineluctable fact that Osborn misrepresented my claim in the previous 1995 Woodleigh Heights proceeding.
- At my paragraph 127 I asserted the ineluctable fact that it was not possible to construe the claim of the previous 1995 Woodleigh Heights proceeding to be as represented by Osborn.
- At my paragraph 128 I set out the fact that having misrepresented the claim of the previous proceeding Osborn then asserted that the release in that previous proceeding includes the claim of the proceeding before him.
- I set out numerous other things including the above-described 1988 conduct of Garde and that Osborn's paragraph 18 served to ignore deny and conceal that 1988 conduct of Garde.

Justices Neave and Mandies fraudulently fabricated Reasons; contrived to deceive the people of Victoria.

My appeal to the Court of Appeal was not an appeal in the normal sense. My supposed appeal was in fact the making of most serious allegations as to criminal scam and sham conduct of Garde, Delany and Co and of Middleton and that Osborn had contrived his Reasons to deny and conceal that criminal conduct.

I abandoned that so called appeal as a result of the flagrant and ongoing fraud and misconduct of Garde, Delany and Co in full view of the silently complicit Court, I have discussed that aspect above.

My defence to the application before Justices Neave and Mandie was also the making of most serious allegations of criminal conduct by Osborn.

At paragraph 30 of their Reasons Neave and Mandie said that having abandoned my appeal I could not seek to contradict the judicial determinations that led to the summary judgment of Osborn.

Neave and Mandie were well aware that I was not seeking to contradict the judicial determinations of Osborn. They were fully aware that I was in fact making exceedingly serious criminal allegations as to the conduct of Osborn and it is manifest that Osborn's Reasons were not judicial determinations and he most certainly did not make any judicial determinations in respect of my criminal allegations against him.

The simple fact, known to Neave and Mandie was that they were fixed with precise and unequivocal allegations of criminality and they were possessed of the documentary evidence as to the truth of my allegations.

After having provided spurious reasons for averting their eyes to Osborn's criminality Neave and Mandie then relied on Osborn's overtly fraudulent fabrications as to my claims in the previous 1995 Woodleigh Heights proceeding proceedings. At their paragraph 30 Neave and Mandie said;

- As the judgment appealed from demonstrates, the claims made by me in the proceeding were the subject of full and complete releases contained in terms of settlement in earlier proceedings.

At the time of purporting to rely on that aspect of Osborn's fabrications Neave and Mandie were fixed with my precise allegations at paragraphs 123 to 128 of my submission to them and which paragraphs specifically detailed and alleged that the very thing which they were relying on was an overtly fraudulent fabrication. Neave and Mandie were in possession of the earlier Statement of Claim which Osborn overtly fraudulently and manifestly misrepresented.

On a very simple and ten minute reading of that earlier Statement of Claim Neave and Mandie would be aware of the truth of my allegations and that it was not possible to construe any part of that Statement of Claim as fraudulently represented by Osborn.

The simple fact is that while possessed of the evidence of the truth of my allegations Neave and Mandie provided spurious reasons for averting their eyes to Osborn's overt criminality and to the evidence of that criminality. It

may well be, and it would not surprise me, that they did read that earlier Statement of Claim and then fabricated their Reasons in full knowledge of Osborn's overt fabrications.

Very significantly. At their paragraph 25 Neave and Mandie set out the fact of my allegations against Osborn and particularly my allegation that Osborn's Reasons were fabricated.

- Neave and Mandie then said These and similar allegations must be regarded as both unfounded and scandalous.

The fact is that at the time of making that assertion Neave and Mandie were fixed with my detailed particulars of Osborn's fabrications and they were fixed with possession of the documents and the law on which my allegations were well founded.

Neave and Mandies assertion that my allegations must be regarded as unfounded were only true to the extent that they remained wilfully blind to the founding evidence which they held in their hands.

Neave and Mandie then ordered that I pay punishing indemnity costs to the scammers and fraudsters.

Corrupt Judges of the ilk of Neave and Mandie provide the surety that nourishes, emboldens and protects criminal scammers of the ilk of Garde, Delany and Co and corrupt judges of the ilk of Osborn who pervert the course of justice to the extent necessary to protect the criminals and display the sham appearance of justice to the people of Victoria. .

Damn fraudsters.

The Government will need to retain a squadron of Zimbabwean Judges to lift the standards and review the judgments of the crooked judges of Victoria,

The scheme of Osborn's fraudulent reasons in respect of Woodleigh Heights.

As discussed below Garde, Delany and Co also ran a scam and sham summary dismissal application in respect of the Woodleigh Heights claim.

Middleton also ran a scam and sham defence.

In my written defence to Osborn I alleged that Garde, Delany and Co did not and could not hold a belief as to their submissions and I made similar allegations in respect of Middleton.

More seriously I alleged that Garde was a serial offender and that his corrupt conduct in the 1988 Tribunal hearing led directly to the hearing before Osborn in that if Garde had not deceived the Tribunal then the fraud of the Council and Water Authority in respect of Woodleigh Heights would have been at an end and my losses in respect of Woodleigh Heights would not have occurred.

During an adjournment in the hearing Garde and Osborn met with or otherwise communicated with each other and conspired with one another to have Osborn fraudulently fabricate his reasons to conceal the 1988 conduct of Garde

As demonstrated below, following that adjournment Garde and Osborn performed a choreographed charade where prompted by Osborn Garde and Osborn purposefully put a number of things necessary to scheme agreed to by them into the transcript.

Osborn then fraudulent fabricated his reasons exactly according to the scheme agreed between him and Garde and substantially in accord with the things purposefully put into the record.

The scheme of Osborn's reasons was to legitimise those things which caused or contributed to my loss and damage.

My losses in respect of Woodleigh Heights were due to;

- The conspiracy and fraud of the Council and Water Authority.

- The 1988 corrupt conduct of Garde and his then co-conspirators.
- That MCL/Esanda/ANZ sold my land in full knowledge of the fraud and where the circumstances and sale price reflected the fact of the fraud.

In conspiracy with Garde, Osborn's reasons were contrived to conceal and deny each component.

To facilitate understanding of the scheme of Osborn's reasons I first detail the background and then the intricate detail of the 1988 conduct of Garde and his conspirators and the 1989 conduct of MCL/Esanda/ANZ when my land was sold.

The Genesis and thirty six years of fraud;

The fraud of General Credits Limited/Australian Guarantee Corporation, the Council and Water Authority, Mercantile Credits Limited/Esanda, the scam and sham of Garde, Delany and Co and of Middleton in respect of Woodleigh Heights and the scheme of Osborn's fraudulent reasons.

Background;

- In 1979 four close friends and business associates were account customers of my service station at Whittlesea, they were Dr, Bruce Reid, now of Essendon football club fame or infamy, Dr John Tickell, who is now a world famous author, TV personality and speaker, Bill Scott who became president of the Pharmacy Guild of Australia and the absolutely corrupt criminal Kenneth Raymond Buchanan who at that time was president of the Shire of Whittlesea
- I think it probable that Reid, Tickell and Scott were also duped by Buchanan.
- Buchanan used the company Parkvalley P/L to get a planning permit related to the Tylden Rd land and without the knowledge and consent of the then owners.
- Buchanan then duped those owners, Bill and Bertha Davis out of a present day value of about \$3,000,000. Bill Scott was a director of that company but I am sure that Bill Scott had no idea of the use Buchanan was putting that company to. Details are on my website in the Video "Bill n Bertha Duped by the Council, Water Authority and Buchanan"
- In 1979 Buchanan owed me a substantial amount for petrol and maintenance on his Mercedes Benz 450 SEL but he could not pay.
- Buchanan suggested that he would teach me the art of property investment and that he would use his debt to me as part settlement for me to purchase some land from him. I agreed, more to save him embarrassment than anything else.
- In November 1979, by two year vendor terms contract, I purchased 10 of the CS1134 Woodleigh Heights allotments from Buchanan.
- Buchanan assigned that contract to General Credits Limited ("GCL"), Reservoir branch whereupon GCL became vendor in lieu of Buchanan.
- By about September 1980 Buchanan wished to repurchase that Woodleigh Heights CS1134 land to develop a timeshare resort on CS1134.
- At that time Buchanan said that if I purchased the Tylden Rd lots from him he would then repurchase the Woodleigh Heights CS1134 land from me.
- Buchanan had his mate, John Muscat, Manager of the Thomastown branch of the then CBA Bank, finance the purchase of the Tylden Rd land.
- Buchanan did not repurchase the Woodleigh Heights CS1134 land from me.

- Buchanan's failure to repurchase resulted in him loading me up with a present day equivalent of more than \$2,000,000 of debt and on the face of it he expected to get the Woodleigh Heights land back on my default on the vendor terms contract.
- **I was not concerned because I had learned that one of my blocks, Lot 28, was essential to the first stage of Buchanan's proposed Timeshare Resort.** In my mind I was assured that Buchanan must repurchase my land as agreed.
- Part of the Tylden Rd land was a block which supposedly had been divided into six industrial allotments.
- John Muscat valued those six purported industrial properties at such a value that he advanced \$45,000 against them.
- The reality however was that those allotments never existed and I had in fact been sold a block of land worth a then value of about \$5,000 or 1/9th of what I paid. (it was that land which became the subject of the fraudulent rates claim described above.)
- John Muscat subsequently became a Director of Buchanan shyster companies.
- Buchanan was so self assured of my default that by contract dated 12th August 1981 he contracted to sell my lot 28 block to WHRD.
- At that time Lot 28 remained subject to the contract of sale to me and remained assigned to GCL.
- It appears that Bill MacLean, the Manager of GCL reservoir was also self assured of my default.
- Bill MacLean and GCL were intimately involved with Buchanan and were, at least in part, financiers to Buchanan's various property developments and were to provide consumer finance for the sale of timeshares.
- While Lot 28 remained subject to the contract to me and remained assigned to GCL Bill Maclean executed a partial release of caveat in respect of my Lot 28 which Buchanan had sold to WHRD and then Maclean handed that partial release of caveat and the duplicate certificate of Title to Buchanan's solicitors, PS&R.
- **By Transfer of Land dated 16th December 1981 Buchanan sold my Lot 28 and nine others to WHRD.** At that time Lot 28 remained subject to the contract to me and remained assigned to GCL.
- GCL, at least in part, financed that fraudulent sale. The Transfer of Land instructed the Titles office to release to GCL some of the Titles subject to that transfer of land.
- At that time my contract which had been assigned to GCL was due for settlement. I had applied to GCL for refinancing.
- That refinancing would settle the contract which was assigned to GCL. That finance was to be secured by first mortgage on all the ten blocks including the by then missing lot 28.
- Because Bill MacLean had disposed of my Lot 28 GCL could not transfer the ten lots to me and could not settle the contract with me and therefore could not approve my application for refinance.
- In early 1982 Bill MacLean/GCL necessarily refused refinancing.
- Buchanan and Bill MacLean expected that refusal to result in my default and that Buchanan would then recover all ten blocks (remaining nine in fact).
- By that refusal of refinancing MacLean and Buchanan expected to conceal the double dealing in land.
- I put a spanner in their well laid plans because I immediately arranged refinancing with my bank.
- The boot was therefore fair and square on the other foot. GCL could not perform on the contract.
- To conceal the double dealing MacLean immediately offered me refinancing on advantageous Terms.

- MacLean said;
 - Because Buchanan would soon repurchase my Lot 28 GCL would refinance me by using the other nine lots as security .
 - I could then retain the entire proceeds of the sale of Lot 28 when Buchanan repurchased.
- GCL then approved refinancing to be secured by first mortgage over the other nine blocks.
- At the time of approving that refinancing GCL was well aware that it could not settle that refinancing because my Lot 28 was missing and GCL could not settle the contract with me.
- That sham and scam approval of refinancing brought time for GCL, Buchanan and PS&R. It may be that Buchanan had an arrangement with GCL that he would go through the motions of repurchasing. I have no idea what background schemes they had cooked up to conceal their corrupt and criminal conduct.

The Water Authority and Council become involved.

As discussed above, by transfer of land dated 16th December 1981 Buchanan fraudulently and criminally sold and transferred my lot 28 to WHRD.

The solicitors Palmer Stevens & Rennick acted for Buchanan and WHRD in that sale and PS&R filed the partial release of caveat and the transfer of land with the Titles Office.

PS&R were also solicitors for the Council and Water Authority.

Palmer Stevens & Rennick drafted the fraudulent Water Supply between WHRD and the Water Authority.

That agreement was entered into fifteen days after the fraudulent sale of my lot 28, on 1st January 1982.

Palmer Stevens & Rennick and WHRD and the Water Authority knew all of the things set out above and were each manifestly aware that that Water Supply Agreement and proposed water supply were fraudulent in nature and unlawful in every imaginable respect.

There were two corrupt purposes to that Water Supply Agreement.

- Buchanan and PS&R needed to ensure that I was unable to sell my allotments. Obviously any sale by me would expose the fraudulent release and sale of Lot 28.
- On 21st November 1980 the Council secretly and improperly approved a Planning Permit permitting the re-subdivision of each of the existing Woodleigh Heights allotments into three smaller allotments. The size of those allotments breached the Council planning policy in the hands of individuals such as myself.
- That Planning Permit was issued on the secret and unlawful condition or proviso that the yet to be incorporated but proposed Timeshare company acquire all of the lots within CS1134.
 - The fact of that secret and unlawful proviso is recorded in;
 - Letter dated 20th February 1985 from the Water Authority's engineers, Garlick and Stewart, to the Water Authority
 - The Water Authority's minutes of 6th March 1985.
 - Letter dated 29th October 1985 from WHRD to the Water Authority.
 - Confidential memo dated 18th January 1989 from the Council CEO, Graeme Wilson to all Councillors.
- The fact of that secret and unlawful proviso is also to be implied from the conduct of the Council and Water Authority in the period 1984 to late 1989 when the Council and Water Authority conspired with one another to fraudulently and maliciously render my land useless and valueless to any entity other than WHRD. (my land was sold by my mortgagee in 1989).

- That secret and unlawful proviso wrongly anticipated that the yet to be incorporated Timeshare company would have the financial capacity to acquire all of the allotments.

In April 1982 I discovered the fact of the criminal and fraudulent sale of my Lot 28.

By that time Bill MacLean and GCL had been making endless excuses as to why settlement of the refinancing had not occurred. Upon discovering the crooked sale I knew the truth.

As discussed above I told Buchanan and Palmer Stevens and Rennick that I would report them to the Police. They then threatened me with violence and bankruptcy and the coordinated and purposeful fraud by the Council and Water Authority then began.

GCL was taken over by Australian Guarantee Corporation and GCL/AGC and I were locked together, as is obvious GCL/AGC could not settle the approved refinancing .

As discussed above, within days of Buchanan's threat and without resolution of Council and of his own volition the Shire Secretary, Stan Porter, fraudulently represented that I was liable to construct the Roads to the Tylden Rd subdivision.

A manifestly known and foreseeable effect of that demand was to place extreme financial pressure on me with the probable result that I would not be able to somehow refinance and take title to the remaining nine lots.

GCL/AGC, Buchanan, PS&R and the Council had complimentary need to place financial pressure on me to ensure that Buchanan re-acquired my land or WHRD somehow acquired my land.

Each and every Councillor and each and every Water Authority member became criminally involved.

Each Councillor and each Water Authority member became intimately aware of the manifest fraud which was occurring with their authority. Some detail of their intricate knowledge is set out below.

