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Mr Ian Ferres



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Glenn Thompson
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Mr Ian Ferres.
Chairman Of Directors.
Mercantile Credits Limited.
16th Floor Goldfields House
1 Alfred Street
Sydney 2000.

Dear Sir.

Re:- M.C.L. Finance A/C 66223 & 36164

It is with regret that I find it necessary to write to you personally however I consider the conduct of your company and/or agents gives rise to some important questions which must be answered at the highest level.

In order for you to obtain a full understanding of these matters It is necessary to give a comprehensive history of the events leading up to the involvement of your company.

RELEVANT POINTS:-

- 1/ ACCOUNTS 66223 & 36164 WERE BOTH ADVANCES SECURED BY MORTGAGE OVER 18 BLOCKS OF LAND ALL OF WHICH FORM PART OF CLUSTER SUBDIVISION 1134 (CS1134) AT KYNETON VICTORIA AND KNOWN AS "WOODLEIGH HEIGHTS ESTATE"
- 2/ "WOODLEIGH HEIGHTS ESTATE" WAS DEVELOPED BY A K.R. & Y.R. BUCHANAN.
- 3/ THE SUBDIVISION CONSISTED OF 45 TWO ACRE ALLOTMENTS WHICH WITH THE COMMON PROPERTY GAVE AN AVERAGE DEVELOPMENT DENSITY OF APPROXIMATELY 1 ALLOTMENT PER THREE ACRES.
- 4/ THE SUBDIVISION IS SITUATED IN AN AREA WHERE COUNCIL WILL NOT PERMIT ALLOTMENTS OF LESS THAN 6 ACRES "WITHOUT A RETICULATED WATER SUPPLY"

- 5/ THE PLANS FOR THE SUBDIVISION PROVIDED FOR A "RETICULATED WATER SUPPLY" AND WERE THEREFORE APPROVED BY THE COUNCIL.
- 6/ ONE OF THE CONDITIONS OF THE COUNCIL PERMIT WAS "THE BODY CORPORATE SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL PRIVATE FACILITIES INCLUDING WATER"
- 7/ THE WATER SUPPLY AND RETICULATION SYSTEM CONSISTED OF :-
 - (1) A STORAGE DAM OF APPROXIMATELY 6 ACRES IN AREA.
 - (2) 2 LARGE CONCRETE HEADER TANKS
 - (3) THE PRIMARY RETICULATION SYSTEM (FROM WHICH INDIVIDUAL TAPPINGS ARE MADE)
- 8/ THE ENTIRE WATER SUPPLY AND RETICULATION SYSTEM IS CONSTRUCTED ON AND FORMS PART OF THE COMMON PROPERTY.
- 9/ EACH CERTIFICATE OF TITLE RECORDS THAT A PROPRIETOR OF AN ALLOTMENT ON THE SUBDIVISION IS "SUBJECT TO ANY ENCUMBRANCE A MEMORANDUM WHEREOF HAS BEEN ENTERED ON THE REGISTERED PLAN" THE PROPRIETOR IN FEE SIMPLE OF "AN UNDIVIDED SHARE IN THE COMMON PROPERTY".
- 10/ THERE ARE NO ENCUMBRANCES RECORDED ON THE REGISTERED PLAN.
- 11/ I AM AND HAVE AT ALL TIMES BEEN ABSOLUTELY ENTITLED TO FREE AND UNENCUMBERED ACCESS TO THE WATER RETICULATION SYSTEM.
- 12/ IN 1981 A COMPANY "WOODLEIGH HEIGHTS RESORT DEVELOPMENTS P/L" (W.H.R.D) WAS ESTABLISHED FOR THE PURPOSE OF ESTABLISHING A TIMESHARE RESORT ON THE SUBDIVISION.
- 13/ DURING 1981 W.H.R.D. PURCHASED SEVERAL ALLOTMENTS FROM THE BUCHANANS AND CONSTRUCTED HOUSES ON THOSE ALLOTMENTS.
- 14/ BY EARLY 1982 THERE WERE AT LEAST 5 HOUSES AND A SPORTING COMPLEX INCORPORATING A HEATED INDOOR SWIMMING POOL, SPA AND SAUNA CONSTRUCTED ON THE DEVELOPMENT.
- 15/ TWO OF THESE HOUSES WERE OWNED BY PRIVATE INDIVIDUALS OTHER THAN W.H.R.D. AND ALL WERE CONNECTED TO THE COMMON PROPERTY WATER RETICULATION SYSTEM.

