

5th June 2018

Mr. David Gonski AC.
Chairman of Directors
ANZ Bank.

Dear Mr. Gonski.

High Crimes, Corruption & Concealment of Corruption.
My proposed complaint to the present Royal Commission into Banking etc.

In several letters in the period 20th August 2015 to 25th January 2018 I provided sufficient evidence of certain corrupt conduct and I variously requested that you and your fellow directors, individually and collectively and the Bank assist me to expose that high crime and corruption.

Your minions repeatedly conveyed the personal refusal of yourself and your fellow directors and the Bank to assist me.

My various letter imposed a personal duty of due diligence on you and your associates and the Bank to make appropriate inquiry and I provided you with sufficient detail to make that inquiry.

Assuming that due diligence was done then you and your associates will be aware of the fact of the serious corrupt and criminal conduct, detailed below, occurring in the period 7th March 1988 to 19th February 1990 and that the Bank and its subsidiaries corruptly concealed that conduct and that you and your associates and the Bank are presently engaged in continuing to conceal that corrupt conduct and knowingly protecting your internal criminals and external high criminals.

If you did not conduct due diligence inquiry then you and your associates and the Bank are more culpable.

I think that the greater probability is that you did conduct due diligence.

You and your fellow directors and the Bank now have until Friday 15th June 2018 to unconditionally agree to assist me.

If you continue to refuse to assist me or fail to reply at all I will immediately file several complaints with the present Royal Commission.

My complaint will be against each director and the Bank's executive and the Bank and will be founded on your failure and refusal to assist to expose corrupt conduct which you are aware of or have a duty to be aware of.

I will also make a separate complaint in respect of unlawful Default Notices issued by the Bank. Details are in my letter dated 19th October 2017 to the Bank's directors.

I now put the corruption occurring on and since 7th March 1988 in context of much broader related corrupt conduct.

The following represents about 5% of my total information.

As sufficiently particularised further below:-

In the period 15th November 1985 until 1st August 1995 the ANZ Bank, in its own right and by a number of its subsidiaries were underwriters for, fourth ranking shareholders of, financiers to, bankers for, conspirators with and complicit bystanders to the overtly corrupt and fraudulent timeshare schemes of Kenneth Raymond Buchanan and associated companies.

All but one stream of the various related schemes were contrived to and did skin, scam and defraud thousands of generally lower socio economic Australian mums and dads and their families.

The Bank and its subsidiaries intended to profit from those scams against mums and dads.

That separate stream was contrived to first defraud me and to then further scam mums and dads.

Concurrently, in the period 1987 until acquired by Esanda in April 1989, Mercantile Credits Limited and its sordid solicitors and a Buchanan related timeshare company were involved in maliciously concealing and perpetuating that separate stream.

Then in the period 7th August 1989 until discovered by me in January 1992 the ANZ Bank and its subsidiaries and Buchanan timeshare companies and associates were engaged in consummating and actively concealing consummation of that stream which was a particularly malicious and serious fraud against me and my family.

Then in the period January 1992 until the present day the Bank has been continuously engaged in maliciously concealing and denying that its subsidiaries consummated the fraud known to them.

That separate stream particularly involved the now Macedon Ranges Shire Council and Coliban Water and on 21st November 1985 aspects of that stream were described in the Victorian Parliament as being a conspiracy to defraud me by rendering my land valueless and unsaleable to any entity other than a particular Buchanan related timeshare company which wished to fraudulently acquire my land for timeshare purposes. Buchanan and the timeshare company were named in Parliament. The key document in that conspiracy was a palpably fraudulent purported Water Supply Agreement which was also mentioned in Parliament.

That conspiracy was that the Council and Water Authority and the timeshare company palpably fraudulently represented that pursuant to the Water Supply Agreement the timeshare company owned and operated the water supply and common property reticulation system within Cluster Subdivision CS1134 where my land was situated and that water and water dependant building permits were not available to my land except with the consent of the timeshare company.

That conspiracy was palpably fraudulent and not possible at law.

