

57. I do not propose to repeat what was written on all of those pleadings but to highlight some of the important matters which written in the book of pleadings. They are as follows:

**Page 2**

- *"On 12 February 1980, Buchanan lodged a notice to the effect of the 13<sup>th</sup> schedule of The Local Government Act."*

**Page 5**

- *"Notwithstanding that it was illegal Buchanan has sold at least 2 of the allotments... in order to avoid the provisions of Section 9 of the Sale of Land Act which at that time prevented the sale of allotments on subdivision of more than two allotments etc Buchanan then lodged seven separate plans which were contrived to create several subdivisions of two lots each."*

**Page 6**

- *"Buchanan lodged 30<sup>th</sup> schedule notices in relation to these new contrived plans."*

**Page 7**

- *"The Council served a separate "Notice of Requirement" in relation each of the contrived plans which were numbered 79305E-79305K". (Counsel for the First Defendant submits that within that sequence one would think that there would be plans with the letter G which is a plan that had been discovered to Mr Thompson),*

**Page 8**

- *"Although Buchanan thought that he had exploited a loophole in the law he had in fact broken the law because as it was his clear intention to subdivide the land into 18 allotments he was bound to give one 30<sup>th</sup> schedule notice and one plan showing all allotments".*

**Page 10**

- *"Buchanan therefore approached the Council (that notation is on a letter written by Mr Buchanan to Mr Wilson, Shire Engineer of the Shire of Kyneton. The last paragraph of that letter states " Would it be possible for approval to be given at the next Council meeting to accept the bank guarantees so that the requirement on the subdivision may be lifted".*

**Page 14**

- *"At the time of providing the guarantee I had the reasonable expectation that the Council and Water Trust would only accept the guarantees in relation to a legally*

*enforceable agreement between themselves and Buchanan or a legal requirement upon Buchanan".*

**Page 15**

- *"As I now know the Council and the Water Trust accepted the guarantees for the purpose of giving effect to the unlawful intention indicated in Council's letter of 7 May 1980 which was an intention to act in breach of Section 569E(3)(a) of the Local Government Act".*

**Page 17**

- *"The council however always intended that the requirements were "secretly still on foot". (Here there is knowledge of alleged covert or secret activity)*

**C3**

- *"The claim was derived from the evidence of the Shire Engineer's given at the Bendigo Magistrates' Court."*

**C4**

- *Discovery however indicates that the council's evidence at Bendigo was false. Discovery reveals that the relevant 30<sup>th</sup> Schedule Notices were dated 4 March 1980.*

**C12**

- *"Mr. Buchanan had illegally sold two of the lots and had been able to do so as the Council was prepared to accept plans of the subdivision contrived in such a manner as to appear to be two lot subdivisions."*

**C15**

- *"Subsequently upon receipt of my guarantee Council gave effect to its original intent by lying to the Registrar of Titles."*

58. Clearly on an analysis of the pleadings by Mr Thompson, it appears that nothing has been concealed from the Plaintiffs. I do not accept the submission that the notations on these pleadings are proof that Mr. Thompson was under a wrong impression. The only conclusion that I can come to is that there can not have been any concealment.

59. I am also at a loss to understand how there has been any concealment in relation to the Woodleigh Heights Land. I note that Mr. Thompson swears that upon reaching the conclusions in relation to Tylden Road Land, he began to consider the possibility that the First Defendant may have acted unlawfully in relation to the Woodleigh Heights Land. He