- 16/ IN 1982 THE WATER RETICULATION SYSTEM OF THE SUBDIVISION WAS CONNECTED TO THE KYNETON URBAN WATER SYSTEM.
- 17/ IN 1982 W.H.R.D. P/L REQUESTED THAT I GRANT THEM AN OPTION OVER MY LAND.
- 18/ IN MAY OF 1983 I ENTERED INTO AN OPTION AGREEMENT WITH W.H.R.D. FOR MY LAND.
- 19/ IN APPROXIMATELY SEPTEMBER OF 1983 W.H.R.D. EXERCISED THEIR OPTIONS AND ENTERED INTO UNCONDITIONAL CONTRACTS IN RESPECT TO ALL OF MY LAND.
- 20/ IN APPROX FEBRUARY OF 1983 YOUR COMPANY TOOK ASSIGNMENT OF MORTGAGES OVER MY LAND.
- 21/ W.H.R.D. SUBSEQUENTLY DEFAULTED ON THE CONTRACTS TO PURCHASE MY LAND.
- 22/ I ADVISED W.H.R.D. THAT I WOULD RESCIND AND SELL ELSEWHERE.
- 23/ W.H.R.D. ADVISED THAT IF I RESCINDED THEY WOULD PREVENT MY ACCESS TO WATER.
- 24/ KYNETON WATER BOARD SUBSEQUENTLY ADVISED THAT THEY HAD ENTERED INTO A "PRIVATE WATER SUPPLY AGREEMENT" WITH W.H.R.D. FOR THE SUPPLY OF WATER TO THE SUBDIVISION.
- 25/ KYNETON WATER BOARD ADVISED THAT "THE BOARD HAS NO MECHANISM BY WHICH THE ALLOTMENTS MAY BE SUPPLIED WITH WATER EXCEPT WITH THE AGREEMENT OF W.H.R.D."
- 26/ KYNETON WATER BOARD FURTHER ADVISED THAT "SHIRE PERMITS TO BUILD WILL NOT BE ISSUED UNLESS THE BLOCKS ARE SUPPLIED WITH WATER"
- 27/ KYNETON COUNCIL ADVISED:- "ISSUE OF BUILDING PERMITS IS TO REMAIN CONDITIONAL UPON THE DEVELOPMENT BEING SERVICED BY RETICULATED WATER..."
- 28/ W.H.R.D. WITHHELD THEIR AGREEMENT FOR A WATER SUPPLY TO MY LAND.