I do not propose to clutter this document with the extensive details of the ongoing fraud by the Council and Water Authority however an instructive and informative video is on my website. That video demonstrates resolutions of the Water Authority and the Council which were known and intended to be fraudulent. That video is entitled "Macedon Ranges Council and Coliban Water Fraud by Resolution".

At those times I was well aware of the flagrant fact that the Water Supply Agreement was fraudulent and unlawful and I was aware that the water supply itself was unlawful and that no right to that water existed at all.

I therefore could not sue for access to what was a manifestly unlawful water supply and because the subdivision was outside the gazetted Urban District no right to any water supply from the Water Authority existed at all.

The manifestly obvious fact was that building permits were available to my land when I had purchased and the Council had issued a number of building permits before the existence of the crooked water supply.

My task was to ascertain the legal status of the subdivision at the time that it was approved and when I entered into the contract to purchase my land in 1979.

The Council refused me access to the Council files and the amateur Ministerial inquiries didn't bother to look.

My first clue as to the initial legal status of the cluster subdivision came in 1988 when Major General Justice Greg Garde conspired with Ian Lonie and WHRD and the Council and Water Authority to deceive the then Administrative Appeals Tribunal.

The overt malicious corrupt conduct of Mercantile Credits Limited/Esanda/ANZ Bank and agents and the overt and extremely malicious scam and sham of Major General Justice Greg Garde when he was a mere criminally corrupt and malicious scamming and shamming junior barrister. (Mercantile Credits Ltd was acquired by Esanda in April 1989. Esanda was a wholly owned subsidiary of ANZ Bank. In 2009 Esanda became a division of ANZ Bank. - ANZ Bank presently holds all rights and liabilities of Mercantile Credits and of Esanda.)

This part is particularly serious.

As demonstrated further below, Justice Robert Osborn specifically contrived his Reasons to conceal and deny the following instance of the malicious and criminally corrupt conduct of Major General Justice Greg Garde.

Court of Appeal Judges Neave and Mandie also specifically contrived their Reasons for the identical purpose and to thereby also deny and conceal the criminal conduct of Osborn from the people of Victoria.

Summary;

- **MCL/Esanda** were mortgagees of my Woodleigh Heights Land and were absolutely aware of the flagrant aspects of the fraud and conspiracy of WHRD, the Council and Water Authority in conspiracy with WHRD.
- The solicitor John Norman Price was solicitor for MCL/Esanda and was acting for MCL in respect of my default with MCL.
- Secret from me but with the knowledge and consent of MCL/Esanda and with irreconcilable conflict of interest Price was also solicitor for the known fraudster WHRD.
- In 1988, while acting as solicitor for WHRD, Price maliciously and corruptly conspired with the then Lieutenant Colonel Greg Garde, WHRD, the Council, the Water Authority and the solicitor for the Council and Water Authority, Ian Lonie, to conduct scam and sham proceedings and overtly deceive the then Victorian Administrative Appeals Tribunal.
- Garde and his co-conspirators fraudulently representing that WHRD had a legal and enforceable Water Supply Agreement with the Water Authority and that the Agreement was for supply of water to "the estate" and that WHRD, as developer, controlled the reticulation system and water supply within "the estate" being the Woodleigh Heights Cluster Subdivision, including to my land.
 - Those things are exactly repeated at Osborn's paragraph 18 which I have discussed above.
- By that fraud and scam and sham proceeding and while acting with the knowledge and consent of MCL/Esanda Price and Garde knowingly, corruptly, fraudulently and maliciously perpetuated the flagrant fraud of WHRD, the Council and Water Authority.
- In 1989, in knowledge of the fact of and demonstrated effect of the fraud MCL/Esanda/ANZ sold my land to a company controlled by the children of Buchanan. The sale price was commensurate with the object of and demonstrated effect of the flagrant fraud, namely that my land was denied a water supply and building permits and was rendered valueless and unusable and unsaleable to anyone other than the Timeshare company or associates.
 - By that time each of my remaining nine lots had been re-subdivided into smaller lots.
 - That re-subdivision occurred in 1985. As Mortgagees MCL/Esanda/ANZ consented to that re-subdivision.
 - In 1989 MCL/Esanda/ANZ were mortgagees of 18 allotments.
- MCL/Esanda/ANZ did not advertise my land for sale, did not hold an auction and made no attempt to sell to anyone other than Buchanan's children and made no attempt at all to maximise offers.
 - The only real question is whether MCL/Esanda/ANZ chased Buchanan's children or did those children contact MCL/Esanda/ANZ. Both had intimate knowledge of the ongoing fraud.
- The company of Buchanan's children was "Deckwood P/L"
 - On the face of it Deckwood was incorporated or enlivened for the sole purpose of the sale and to conceal the true nature of the sale, that is to conceal that Esanda sold my land to associates of the fraudsters.
 - Deckwood was registered or enlivened on 7/9/1989 (ACN 007 300 414)
 - The solicitor Jame Stanton Lewis was appointed director on 15/9/89

- Buchanan's daughters, Corrine Jenny Normington and Josephine Buchanan were both appointed on 15/9/89
 - Jame Stanton Lewis was also a director of a Buchanan Timeshare related company, Vacation Ownership Resorts Limited and a director of a sham and scam so called property trust by the name of Vacation Property Trust which was managed by Vacation Ownership Resorts.
 - MCL/Esanda/ANZ sold my land to Deckwood by contract dated 31/10/89. i.e. 15 Days after Deckwood was incorporated or enlivened.
 - Due to the fraud known to both parties MCL/Esanda/ANZ sold my lots at \$7,500 each
 - That sale was completed by Transfer of Land dated 19/2/90
 - Immediately on transfer my allotments became entitled to the unlawful water supply and building permits. i.e instantly increased in value by 300% to 400%
 - For the purpose of the timesharing scheme operated by the Buchanan companies it was necessary to divide each of what were my allotments into so called "share interests"
 - For those of my allotments which were to be immediately timeshared by documents dated 27/4/90 application was made to the Registrar of Titles to issue 102 so called "share interests" in lieu of each of the then existing Certificates of Title.
 - All of what were my allotments then became subject to a 99 year lease to Club Kirribilli Limited who by that time was the successor Timeshare company to WHRD.
 - Club Kirribilli then built a \$25,000 (1990 dollars) house on at least some of the lots and then sold the 102 so called share interests at about \$10,000 each for a total of about \$1,000,000 for the 102 share interests in each lot.
 - Each of those so called "share interests" entitled the purchaser to 1 week of occupancy biannually.
 - So \$7,500 land plus \$25,000 house = \$32,000 then sold by Club Kirribilli for \$1,000,000.
 - The lease was dated 2nd July 1990, Corinne Jenny Normington was a signatory to the lease.
 - So the fact is that for a measly \$135,000 Deckwood purchased property with a potential value of \$18,000,000 once cheap houses were built on them and so called "share interests" were issued.
 - Happenstance????? -- Not likely.....
- Timesharing is second only to scam yabbering in court as the greatest scam ever invented.
 - John Norman Price acted for MCL/Esanda/ANZ in that sale.
 - The circumstances of that sale were overtly fraudulent.
 - MCL/Esanda/ANZ did not advertise my land for sale because they knew well that the fraud was ongoing and one cannot advertise or offer useless, valueless and unusable land for sale and particularly cannot when one knows that it is subject to an ongoing fraud.
 - Deckwood was not an arm's length purchaser.
 - MCL/Esanda/ANZ and Deckwood were both well aware of the ongoing fraud and both were well aware that the sale price reflected the fact of that fraud.
 - The fraudulent and unlawful Water Supply Agreement and the fraud were or constituted real encumbrances and impediments affecting the common property and my allotments.

- The answers provided by MCL/Esanda/ANZ to the requisitions and inquiries of Deckwood were not true.
 - The Water Supply Agreement and ongoing fraud constituted an unregistered charge or encumbrance or impediment to the use and enjoyment of the land.
 - MCL/Esanda/ANZ and Deckwood were each well aware of that Water Supply Agreement and its fraudulent effect and that the agreement and the fraud were an encumbrance and impediment.
 - MCL/Esanda/ANZ dishonestly responded to the enquiry and said it was not aware of any such encumbrance.
- The vendors statement pursuant to section 32 of the Sale of Land Act was not true.
 - I repeat my comments in respect of the requisitions.
 - The section 32 Certificate refers to the Tribunal proceeding
- **MCL/Esanda/ANZ and Deckwood were each well aware that the sale to Deckwood consummated the fraud which MCL/Esanda/ANZ were well aware of.**
- **For a few dollars MCL/Esanda/ANZ knowingly consummated that fraud and compromised the wellbeing of my family.**
- **Ultimately Osborn's fabricated Reasons co-incidentally and necessarily concealed the conduct of MCL/Esanda/ANZ**

The circumstances precedent to the sale were that after the Tribunal hearing MCL/Esanda/ANZ got a market opinion from the property valuer G. D. Sutherland.P/L.

That market opinion was that my allotments were essentially valueless and the reasons was because of the unsolvable problems associated with provision of services. (that is water.)

That ongoing problem with the provision of services was the ongoing fraud which was entirely as consequence of the perjury of Price, Garde and Lonie etc. **Little wonder Esanda didn't advertise my land for sale or hold an auction.**

The simple fact is that if the Tribunal was aware of the facts known to Price, Garde, Lonie and the Council and the Water Authority the fraud would have been at an end and the Woodleigh Heights circumstances would necessarily have been legitimised either by reverting to the circumstances prior to the existence of the fraudulent water supply agreement or by legitimising the agreement and water supply.

A copy of the Market Opinion from G. D. Sutherland is on the following page.

12th October, 1988.

Mr. Graeme Miller,
Mercantile Credits Limited
By fax to 267-2696.



Dear Sir,

Re: Woodleigh Heights Estate, Edgecombe Road, Kyneton.

Further to our previous report dated 13th September, we now confirm our verbal advice that it is our opinion, noting the complications of services, roadways and accessways associated with the relevant allotments, that a realisable value of individual allotments under forced sale conditions is in the range of \$5,000 to \$6,000 per lot.

You will appreciate that the problems associated with the provision of services is extensive and at this stage, possibly unsolvable. This will obviously have an effect on value.

We again confirm our previous advice that it is our opinion that the most satisfactory method of disposing of these allotments, noting the legalities of the mortgagee in possession, is by public auction under the heading of a mortgagee's auction.

We trust this is adequate for your requirements at this time.

Yours faithfully,

A handwritten signature in dark ink, appearing to read "G. D. Sutherland".

G. D. Sutherland

The far more heinous and malicious details of the conduct in and circumstances of the Tribunal hearing.

- MCL/Esanda were mortgagees of my Woodleigh Heights land in the period January 1984 to 1990.
- The contracts of sale for my Woodleigh Heights land were current when MCL/Esanda became mortgagee.
- Later in 1984 WHRD defaulted on those contracts and then threatened that water and buildings permits would be denied to my land and my land rendered worthless if I attempted to sell to anyone other than WHRD.
- In criminal conspiracy with WHRD the Council and Water Authority then gave effect to that fraud by representing that WHRD owned and operated the water supply and by intervening to frustrate and prevent my attempts to sell.

- At all material times MCL/Esanda were completely and absolutely aware of the fact of and the then known flagrant aspects of that heinous conspiracy and fraud.
- MCL/Esanda were well aware that the fraud and conspiracy had caused me to default on my payments to MCL/Esanda. MCL/Esanda were thereby also victims of that fraud and conspiracy.
- In 1987 the solicitor John Norman Price had conduct of my default with MCL/Esanda and I was required to and did communicate ongoing details and progress of resolution of the fraud to him.
- In 1987, with the knowledge and consent of MCL/Esanda and with irresolvable conflict of interest John Norman Price was also solicitor for the criminal fraudster WHRD.
- MCL/Esanda and John Norman Price concealed from me the fact that Price was also solicitor for WHRD.
- At that time WHRD was failing and the Council had refused planning permits for WHRD to convert some of its timeshare designated land to ordinary residential use and WHRD was intending to appeal to the then Victorian Planning Appeals Tribunal.
 - That refusal by the Council was in exact accord with the secret and unlawful condition or proviso to the 1980 Planning Permit as discussed above.
- As required, I reported to Price and told him of my intention to appear at that Tribunal hearing and make submission as to the fraud and that the Water Supply Agreement between WHRD and the Water Authority was unlawful.
 - I told Price that my purpose was to have the Tribunal declare that the Water Supply Agreement and water supply were illegal.
 - I told Price that my intention was force a return to the circumstances when I purchased my land in 1979 or to force the cancellation of the Water Supply Agreement with WHRD and have it replaced with an agreement with the Body Corporate.
- On 22nd December 1987, on purported behalf of MCL/Esanda, for malicious ulterior purpose, John Norman Price swore a prima facie false affidavit and obtained Supreme Court Orders giving possession of my Woodleigh Heights Land to MCL/Esanda. (details of false affidavit below).
 - There was no legitimate reason for seeking or obtaining those orders. Because of the ongoing fraud MCL/Esanda could not reasonably sell at that time and had no intention of selling at that time, additionally the land was vacant and no rents were receivable and if MCL/Esanda wished to sell they could have done so and could give vacant possession without the court orders and without taking court ordered possession. The Order for Possession changed nothing.
 - The demonstrated and malicious ulterior purpose for Price taking possession becomes obvious below.
- I then quite fortuitously learned that Price was also solicitor for WHRD and that he had been retained to conduct the forthcoming Tribunal appeal for WHRD.
- When I put that fact to Price he refused to confirm or deny it..
- I told Price I could not deal with him further and I then complained loudly to MCL/Esanda.
- In February 1988 I had a meeting with Price and Mr. Des Smyth of MCL/Esanda. At that meeting I told MCL/Esanda of my intention to appear and purpose of appearing at the Tribunal hearing and I put the self evident immutable fact that there was an irreconcilable conflict of interest and that Price Could not act in the interest of both MCL/Esanda and WHRD.
- The self evident palpable fact , known to me and Price, was that the appeal of WHRD could not succeed in the absence of a lawful water supply to the allotments which were the subject of the appeal and Price was well aware that the Agreement and supply were unlawful and had been used for fraudulent purpose.

- Des Smyth advised me to the effect that Price had satisfied him that he was acting in the interest of MCL/Esanda.
- I then served Price, as solicitor for WHRD, and the Council and Water Authority and the Tribunal with an advance copy of my proposed submissions to the Tribunal.
 - My submission set out that the water supply was outside the gazetted Waterworks District and did not have the consent of the Governor in Council and reasons why the Water Supply agreement was unlawful but in particular the self evident fact that in purported pursuance of the Agreement WHRD had usurped control of the common property.
- Having been forewarned of my intended submissions;
 - Price and Garde prepared fraudulently false written counter submissions. Under instruction from WHRD and Price Garde's written submission fraudulently said;
 - That the Water Supply Agreement was lawful and enforceable.
 - That the agreement was for the supply of water "to the estate"
 - That pursuant to the agreement WHRD was responsible for the reticulation system.
 - Under instruction from the Council and Water Authority the solicitor Ian Lonie prepared a written submission which fraudulently;
 - Set out a schedule of stages of development of the Woodleigh Heights land since 1976.
 - Represented that WHRD was developer of each of those stages since 1976
- As stated above, the Water Supply Agreement fraudulently represented that WHRD was "owner or occupier" of the whole of the Woodleigh Heights land. At the time of the hearing, on the facts known to the Tribunal, WHRD did not either own or occupy the whole of the land and the terms of the agreement were patently not presently true and on the face of it Price and Garde's representations were false.
 - Price himself had acted to take possession of my land and he was personally abundantly intimately of the fraudulent nature and representations of the agreement.
- The only fraudulent option open to Price and Garde was to fraudulently lead the Tribunal to believe that the terms of the agreement were once true and were true when the agreement was entered into.
- As demonstrated above, at page 5 of his written submission Ian Lonie, fraudulently represented that WHRD had been developer of the land since 1976 and that representation included an implied representation that WHRD was previously "owner or occupier" of the whole of the Woodleigh Heights land.
- Price and Garde could only have made their flagrantly fraudulent misrepresentations in surety that Lonie would corruptly and fraudulently provide the necessary verisimilitude.
- By its specific and unequivocal terms the Water Supply Agreement was not an agreement to provide water to "the estate" but was instead, to the absolute exclusion of "the estate", an agreement to provide water to land owned by WHRD who was specifically defined as "the consumer".
- Price and Garde's fraudulent representation that the agreement was an agreement to provide water to "the estate" was intended to deceive the tribunal into a belief that potential purchasers of the allotments which were the subject of the appeal would have a lawful water supply.
- At the time of fraudulently representing that the agreement was for the supply of water to "the estate" Price and Garde were absolutely aware that my allotments were part of "the estate" and that MCL/Esanda/Price had taken possession of my land as a consequence of my default which was a result of the fact that I/my land which was part of "the estate" did not have access to water and dependant building permits..