My land was mortgaged to MCL since 1984 and MCL was intimately aware of the fact of that conspiracy and that it had been described in Parliament and had caused my default with MCL and had prevented MCL from lawfully exercising its power of mortgagee's sale.

In 1987 and 1988 with MCL's consent and with irreconcilable conflict of interest MCL's sordid solicitors were also solicitors for the timeshare company named in Parliament and MCL's sordid solicitor conspired with that company and with the Council and Water Authority and with the now Major General Justice Greg Garde to pervert the course of justice by deceiving the Administrative Appeals Tribunal by making various overtly false representations in respect of the Water Supply Agreement and representing that it was a lawful and enforceable and thereby knowingly and maliciously concealed and perpetuated the conspiracy described in Parliament.

As a direct result I remained unable to deal with my land and MCL remained unable to conduct a lawful mortgagee's sale.

At that time, by letter dated 29th February 1988 I told MCL and its sordid solicitor John Norman Price that Price had a conflict of interest and could not act for both MCL and the timeshare company. In absolute knowledge of that conflict they maliciously and purposefully conspired with the timeshare company and perverted the course of justice on 7th March 1988. (Full and complete details of that conspiracy are set out in my earlier letters)

After acquisition by Esanda MCL accounts were transferred to and allocated Esanda account numbers and in the period about July 1989 until 9th January 1990 and because Esanda could not lawfully exercise power of mortgagee's sale Esanda and the same sordid solicitor conspired with one another and with Buchanan and Buchanan's solicitor and knowingly and maliciously consummated the conspiracy described in parliament by secretly and fraudulently purporting to exercise mortgagee's power of sale and deliver my land at a fraction of its true value to the Buchanan scammer timeshare company which ANZ was shareholder in and seeking to profit from.

The presently relevant circumstances precedent to and surrounding the fraudulent consummation of that conspiracy are;

On 7th March 1988, I became aware of a fragment of the complicity of MCL and its solicitors in the conspiracy to pervert the course of justice and defraud me and by very substantial certified mail of 11th July 1988 I wrote to the then Chairman of MCL, Mr. Ian Ferres and completely set out the fragments then known to me.

At Mr. Ferres personal direction MCL responded by letter dated 22nd July 1988 and undertook to investigate and reply.

MCL and its solicitors did not reply but instead concealed the facts which would reveal that they had conspired with the Buchanan company and with the Council and Water Authority and the now Major General Justice Greg Garde and relied upon fraudulently fabricated documents to pervert the course of justice and thereby maliciously conceal and perpetuate the conspiracy described in the Victorian Parliament.

At that time my efforts were entirely directed against the Council and Water Authority in order to overcome the conspiracy described in Parliament.

By faxed letter of 7th August 1989 MCL/Esanda's sordid solicitor, John Norman Price, wrote to my solicitor and said two critical things;

- That he had spoken to Buchanan's solicitor.
- That if I could not arrange alternative finance by Friday 11th August 1989 then his client (MCL/Esanda) would deal with all other interested purchasers.

Due to the conspiracy described in Parliament and the fact that MCL and its sordid solicitors, John Norman Price in particular, had conspired to pervert the course of justice and to conceal and perpetuate that conspiracy each of MCL/Esanda, myself and John Norman Price knew well that there was no possibility of "*other interested purchasers*" other than Buchanan related companies.

I then made inquiry and discovered that the sole other interest purchaser was the Buchanan company Petite P/L. (now ACN 006 551 051).

I then told MCL/Esanda that if they attempted to sell to Petite I would seek an injunction.

By letter dated 10th August 1989 my solicitor wrote to MCL/Esanda's sordid solicitors and set out that they were aware of the essence and effect of the conspiracy described in parliament and that Buchanan or his nominee were seeking to purchase my land from MCL/Esanda and set out that such sale would be at the least inequitable.

My solicitor then asked to be advised if their client intended to proceed with such sale in order that I could take the requisite action to protect my interests. (That was a specific reference to my intention to seek injunction.)