- 29/ WATER AND THEREFORE BUILDING PERMITS WERE UNAVAILABLE TO MY LAND.
- 30/ MY LAND WAS THEREFORE RENDERED VIRTUALLY VALUELESS AND UNSALEABLE.
- 31/ W.H.R.D. CONTINUED TO CONSTRUCT DWELLINGS ON LOTS ADJACENT TO MINE AND OBTAINED A WATER SUPPLY TO EACH AND EVERY DWELLING.
- 32/ BOTH W.H.R.D. AND KYNETON WATER BOARD REFUSED TO MAKE AVAILABLE A COPY OF "THE PRIVATE WATER SUPPLY AGREEMENT" WHICH WAS AFFECTING MY LAND AND MY RIGHT OF ACCESS TO THE COMMON PROPERTY.
- 33/ I ELECTED TO ISSUE PROCEEDINGS AGAINST W.H.R.D. AND IN APPROX JUNE OF 1984 ISSUED WRITS SEEKING SPECIFIC PERFORMANCE OF THE CONTRACTS.
- 34/ I FELL INTO DEFAULT WITH YOUR COMPANY.
- 35/ I ALSO FELL INTO DEFAULT WITH A.G.C. WHO HELD THE FIRST MORTGAGES ON THE LAND.
- 36/ A.G.C. ATTEMPTED TO HOLD A MORTGAGEES AUCTION OF THE LAND IN APPROX NOVEMBER OF 1984.
- 37/ A.G.C. RETAINED L.J. HOOKER OF KYNETON TO CONDUCT THE AUCTION. SIGNS WERE ERECTED ADVERTISING THE LAND.
- 38/ THE AUCTION SIGNS WERE PULLED DOWN DAILY BY PERSONS UNKNOWN, I WAS HOWEVER ADVISED BY DIRECTORS OF W.H.R.D. THAT THEY WOULD REMOVE THE SIGNS AS FAST AS THEY WERE ERECTED.
- 39/ L.J. HOOKER RE-ERECTED THE SIGNS DAILY.
- 40/ MR BRIAN MURPHY THE MANAGING DIRECTOR OF W.H.R.D. WROTE TO A.G.C. AND REQUIRED A.G.C. TO REMOVE THE SIGNS. MR MURPHY PURPORTED TO BE THE SECRETARY OF THE BODY CORPORATE AND THIS LETTER PURPORTED TO BE FROM THE BODY CORPORATE.
- 41/ MR KEVIN SHEPPARD OF HOOKERS AND I JOINTLY COMPLAINED TO THE KYNETON POLICE ABOUT THE REMOVAL OF THE SIGNS.

- 42/ SUBSEQUENTLY A.G.C. WERE ADVISED BY KYNETON WATER BOARD THAT WATER WAS UNAVAILABLE TO THE LAND AND COULD NOT BE OBTAINED AND THAT BUILDING PERMITS WERE THEREFORE UNAVAILABLE.
- 43/ A.G.C. CANCELLED THEIR PROPOSED MORTGAGEES AUCTION APPROX 4 DAYS PRIOR TO THE SCHEDULED AUCTION DATE.
- 44/ MY SUPREME COURT ACTION NO 2360/84 AGAINST W.H.R.D. CAME TO COURT IN SEPTEMBER OF 1985.
- 45/ A MEMBER OF YOUR STAFF TESTIFIED AT THE HEARING IN REGARD TO THE SUMS OWING TO YOUR COMPANY.
- 46/ THE EVIDENCE GIVEN BY YOUR COMPANY WAS INACCURATE (FURTHER REFERENCE BELOW)
- 47/ IN FULL KNOWLEDGE OF THE COURT PROCEEDINGS KYNETON WATER BOARD CONTINUED TO REFUSE TO MAKE AVAILABLE A COPY OF "THE WATER SUPPLY AGREEMENT"
- 48/ MY SOLICITORS ADVISED KYNETON WATER BOARD THAT HE WOULD TAKE ACTION TO FORCE THE WATER BOARD TO MAKE THE AGREEMENT AVAILABLE.
- 49/ ON THE MORNING OF THE THIRD DAY OF COURT W.H.R.D. MADE A PROPOSAL FOR SETTLEMENT.
- 50/ THE PROPOSAL OF W.H.R.D. WAS:-
(1) THEY WOULD AGREE TO A WATER SUPPLY TO MY LAND.
(2) THEY WOULD DO ALL IN THEIR POWER TO HAVE "THE PRIVATE WATER SUPPLY AGREEMENT" TRANSFERRED TO THE BODY CORPORATE.
(3) THEY WOULD PURCHASE 9 OF THE ALLOTMENTS.
(4) THEY WOULD PAY ME \$90,000.00 CASH
(5) THEY WOULD PAY ALL COSTS OF THE COURT ACTION.
- 51/ THE PROPOSAL WAS ACCEPTED BY MYSELF AND THE COURT MADE APPROPRIATE ORDERS.
- 52/ THE \$90,000.00 RECEIVED BY MYSELF WAS TOTALLY USED TO PAY OUT A.G.C. YOUR COMPANY THEREBY BECAME FIRST MORTGAGEES.
- 53/ THE PROCEEDS OF THE SALE OF THE 9 ALLOTMENTS WAS ENTIRELY USED TO PAY THE MORTGAGEE RELATED TO THOSE ALLOTMENTS.