- Price and Garde represented me to be a former owner and that my land was under the control of the mortgagee. That representation was only true as a consequence of the fact that MCL/Esanda/Price took possession of my land.
- As demonstrated above, in its written Reasons the Tribunal said that WHRD had been developer since 1976 and that "the estate" was provided with water pursuant to an agreement between WHRD and the Water Authority and that WHRD was responsible for the reticulation system.
- The Tribunal also referred to the fact that I had made submissions and referred to me as a former owner. The Tribunal entirely disregarded my truthful and factual submissions.
- The only beneficiary of MCL/Esanda/Price taking possession of my land was WHRD. The appeal was successful and the Tribunal ordered that the planning permits issue to WHRD.
- Entirely as a consequence of the malicious, fraudulent and criminal submissions of Price, Garde and Lonie the flagrant fraud against me and my family was knowingly and maliciously perpetuated.
- Present at the hearing were the Chairman of WHRD, Brian Murphy, the Council CEO, Graeme Wilson, the joint secretary to the Council and Water Authority, David Parkinson and of course Price, Garde and Lonie. Each and every one of those persons were aware that each and every substantive representation made to the Tribunal was false and designed and intended to conceal the flagrant fraud known to each of them.

MCL/Esanda/ANZ and Price sold my land two years after taking Court ordered possession.

- I have sufficiently described the circumstances of the sale in the above summary.
- MCL/Esanda/ANZ and Price did not take possession of my land for the purpose of imminent sale.

The prima facie false affidavit of John Norman Price.

- By mail Price served the summons seeking orders for possession of my Woodleigh Heights land
- The franked date on the envelope was Friday 11th December 1987. The date of service in the ordinary course of the mail was therefore Monday 14th December.
- For obvious reasons I intended to defend that application. Under the Court rules time stand still during the Christmas break so I had until after Christmas to file my notice of appearance with the Court.
- I nevertheless attended the Court on 23rd December to file my notice and to my surprise I found that Judgment had been entered against me on 22nd December, long before judgment could lawfully be made.
- I checked the court file to find that Price had sworn an affidavit which said that he had served the summons on me by mail of Wednesday 9th and posted at the 367 Collins Street Melbourne Post Office.
- I attended that Post Office and noticed a large sign which required franked mail to be bundled and handed in at the counter. (I have the 1987 photographs)
- I enquired as to the possibility of an incorrect date;
 - The then postal clerk, Ms Debbie Morris, said, "we check all franked mail and alter the date in red if incorrect."
 - The then Postmaster, Mr. Brian Sheehan, emphatically said "the date on the envelope is the day it was posted and that's the end of it".
- I complained to the Law Institute, Price represented that he personally franked and posted the envelope late in the day and that the office girls must have accidentally advanced the date of the franking machine by two days before going home. Price further said he had file notes.
- Predictably, the Law Institute preferred the prima facie false rendition of John Norman Price rather than the clearly legible date on the envelope and the advice of the Post Master and the Mail Clerk and the large sign at the Post Office.

- I merely note that crooked solicitors can and do fabricate file notes and I note that there is a very troubling consistency in lawyers and judges protecting one another and perverting the course of justice for that purpose. On the face of it the lawyers trade union, the so called Law Institute, protected Price.
- I further note that if the possibility of incorrect or fabricated mail dates exists the legal system falls over.
- In Passing, a further note on lawyers protecting corrupt lawyers.
 - I also complained to the law institute that Price had acted with a conflict of interest. My specific allegation was that the conflict of interest was in acting for WHRD while acting for MCL/Esanda.
 - The Law Institute responded and twisted the facts and my complaint. The Law institute said that no conflict existed because price was acting with the consent of MCL/Esanda and had no duty to me while acting for WHRD. The Law Institute transparently protected Price in the tried and true method of lawyers. Misrepresent the facts. Whether or not he had the consent of MCL/Esanda the ineluctable fact was that there was an irreconcilable conflict of interest and my complaint did not allege or imply that he had a duty to me.

Scam on scam.

- Garde ran a scam case which depended on the fraudulent misrepresentations of Lonie.
- Lonie brought a scam case in that all Lonie had to do to win was to put the fact known to him that WHRD did not have a lawful water supply or Water Supply Agreement and that the prospective purchasers of the allotments the subject of the appeal would not have a lawful water supply.
- Lonie did not run the case known to him. With the knowledge and connivance of the Council and Water Authority Lonie ran a scam case which supported Garde's scam case and which perpetuated the fraud.
- The probability is that Lonie and the Council and Water Authority ran their flagrant scam case in knowledge that the fraud would remain on foot and that fraud affected all the land in the subdivision. Therefore WHRD would not be able to sell its land on the open market to purchasers with a competent solicitor and that Buchanan's company would acquire the land and that is exactly what did occur and the secret and unlawful proviso remained intact. WHRD was foisted on its own petard. Lonie may well have out-scammed Garde, the greater probability is that Garde was well aware and he in fact scammed WHRD.

The malicious, sociopathic and mercenary nature of the scam 1988 conduct of the now Major General Justice Greg Garde.

- In 1988 Garde was a junior barrister with a young daughter, Catherine, who appears to be about the same age as my daughter. At that time approximately 10 years old.
- Garde brought his scam case for the purpose of getting his face in court and scamming some moolah, probably enough to keep his daughter in private school for a week or so.
- At the time of conspiring with WHRD, Price and Lonie Garde was well aware of the extreme and flagrant fraud against me and my family and was well aware that his overtly fabricated scam case would perpetuate that fraud and would foreseeably lead to my family suffering very substantial loss, including, foreseeably, the loss of our family home.
- We did lose our family home and my children suffered loss of opportunity and years of deprivation.
- My children paid an exceedingly high price for a few days private school for Garde's daughter.
- Garde is a serial scammer and malicious fraudster, as demonstrated in this document, in further scam proceedings Garde flagrantly conspired with other crooked lawyers to bring scam proceedings and fraudulently fabricated documents and he was party to false affidavits and far worse.

- The real question is how many families suffered at the hands of Garde, how many children paid for his daughters education?, did anyone commit suicide in despair?
- Such malicious conduct is a repugnant anathema to my notion of humanity and morality. It appears to me that persons of the ilk of Garde must be sociopaths, they are certainly devoid of humanity and morality.
- As demonstrated in this document, Major General Justice Greg Garde is a serial malicious criminal and is not and never was a fit and proper person to be appointed a solicitor, barrister or judge and he must be removed from office and incarcerated.
- The Court and the Attorneys General are aware that they are protecting a malicious criminal, Garde.

Garde's 1988 conduct was also specifically set out in the material which I referred to the so called anti corruption commissioner. The commissioner personally refused to investigate.

The fact of the ongoing fraud as a direct consequence of the criminal conduct of Price, Garde, Lonie and the Council and Water Authority.

A few pages previous to this I included a copy of a market report by G.D. Sutherland and dated 12th October 1988.

In 1992, after the fraudulent sale of my land, I obtained a report from G. D. Sutherland addressing the basis of their 1988 report.

That report exactly set out the circumstances of the ongoing fraud as the basis for their 1988 report.

On the following page is a copy of G. D. Sutherland's letter to me and following that I set out relevant extracts from their extensive report.

(Our Ref: SANDV02)

Real Estate Consultants and Valuers

24th April, 1992

Mr. Glenn A. Thompson
4 James Street
WHITTLESEA VIC 3757

By Fax: 716 2687

Dear Sir,

RE: Valuation - Woodleigh Heights Estate, Kyneton

We refer to your letter of 15th April, 1992, and have noted the contents therein. Our instructions in this matter were provided by Esanda Finance Corporation Limited, and we have forwarded a copy of your letter to them. You will appreciate that we have an obligation of confidentiality to our client in respect to this valuation, and are therefore awaiting their further instructions prior to formally responding on your requests.

Yours faithfully,



S.A. Norman

In their 1992 report G. D Sutherland said that it was to address their 1988 opinion of 12th October 1988.

TERMS OF
REFERENCE:

We are instructed to provide a Report and Valuation for the above property, comprising 18 vacant allotments within an integrated Cluster Subdivision of 131 allotments. The valuation is to address our opinion of market value as at 12 October, 1988, being the date of a previous marketing submission made by this office.

Then in the body of their report G. D. Sutherland said that the Water Authority advised them that water was available and that internal reticulation is the responsibility of the land owner and a substantial system had been installed.

Water/Sewerage – The Kyneton Water Board advise that water and sewer are available at the entrance of the estate in Melville Drive. Internal reticulation is the responsibility of the land owner, and a substantial

G. D. Sutherland then identified that "land owner" as "the operating company" and said that the reticulation and water system remains under the control of "the operating company" which could only be a reference to WHRD.

G. D. Sutherland then said that individual landholders, (myself and purchasers of my land) would be required to negotiate with that company to obtain water. G. D. Sutherland also hypothesised that a contribution to the cost of the scheme would undoubtedly be necessary

This system remains under the control of the operating company and has not vested in the Water Board. Any individual land owner would subsequently be required to negotiate with this company in order to obtain these services via the reticulation system currently installed. A contribution to the cost of this scheme would therefore undoubtedly be necessary, but cannot be accurately determined as no "standard levy" applies and would result from direct negotiation.

Although unaware of the fraud, G. D. Sutherland then exactly set out the ongoing circumstances which constituted the overt and flagrant fraud, namely that purchasers of my land would be required to negotiate with the "private developer" (WHRD) for connection to water and with inherent uncertainty over both permission for access and costs involved.

Our investigations indicate that each allotment is capable of being developed for residential purposes, with an A.A.T. decision in March 1988 allowing the erection of a dwelling on other lots within the estate establishing a valid precedent. In order to obtain this approval however, it would be necessary to connect any dwelling to a reticulated water supply and sewerage disposal system, and although these systems are available within the estate, they are not under the control of the local Water Board. Any purchaser would therefore be required to negotiate with the private developer for connection rights to these systems, with inherent uncertainty over both permission being granted and the cost involved. The price obtainable for the subject allotments is obviously influenced by this uncertainty, and must be discounted for the likely cost involved in connection to services.

G.D. Sutherland said the value of my lots was affected by that uncertainty. Manifestly the circumstances accurately described by G. D. Sutherland were not possible in law and could only exist in flagrant fraud.

Very extremely significant.

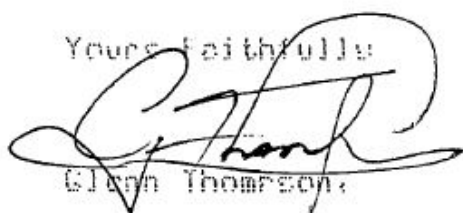
The last of the paragraphs copied above from G. D. Sutherlands Report expressly states that the circumstances described were subsequent to the 1988 Administrative Appeals Tribunal hearing.

As discussed above, my written submission to the 1988 Administrative Appeal Tribunal set out the various reasons why the Water Supply Agreement and water supply were unlawful.

The last paragraph of my written submission set out the manifest truth and self evident fact that WHRD could not demonstrate to the Tribunal that the land had lawful access to water and could not demonstrate that it would not use its control over the common property and water supply to obtain advantage for itself;

16/ Woodleigh Heights Resort Developments P/L cannot demonstrate to the Tribunal that it can or will facilitate proper access to the Common Property and is unable to demonstrate that the land does have lawful access to Water or other services and Woodleigh Heights cannot demonstrate to the Tribunal that it will not use its control over the the Common Property and Water supply to obtain advantage for itself.

Yours faithfully



Glenn Thompson

My submission was founded on the truth and fact that the Water Supply Agreement was for supply of water to WHRD and manifestly was not an agreement for supply of water to "the estate" as fraudulently represented by Price and Garde in conspiracy with Lonie and the Council and Water Authority.

The truth of my submission is demonstrated by the report of G. D. Sutherland.

Major General Justice Greg Garde is a corrupt and malicious criminal who ought be in gaol. Instead he is now president of the successor to the A.A.T., the Tribunal which he deceived, so much for standards. Victoria has a inveterate crook supposedly dispensing justice.

Esanda sold my land in knowledge of the fraud.

Being aware of the fraud Esanda could not and did not advertise my land for sale and did not hold an auction.

Discovering the true malicious fraud and my true cause of action in the proceeding before Osborn.

As discussed above the Water Supply Agreement and the water supply from the Water Authority were manifestly unlawful and no-one at all had a right to that water. I therefore could not and did not assert any such right.

It was manifest that my rights existed in the legal status of my allotments at the time that I purchased them in 1979.

As discussed above the Council repeatedly refused access to the Council files.

Fraudsters are wonderful self deluding creatures, they think that they are smart but they are not.

As discussed above, in the 1988 Tribunal hearing Ian Lonie fraudulently represented that WHRD had been developer of the Woodleigh Heights land since 1976.

In support of that fraudulent misrepresentation Lonie and the Council and the Water Authority provided a schedule of Planning Permits where they clipped off the true fact that Buchanan, not WHRD, was the developer.

That schedule exhibited by Lonie included the following details of Planning Permit 2191

- 10.11.78 - 45 lot plan of subdivision (cluster)
 - proposal includes water supply
 (1 dwelling per 1.07 ha.)
 (3 per 8 acres approx.)
 (Average lot size = 2 acres).
 - PP 2191 issued 15.11.78.

That schedule supplied by Lonie represented that that Planning Permit proposal included a (generic) water supply.

It was that permit which led to the Cluster Subdivision which was registered by the Registrar of Titles in August 1979. I purchased my allotments in November 1979.

In addition from Lonie's written submission I learned that the Council Policy required a reticulated water supply to be present for lot sizes below six acres. The lot density of the Woodleigh Heights subdivision with substantial common property area was approximately 1 allotment per 2.6 acres.

At page 6 of their submission Lonie and the Council and Water Authority said..

The Council has adopted a policy or guidelines regulating the size of subdivisional allotments in different areas under its planning control. That policy as applied to the subject land provides for a minimum allotment size of 3 acres (with reticulated water) and 6 acres (without reticulated water).

At the time that I purchased my land in 1979 the advertising brochure represented that "water" was available and I understood that supply to be a reticulated water supply from the private, common property, six acre lake. At that time two very large concrete high level header tank were situated on the common property high point of the subdivision.