By subsequent letter dated 1st September 1989 my solicitor again wrote to MCL/Esanda's sordid solicitors and said;

- Buchanan was a signatory to the Water Supply Agreement.
- That MCL/Esanda's solicitor had acted on at least one occasion in a matter in which that Water Supply Agreement was an essential document.
- That MCL/Esanda's solicitor was aware that I had been denied water because of that Water Supply Agreement.
- That denial of water is affecting the price of my land.
- That a Buchanan company had previously attempted to purchase my land below its true value.

That letter then again requested that the solicitors inform us immediately if MCL/Esanda chooses to take any action contrary to my interest.

By letter dated 7th September 1989 MCL/Esanda's sordid solicitors, John Norman Price, responded and denied having prior knowledge of Buchanan's involvement. They then said that there was little or no point in further correspondence.

Whether or not Price had prior knowledge of Buchanan's involvement is entirely irrelevant. The palpable certainty is that he did have knowledge as and from my solicitor's letter of 10th August 1989.

On the exact same day as MCL/Esanda's solicitor wrote its letter of 7th September 1989 a new two dollar company, Deckwood Pty. Ltd. (now ACN 007 300 414) was incorporated.

Then by contract dated 31st October 1989 MCL/Esanda sold my land to that brand new two dollar company for a mere \$135,000 and which price was known by MCL to reflect the fact of the fraud described in Parliament.

Transfer occurred on 19th February 1990.

Being aware that MCL and its solicitors and the now Major General Justice Greg Garde had perverted the course of justice and entirely as a consequence the fraud described in Parliament remained on foot MCL/Esanda could not and did not offer or advertise the land for lawful and legitimate mortgagee's sale.

MCL/Esanda and their solicitors and Buchanan and his solicitors were all well aware that they had consummated the conspiracy described in parliament

Very Significantly;

- The initial shareholders of Deckwood were Petite Pty. Ltd. And a solicitor, Jame Stanton Lewis.
 - I have discussed Petite above as original intended purchaser against which sale I threatened injunction.
 - Jame Stanton Lewis was a director of Club Resorts Ltd which, as discussed below, was the principal scammer in the scam referred to above.
 - As discussed below, ANZ Nominees were fourth ranking shareholder of Club Resorts Limited and ANZ securities were underwriters for the initial public offering of shares in Club Resorts Limited.
 - Interestingly in 2011 ASIC charged Lewis with unrelated corporate crimes which he pleaded guilty to.
- Bruce Stanley Burdon-Smith, solicitor, was Company Secretary of Petite Pty. Ltd.
 - Burdon-Smith was principal of solicitors Burdon-Smith & Associates who were the solicitors for Buchanan referred to in MCL/Esanda's solicitors letter of 7th August 1989
- At the date of purchase of my land the directors of Deckwood Pty. Ltd. Were;
 - Jame Stanton Lewis (discussed above)
 - Corinne Jenny Normington. (a daughter of Kenneth Raymond Buchanan.)
 - Corinne Jenny Normington was also a director of Petite Pty. Ltd.
- MCL/Esanda and their solicitor provided a fraudulent reply to the Requisitions and Enquiries of Deckwood Pty. Ltd. In respect of the legal status of the land and its useability etc.
 - The reply to requisitions was signed by Mr. G. Miller of MCL/Esanda.
 - In his earlier letter to me dated 11th August 1988 Mr. G Miller had undertaken to, but did not, reply to my letter of March 1988 to the Chairman of Directors of MCL.
 - Mr. Miller was absolutely aware of the circumstances of the conspiracy described in Parliament and was also aware that MCL and its solicitors had conspired to pervert the course of justice as discussed above and he was aware that the sale had occurred in the circumstances of the conspiracy.
 - Mr. Miller and MCL and its sordid solicitors were well aware that the Water Supply Agreement referred to above constituted an unsearchable unlawful encumbrance on the entire cluster subdivision, including the common property, and which rendered my land unusable and unsaleable.
 - Consequently the replies to enquiries 4, 5 and 14 were false and known to be false at the time they were written. In addition MCL/Esanda's solicitor knew them to be false.
 - Deckwood Pty. Ltd. And Burdon Smith were also aware that they were false.
 - On the answers given I could have sold my land years ago and MCL or MCL/Esanda could have held a lawful mortgagee's sale.
- A lease document dated 26th July 1990 between Petite Pty. Ltd. As lessor and Club Kirribilli Limited (now ACN 007 447 645) as lessee and bearing \$10 Victorian Duty Stamp states that Petite Pty Ltd is the registered proprietor of the whole of the land in the first schedule.
 - The first schedule lists each and every one of my allotment sold to Deckwood Pty. Ltd.