- 54/ I IMMEDIATELY PROCEEDED TO SELL THE LAND.
- 55/ I ENGAGED L.J. HOOKER OF KYNETON TO SELL THE LAND.
- 56/ MY WIFE AND I WERE PRESENT WHEN L.J. HOOKERS WERE ERECTING THE SIGNS ADVERTISING THE PROPOSED AUCTION.
- 57/ MR BRIAN NOEL MURPHY THE MANAGING DIRECTOR OF W.H.R.D. ARRIVED ON THE SCENE AND DEMANDED THAT WE REMOVE THE SIGN.
- 58/ I REFUSED, MR MURPHY INSTRUCTED AN EMPLOYEE OF W.H.R.D. TO RUN THE SIGNS DOWN WITH THEIR PRIVATE FIRE TRUCK.
- 59/ MY WIFE STOOD BETWEEN THE TRUCK AND THE SIGN.
- 60/ MR BRIAN NOEL MURPHY INSTRUCTED THE DRIVER TO RUN MY WIFE DOWN.
- 61/ THE DRIVER OF THE TRUCK REVERSED TOWARDS MY WIFE AND PLACED HER IN FEAR OF HER LIFE.
- 62/ I CALLED THE POLICE, WHO ATTENDED IMMEDIATELY.
- 63/ MR MURPHY AVOIDED THE POLICE BY LEAVING OUT A REAR ENTRY TO THE DEVELOPMENT.
- 64/ IMMEDIATELY FOLLOWING BY LETTER DATED 5/11/85 KYNETON COUNCIL ADVISED L.J. HOOKER TO REMOVE THE SIGNS FORTHWITH.
- 65/ ON THE 11TH NOVEMBER 1985 MR MAX MCDONALD M.L.A. VISITED THE COUNCIL OFFICES WITH MYSELF AND SPOKE TO THE SHIRE ENGINEER WHO HAD ORDERED THE REMOVAL OF THE SIGNS.
- 66/ AT THIS MEETING THE SHIRE ENGINEER ADVISED MR MCDONALD AND MYSELF:-
- (1) THE TENNIS COURTS WHICH ARE FOR THE PRIVATE USE OF TIMESHARERS ARE CONSTRUCTED ON THE COMMON PROPERTY.
 - (2) THAT WATER WAS NOT AVAILABLE TO MY LAND AND THEREFORE I WOULD NOT GET BUILDING PERMITS.
 - (3) THAT W.H.R.D. WANTED TO BUY MY LAND AND THAT I SHOULD SELL TO THEM RATHER THAN GOING TO AUCTION.