During the course of the fraud I had raised my initial understanding of that water supply with the Council and Water Authority and they represented to me that that water supply was merely a private water supply and of no legal standing.

From Lonie's schedule and submission it appeared to me that the probability was that that private water supply was the supply referred to and was in fact an approved reticulated water supply and had legal standing.

Very significantly, Lonie's representation that the proposal includes a (generic) water supply is, in the circumstances purposefully fraudulently deceptive.

- As I will shortly demonstrate the water supply referred to in the 'proposal' and subsequent Planning Permit was not a water supply from the Water Authority but was instead a private reticulate water supply which was common property and intended to be available to all lots including mine.
- Lonie's reference to "water supply" is a reference to a generic water supply which he knew well would be understood by the Tribunal to be a reference to the supply from the Water Authority.

As we shall see that representation by Lonie and the Council and Water Authority was in fact further overt and malicious fraudulent misrepresentations calculated to provide further verisimilitude to Garde's fraudulent misrepresentations.

I then became consumed by the 1988 County Court proceeding discussed above and which ran until 1991. During that hearing I learned that the Kennett Government was going to amalgamate councils and that the present executive would be pensioned off.

I then made regular calls at several month intervals to the Council offices to learn of progress in that regard.

In August 1995 I learned that the old executive had gone.

I asked the new executive if I could view the Woodleigh Heights files.

The new executive agreed without hesitation.

Within 10 minutes I had found a gold mine which evinced extreme, overt, malicious, and coldly calculated fraud by the Council and Water Authority and the Councillors and Authority members and their executive and by Lonie.

The new executive provided me with copies of the documents requested by me.

Condition 8 of Planning Permit 2191 referred to by Lonie in his schedule mandated that the development be carried out in accord with the submission which formed part of the application.

8. The development to be carried out in accordance with the plans and submission which formed part of this application.

The submission referred to in the planning permit was a large, bound, submission professionally produced by the Town Planning firm James A. Harris and Associates P/L.

The submissions was headed "Proposed Rural Residential Development Kyneton Vic."

The submission said that the site was half outside the Gazetted Waterworks District and that the application seeks to comply with the reticulated water policy by providing "its own water".

The current I.D.O. in force in the area allows for a minimum 3 acre subdivision in areas under the control of the Kyneton Waterworks Trust and with water available and 6 acre minimum subdivisions in areas where no water is available. This application seeks by supplying its own water to comply with the spirit of the 3 acre minimum provisions and utilises the precedents established by schemes subdivided under the Cluster Titles Act whereby slightly greater densities than normally in force in the area are allowed because of the more efficient land usage possible under that Act.

Then under the heading "Services" the submission said that water supply was from the natural water supply.

(a) SERVICES:

(i) Water Supply:-

This is to be provided by a comprehensive system utilising the natural water supply available and is discussed further in the Engineering Report.

Then the submission said that the storage dam was common property.

(ii) The Common Property will include the storage dam and this can be used for recreational purposes such as fishing, swimming and sunbaking on the sand beach created for this purpose.

The submission then set out that drinking and bathroom water was to be provided by roof rainwater tanks.

WATER SUPPLY REPORT

Attached hereto is a copy of a report prepared by Garlick and Stewart, Consulting Civil Engineers and Surveyors, on the feasibility of the scheme and it would appear from this report that the proposals put forward meet all the necessary requirements to ensure an adequate water supply to the development. The proposed storage reservoir has a capacity of 8.5 million gallons and, assuming an average consumption of 300 gallons per household per day, there is sufficient storage for almost two years usage and in even the severest of drought conditions water supply should not be a problem. Household drinking and bathroom water is to be supplied by means of roof rainwater storage tanks and these will be installed as houses are constructed. A covenant on the Titles, administered by the Body Corporate, will enforce this requirement and it is proposed that tanks of 8,000 gallon capacity would provide more than adequate storage for normal household usage in the Kyneton rainfall area.

Then the submission contained complete engineering details of the proposed "private reticulated water supply".

That detail was provided by civil engineers Garlick and Stewart who were also engineers to the Water Authority.

The covering letter from Garlick and Stewart, included in the submission, referred to the fact that the proposal was for a "Rural Residential Subdivision" and said that the private reticulated water supply was for "non-domestic uses"

GARLICK & STEWART
CIVIL ENGINEERS & SURVEYORS
TELEPHONES: 62-6724, 62-1445
JRP/VD

*Good House,
395 Collins Street,
Melbourne, 3000*

2nd November, 1978.

James A. Harris & Associates Pty. Ltd.,
882 Whitehorse Road,
BOX HILL. 3128

Dear Sir,

Proposed Rural Residential Subdivision

As instructed we have examined a proposal for the provision of water supply facilities to a proposed rural residential subdivision off Abbatoirs Road, approx. 2.7 kilometres north of Kyneton.

There are 45 proposed allotments having an average area of approx 0.77 hectares, and the proposal submitted for a "non-domestic uses" water supply comprises a storage reservoir on a watercourse within the subdivision, pumping equipment and associated rising main to convey water to a 100,000 gallon storage tank at the highest point on the property, and a system of reticulation mains.

In our opinion the proposal outlined is satisfactory in principle and the various aspects of the work are referred to in more detail as follows :-

1. STORAGE RESERVOIR

... which discharges into

The submission then contained the complete engineering details and the reticulation plan for that approved private reticulated water supply and naturally enough the entire reticulation was within the common property.

The summary at the end of the submission said;

(ii) The utilisation of natural water resources provides an opportunity for a reticulated water supply for lawns, gardens and, if desired, small home vegetable plots whilst providing an extremely attractive recreational area for the use of the residents.

(iii) No demands are placed on the existing water supply available to the Kyneton Water Trust.

(iv) The provision of a reticulated fire fighting system provides for a much safer environment, not only for future residents of this development, but for owners of adjoining land which may be burned out should a fire break out in one of the six acre lots without water supply into which the land is currently subdivided.

The submission was signed by James A. Harris and Associates.

That proposed "Rural Residential" cluster subdivision was approved and Planning Permit 2191 was issued.

Clause 2.(b) of the then Shire of Kyneton "interim Development Order" which was approved and issued with the Authority of the Governor in Council mandated that developments be carried out in accord with a Planning Permit.

TOWN AND COUNTRY PLANNING ACT 1961

SHIRE OF KYNETON PLANNING SCHEME

INTERIM DEVELOPMENT ORDER

By virtue of the powers conferred by the Town and Country Planning Act, 1961, and of every power enabling it in that behalf, the Shire of Kyneton (hereinafter referred to as the Responsible Authority) having commenced the preparation of a planning scheme in accordance with the said Act on the Fourteenth day of January, 1971, hereby makes the following Interim Development Order for the purpose of regulating, restricting, restraining or prohibiting the use or development of any land, that is to say:-

1. Except in accordance with the provisions of a permit issued by the Responsible Authority, no person shall use or develop any land within the area described in the Schedule hereto.
2. After the coming into operation of this Interim Development Order
 - (a) No person shall subdivide into allotments having an area of less than 16 hectares any land in that part of the Shire of Kyneton shown coloured green on the map comprising the schedule hereto.
 - (b) No person shall subdivide into allotments any land in that part of the Shire of Kyneton shown coloured white on the map comprising the schedule hereto except in accordance with the provisions of a permit issued by the Responsible Authority.



Planning Permit 2191 and the law mandated that the development be carried out in accord with the submission.

The submission;

- described allotment sizes which under the Council Policy necessitated a reticulated water supply.
- Set out the fact that the site was substantially outside the Gazetted Waterworks district and could not be supplied with water from the Water Authority.
- Described a private reticulated water supply consisting of the lake, header tanks and reticulation system.
- Described that roof rainwater tanks were to provide domestic and bathroom water.

The Most Heinous and Malicious Fraud by local government in the History of Australia and ongoing and further sham and scam conduct of Garde and the further malicious fabrications of Osborn.

Included in the goldmine of documents which I found was a Memo dated 18th January 1989 from the Shire Engineer and Council CEO, Graeme Noel Wilson, to all Councillors.

That memo was in response to my address of 4th January 1989 to a special joint sitting of the Council and Water Authority.

- One Councillor, Councillor Joff Allen, said to me that what was occurring was reprehensible but he was "bound by Council solidarity"
- Joff Allen then used some mechanism to force a joint sitting of the Council and Water Authority which I was invited to address. Joff Allen was hoping to sway the leaders or majority of the Councillors and Water Authority members.
- At that meeting, I handed out a set of documents including the Gazetted Water Area maps and in no uncertain manner, I told the Councillors and Water Authority members to their assembled faces that they were a bunch of fraudsters.
 - I demonstrated that the Water Supply Agreement and water supply from the Water Authority were unlawful and being used for fraudulent purpose.
 - Notwithstanding that I had no evidence I Relied on my personal knowledge and what I had learned from Lonie's 1988 submissions and asserted as fact that the private reticulated water supply was present when I purchased my Woodleigh Heights land and that it must be that the Council had approved that supply.
 - I asserted that the Representations of the Council and Water Authority that the supply from the Authority was the lawful supply and that I/my land did not have access to water and building permits were fraudulent misrepresentations.
 - I demonstrated the things now set out in the video on my website entitled "Macedon Ranges Council and Coliban Water Fraud by Resolution"
- That meeting was audio taped by agreement. At the end of the meeting the flustered Shire President and Water Authority member, Councillor Bill Hickey, grabbed the tape out of my recorder and refused to give it to me. I ran to the end of the horseshoe shaped council table and restrained the Shire President while I sent my friend and assistant for the police.
 - Some of the other Councillors suggested that Hickey give me my tape but the drongo Shire President and Water Authority member said "there's incriminating evidence on the tape."
 - The damn crooked little fool was so flustered and demented that he lost sight of the fact that the incriminating evidence was in the documents and not on the tape at all.
 - The other Councillors prevailed, Hickey gave me my tape and I recalled my assistant.

The confidential memo from the CEO, Graeme Wilson, to Councillors said many things, and included a schedule of Planning Permits and the fact that Buchanan, not WHD, was the developer/owner. (a few months earlier, in the Tribunal, they fraudulently represented that WHRD was the developer. Wilson was present at that hearing)

The schedule named Buchanan as owner of the Woodleigh Heights land.

PP2191. Permit issued 15th November, 1978.

Owner: K. R. & Y. R. Buchanan.

45 lots - cluster subdivision
including water supply.
Density: 1 lot/1.07ha.
Average lot size: 0.8ha.

The first two lines of the memo then said that the Council had a problem when it discovered that the Woodleigh Heights subdivision was in multiple ownership.

COMMENTS.

When it became known that land within the Cluster Subdivision was in multiple ownership the Council was faced with a problem.

The fact however was that the Council had a problem when the newly incorporated Timeshare Company did not acquire my land as planned.

Wilson then said four incredible things;

- That the Council had approved a private reticulated water supply
- That that private water supply did not exist to serve my land.
- The preposterous notion that the Body Corporate and WHRD were for practical purposes one and the same.
- That if the Body Corporate or WHRD wished to substitute (known unlawful) town water for private water it does not conflict with the planning conditions.

SPECIFIC CLAIMS BY G. THOMPSON.

Page 1.

The Council had approved of a private reticulated water supply system but it did not exist to serve Mr. Thompson's land. If the Body Corporate or Woodleigh Heights Resort Development Pty. Ltd. (which for practical purposes was probably the one body at the time) wished to substitute town water for private water it does not appear to negate or conflict with the planning condition relative to the cluster subdivision.

Wilson expanded on his assertion that the reticulated supply did not exist to serve my land when with reference to my allotments he said "there are no water mains servicing each lot"

The other matter was of water supply and the major difficulty here would appear to be the definition of "water reticulation". To my understanding most, if not all of the land claimed by Mr. G. Thompson has not to this date been serviced by a reticulated water supply. That is there are no water mains servicing each lot and I am sure that that can only be accomplished by a cost probably a substantial cost, irrespective of who is indicated by the lot owner, The Body

Wilson also said that because the Woodleigh Heights subdivision was pursuant to the cluster titles act the Council did not impose a requirement, (that Buchanan construct the water mains);

The letter to the Titles Office was correct. If no requirements were made pursuant to 569E of the Local Government Act because the plan was sealed under the Cluster Titles Act.

That memo from Wilson to all Councillors demonstrates that each and every Councillor and the executive was intimately aware of all of the component parts of the fraud against me and my family.

- The Council had a problem because I owned some of the allotments.
- The Council had approved a private reticulated water supply which would have made my allotments usable.
- The Council sealed the plans in knowledge that "the private reticulated water supply system did not exist"
- The Council did not make a requirement that Buchanan construct the water mains which were mandated by the planning permit and the lack of which meant that the private reticulated water supply did not exist.
 - Wilson's representations to the Councillors in respect of this aspect was false. The Cluster Titles Act enlivened s.569E of the Local Government Act in respect of cluster subdivisions and it was that section 569E under which council's could impose requirements.
- That the Water Authority provided water in purported substitution for the mandated but non-existent private water supply.
- That the water supply should be under the control of the Body Corporate but was not.
- Thereafter, for the purpose of eliminating the Council's problem, the Council and Water Authority fraudulently represented;
 - That the private supply was merely private and of no legal standing.
 - That WHRD owned and operated the water supply and reticulation system.
 - That I my land could not have access to the water supply and reticulation system except with the agreement of WHRD.
 - That building permits for my land were dependent on access to that water from the Water Authority.
- Each and every Councillor and Water Authority member was well aware;
 - that those representations were false and fraudulent.
 - That the Water Supply Agreement and water supply from the Water Authority were unlawful.

- that the intended and demonstrated effect of their fraudulent representations was to force or ensure that the Timeshare company acquire my land and thereby eliminate or remove the problem that I owned some of the allotments.

In demonstrated knowledge of the things in my address to then and the things in Wilson's memo the Council and Water Authority maliciously continued with the fraud.

Councillor Joff Allen remained bound by so called "council solidarity". The fact of course is that he was not bound at all. He simply lacked the courage and integrity to stand up.

My 1995 Supreme Court proceeding.

From the representations when I purchased the land I always believed that a reticulation system was present.

My understanding of Wilson's representations in his memo was that he was being rather cute and I understood his representations to be that there was no connection between the water mains and my allotments.

Shortly after getting access to the Council files and learning and being able to demonstrate the fact I issued Supreme Court proceedings against the Council and Water Authority.

That proceeding was issued on the implied representations of the Council that it had sealed the plans of cluster subdivision according to law and that the private reticulated water supply was present except for the actual connections between the main and my allotments.

With great particularity my 1995 Statement of Claim set out the foregoing matters fact and things.

My claim was that the private reticulated water supply was present when the Council sealed the plans and when the Registrar of Titles registered the cluster subdivision and that as and from that date I/my land was entitled to that reticulated water supply.

I also alleged that domestic and bathroom water was to be provided by roof rainwater tanks.

I also alleged that all of the Council's and Water Authority's representations that I/my land did not have and was not entitled to access to a reticulated water supply were fraudulent misrepresentations.

I also alleged that the Water Supply Agreement and water supply from the Water Authority were unlawful.

My Statement of Claim specifically alleged that the primary reticulation mains had been laid in 1979 when the Council sealed the plans and the Registrar of Titles registered the cluster subdivision.