- The period of the lease is 99 years at \$1.00 per year for a total of \$99.00 and which is agreed has been paid.
- The shares of Club Kirribilli Limited consist of a variety of classes of shares which relate to the various weeks of a year, i.e, share class X52 relate to week 52 of a year and the owner of such a share is entitled to occupy a leased property during that week.
- Such shares are "time-shares".
- Each and every one of my allotments were "times-shared" properties with high value indeed.
- A trust deed dated 26th July 1990 establishing the Club Kirribilli trust was prepared by Burdon-Smith
 - That trust deed is between;
 - Vacation Ownership Resorts Limited
 - The ultimate holding company of Vacation Ownership Resorts Limited was Club Resorts Limited in which ANZ Nominees was fourth ranking shareholder and ANZ securities were underwriters.
 - Petite Pty. Ltd. (as discussed earlier the original intended purchaser)
 - Permanent Trustee Australia Limited (no comment)
 - Permanent Trustee Company Limited. (no comment)
 - That Trust deed was approved by the commissioner under section 166 of the Companies (Victoria) Code and bore appropriate Victorian Stamp Duty.
 - Inter alia, the recitals to that deed record that Petite Pty. Ltd. Has purchased the land.
 - The definitions to that deed record that "Land" means Lots a,b,c,d,e,... (which include each and every one of my allotments sold by MCL/Esanda to Deckwood.)
 - The definitions also record that "Lease" means the lease referred to above.
- The Club Kirribilli Trust issued prospectuses offering "ownership intervals" in the Club Kirribilli Trust.
 - The trust provided a mechanism whereby Club Kirribilli Limited could sell "time-shares" or occupancy rights in buildings which were not yet constructed. i.e. sell off the plan. i.e. sell "time-shares" in my land notwithstanding that houses were not yet constructed on them.
- Those documents and that scheme were not prepared overnight. They were in train at least since Petite first tried to purchase my land in the circumstances of the conspiracy.
- At that time, with a \$30,000 house (1990 dollars) built on it they were selling the 52 timeslots in the house and land at about \$300,000 1990 dollars. A very lucrative scam indeed but more on that scam below.

On the face of it the abovementioned lease, trust deed and prospectus were fraudulently false.

- On 10th June 1992 I performed a Titles Office search on a random one of my allotments, namely lot 130 on cluster plan CS1134 being the land described in Volume 9596 Folio 188
- A transfer of land, dealing number 290492 1143 45 12 R886226P was filed on 29th April 1992 and indicates that Deckwood Pty. Ltd. Sold that allotment to Petite Pty. Ltd. On 27th April 1992
- It follow that the statement in the lease that Petite was proprietor of the land and the statement in the deed that Petite had purchased the land on or before the date of those documents are false.
- It follows that the prospectus was also false.
- That transfer of land was prepared by Burdon-Smith and executed by parties to the lease and deed.

Each and every person and entity engaged in the sale and purchase of my land was engaged in malicious fraud.

Further significantly;

Neither MCL/Esanda or their solicitors notified me or my solicitor of anything at all after their letter of 7th September 1989.

That secret and fraudulent sale left a very substantial balance owing by me to Esanda.

In knowledge that they had sold my land in fraudulent circumstances Esanda did not account to me and made no demand at all for the outstanding balance.

I and my solicitor were of the view that my land could not be lawfully sold in the circumstances of the conspiracy.

Believing I could still pay out MCL/Esanda and recover my land I continued to devote all of my efforts into defeating the conspiracy.

