

TRANSMISSION REPORT

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26/2/88
Tel 7162420

Woodleish Heights Resort Developments P/L
Gair & Erabe
Solicitors
31 Queen Street
Melbourne 3000.

Dear Sir,

Re:- P87/2206 Woodleish Heights Resort Developments P/L.

I hereby give notice that on the day of hearing I intend to apply to the Administrative Appeals Tribunal to be heard in this matter.

I intend to draw the following matters to the attention of the Tribunal.

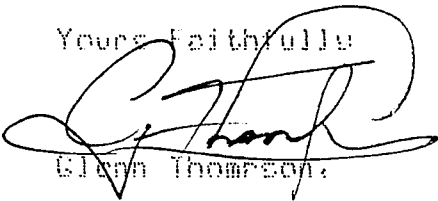
- 1/ I was, until my mortgagees took possession of my land, the beneficial owner of land within Cluster Subdivision 1134.
- 2/ Woodleish Heights Resort Developments P/L did enter into a contract or agreement ("the agreement") with the Kyneton Water Board the effect of which was to enable Woodleish Heights Resort Developments P/L to usurp control of Common Property and Water within the Cluster Subdivision.
- 3/ Woodleish Heights Resort Developments did by virtue of the agreement prevent myself from having access to the Common Property and Water and may prevent any future owner from having access to the common property and water.
- 4/ Woodleish Heights Resort Developments P/L has constructed Tennis Courts on the Common Property and has purported to sell inter alia exclusive rights to the said Tennis Courts and common property to the exclusion of other present & future owners of land within the Cluster Subdivision.
- 4/ Mr Brian Murphy the Managing Director of Woodleish Heights Resort Developments while representing himself as secretary of The Body Corporate attempted to prevent the erection and maintenance of "FOR SALE" signs relating to my land while concurrently facilitating the erection and maintenance of signs advertising land owned by Woodleish Heights Resort Developments P/L.
- 5/ The agreement provided for a water supply to land which was at the time situated outside Kyneton Waterworks District and

also to land situated within the Waterworks district but without the Kington Urban District.

- 6/ The approval of the Governor in Council for the supply of water to that part of the land situate outside of the Waterworks District was neither sought nor obtained by Kington Water Board.
- 7/ The agreement provided for the construction of works for the supply of water and the approval of The Minister for the carrying out of those works was neither sought nor obtained and the works were carried out without lawful authority.
- 8/ By Plan sealed by the Kington Water Board on the 8th November 1984 and subsequently approved by Order of the Governor in Council the Kington Urban District was extended in the north to include all of the subject land and also extended in the south to include another development to which water was supplied without a supporting agreement and in respect of which works had been done without the approval of The Minister.
- 9/ By subsequent Plan sealed by Kington Water Board on the 1st May 1985 and subsequently approved by Order of The Governor in Council the subject land was excised from the Kington Urban District.
- 10/ The recommendation that the Draft Order excising the subject land from the Kington Urban District be submitted to the Governor in Council for approval was supported by the statement "The area to be deleted from the Urban District is not supplied.....".
- 11/ This advice supporting the Draft Order was absolutely false. At the time some 30 dwellings were supplied with water for domestic use and there was an existing indoor heated swimming pool and spa also supplied by agreement. Additionally Kington Water Board fully intended to service almost 100 more allotments within the area to be excised.
- 12/ During the period the subject land was within the Kington Urban District the Kington Water Board did misrepresent the status of the land and continued to state in relation to my land: "The Board has no mechanism by which the allotments referred to may be supplied with water except with the agreement of Woodleish Heights Resort Developments P/L".
- 13/ The Kington Water Board gave false and misleading advice and Woodleish Heights Resort Developments P/L did refuse to facilitate a water supply to my land and did deny me access to the common property.
- 14/ Due to my inability to secure services to my land I have been unable to meet my obligations to my mortgagees and they have taken possession of my land.

- 15/ During the period that I was prevented from obtaining services to my land Woodleigh Heights Resort Developments P/L did offer to purchase my land at low prices and pointed out that they did not require myself to provide services to the land or obtain building permits.
- 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 Thomson.