The fraudulent settlement of my 1995 proceeding;

- The Court ordered mediation. The barrister George Golvan was appointed mediator.
- Golvan made an appointment for a pre-mediation conference with me.
- Golvan then said that he had met with the Barristers for the other side and had seen the papers and understood the issues and there was no need for him to meet with me.
- At the so called mediation meeting no mediation at all occurred. Golvan told me that if I proceeded I would lose and would be bankrupted by the costs.
- The Council and Water Authority offered \$25,000 for me to walk away with each party bearing their own costs.
- Having regards to my true losses which were in the many hundreds of thousands of dollars Golvan was well aware that \$25,000 was an unconscionable mediated settlement unless my claim was fatally flawed as stated by him.
- I reluctantly agreed and settled.

After that proceeding was securely settled Garde and Edward showed me a reticulation plan for the Woodleigh Heights subdivision.

That plan clearly set out that the primary reticulation mains had been laid in 1982 and not in 1979 as believed by me and as claimed by me and as required by law.

Garde and Edward asked how I explained that the reticulation system was laid in 1982 and not 1979.

At that time I was shocked and had no explanation however it was apparent that my 1995 proceeding was fatally flawed and on the face of it Golvan's advice or recommendation was good.

It then became apparent that during the course of that 1995 proceeding Garde and Edward had deceitfully and in breach of court rules concealed that critical Water Authority's reticulation plan which was in their possession.

It can only be that Garde and Edward showed that plan to Golvan and convinced him that my claim was fatally flawed.

There was no other possible reason for Golvan to cancel the pre-mediation conference with me and conclude and advise me that my claim was hopeless.

By concealing that plan until after the terms of settlement were signed the Council, Water Authority and Garde and Edward obtained fraudulent settlement to that 1995 proceeding.

Notably Garde had a personal vested interest in obtaining a fraudulent settlement to that 1995 proceeding. Garde could not mount a legitimate case on behalf of the Water Authority without exposing his 1988 corrupt conduct.

Similarly Garde's client, the Water Authority, could not mount a legitimate defence without exposing its own malicious and flagrant fraud during the entire period 1st January 1982 until MCL/Esanda/ANZ sold my land in 1990.

True to form of barristers and solicitors, Golvan denied that chain of events but let him say why he cancelled the pre mediation conference and let him say why the \$25,000 settlement was not an unconscionable settlement purportedly mediated by him.

Golvan is still practicing as a barrister and mediator.

The fact of the concealment of that reticulation plan by Garde and Edward became demonstrated in the subsequent proceeding before Osborn and discussed below.

As discussed below, that reticulation plan finally unlocked the foundation of the fraud of the Council and Water Authority in respect of Woodleigh Heights.

By concealing that plan until after settlement Garde and Edward ran a very lucrative scam and sham defence and proceeding for about four years

Exceedingly significantly, during the course of that 1995 proceeding Garde's instructing solicitor, Stephen Mark Edward, visited my residence and stole, or at best improperly took, a copy of a private and confidential document which I had prepared in about 1990 for the purpose of instructing my then barrister in the 1988 County Court proceeding discussed above.

Then for the purpose of exhibiting that purloined document before the Master and Before Osborn Garde and Edward fraudulently appended that document to a legitimate court document entitled "Book of Pleadings" and then misrepresented that fabricated and purloined document as being the so called "Book of Pleadings" which I have referred to above in respect of the scam and sham proceeding related to Tylden Rd.

In affidavits before the Master and before Osborn Edward fraudulently represented that purloined and fabricated document to be a document which was discovered by me in the 1995 proceeding.

In their written submission before the Master Garde, Burchell and Edward fraudulently represented that fabricated document to be a "Book of Pleadings". Their representation was outright perjury and they knew it.

At that time of making and uttering those affidavits and submissions Garde, Burchell and Edward were well aware that they had in fact fraudulently fabricated it and then misrepresented it.

Garde is simply an inveterate criminal liar who habitually scams and shams and perverts the course of justice.

Discovering/realising my true claim in respect of Woodleigh Heights.

As discussed above, in 2000 I discovered my claim in respect of Tylden Rd. That claim was that the Council had sealed the Tylden Rd plans of subdivision in full knowledge that the services were not present and that there was no requirement on Buchanan and therefore no means of compelling anyone to provide those services.

After discovering that claim in respect of Tylden Rd it was a very short step to realise that that was the answer to the question put to me by Garde and Edward when they showed me the Woodleigh Heights reticulation plan.

As referred to above, after settling the 1995 Supreme Court proceeding Garde and Edward showed me the reticulation plan which set out that the reticulation system within Woodleigh Heights had been constructed in 1982 and not in 1979 as required by law.

The answer was that the Council had sealed the Woodleigh Heights plan in full knowledge that the reticulation was not complete and without imposing a requirement on Buchanan and with no means of compelling anyone to provide that reticulation system and the reticulation system was then constructed in 1982 to facilitate the unlawful water supply from the Water Authority.

Upon realising that everything fell into place.

- WHRD had constructed the reticulation system in 1982 for the purpose of facilitating the supply from the Water Authority.
- Wilson's memo to the Councillors was accurate. The private reticulated water supply did not exist because the reticulation system had not been constructed as required by law.
- The Council then exploited the fact that it had sealed the plans in that manner and that WHRD had subsequently constructed the reticulation system. Relying on those facts the Council and Water Authority fraudulently represented to me that WHRD owned and controlled the reticulation system.

I then issued the new 2005 proceeding which came before the Master and before Osborn.

As discussed above my allegation in respect of Tylden Rd and Woodleigh Heights was identical and was that the Council maliciously sealed the plans of cluster subdivision for an ulterior purpose, namely to avoid the EFFECT of section 9 of the Sale of Land Act

In respect of Woodleigh Heights that allegation was made at paragraph W8 of my Statement of Claim.

The Statement of Claim set out condition 8 of the Planning permit and then set out that the private reticulated water supply which was described in the submission referred to in the Planning Permit and set out that that private reticulated water supply was mandated by law to be present in 1979 when the Registrar of Titles Approved the plans of Cluster Subdivision.

Paragraph W10 alleged that the Council sealed the plans of cluster subdivision in knowledge that the private reticulated water supply had not been installed.

These things were beyond dispute, they were set out by the law and in Wilson's memo to the Councillors and those things were absolutely concealed by fraud and for the purpose of the broader fraud.

Garde, Delany and Co's scam and sham summary dismissal application and Middleton's scam and sham defence in respect of Woodleigh Heights.

Garde, Delany and Co's scam and sham was a function of fraudulent obfuscation and use of generic rather than specific references and Middleton's scam and sham defence also made use of generic rather than specific references. For understanding of such schemes I will first provide an analogy.

- Assume that you ordered and paid for a brand new Rolls Royce motor car to be delivered in January.
- The car company then delivers an unroadworthy second hand Volkswagen in June.
- You then sue the car company.

- The barristers for the car company then put a scam and sham argument that you have no case because the company delivered "A" car in June.
- Your barrister then puts a scam and sham defence that you ordered "A" car to be delivered in January.
- The Judge then finds against you because you knew well that "A" car was delivered in June.

In that analogy reference to a generic "A" car is in fact a fraudulent scam and sham reference.

The specifics;

The substance of the sham and scam case of Garde, Delany and Co was set out at paragraphs 87 to 91 of the submission of Delany dated 9th November 2005 before the Master and then verbatim repeated at paragraphs 94 to 97 of Delany's submissions before Osborn.

At their paragraph 87 before the Master they fraudulently represent that in 1987 I was aware that "THE" (generic) reticulated water supply was laid in 1982 and not in 1979.

87. What Mr Thompson fails to mention and what the objective documentary evidence establishes, is that he was aware and had been aware, at least since August 1987 (if not before), that the "reticulated water supply" had been laid in 1982 and not 1979.

This is a purposeful and fraudulent reference to a generic "THE" reticulated water supply.

This includes a fraudulent representation that my claim related to a generic "THE" reticulated water supply.

Then at their paragraph 88 to 91 Delany and Co demonstrate that in 1987 I was aware that the generic "THE" water supply was laid in 1982 and not 1979.

Those representations were clearly and flagrantly fraudulently false. Garde, Delany and Co were well aware that my claim did not relate to a generic water supply and particularly did not relate to the unlawful water supply provided in 1982 in purported pursuance of the unlawful and fraudulent water supply agreement.

They were also well aware that knowledge of the 1982 water supply from the Water Board did not include knowledge of any matter fact or thing related to the private reticulated water supply defined in the submission and mandated by the Planning Permit.

Garde, Delany and Co's flagrant scam and sham could not succeed in an honest and competent court. They were well aware that if opposed by a competent and honest barrister they would lose and the court would order their clients pay their scammed moolah.

Middleton's malicious scam and sham purported defence.

Incredibly and with beyond imagination neglect and lack of care, at his paragraph 2.3 of his written submission Middleton represented my claim to be related to "A" generic water supply. Middleton said;

- That in 1982 the Water Authority provided "A" water supply for the sole benefit of WHRD in knowledge that "A" water should have been present in 1979 for the benefit of all allotment holders.

Then at his paragraph 3.1b Middleton said;

- that the submission referred to in the planning permit detailed arrangements for the supply of water and reticulation pipes in the common property and under the control of the Body Corporate.
- Notwithstanding this the Water Authority entered into an exclusive agreement for the supply of water to WHRD.
- The Water Authority perpetuated that ineffective agreement as the reason that water could not be made available to my land.
- The true position was that "A" reticulated water supply was absent ab initio

All of those representations by Middleton relate to "A" generic water supply.

Middleton's representations were that "A" generic water supply was required to have been present in 1979 and that "A" generic water supply was provided in 1982 and the true position was that "A" generic water supply was absent in 1979. (Middleton's scam defence was identical to my analogy in respect of "A" car.)

At his paragraph 3.2 Middleton represented concealment to be;

- That I instituted the 1995 proceeding in the belief that "A" water supply was present
- That the Council and Water Authority defended that action in knowledge;
 - No reticulated water supply was present in 1979
 - "A" water main providing water was not laid until 1982
- That the Council and Water Authority did not disclosed that "A" water main was laid in 1982 and not 1979 until after the 1995 proceeding was settled.

Middleton's scam rendition of concealment related to "A" water main and "A" water supply.

Those written submissions by Middleton are utter nonsense which would not pass a logic test in a kindergarten and most certainly could not succeed in any court, competent or not.

Then at page 43 of the transcript of the second day before the Master Middleton said;

MR MIDDLETON: Yes, thank you. Now with the Woodleigh Heights land, it arises because there's a cluster of subdivision or subdivision planning permit, which required "A" reticulated water supply to be installed (my emphasis of "A")

Middleton then said;

and simply we say in relation to that in contravention of the Local Government Act and plus the Titles Act which is similar provisions to the Local Government Act and the interim development, "The council's seal of ... (reads) ... was present." It's going back to the same issue that at a root and branch attack upon the subdivision as sealed. Same point but with a different statutory content. That's the cause of action.

That was the total extent of Middleton's submissions in respect of Woodleigh Heights.

The sham and scam written and oral defence put by Middleton was that "A" water supply should have been present in 1979.

Middleton knew well that my knowledge of the unlawful 1982 water supply was knowledge of "A" water supply in 1982 and included knowledge of "A" reticulation system in 1982.

Middleton knew well that his defence was no defence at all.

Middleton made no attempt at all to differentiate the two mutually exclusive water supplies and no attempt to describe anything at all.

On the face of it Middleton holds the scamming record and could give Garde, Delany and Co scamming lessons.

In the hearing before the Master;

- Garde' Delany and Co intended to scam their clients.
- Middleton intended to scam me.
- Middleton won the scamming stakes with the result that Middleton and Garde, Delany and Co scammed me.

The now Justice John Middleton of the Federal Court of Australia is a criminally corrupt shyster scammer.

The conspiracy between Garde and Osborn to fraudulently fabricate reasons contrived to conceal Garde's 1988 criminality.

At the hearing before Osborn Garde, Burchell and Edward simply hit the reprint button and regurgitated the self contradicting written nonsense submissions which he put to the Master and which I have described above.

Delany however had to get rid of the euphemism based sham and scam case which they initially put to the master and rewrite his written submission to set out the new sham and scam case which they purloined from Middleton.

This rewriting ended up with different paragraph numbers further down in his sham submissions.

In respect of Woodleigh Heights Delany's paragraphs 87 to 91 before the Master became paragraphs 94 to 98 before Osborn but remained of identical sham and scam content.

As discussed above their sham and scam submission was that I knew about "A" generic water supply in 1982

As discussed above in reply to the scam and sham case of Garde, Delany and Co I made a very substantial written submission where I described the sham cases of Garde, Delany and Co and of Middleton and that they did not and could not hold a belief as to their submissions.

I have described the Tylden Rd parts in the first part of this document.

In respect of Woodleigh Heights I set out the self evident fact that the private reticulated water supply mandated by the Planning Permit and the unlawful water supply provided by the Water Authority could not be confused with one another and I set out the self evident fact that knowledge of the physical existence of the unlawful 1982 water supply did not include knowledge of any physical aspect at all of the private reticulated water supply.

I also set out that Garde was a serial scammer and that he had misled the 1988 Tribunal hearing however all that I was aware of at that time was that in 1988 Garde fraudulently represented that the 1982 Water Supply Agreement was lawful and enforceable and was an agreement for the supply of water to "the estate".

Osborn adjourned the hearing to read my written submissions.

I then wished to observe Delany and Garde as they read the most serious allegations against them and which were set out in my damning submissions.

Delany read his copy while leaning against a car in the internal quadrangle of the William Street Supreme Court.

Garde disappeared and was nowhere to be seen.

During that adjournment Garde and Osborn met with or telephoned one another and devised a scheme to fraudulently fabricate Osborn's Reasons to particularly deny and conceal Garde's 1988 criminal conduct.

After Osborn reconvened he was pink in the face and vomited his bilious words at me and he assumed the role of corrupt advocate for the Council and Water Authority and tried his damndest to trip me up with his questioning.

After that star chamber performance Garde started his purported reply to my written defence.

During that purported reply Garde and Osborn performed a choreographed charade.

Garde opened his mouth at line 13 of page 185 of the Transcript of the second day before Osborn.

At lines 14 and 15 Garde made reference to my Statement of Claim in the previous 1995 proceeding.

Then at lines 17, 18 and 19 of the transcript Garde said;

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

"There is the water supply that was provided on the land, which was of course non-obtainable water - non-drinkable water, and then there was the prospect of water becoming available from the Kyneton Shire Water Works trust."

By those words Garde gave the absolute lie to and exposed the sham and obfuscation case in respect to a generic "THE" and "A" water supply which was set out at paragraphs 94 to 98 of Delany's written submission on behalf of all the scammers and was put to Osborn on day 1 of the hearing.

BY those words Garde also falsified the findings of the Master who relied on the scam and sham generic water case of Delany and Co and found that I knew about "A" generic water supply in 1982.

Garde did not falsify those things lightly.

By those words Garde very purposefully introduced the absolutely irrelevant fact that the private water supply was non-potable water for garden use whereas the supply from the Water Authority was potable water for kitchen use.

At the time of making that submission Garde was well aware that the private system provided for roof rainwater tanks to provide the potable water.

Garde was also well aware that the supply of water from the water authority was not potable water at all. It was simply unlawfully supplied water and could not be lawfully provided or used in the kitchen or at all.