In January 1992 an informer advised me of the sale to Deckwood and provided me with a copy of a Notice of Acquisition which had been filed by Burdon-Smith on the 8th February 1990

After making further enquiry, including obtaining a copy of the transfer of land, I faxed a demand to Mr. Warren MacNee and quoting the Esanda account numbers I required MCL/Esanda to account to me and to advise if the land was sold by public auction and advise if the proposed sale was advertised.

On MCL Letterhead bearing the ANZ logo on 29th January 1992 Warren MacNee said;

- As Agents in Possession there was no requirement to advise details of the sale.
- If I required further information I should contact MCL/Esanda's solicitor John Price.

Then by letter dated 3rd February 1992, thinking he was Chairman of Directors of ANZ/Esanda, I wrote to Mr. Will J. Bailey, and asked him to intervene to have Esanda account to me and provide details of the conduct of the sale.

By ANZ letter dated 4th February 1992 Mr. Bailey personally responded as deputy chairman and Group CEO. Mr. Bailey said that he had asked (instructed) senior colleagues to investigate as a matter of urgency and we will be in contact with you soon.

By letter dated 6th February 1992 Esanda's General Manager Operation, Mr. R. G Adams responded and advised financial details and the fact that a substantial balance was owing. He did not say anything in respect of the conduct of the sale. Whether that was a careless or purposeful omission I cannot say. I suspect purposeful.

By letter dated 6th February 1992 I again wrote to Mr. Bailey. I included a copy of Hansard of 21st November 1985 and pointed out;

- That the timeshare company mentioned in Parliament was a client of the solicitor John Price who had handled the sale of my land.
- That Buchanan had been mentioned in Parliament and that interests associated with Buchanan had purchased my land.

At that time, because I was until then unaware of the sale and still considered the Council and Water Authority to be the principal fraudsters I had not yet pieced together the chain which began on or about 7th August 1989 when MCL/Esanda's sordid solicitor spoke with Buchanan's solicitor and ended with the fraudulent sale to Deckwood as set out above.

By letter of 10th February 1992 I asked Mr. Adams to provide full detail of advertising, conduct, valuations, and statutory section 32 and section 27 certificates and said that I required copies of all relevant documents.

By letter of 11th February 1992 Ron Adams said that they were looking for documents requested by me and that they may have to contact the solicitors. He also said he would contact me in next few days.

On Wednesday 19th February I spoke with Ron Adams and he expressly said that we (Esanda and I) may have to look at suing the solicitors and that Esanda had arranged a meeting with the solicitors.

By letter of 21st February 1992 I wrote to Ron Adams and referred to the conversation of Wednesday 19th February and I told him that his representatives will not be able to distinguish fact from fiction and that they should meet with me before meeting with the solicitors.

By faxed letter of 27th February 1992 Ron Adams wrote to me and said;

- He had investigated my complaint.
- The documents requested by me were not in the public domain and he could not breach the confidentiality of the purchaser by supplying them to me.
- Section 77 of the Transfer of Land Act allows a mortgagee in possession, in good faith, to sell the land by private treaty, to **any** interested party and that MCL had complied with those requirement and had acted in my best interest. (Mr. Adam's emphasis)
- The only legal requirement is to account to me for any surplus over and above liabilities and as there was no such surplus there was no obligation to account to me.
- He found no evidence of misconduct and my complaint has no foundation.

Mr. Ron Adams was bald faced lying, either he had not competently investigated at all or he was fraudulently misrepresenting his findings. Ron Adams, MCL/Esanda and their solicitors knew well the land was not sold either lawfully or in good faith.

Various on/off periods of communication between myself and Esanda then continued until August 1995 when I discovered part of the key to the conspiracy of the Council and Water Authority.

During that period while denying the fraud and conspiracy known to it Esanda continued to not ask for or attempt to recover the residue of my debt which remained and which it kept secret after the fraudulent sale. At 30th November 1994 that residue was \$142,982.99 (1994 dollars). A very substantial sum at the time and certainly well over a million dollars in today's money.

I then issued a series of Victorian Supreme Court writs against the Council and Water Authority. Inter alia the Statements of Claim alleged that Esanda had sold my land in the circumstances of the conspiracy.