- 67/ I ADVISED THE ENGINEER THAT I HAD JUST COMPLETED A COURT ACTION WHICH ATTEMPTED TO FORCE W.H.R.D. TO COMPLETE CONTRACTS IT HAD WITH MYSELF.
- 68/ THE SHIRE ENGINEER ADVISED THAT THIS CONFLICTED WITH HIS UNDERSTANDING OF MATTERS.
- 69/ I NOW KNOW THAT AFTER THE COURT HEARING W.H.R.D. WROTE TO COUNCIL AND SAID "ALTHOUGH OUR COMPANY HAD OPTIONS OVER ALL THE LAND CONTAINED IN CS1134WE NOW FIND DUE TO LEGAL PROBLEMS THAT WE HAVE NOT BEEN ABLE TO EXERCISE THAT OPTION." "WE STILL HOPE TO ACQUIRE ALL THE LAND....."
- 70/ W.H.R.D. ALSO WROTE TO THE WATER BOARD AND SAID:- ".....AT THE TIME OF ENTERING THE AGREEMENTS OUR COMPANY OWNED SOME OF THE LAND WITHIN THE CLUSTER SUBDIVISION AND HAD WHAT WE THOUGHT TO BE SECURE OPTIONS OVER THE BALANCE OF THE LAND"....."AND FOLLOWING A SUPREME COURT WRIT WHICH WE DEFENDED.....WE NO LONGER HAVE ANY CLAIM OR OPTION OVER THE LAND OWNED BY THOMPSON."
- 71/ BOTH OF THESE LETTERS FROM W.H.R.D. ARE ABSOLUTELY FALSE AND MISLEADING.
- 72/ THE SHIRE ENGINEERS UNDERSTANDING OF MATTERS CONCURS WITH THE CONTENT OF THESE TWO LETTERS.
- 73/ IMMEDIATELY FOLLOWING THE VISIT BY MR MCDONALD THE KYNETON WATER BOARD BY LETTER DATED THE 12TH NOVEMBER 1985 WROTE TO MY AGENTS L.J. HOOKER AND ADVISED THAT WATER WAS NOT CURRENTLY AVAILABLE TO THE LAND.
- 74/ I WAS SUBSEQUENTLY ADVISED BY THE WATER BOARD THAT I DID NOT HAVE WATER AND I WOULD NOT GET WATER.
- 75/ I THEREFORE WAS FORCED TO CANCEL MY PROPOSED AUCTION UNDER IDENTICAL CIRCUMSTANCES TO THOSE WHICH FACED A.G.C. WHEN THEY PROPOSED TO SELL THE LAND AND WHICH WERE:-
(1) REMOVAL OF THE SIGNS ADVERTISING THE AUCTION.
(2) ACTION TO ENSURE THE SIGNS REMAINED IN PLACE.
(3) DENIAL OF WATER.
- 76/ I THEREFORE WAS AGAIN UNABLE TO SETTLE WITH YOUR COMPANY.

- 77/ AFTER I WAS FORCED TO CANCEL MY SALE W.H.R.D. BY LETTER DATED 21ST NOVEMBER MADE AN INADEQUATE OFFER FOR MY LAND. THIS LETTER WAS SENT SOME 9 DAYS AFTER THE WATER BOARD ADVISED THAT WATER WAS NOT AVAILABLE TO MY LAND. THE OFFER WAS FOR LESS THAN 60% OF THE CONTRACT PRICE WHICH THEY HAD DEFAULTED ON AND WHICH WAS THE SUBJECT OF THE COURT ACTION ONLY 8 WEEKS PREVIOUSLY.
- 78/ IT IS CLEAR THAT W.H.R.D. WERE IN A POSITION TO PROFIT FROM MY CONTINUED INABILITY TO OBTAIN WATER.
- 79/ IN THEIR LETTER W.H.R.D. POINTED OUT THAT:- "IT SHOULD BE NOTED THAT WE DO NOT REQUIRE THE VENDORS TO PROVIDE ANY SERVICES NOR DO WE REQUIRE BUILDING PERMITS FOR ANY OF THE ALLOTMENTS."
- 80/ THE FOLLOWING POINTS SHOULD BE NOTED:-
- (1) PRIOR TO MY COURT ACTION THE WATER BOARD STATED THAT "I COULD HAVE WATER WITH THE APPROVAL OF W.H.R.D."
 - (2) AFTER THE COURT ORDERED W.H.R.D. TO GIVE THEIR APPROVAL W.H.R.D. WROTE TO THE COUNCIL AND WATER BOARD AND GAVE ABSOLUTELY FALSE INFORMATION REGARDING THE CIRCUMSTANCES OF THE COURT ACTION TO THE COUNCIL & WATER BOARD.
 - (3) AFTER RECEIPT OF THE LETTERS FROM W.H.R.D. BOTH THE COUNCIL AND WATER BOARD ACTIVELY HINDERED MY SALE. THE COUNCIL INSISTED THAT MY SIGNS BE REMOVED AND THE WATER BOARD DENIED WATER TO MY LAND.
 - (4) W.H.R.D. MADE AN INADEQUATE OFFER AFTER I WAS AGAIN DENIED WATER.
- 81/ I THEREFORE REMAINED UNABLE TO SELL MY LAND AND SETTLE WITH YOUR COMPANY THIS INABILITY TO SELL RESULTED DIRECTLY FROM THE COMBINATION OF THE "WATER SUPPLY AGREEMENT" AND FROM THE FALSE AND MISLEADING INFORMATION GIVEN TO THE COUNCIL AND WATER BOARD BY W.H.R.D. AND THE DECISION OF COUNCIL AND THE WATER BOARD TO BOTH REMOVE MY SIGNS AND TO CONTINUE TO DENY WATER.