Then at lines 2 to 9 of page 186 of the Transcript Garde read from paragraph 6 of that earlier Statement of Claim which said that the original application for subdivision proposed a private reticulated water supply; Garde said;

"By application dated 22 November 1978 the Buchanan's applied to the Council to develop the Woodleigh Heights estate by subdividing it pursuant to the provisions of the Cluster Titles Act 1974, such subdivision consisting of 45 allotments" and so on "with substantial areas of common property and provision for the installation of a privately owned and operated water supply and reticulation system"

Garde then read further from that Amended Statement of Claim where it referred to the submission which formed part of the application for permit. Garde said;

"the application contained the following relevant documents, the application for the permit of 10 November 1978 and the submission dated 3 November 1978 prepared by James A Harris & Associates. And that then takes us to Paragraph 7."

Then at lines 19 to 23 of page 186 of the transcript the following exchange took place between Osborn and Garde;

HIS HONOUR: *"Does that submission make clear what the character of this system was in terms of your distinction between non-potable and potable?"*

MR GARDE: *"It does Your Honour, yes as Paragraph 7 itself illuminates. So that - - -"*

HIS HONOUR: *"Read on then."*

By that exchange Garde and Osborn addressed and expressed that the entirely irrelevant and freshly introduced distinction between potable water and non-potable water was the point of interest or discussion between them.

Significantly Osborn's use of "potable" and "non-potable" was the first occurrence of those words. At lines 17,18 and 19 Garde was unsure of the correct terminology and he said *"non-obtainable water - non drinkable water"*.

Then Garde Read from that part of the earlier amended Statement of Claim which described the private reticulated water supply defined in the submission of 3rd November 1978.

Then Garde made submissions of his own making and referred to the (unlawful) Water Supply Agreement and said that WHRD controlled whether or not I got water. Garde said;

" that supply agreement was made with the development company, and it was as a consequence up to the development company as to whether or not other lot owners gained access to the water that that company was now receiving from the Water Works Trust."

Garde then read from one of the clauses of the Water Supply Agreement and said that WHRD was responsible for the reticulation system;

"and shall so long as this agreement remains in force keep the pipes and fittings within the said property in good order and proper repair to the satisfaction of the trust".

Then in full knowledge that the Water Supply Agreement was unlawful and in full knowledge that the reticulations system was common property and in knowledge that WHRD was a Johnny-come-lately Garde personally commented that the "development company" was responsible for the reticulations system;

"So it had the obligation, that's the development company had the obligation of looking after the pipes and fittings".

By those readings from the Water Supply Agreement and his comments or personal submissions Garde introduced the notion of "Development Company" and that that "Development" company controlled the water supply and reticulation system within the cluster subdivision.

Then in the next 6 pages of Transcript Garde continued to read from the earlier Amended Statement of Claim;

Then at last line of Page 200 of the transcript Osborn jumped in and said;;

HIS HONOUR: ***"They knew exactly what the position was".***

Now - of note - Osborn did not say or define what he was referring to and did not say what matter fact or thing constituted the "position" which he asserted that I was aware of.

Notwithstanding Osborn's indeterminate question Garde knew exactly what Osborn was referring to.

In his response to Osborn Garde yabbered and in disjointed manner said that my statement of claim in the 1995 proceeding set out that the private reticulated water supply was for the supply of non-potable water. Garde said;

"Then taking it the other way round, if this means water supply for human consumption, this pleading makes it very clear also that it was well known that there was no water fit for human consumption supplied by the board or then the trust, because the pleading refers to household, drinking and bathroom water on a number of occasions, again making it clear that there was no water fit for human consumption supplied by the Water Works Trust."

Garde then went to read further from the earlier Amended Statement of Claim but Osborn interrupted and said that the earlier Statement of Claim demonstrates that I knew that the 1982 Water Supply Agreement was for the provision of potable water.

HIS HONOUR: *"Before we get to that, it shows that they knew the 1982 agreement was for the provision of potable water, not for what was the subject of the 1979 requirement."*

Garde replied; *"That is so"*.

Garde then said that the previous proceeding embraced both potable and non-potable water;

"The previous claim if one looks at it in terms of subject matter, the subject matter of the previous proceedings must be taken to have embraced the non-potable articulated water supply and it must be taken to have embraced the potable water which was supplied from 1982 by the Waterworks Trust. So both of those topics are clearly embodied in our submission in the Woodleigh Heights proceeding."

Garde then yabbered for 13 pages of transcript by reciting absolutely irrelevant precedents.

By that charade Garde and Osborn performed a choreographed routine where they got several things in the record;

- That the private reticulated water supply was for non-potable water.
- That the Water Authority provided potable water pursuant to the Water Supply Agreement.
- That WHRD was "the development company"
- That as developer and pursuant to the Water Supply Agreement WHRD controlled the POTABLE water supply and reticulation system and that it *"was up to the development company as to whether or not other lot owners gained access to the water that that company was now receiving from the Water Works Trust."*
- That I knew that the Water Supply Agreement was for provision of potable water.

In those fraudulent representations Garde repeated his and Lonie's complimentary perjury which had deceived the 1988 Tribunal.

- Garde's representations before Osborn implied that that the Water Supply Agreement was lawful and Garde specifically represented that WHRD was the "development company" and by implication entitled to enter into an agreement to bring water to the development and that the "development company" legitimately decided who did and who did not get water.

At the time of performing that charade each of Osborn and Garde were well aware that each of those things were one or more of either, irrelevant, false and unlawful.

After that choreographed charade was complete Osborn closed the shop without providing me the opportunity to respond to the new material.

The following exchange between Osborn and me occurred;

HIS HONOUR: Thank you. In this matter I propose to reserve my decision and we'll adjourn sine die.

MR THOMPSON: Your Honour, may I address one issue just raised by Mr Garde? He raised the issue of potable water. It's simply irrelevant. The question was simply with regard to a reticulated water supply potable or not. It has zero to do with potable or not - - -

HIS HONOUR: Well, I don't accept that, Mr Thompson.

MR THOMPSON: - - - and the relevant material is found at J24 where the Shire of Kyneton sets out in respect to a question specifically related to whether tank or bore or septic sewerage would be available. The council simply says it's conditional upon reticulated water. Zero to do with potable. That's simply obfuscation, sir.

HIS HONOUR: That's precisely what Mr Garde put to me and I understand it. In compliance with - the permit had nothing to do with potable water. Having said that we'll adjourn sine die.

By dancing that choreographed charade Garde and Osborn put on the transcript record those things which subsequently formed the basis of the scheme of Osborn's fraudulently fabricated reasons.

The scheme of Osborn's fraudulent fabrications in respect of the Woodlee Heights aspect or claim.

I have already discussed Osborn's paragraph 18 above. In that paragraph Osborn fraudulently represented that WHRD was the developer and he fraudulently represented that the water from the Water Authority was provided to "this subdivision". Osborn also fraudulently represented that WHRD withheld water from me.

I have also already discussed Osborn's paragraph 19 where he fraudulently represented that my 1995 proceeding alleged entitlement to the water from the Water Authority.

I now discuss the scheme of Osborn's contrived reasons and which provided verisimilitude to his fraudulent misrepresentations at his paragraphs 18 and 19.

The scheme of Osborn's reasons was to represent the things which formed the component parts of the fraud appear legitimate and to thereby make Garde's 1988 conduct appear legitimate.

So for the purpose of understanding I will set out the components.

- In 1978 Buchanan made application for a planning permit.
 - That application proposed a private reticulated water supply consisting of the lake, high level header tanks and a reticulation system.
- On 10/11/78 The Council issued planning permit no 2191.
 - That permit required the development to be carried out in accord with the submission which described the lots, the roads, the common property and the proposed private reticulated water supply.
- In about August 1979 the Council sealed the plans of subdivision in full knowledge that the mandated reticulation system was not present and the reticulated water supply was therefore not present.
- Relying on the seal of the Council the Registrar of Titles register cluster subdivision CS1134 on 9th August 1979.
- I purchased 10 Allotments by contract dated 1st November 1979.
- WHRD was incorporated on 10th March 1981.
- By Transfer of Land dated 16th December 1981.
- 15 days later, on 1st January 1982 the Water Authority and WHRD entered into the purported Water Supply Agreement.
 - That agreement fraudulently represented that WHRD "owned or occupied" the whole of the land comprising CS1134.
- During 1982 WHRD constructed the reticulation system and the Water Authority introduced water to that reticulation system
- Thereafter;
 - The Water Authority fraudulently represented that WHRD owned and operated the water supply and reticulation system within CS1134 and that I/my land was not entitled to water without the consent of WHRD.
 - The Council fraudulently represented that building permits for my land were conditional upon the water supply from the Water Authority.
- In 1988 Garde conspired with Ian Lonie and others to deceive the Administrative Appeals tribunal and fraudulently represent that the Water Supply Agreement was lawful and enforceable and that the water from the Water Authority was lawfully provided

Osborn's Scheme.

- Fraudulently represent that the planning permit was of two parts and which were performed separately and independent from one another;
 - A subdivision component.
 - A building or dwelling construction component including water.
- Fraudulently represent that a water supply was not a condition of his invented subdivision component.
- Fraudulently represent that provision of a generic water supply was part of his invented dwelling construction component.

- Fraudulently lull or seduce a reader of his reasons into a belief that the "potable" supply from the Water Authority was the legitimate supply for his invented dwelling construction component of the Planning Permit.
- Fraudulently represent that my 1995 proceeding alleged denial of supply of the water from the Water Authority.
- Fraudulently represent that my claim before him was a claim in respect of "A" generic water supply.
- Relying on his fraudulent representations as to the claim or gravamen in the earlier proceeding and his fraudulent representation of the claim or gravamen in the proceeding before him to fraudulently represent that the release in the 1995 included a release to my claim before him.

Osborn's scheme, particulars part 1;

At paragraph 156 of his Reasons for Judgment Justice Robert Osborn represented that Buchanan's 1978 application for a Planning Permit consisted of two distinct and separable components, namely an application to **BOTH** subdivide **AND TO** use the land for residential purposes. His paragraph 156 said;

156 Further, I would add for completeness, that I am satisfied the plaintiffs' case is premised on a misreading of the relevant planning permit. The application for permit which is in evidence was in fact one both to subdivide the land and to use the land for the purpose of a detached house on each allotment. The application was put forward on the following basis:

Then working within the constraints of the available malleable verbiage at his paragraph 158 Osborn represented that the Planning Permit was then granted in accord with that two component application and that the subject matter of the Permit also consisted of two components, namely a Permit to subdivide **AND FOR** "cluster type development including water/open space"; Osborn's paragraph 158 says;

158 Ultimately the planning permit to subdivide and for "cluster type development including water/open space" was granted on the following conditions:

Osborn then purported to faithfully transcribe the conditions including condition 8 of that permit to his paragraph 158 Osborn's supposed transcript of that condition 8 said;

8. The development to be carried out in accordance with the plans and subdivision which formed part of this application."

Each of these representations was maliciously fraudulent and false, the word "subdivision" did not occur in the true condition 8. The truth known to Osborn was that the true condition 8 had the critical word "submission" and **NOT** the word "subdivision" in it. The true condition 8 said;

8. The development to be carried out in accordance with the plans and submission which formed part of this application.

Additionally the subject matter of the Planning Permit did not have two component parts as fraudulently represented by Osborn. The fact known to Osborn was that the Heading of the Planning Permit number 2191 consisted of the single component "To subdivide" on the first line, the address on the second line and a description on the third and fourth lines. The heading of the Planning Permit said;

TO SUBDIVIDE PART CROWN ALLOTMENTS 38 AND 41
PARISH CARLSRUHE, ABATTOIRS ROAD.
CLUSTER TYPE DEVELOPMENT INCLUDING WATER/OPEN SPACE
AVERAGE LOT SIZE 2 ACRES.

COPY

2191

For his corrupt, fraudulent and malicious purpose Osborn took the third line description, placed it within quote marks and then appended that quoted description to the first line subject matter with the interposed words "AND FOR" and thereby fraudulently represented that commensurate with his fraudulent rendition of the application the permit also had two separate and separable components to the subject matter, namely a subdivision component and a "cluster type development including water/open space" component.

Osborn's paragraph 156 was also a fraudulent misrepresentation, the application relied upon by Osborn was in fact an application to (i) subdivide (ii) carry out works (iii) use each lot for a detached house. Each of these THREE things was integral to the application and indivisible from one another and the existing use was rural residential. It was NOT an application with TWO separate and separable components as purposely fraudulently represented by Osborn. The relevant part of the applications said;

hereby apply for a permit to

- * (i) sub-divide the land described hereunder in accordance with accompanying plan [REDACTED] (six copies)
- * (ii) erect construct or carry out on land described hereunder the buildings or works in accordance with accompanying plan (three copies)
- * (iii) use the land described hereunder for the purpose of. A
DETACHED HOUSE ON EACH ALLOTMENT

Existing use of land. RURAL RESIDENTIAL.

The application for permit did not contain any "ands", "ifs", "buts" or "maybes". It was a single purpose application for a Rural Residential Cluster Subdivision where, not surprisingly, the intended use of the allotments was rural residential and the applications was approved in whole and the permit issued.

For completeness I now include a part copy of the Council's working paper when it approved the permit "To Subdivide", with "approval in accord with submission" (see circled text) and the description was exactly as subsequently described in the third and fourth lines of the heading of the Planning Permit.

DETAIL OF APPLICATION:

To subdivide CLUSTER TYPE DEVELOPMENT
INCLUDING WATER/OPEN SPACE
Average lot size 2 AC. *

RECOMMENDATION: (APPROVAL SUBJECT TO) / (REFUSAL ON GROUNDS)

MELVILLE DRIVE FROM eastern boundary of lot 10
eastward deleted. — Fire Access/Easement.

{ The corporate body shall be responsible for the
proper maintenance of all private facilities including
water, private roads and open space. to the
Satisfaction of the Council.

I include an enlarged circled portion.

IN ACCORD WITH SUBMISSION
(APPROVAL SUBJECT TO)
MELVILLE DRIVE FROM eastern boundary of lot 10

The "water" referred to in the Planning Permit heading and the Council's working paper was a private reticulated water supply defined in the "**submission**" referred to in the true condition 8.

As fully demonstrated below, under the Council's planning policy the small rural residential allotment sizes proposed were prohibited unless serviced by a reticulated water supply and at that time the land was outside the gazetted Waterworks District of the Kyneton Water Board and could not be lawfully serviced except with the approval of the Governor in Council so the Council approved and mandated the private reticulated water supply defined in the submission referred to in the true condition 8.

As I will shortly demonstrate while in full knowledge of the Council's policy and that the land could not be serviced by the Board the purpose of Osborn's fraudulent fabrications was to fraudulently represent;

1. That provision of **THE** reticulated water supply defined in the **submission** referred to in the **true** condition 8 was **NOT** a condition of subdivision or at all.
2. That provision of "**A**" water supply (from the Water Board) was necessary to or integral with his fabricated second component of the Planning Permit and **NOT** a condition of subdivision or at all.

The first of these things is unequivocally set out at Osborn's paragraph 163(c) where Osborn said;

(c) **The permit did not require completion of the reticulated non-potable water supply as a condition of subdivision;**

Osborn's reference to "**THE**" reticulated non-potable water supply is an unequivocal reference to the reticulated water supply defined in the "submission" referred to in the true condition 8

The second of these things is set out to in Osborn's fraudulently fabricated second component to the Planning Permit and which second component expressly contains the words "including water". I now repeat a copy of Osborn's paragraph 156 where he set out his fabricated second component.

158 **Ultimately the planning permit to subdivide and for "cluster type development including water/open space" was granted on the following conditions:**

The purpose of Osborn's misrepresentations was to fraudulently represent that provision of reticulated water was **NOT** a condition of subdivision but was instead a function of or integral with residential use of the allotments subsequent to subdivision. In other words provision of reticulated water was **NOT** a responsibility of the subdivider but was instead the responsibility of a person wishing to build a house.