In a written submission before Justice Robert Osborn I set out the aspects then known to me about the 7th March 1988 Tribunal hearing where MCL's solicitor, John Norman Price, conspired with the now Major General Justice Greg Garde to pervert the course of justice and conceal and perpetuate the conspiracy described in Parliament.

Justice Robert Osborn then fraudulently fabricated purported Reasons for Judgment which were specifically, maliciously and flagrantly contrived to conceal the conspiracy described in Parliament and thereby conceal the fraudulent circumstances of the sale of my land and thereby conceal the corrupt and probably criminal conduct of his law school friend and close associate, the then Major General Greg Garde QC.

I now particularly refer the Bank to my letter to the Bank of 25th February 2018 and earlier letters referenced therein which with great particularity set out the conduct of MCL/Esanda , the now Major General Justice Greg Garde, Justice Robert Osborn and others.

The scheme to skin, scam and defraud mums and dads.

A simple timeshare scheme operates in the following manner.

- For a nominal fee, normally \$1.00 per year, a property owner leases the entire property to a company also owned by him. Normally a 99 year lease.
- The owner holds one or more subscriber shares in the lessee company and the balance of the shares consist of various classes of shares which carry an entitlement to occupy the leased premises for a period of time. Those shares are commonly known as "time-shares"
- The owner then sells those time-shares to the public.
- The owner is left as lessor of commercially valueless real estate and liable for property taxes etc.

A so called "Title based" timeshare scheme operates in the following manner;

- As with simple timeshare scheme except that a purchaser of a time-share also acquires part ownership, as tenants in common, in the commercially valueless real estate.

- To facilitate such "title based" schemes the Victorian Government introduced section 98D of the Transfer of Land act whereby on the application of the owner the Titles office cancels an original certificate of title and issues a number of so called "Certificates of Title for Share Interests" and in the case of time-share schemes 52 such certificates are applied for and issued.
- Each such certificate records a purchaser of a "time-share" as being owner of a fifty second undivided share or part in the leased and commercially valueless property concerned.

A Buchanan related "Title based" timeshare scheme operated in the following fraudulent manner;

- Buchanan and his various companies and trusts fraudulently represented that the purchaser was in fact purchasing valuable real estate and on purchasing that valuable real estate they also acquired an annually recurring right of periodic occupation.

The Bank's subsidiary, ANZ Securities Ltd, was stockbroker and underwriter for Prospectus dated 15th November 1985 for the initial public offering of shares in the timeshare developer/marketer Club Resorts Ltd. (ACN 006 467 090)

At the close of that offering the Bank's subsidiary, ANZ Nominees Ltd, was fourth ranking shareholder.

The business of Club Resorts Ltd was manifestly and flagrantly fraudulent in nature and it is not credible that the Bank's subsidiaries were not aware of that fraudulent nature.

The principle fraudulent misrepresentation was that Club Resorts Ltd represented that the timeshares sold by it were real estate. An example fraudulent misrepresentation was at page 5 of the prospectus which said; *"It is a normal real estate transaction and the purchaser has all the rights and responsibilities of property ownership As with all real estate purchased in this manner the property can be sold, leased, rented or generally disposed of as desired by the purchaser"*

- The fact known to Buchanan and the ANZ subsidiaries was that that representation was utterly false.

Six days after the date of that prospectus, as discussed above, on 21st November 1985 the conspiracy against me was described in the Victorian Parliament.

That prospectus set out an intention to establish a trust which would purchase Club Resorts timeshares. The prospectus cautioned that establishment of that trust may not occur.

In December 1985 Club Resorts Ltd was listed on the second board of the Melbourne Stock Exchange.

By letter dated 30th September 1986 Club Resorts Ltd advised the Melbourne Stock Exchange that it had consummated (completed) a sale to the trust on 19th September 1985. That sale of \$3,174,000 was included in Club Resorts Limited figures for the year ended 30th June 1986.

In other words Club Resorts Ltd represented that on 19th September 1985 it had sold timeshares to a trust which its prospectus of 15th November 1985 said did not exist and may not be established.