- 82/ YOUR COMPANY WAS EXPECTING AN IMMINENT SETTLEMENT AT THIS TIME, I THEREFORE FULLY INFORMED YOUR COMPANY OF THE CONTINUING CIRCUMSTANCES.
- 83/ AFTER THESE LATEST EVENTS I HAVE PERSONALLY CONDUCTED AN ENQUIRY INTO THE DEALINGS OF THE COUNCIL, WATER BOARD AND W.H.R.D. IN THIS MATTER.
- 84/ I HAVE AT ALL TIMES KEPT YOUR COMPANY INFORMED OF MY DISCOVERIES AND I HAVE PERSONALLY AND REGULARLY SPOKEN TO MR JOHN NORMAN PRICE OF GAIR AND BRAHE WHO ACTS FOR YOUR COMPANY IN THIS MATTER.
- 85/ I LAST INFORMED MR PRICE OF MY DISCOVERIES IN NOVEMBER OF 1987.
- 86/ I DID DURING THESE CONVERSATIONS WITH MR PRICE INFORM HIM THAT MY DISCOVERIES EVIDENCED MATTERS OF AN UNLAWFULL NATURE IN RESPECT TO THE DEALINGS BETWEEN W.H.R.D. AND KYNETON WATER BOARD.
- 87/ MR PRICE DID REQUEST ACCESS TO THE EVIDENCE COMPILED BY MYSELF AND DID SO REQUEST AS LATE AS NOVEMBER OF 1987.
- 88/ BOTH MR PRICE OF GAIR AND BRAHE AND YOUR COMPANY HAVE AT ALL TIMES BEEN AWARE THAT MY INABILITY TO SETTLE WITH YOUR COMPANY RESULTS FROM THE DEALINGS BETWEEN W.H.R.D. AND THE KYNETON WATER BOARD AND THE EXISTANCE OF "THE WATER SUPPLY AGREEMENT"

- 89/ BY ORDINARY MAIL OF THE 11TH DECEMBER 1987 GAIR AND BRAHE SERVED A WRIT SEEKING POSSESSION OF THE LAND FOR YOUR COMPANY.
- 90/ THE WRIT WAS SENT TO THE REGISTERED OFFICE OF MY TRUSTEES "WOODLEIGH HEIGHTS MARKETING P/L" WHO HAD RECENTLY RELOCATED. BY THE TIME THE WRIT WAS RE-ADDRESSED AND SUBSEQUENTLY REDIRECTED TO MYSELF IT WAS THE 21ST DECEMBER BEFORE I RECEIVED THE WRIT.