For reference I am now going to provide a complete copy of Osborn's rather busy paragraph 160 followed by a part by part commentary. (I recommend my readers skip to the commentary)

160 **In my opinion the reference to the development in condition 8 is in fact a reference to the cluster type residential development forming a part of the subject matter of the permit. Condition 8 does not impose a requirement which must be met prior to the sealing of the plans of subdivision. The permit conditions and in particular conditions 1 and 3 make clear that in the first instance the allotments could not be cleared or used for purposes other than pastoral use, without the further permission of Council. Nevertheless, it was envisaged that the cluster type development would result in time in the construction of dwellings. Condition 8 imposed a precondition to use of development upon the land not upon the subdivision of the land.**

At lines 1 to 3 of his paragraph 160 Osborn says;

In my opinion the reference to the development in condition 8 is in fact a reference to the cluster type residential development forming a part of the subject matter of the permit.

In these lines Osborn unequivocally says that the words "**The development**" as occurring in condition 8 is a reference to his fabricated second component of the Planning Permit.

At these lines Osborn inserted the word "**residential**" into his fabricated second component of the Planning Permit so that this component has become "**residential development including water**".

Then at lines 3 and 4 of his paragraph 160 Osborn says;

Condition 8 does not impose a requirement which must be met prior to the sealing of the plans of subdivision.

This assertion implies that condition 8 imposes a requirement subsequent to sealing of the plans of subdivision. In his preceding lines Osborn said that condition 8 referred to his "**residential development including water**" component of the Planning Permit. It follows that Osborn's "**residential development including water**" component of the Planning Permit occurs or is performed subsequent to sealing the plans of subdivision which is in fact subsequent to subdivision and subsequent to when the allotments may be lawfully sold.

That Osborn's "**residential development including water**" occurs subsequent to subdivision is confirmed at his lines 5 and 6 where Osborn (falsely) asserts that "**in the first instance**" the allotments "**could not be used for other than pastoral use**" without secondary permission. This "in the first instance" is an express reference to immediately subsequent to subdivision when the allotments first exist. This then includes an express assertion that "in the first instance" subsequent to subdivision the allotment could **NOT** be used for residential purposes. (convoluted but Osborn carefully wrote these things.)

After asserting that the allotments could not immediately be used for residential purposes Osborn went on at lines 7 and 8 of his rather busy paragraph 160 to say;

Nevertheless, it was envisaged that the cluster type development would result in time in the construction of dwellings.

These two lines say two important thing, firstly that "**cluster type development**" (including water) would result "**in the construction of dwellings**"; this is an express assertion that Osborn's fraudulently fabricated second component to the planning permit is or includes "**construction of dwellings**".

It follows that this is an assertion by Osborn that his (fabricated) second component; "cluster type development with water/open space" is or includes "construction of dwellings **with water**".

The second important thing is that line 8 says these things would occur "in time" meaning at some indeterminate time but unequivocally subsequent to Osborn's first component, subdivision, which is when allotments became available for lawful sale.

The last two lines of Osborn's paragraph 160 then say;

Condition 8 imposed a precondition

to use of development upon the land not upon the subdivision of the land.

Here Osborn introduces his alphabet soup term "use of development upon the land" which is a bumbling attempt to use the word "use" in his rendition of the application and the word "development" of his rendition of the Planning Permit in one term or phrase so as to purport to relate the two.

It is thus manifestly and abundantly clear that Osborn's incredible and carefully coordinated and purposeful set of misrepresentations and fraudulent fabrications end up with four preposterous results.

1. There was two distinct separate and separable components to the planning permit, namely, a "**subdivision**" component and a "**residential development with water**" component
2. Provision of water was **NOT** a condition of subdivision.
3. Provision of water was a function of or integral with Osborn's invented "**residential development with water**" component and which component occurred subsequent to his subdivision component and after the waterless "pastoral" allotments came available for lawful sale.
4. The subdivision component resulted in 45 two acre pastoral allotments without water and with absentee pastoralist owners who couldn't live on their mini pastoral ranches until such time as they wished to "use of development upon the land" which included them providing water.

The fact known to Osborn was that residential use of the allotments was permitted instantly upon subdivision but Osborn's fraudulent assertion to the contrary was necessary to his scheme because if the allotments were immediately useable for residential purposes then his fabricated second component, "**residential development including water**" occurring "in time" subsequent to subdivision, would be superfluous palpable nonsense. For this fabrication Osborn relied on a manifest error of omission in the Planning Permit. While the subdivision was manifestly a rural residential subdivision and the permit set minimum house sizes with rainwater tanks it erroneously did not specifically specify "residential" as a permitted use. Osborn seized upon this obvious omission to facilitate and provide verisimilitude to his fraud.

This 1978 error of omission was well known to Osborn and was rectified in 1979 when the Council sealed the plans of subdivision and the Registrar of Titles register the cluster subdivision and issued titles. In the Ninth Schedule which was registered by the Registrar of Titles on 9th August 1979 the word "are" was interlineated between the words "Allotments" and "only" and the words "residential and" were interlineated between the words "for" and "pastoral". The following is a copy of the relevant part of that Ninth Schedule.

COLUMN 1	COLUMN 2
1 - 45	Allotments are not to be cleared or timber felled without the prior approval of the Council of the Shire of Kyneton and the Body Corporate.
1 - 45	Allotments ^{are} only to be used ^{residential and} for ^{pastoral} purposes, excluding piggeries, kennels and poultry farms, ^{unless} without the prior permission of the Council of the Shire of Kyneton and the Body Corporate, has been obtained.

To provide verisimilitude to his fraud Osborn denied that the subdivision was subject to Council's Policy with respect to allotments sizes and water supply. Compare now Osborn's paragraph 157 with the 1988 submissions set out immediately below. In the face of the facts Osborn simply fabricated whatever was necessary to his fraud. Osborn's paragraph 157 was derived from transcripts which he set out at his paragraph 156 and implied to be from the "application for permit". He in fact selectively transcribed from the **submission** which he was seeking to deny and which in fact gave the lie to his assertions.

157 It is apparent the application was not for conventional subdivision in accordance with minimum areas fixed by reference to water supply. Rather, it was for a cluster subdivision with site specific communal provisions. The application was not one which put forward, an "approved reticulated water supply for the purposes of the Shire of Kyneton Planning Scheme."⁴⁸ It was expressly put forward that the cluster subdivision would not meet the minimum required in this regard for conventional subdivision.

Unfortunately for Osborn; on 7th March 1988 in appeal number P87/2206. At the Administrative Appeals Tribunal Ian Lonie of Maddock Lonie and Chisholm made a written submission on behalf of the Council of the Shire of Kyneton and the Kyneton Water Board and at page 6 he said;

The Council has adopted a policy or guidelines regulating the size of subdivisional allotments in different areas under its planning control. That policy as applied to the subject land provides for a minimum allotment size of 3 acres (with reticulated water) and 6 acres (without reticulated water).

Lonie's report then described a 1976 subdivision of the land which had allotment sizes of average 7 acres and plainly did not need reticulated water.

The report then described the 1978 application for cluster subdivision followed by a description which said it had 45 allotments of 2 acres each and a lot density of 1 allotment per three acres and then the report said that one of the conditions of "that development" required water to be provided by a large on-site dam and internal reticulation where the words "that development" were an obvious reference to the cluster subdivision and not a separate component as Osborn fraudulently represented.

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.

By the foregoing components of his scheme Osborn fraudulently represented;

- that the planning permit had two components
- that the private reticulated water supply was NOT a condition of his subdivision component.
- That a generic water supply was integral with his second component.

Osborn's scheme, particulars part 2;

In 1995 I issued previous proceedings against the Council and Water Board. In 2005 I issued further proceedings. Both proceedings related to the private reticulated water supply.

An application for summary dismissal of the 2005 proceeding was before Osborn.

Osborn's bald faced misrepresentations of the gravamen of my 1995 and 2005 proceedings are incredible.

The fact was that the gravamen of each of the 1995 proceeding and the 2005 proceeding related to the private reticulated water supply, in simple terms;

1. The 1995 proceeding alleged that the private supply had been completed as mandated by law and that from the date that the plans were sealed I had an entitlement to that private supply.
2. The 2005 proceeding alleged that the private supply had **NOT** been completed as required by law and that the council had sealed the plans in breach of its duty to refuse to seal the plans.

Osborn's fabrications were essentially identical to the true gravamen excepting that he carefully substituted the description of the water supply concerned.

1. Osborn represented that the 1995 proceeding alleged entitlement to the 1982 water supply, this implies that the 1982 was the necessary supply.
2. Osborn then represented that the new 2005 gravamen was that I alleged the Council should not have sealed the plans because "necessary water supply" had not been provided.

These simple but exceedingly fraudulent substitutions by Osborn had two purposes.

1. to begin a process of lulling, leading and seducing a reader of his Reasons into believing that the "necessary water supply" was the 1982 water supply and fraudulently representing that the gravamen of the 2005 proceeding relates to the "necessary" 1982 water supply.
2. additionally the use of the generic term "necessary water supply" left it open for Osborn to finally and fraudulently treat/hold, represent that the 1982 supply was that "necessary water supply" and did form the new 2005 gravamen.

These fraudulent misrepresentations of the gravamen occurred as follows.

In his paragraph 17 Osborn said that I had purchased some of the CS1134 land;

Woodleigh Land Factual Background

- 17 In the course of purchasing the Tylden land the plaintiffs had also been persuaded by Buchanan to buy a number of cluster allotments within the Woodleigh land.

Then at his paragraph 18 Osborn said that there was a dispute "as to the withholding of a reticulated water supply" from my land and that **SUCH WATER** was supplied by the Water Board to this subdivision in 1982

- 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.

Then at his paragraph 19 Osborn said that I sued the Council and Water Board in 1995 alleging fraudulent misrepresentations as to my lack of entitlement to **SUCH WATER** when in truth I was entitled to **SUCH WATER**

- 19 Ultimately the plaintiffs sued the Council and the Water Board in 1995 alleging that each had made fraudulent misrepresentations as to the plaintiffs' lack of entitlement to access to such water. As a result it was alleged the plaintiffs had suffered loss upon a mortgagee sale at which the land achieved values reflecting a lack of water supply when (it was alleged) the plaintiffs were in truth entitled to access to such water supply.

At his paragraph 148 Osborn unequivocally asserted that the 1982 supply formed the gravamen of my earlier 1995 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.

Osborn's paragraphs 19 and 148 are unequivocal representations that the gravamen of my 1995 proceeding was that the Council had fraudulently represented that I was not entitled to the 1982 supply from the Water Board when in truth I was entitled to that 1982 supply from the Water Board.

At the time of writing his paragraph 18 and 19 and 148 Osborn knew full well they were fraudulently false

1. firstly the 1982 supply was not withheld, it was not lawfully provided and one cannot withhold that which one cannot lawfully provide. No right to that unlawful 1982 supply existed and none was asserted.
2. secondly as demonstrated below the 1995 proceeding unequivocally alleged entitlement to the private reticulated water supply defined in the submission and Osborn also knew full well that no possible right of action existed in respect of that unlawful 1982 water supply and none was pleaded and it is not possible to construe the 1995 gravamen as fraudulently asserted by Osborn.

Then at his paragraph 21 Osborn fraudulently said that my new 2005 proceeding alleges that the Council should not have sealed the plans of cluster subdivision because **NECESSARY water supply** had **NOT** been provided in accordance with the planning permit allowing the cluster subdivision.

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.

The words "**necessary** water supply" are carefully generic and do not define the private reticulated water supply or the 1982 supply from the Water Board but in context the generic term engenders the notion that the "necessary water supply" is the 1982 "potable" supply.

Osborn's paragraph 21 also represents that **my** allegation included that the "necessary water supply had not been provided in accordance with the Planning Permit". As demonstrated above Osborn's fraudulent rendition of the Planning Permit included that water was NOT a condition of the Planning Permit and not a condition of his invented subdivision component. These representations by Osborn prepared the ground for his fabricated conclusions which included an assertion by him that my case was "premised on a series of misconceptions." (as to the Planning Permit).

At the time of writing his paragraphs 18, 19 and 21 Osborn was well aware that the 1995 and the 2005 proceedings each related to the private reticulated water supply and NOT to the 1982 supply. Osborn was well aware that the 1982 supply was simply an unlawful supply which no-one had entitlement to and no possible right of action existed in respect of that 1982 supply. The writ in proceeding 7966 of 1995 was issued on 26th October 1995.

Paragraph 5(b) of the indorsement of claim pursuant to Rule 5.04(2)(b) of the rules unequivocally alleged that the Defendants (the Council and Water Board and the Shire Engineer and the Joint Shire and Board Secretary) fraudulently represented to the effect that my land did not have and never had a right of access to an approved reticulated water supply.

- (b) in 1985 the Plaintiffs attempted to sell the land at public auction. The sale was cancelled by the Plaintiffs. The sole reason for the cancellation of the sale was because of fraudulent or negligent misrepresentations made by the Defendants to the Plaintiffs to the effect that the land did not have, and never had, a right of access to an approved reticulated water supply ("the representations").

Paragraph 5(h) unequivocally alleged that those representations were false and untrue

- (h) the representations were false and untrue.

The particulars to paragraph 5(h) unequivocally alleged that the representations were false and untrue at the time they were made because of the things set out in subparagraphs (i) to (v) and which things included the 1978 Planning Permit and that condition 8 of that permit required that the development be carried out in accord with the plan and submission which formed part of the application and that the submission provided for construction of a private reticulated water supply consisting of a lake, high level water tanks and reticulation pipes.

PARTICULARS

The representations were false and untrue at the time they were made in that:

- (i) the land was part of Cluster Subdivision No. 1134;
- (ii) Cluster Subdivision No. 1134 had been subdivided pursuant to Planning Permit No. 2191 dated 15.11.78;
- (iii) Provision 6 of Planning Permit No. 2191 required that the Body Corporate of the Subdivision was to be responsible for the proper maintenance of all private facilities including water;
- (iv) Provision 8 of Planning Permit No. 2191 required that the development be carried out in accordance with the Plan and the Submission which formed part of the application for the permit;

- (v) the Submission provided for the construction of a water supply and reticulation system consisting of, inter alia, a lake, high level water tanks, and reticulation pipes;

Subparagraph (vi) then alleged that as and from the date of registration by the registrar of titles each allotment and/or owner had a right and entitlement to a reticulated water supply where that water supply was the private reticulated water supply defined in the submission referred to in condition 8 of the Planning Permit.

- (vi) and accordingly, as and from the date upon which the developers (Kenneth Raymond Buchanan and Yvonne Rae Buchanan) were entitled to sell the allotments (October 1979 i.e. the date of registration of the Plan of Subdivision by the Registrar of Titles) each allotment and/or owner had a right and entitlement to a reticulated water supply;

Paragraph 5(i) then alleged that the Council and Water Board concealed the content of the plans and the Submission constituting provision 8 of the Planning Permit until 8.8.95

- (i) the Defendants concealed from the Plaintiffs the falsity of the representations and the Plaintiffs did not become aware of the content of the Plans and the Submission constituting Provision 8 of the Planning Permit 2191, until 8.8.95;

These things unequivocally define the 1978/9 private reticulated water supply as being the reticulated water which I had right of access to. NOT the 1982 supply as fraudulently represented by Osborn.

The writ was exhibit 1, i.e. the first document, in exhibit SME 2 Volume 1 before Osborn.