That miraculous sale to the then phantom trust is not and could not be disclosed in the Club Resorts Ltd prospectus.

That miraculous sale converted a substantial loss into a profit of \$21,000 for the year ended 30th June 1986.

A prospectus dated 19th November 1986 offered 5,075,250 one dollar units in the newly embodied trust which was entitled Vacation Property Trust. That trust consisted of 50,000,000 1986 dollar units and was intended to provide Club Resorts Ltd with substantial annual income for its shareholders.

That prospectus set out that the purpose of the offering was to enable the trustee to purchase "vacation weeks" from Club Resorts Ltd.

The prospectus made the identical fraudulent misrepresentations as the Club Resorts Ltd prospectus. The trust prospectus fraudulently represented that the nature of the investment was *"A property investment in Resort accommodation"* and that the assets were *"in existence and are title based"*.

The prospectus fraudulently represented that the trust would rent out that real estate whereas the fact was that the trust was in reality purchasing "time-shares" and then selling or assigning instances of the right to occupy the leased and commercially valueless premises.

To induce people to purchase units in the trust the prospectus fraudulently represented that the "Capital appreciation of the underlying assets has ranged from 12% to 20% per annum for the past three years."

- That was a fraudulent representation that the "title based" asset had appreciated whereas the fact was that Club Resorts Limited had simply increased the selling price of the "time-shares" sold by it. The real estate portion of the asset remained subject to the 99 year lease and remained commercially valueless.

Those fraudulent representations were consistent with the in fact fraudulent title of the trust, "Vacation Property Trust." Numerous other very serious misrepresentations were in the prospectus.

The Manager of the trust was a Club Resorts Ltd subsidiary, Vacation Ownership Resorts Ltd. Buchanan was a director of that subsidiary. As discussed above Club Resorts Limited was ultimate holding company of Vacation Ownership Resorts Ltd and ANZ Nominees was fourth ranking shareholder.

The trust prospectus sets out that Club Resorts Ltd guaranteed a minimum return of 12% to subscribers to the trust. The scheme was simple, Club Resorts Limited sold outrageously priced "timeshares" to the trust and then handed back sufficient to guarantee 12% return.

The trust was effectively a classic Ponzi scheme which relied on regular offer of portions of the balance of the 50,000,000 trust units to generate further fraudulent timeshare sales to enrich the shareholders of Club Resorts Ltd.

That trust prospectus was distributed to unsuspecting mum and dad sucker potential investors as an inclusion in the Victorian tabloid newspaper, "The Sun". Such distribution was intended to scam mums and dads.

Upon receiving my unsolicited copy and noticing that Buchanan was a director I immediately suspected fraud and found several instances of that flagrant fraud within about ten minutes.

I contacted Simon Calder who was a business/finance reporter for the Victorian broadsheet newspaper, "The Herald" Simon published a large and damning article in the Business section of "The Herald" of Dec 18 1986. In genteel manner that article sufficiently set out that the trust was a fraud.

I then spoke with, wrote to and met with Mr. Peter Canet of the underwriting stockbroker, McKinley Wilson and Co. Though made aware of the aspects related by me and described herein the underwriter decided to continue with the underwriting agreement. I was however advised that Buchanan himself had personally guaranteed the underwriter. Buchanan was in effect the actual and secret underwriter.

I am delighted to say that at least in part due to my efforts the offer of units in the trust completely failed and had a probable world record low take-up of only five and a half percent and many unsuspecting mums and dads were saved from an effective Ponzi scheme designed to skin them and enrich the shareholders of Club Resorts Ltd. Including the ANZ Bank via ANZ Nominees.

Being the inveterate fraudster that he was Buchanan advised the stock exchange that the offering was oversubscribed. The financial Review of 6th April 1987 reported that Club Resorts Ltd had told it that the trust was oversubscribed by \$750,250 whereas the Financial Review was more reliably informed that only about 6% was taken up and the underwriter was stuck with the rest. The Herald newspaper of 3rd April 1987 reported that Buchanan had advised a shareholder meeting of Club Resorts that the trust offer had been fully subscribed. The Herald also reported that the true subscription was less than six percent.

Based on material provided by me the Victorian Director of Consumer Affairs objected to Club Resorts Finance holding a credit providers licence. The Victorian Government granted the licence but barred Buchanan from being a director. The South Australian Government flew me and my documents to Adelaide and then at least in part due to my efforts Judge Michael Noblet said that Buchanan was not a fit and proper person and South Australia refused to grant a credit providers licence to Club Resorts Finance.

The various prospectuses issued to sell "time-shares" made similarly fraudulent misrepresentations and so did the sales pitches employed by Club Resorts.

I am delighted to say that at least in part due to my efforts Club Resorts Limited went belly up and the ANZ Bank did not profit from the intention to scam many more thousands of mums and dads. The Bank and Buchanan did however succeed in defrauding me and to date, with the assistance of corrupt judges and lawyers, the Bank has maliciously succeeded in concealing and perpetuating that flagrant and crass fraud against me and my family.

Endnotes

My problem arose in April 1982 when I discovered that Buchanan and officers of Westpac Bank and its subsidiaries were involved in corrupt conduct. It appears to me that I was the first person encountered by Buchanan who could not be bribed or bought. Buchanan then resorted to armed men visiting my home at night and threatening my children, my then wife and me. When that intimidation was unsuccessful Buchanan and his various mercenary associates then embarked on the series of frauds against me and which included that ANZ subsidiaries completed the fraud begun by Westpac. It's a very interesting and compelling total story of crime and corruption and I have been very diligent and and I have all of the components.

Notably, several ex officers of Westpac were directors of the abovementioned Buchanan companies.

From my information to it, as early as 1985 Westpac was well aware of but denied the various schemes its officers were involved in. More recently, in respect of a minor aspect, by Deed dated 12th November 2009 Westpac did not admit the various things but came to a \$1,100,000 settlement with me and my ex wife.

By private and confidential memo to all councillors dated 18th January 1989, while the conspiracy remained on foot, the then Shire Engineer of the Council referred to in Parliament set out the root component of the conspiracy described in Parliament and which component remained concealed from me until 2000. That component was also necessarily and specifically concealed by Justice Robert Osborn's fabrications.

In the period at least 1979 to 1980 the council executive and Buchanan and the solicitor for both Buchanan and the Council were engaged in schemes to sell land in breach of the law. That scheme involved processing plans of subdivision which were in flagrant breach of 97 of the then Transfer of Land Act and a number of other provisions. Several of those plans were each of the plans in the series Lodged Plans 135199 to 135208. Buchanan delivered gifts such as portable colour television sets to accommodating officers of the Titles Office. The Manager of the 235 Elizabeth Streets and Thomastown Branches of Westpac Bank were engaged in financing the illegal sales and developments. The Council's and Buchanan's solicitors Palmer Stevens & Rennick filed those patently unlawful plans with the Titles Office on September 2nd 1980. Westpac, as caveator of the parent property, consented. The Manager of the Thomastown Branch of Westpac, John Saviour Muscat, subsequently became a director of Vacation Ownership Resorts Ltd

In order to deceive the Councillors to have them seal the illegal plans the Shire Engineer represented them as being a single plan which had been filed in parts or sections.

In a subsequent Magistrates Court proceeding and in a Supreme Court proceeding the Shire Engineer fabricated documents and represented them as being parts or stages of a single subdivision.

In order to conceal that particular scheme, at paragraph 5 of his purported Reasons for Judgment Justice Robert Osborn knowingly and maliciously repeated the palpably false representations and evidence of the Shire Engineer.

Justice Robert Osborn and a number of other so called judicial officers are nothing more than crass criminals who are at least self assured that equally corrupt people and organisations such as the ANZ Bank and its officers will not stand against them.

There is a consistent theme and that theme is that the directors and executive of Westpac and ANZ and the Council and the Water Authority and the Judges and lawyers of the Supreme Court of Victoria all conceal the criminals in their ranks and the mums and dads suffer. The present directors and executive of ANZ merely perpetuate the deceit of their predecessors.

Yours Faithfully

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

Glenn Thompson.