Osborn's representations at his paragraph 19 that the gravamen of my 1995 proceeding asserted a right to the 1982 supply from the Water Board was a bald faced false fabrication with no possible basis for such belief by Osborn and the only possible reason for that overt misrepresentation was for the scheme of his fraud.

As discussed above, in the context of his paragraph 18 the generic term, "necessary water supply" in his paragraph 21 implied that the 1982 supply was that necessary water supply. I repeat his paragraph 21 in current context. His paragraph 21 asserts that the new 2005 gravamen is that "necessary water supply" had not been provided.

- 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.

The gravamen of the new 2005 proceeding before Osborn was defined in my written submissions to Osborn, the 2005 proceeding related to two subdivisions, Tylden Rd and Woodleigh Heights, this present discussion only relates to the Woodleigh Heights subdivision. The gravamen in respect to both Tylden Rd and Woodleigh Heights was identical from a legislative viewpoint but different as to the factual basis.

At paragraph 39 of my written submission to Osborn I provided a generic definition of the gravamen as it related to both subdivisions and at paragraph 40 I said these causes of action had been concealed until August 2000.

Then separately I defined the separate factual matters giving rise to the generic description in respect of each subdivision

At his paragraph 95 Osborn transcribed my generic description of the gravamen which simply said that "required services were not present" and that the facts had been concealed until August 2000

95 Accordingly, the present proceedings are founded on allegations of misfeasance in public office.

[39] The most simple issue in respect to each subdivision is that with the knowledge and consent of the second defendant the first defendant sealed the plans of subdivision in full knowledge that the required services were not present and that there was no lawful means of compelling the subdivider, Buchanan, or anyone else to provide those services.

[40] The defendants fraudulently concealed the facts behind these issues during the period 1979 until discovered by me in August 2000 (sic).²³

My separate specific factual basis for the cause of action, the gravamen, in respect of Woodleigh Heights was found at paragraphs 42(w) and (x) of my written submission.

At paragraphs 42(w) and (x) in respect of Woodleigh Heights I precisely and unequivocally defined the generic term "required services" as being "the private reticulated water supply which was described in the submission dated 3.11.78..."

My paragraphs 42(w) and (x) defined the specific factual matters giving rise to the Woodleigh Heights gravamen. These paragraphs unequivocally defined the private reticulated water supply and said that it was required by law to be completed in 1979 but had not been completed and there was no lawful means of compelling provision of that supply in order to make the allotments usable.

w) In relation to Woodleigh Heights the predicated facts of the primary fraud are found at paragraph W10 of the present Amended Statement of Claim and are, in summary, that the First Defendant sealed the plans of cluster subdivision in full knowledge that the private reticulated water supply which was described in the submission dated 3.11.78 and referred to in paragraph W2 of the present Amended Statement of Claim and which water supply was required by law to be completed in 1979 had not been completed.

x) Consequently, for the reasons which I will shortly set out, at the time the cluster plans were sealed there was no water supply present and once the plans of cluster subdivision were sealed, there was "no lawful means to compel or cause construction of those services in order to make the allotments useable"

Osborn did not transcribe or allude to my paragraphs 42(w) or (x) and did not refer to or allude to their content. Osborn fraudulently represented that my generic description constituted the gravamen.

Then at his paragraph 97 and 97(b) Osborn obtusely represented that I described the gravamen as being related to "A" (**generic**) reticulated water supply was not provided at the date of sealing the plans as it was required to be.

97 It is submitted by the plaintiffs that the documentation before the Court demonstrates:

(b) a reticulated water supply was not provided to the Woodleigh land at the date of sealing of the initial cluster subdivision plans, as it was required to be pursuant to the planning permit authorising such subdivision.

By deceitfully transcribing my generic description of the gravamen and by fraudulently representing that I described the gravamen as relating to the generic "A" reticulated water supply Osborn provided verisimilitude to his early misrepresentation where at his paragraph 21 he described the gravamen as relating to "necessary water supply".

By this collection of fraudulent and coordinated misrepresentations as to a generic water supply Osborn was opening and preparing the way for his subsequent fraudulent representation that the 1982 water supply was THAT "a" reticulated water supply.

By the foregoing components of his scheme Osborn fraudulently represented;

- That the gravamen of my earlier 1995 proceeding alleged entitlement to the 1982 supply from the Water Authority.**
- That the proceeding before him alleged entitlement to a generic water supply.**

Osborn's scheme, particulars part 3;

Firstly, as demonstrated above, Osborn fraudulently ascribed two components to the application for permit and to the Planning Permit and then he;

1. fraudulently represented that the provision of a reticulated water supply or any water supply at all was NOT mandated at the time of his subdivision component; and;
2. fraudulently represented that an undefined generic "water" supply was integral to his second component of the Planning Permit.

This then left Osborn with two candidate water supplies to become THE undefined water generic supply which was to be provided at the time that his second invented component was performed and in particular when a purchaser of one or more of the allotments wished to "use of development upon the land".

Those two candidate water supplies were of course the private supply which was mandated by the true condition 8 and the unlawful one which was provided in 1982.

On Osborn's rendition of the Planning Permit neither of these supplies was mandated but Osborn's desperate and imperative task was to make the 1982 supply appear to be the lawful and legitimate supply and thereby render his corrupt little friend's deceitful 1988 submission true and correct.

On Osborn's fraudulent misrepresentations there was no fact of law or fact or available malleable or distortable verbiage at all to make any water supply at all, let alone the 1982 supply the legitimate supply pertinent to or integral with Osborn's fabricated second invented component of the Planning Permit

Osborn therefore used subterfuge and obfuscation designed and intended to lull, draw, lead and seduce a reader of his reasons into a belief that the 1982 water supply was the lawful and legitimate supply integral to his second

component of the Planning Permit and that the private supply could **NOT** be that supply. Osborn also used outright fraudulent misrepresentation and fabrication but for the moment I concentrate on the subterfuge and obfuscation.

For the purpose of this necessary subterfuge and obfuscation Osborn extensively and strongly used the notion "non-potable" to impugn the private reticulated supply and the notion "potable" to enhance the 1982 supply and render the 1982 supply as the obvious correct and proper water supply in the mind of a reader of his Reasons.

I now return for a moment to Osborn's misrepresentations in respect of the Planning Permit. At his paragraphs 163(a) and (c) Osborn represented that neither the private reticulated supply or the 1982 supply was mandated by the Planning Permit but in doing so he added the, but for his fraud, quite superfluous notions of potable and non-potable. Osborn's paragraphs 163(a) and (c) said;

- (a) The permit did not require provision of a reticulated potable water supply by the Water Board or at all;
- (c) The permit did not require completion of the reticulated non-potable water supply as a condition of subdivision;

At his paragraphs 17, 18 and 19 Osborn opened the first paragraphs of his Reasons in respect of Woodleigh Heights by firstly setting out what he fraudulently said to be the factual background to the new 2005 proceeding. In those paragraphs Osborn fraudulently represented that my 1995 claim alleged entitlement to the 1982 water supply from the Water Authority.

Then at his paragraph 68 Osborn transcribed my description of the private reticulated water supply from my earlier 1995 Statement of Claim.

Then in his very first substantive paragraph, paragraph 69, Osborn declared in theatrical manner and in the manner of an important revelation that it was abundantly clear that I was aware that the private supply contemplated by the application for permit was not a potable supply from the Water Authority. (note careful reference to **Application** for Planning Permit as distinct from the Planning Permit per se); Osborn said;

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.

The fact of course was that this notion of potable versus non-potable was entirely and utterly irrelevant in the true scheme of things. This theatrical declaration and revelation was only necessary to Osborn's scheme to seduce a reader of his reasons into believing that the private non-potable supply could NOT be the supply integral to his second invented component of the Planning Permit.

Very significantly this theatrical revelation at his paragraph 69 is identical in meaning to his theatrical revelation at line 1 of page 200 of the transcript when Osborn and Garde were performing their choreographed charade and Garde was reading from the earlier 1995 Statement of Claim and Osborn interrupted and said;

HIS HONOUR: ***"They knew exactly what the position was".***

And Garde replied and said that the 1995 Statement of Claim made it clear that I knew that there was no water fit for human consumption supplied by the Water Authority. Garde said;

"Then taking it the other way round, if this means water supply for human consumption, this pleading makes it very clear also that it was well known that there was no water fit for human consumption

supplied by the board or then the trust, because the pleading refers to household, drinking and bathroom water on a number of occasions, again making it clear that there was no water fit for human consumption supplied by the Water Works Trust."

Osborn's fraudulently fabricated paragraph 69, including the theatrical aspect, was preordained and agreed to by Osborn and Garde when they met or otherwise communicated during the adjournment on 1st November 2006.

Osborn used the notions of potable and/or non-potable at each of his 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) and 181(d) and he also used them in various footnotes which also contained outright misrepresentations and there was no possible reason for such repetitive and fraudulent use other than to deceive and lull and seduce a reader of his reasons into a belief or acceptance that the potable supply must be the legitimate supply.

I am not going to set out bore my readers by setting out all of the misrepresentations in the abovementioned paragraphs, I will merely provided a few representative examples.

In his paragraph 147 Osborn said the obvious fact that the planning permit did not require a potable water supply. He then fraudulently represented that the Water Authority connected a potable water supply "to the subdivision" in 1982.

Also in his paragraph 147 Osborn fraudulently explained my lack of water as resulting from the benign reason that the water (presumably the reticulation system) was not extended to my allotments.

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.

At his paragraph 166 Osborn represents that the Water Supply Agreement was between the Water Authority and WHRD and fraudulently represented that the agreement was "*for the supply of water to the whole of the Woodleigh Heights subdivision*."

166 Further, the agreement between the Water Board and WHRD: "*for the supply of water to the whole of the Woodleigh Heights subdivision*" dated 1 January 1982 was discovered on 15 April 1998 by the Water Board in the Woodleigh Heights Supreme Court proceeding. Clauses 1 and 2 of the agreement are in the following terms:

Significantly in his paragraph 166 Osborn fraudulently quoted an excerpt from paragraph 30 of a letter written by me in 1987 and which asserted that the Water Supply Agreement was "*for the supply of water to the whole of the Woodleigh Heights subdivision*". (That letter was a letter to the Council.)

At his paragraph 169 Osborn transcribed that paragraph 30 and represented that it disclosed knowledge of a potable water supply pursuant to the Water Supply Agreement and that the agreement was "*for the supply of water to the whole of the Woodleigh Heights subdivision*". (including to my land.).

At the time of making that representation Osborn was aware that paragraph 31 of that letter said that the agreement was unlawful. My assertion that the agreement was for supply to the whole of the subdivision was in fact and in context an assertion as to the fraudulent nature of the agreement which fraudulently represented that WHRD "owned or occupied" the whole of CS1134.

Paragraph 30 of my 1987 as transcribed by Osborn at his paragraph 169 said;

30. Kyneton Water Board did subsequently enter into a water supply agreement between itself and Woodleigh Heights Resort Developments Pty Ltd for the supply of water to the whole of the Woodleigh Heights Subdivision.

My immediately following paragraph 31 which Osborn fraudulently omitted said;

31. The agreement referred to in p30 is improper as it is between a private developer and the Water Board and totally abrogates the rights of the body corporate of the subdivision and the other owners of property within the subdivision.

Manifestly, in context, the agreement was "improper" because it fraudulently represented that WHRD "owned or operated" the whole of the land within CS1134 and thereby fraudulently purported to be an agreement "for the supply of water to the whole of the Woodleigh Heights subdivision" and thereby, as stated at my paragraph 31, "totally abrogated the rights of the body corporate and the other owners of property within the subdivision."

There really is no boundary to the audacity of the flagrant fraud of Osborn.

Then at his paragraph 167 Osborn dishonestly said that I had submitted that the 1982 Water Supply Agreement was for the supply of potable water; His paragraph 167 said;

167 I accept the plaintiffs' submission that this is an agreement for the supply of (potable) water to the Woodleigh land.

The fact of course was that my submissions were that the 1982 supply and Agreement were each repugnantly unlawful in all respects. I never said or implied potable or implied legitimacy of that water supply or the agreement or that the 1982 supply was to "the Woodleigh land" as distinct from WHRD.

By his paragraphs 166 and 167 Osborn deceitfully ascribed to me a representation to the effect of his fraud and his subterfuge and obfuscation, namely that the 1982 supply was the potable legitimate supply to the entire subdivision.

While Osborn's fraud is incredible this aspect is astonishing, in the final analysis this astoundingly sophisticated brazen and audacious fraudster intended to seduce a reader to believe/accept that the potable supply was the legitimate supply.

By the foregoing components of his scheme Osborn fraudulently represented;

- That the private reticulated water supply consisting of the lake, header tanks and reticulation system was NOT a condition of his first invented component of the planning permit
- That a potable was in fact connected to the subdivision in 1982
- That the 1982 supply was connected pursuant to an agreement between WHRD and the Water Authority.
- That the "potable" 1982 water supply was the legitimate water supply.
- That my allotments did not have water because of the benign reasons that the 1982 water was not extended to my allotments.

By those overtly fabricated and purposefully contrived purported reasons Osborn;

- legitimised the various component parts of the fraud of the Council and Water Authority.
- Legitimised the 1988 corrupt conduct of Garde and his then co-conspirators.
- Legitimised the fraudulent circumstances of the sale of my land by MCL/Esanda/ANZ.
- Concealed and denied the sham and scam summary dismissal applications of Garde Delany and Co.
- Concealed and denied the sham and scam purported defence put by the then John Middleton QC.

Osborn's contrived reasons were substantially in accord with the charade of Garde and Osborn following the adjournment in the hearing of 1st November 2006.

Justice Robert Osborn and the now Major General Justice Greg Garde are nought more than corrupt and malicious criminals.

The fraud of Osborn is so flagrant that it is manifest that he could not and would not contemplate such flagrant fraud and extreme criminal conduct unless he was pre-assured of the now repeatedly demonstrated protection of his equally corrupt peers, Attorneys General and the repeatedly demonstrated complicit silence of the Chief Justice herself.

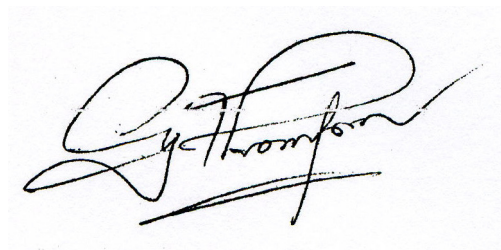
The Chief Justice was provided with hard copy details of the Woodleigh Heights aspect of Osborn's flagrant fraud by express post of 3rd February 2014 and again by registered mail of 10th June 2015. I sent a further registered letter on 5th August 2015. Copies of those letter are available on my website <http://courtsontrial.com>

Osborn and Garde and the Chief Justice continue to genuflect to one another while knowing full well that fraud is afoot.

So long as the present Chief Justice, Osborn and Garde and a few others remain as judges of the Supreme Court and Court of Appeal and so long as nothing is done the Court is a sham.

I will see at least Osborn and Garde incarcerated and the Chief Justice at least shamed into retirement.

Osborn is crass, his fraud is palpable, the fraudulently fabricated orders and sealed Authenticated Order Documents were also crass and flagrant fraud. See the video entitled "Justice Robert Osborn - Fraudulently fabricated Orders and Authenticated Orders" available on my website <http://courtsontrial.com>

A handwritten signature in black ink, appearing to read 'Glenn Thompson', with a stylized flourish at the end.

Glenn Thompson.