- 91/ AS THE DATE OF SERVICE IN THE ORDINARY COURSE OF THE POST COULD NOT BE EARLIER THAN MONDAY THE 14TH DECEMBER 1987 AND THE TEN SUBSEQUENT DAYS WITHIN WHICH A DEFENCE WAS ABLE TO BE LODGED CARRIED THROUGH UNTIL THE CHRISTMAS BREAK THEN I DID UNDER THE RULES OF THE SUPREME COURT OF VICTORIA HAVE UNTIL MID JANUARY 1988 TO LODGE A DEFENCE.
- 92/ NOTWITHSTANDING THE FACT THAT I HAD ADEQUATE TIME I URGENTLY REFERRED THE MATTER TO MY SOLICITORS ON TUESDAY 22ND DECEMBER 1987 WHO ADVISED MYSELF TO IMMEDIATELY LODGE A DEFENCE.
- 93/ ON WEDNESDAY THE 23RD DECEMBER I LEARNED THAT JUDGEMENT HAD BEEN ENTERED AGAINST MYSELF ON TUESDAY THE 22ND DECEMBER 1987.
- 94/ I SUBSEQUENTLY LEARNED THAT JUDGEMENT WAS SO ENTERED ON THE BASIS OF AN "AFFIDAVIT OF SERVICE" SWORN BY JOHN NORMAN PRICE OF GAIR AND BRAHE
- 95/ THE "AFFIDAVIT OF SERVICE" ATTESTS THAT THE WRIT WAS SERVED BY MAIL OF 9TH DECEMBER 1987.
- 96/ IF THE DATE OF SERVICE AS SWORN TO IN THE AFFIDAVIT OF SERVICE WAS COMMENSURATE WITH THE DATE ON THE ENVELOPE CONTAINING THE WRIT JUDGEMENT COULD NOT HAVE BEEN OBTAINED UNTIL MID JANUARY 1988.
- 97/ MY SOLICITORS HAVE REQUESTED MR PRICE TO EXPLAIN THE DISPARITY BETWEEN THE AFFIDAVIT OF SERVICE AND THE DATE ON THE ENVELOPE AND TO DATE HE HAS FAILED TO OFFER ANY EXPLANATION.
- 98/ IN ADDITION THE WRIT ISSUED ON BEHALF OF YOUR COMPANY IS SIMPLY FACTUALLY INCORRECT.
CLAUSE 7 IS INCORRECT.
CLAUSE 15 IS INCORRECT.
CLAUSE 18 IS INCORRECT. (FURTHER REFERENCE BELOW)
- 99/ ON THE 23RD DECEMBER I LEARNED THAT YOUR SOLICITORS, GAIR AND BRAHE AND IN PARTICULAR MR JOHN NORMAN PRICE WAS ACTING FOR W.H.R.D.

- 100/ MR PRICE REFUSED TO CONFIRM OR DENY AS TO WHETHER OR NOT HE WAS ACTING FOR W.H.R.D.
- 101/ I INFORMED MR PRICE THAT IN MY OPINION THERE WAS A CONFLICT OF INTEREST AND THAT HE COULD NOT BOTH ACT FOR W.H.R.D. AND ALSO ACT IN THE INTEREST OF YOUR COMPANY IN RESPECT TO MY LAND.
- 102/ I CONTACTED MR DES SMYTH OF YOUR COMPANY AND INFORMED HIM OF MY PERCEPTION OF A CONFLICT OF INTEREST AND MADE AN APPOINTMENT TO SEE HIM IN EARLY JANUARY 1988.
- 103/ I SUBSEQUENTLY MET WITH MR SMYTH WHO ARRANGED A MEETING WITH GAIR AND BRAHE FOR LATE JANUARY 1988 AND THAT IN THE INTERIM THEY WOULD NOT PROCEED TO TAKE POSSESSION OF THE LAND. I GAVE MR SMYTH A COPY OF AN EXTRACT FROM THE HANSARD REPORT OF THE VICTORIAN PARLIAMENT. (HEREWITH)
- 104/ AT THIS MEETING MR SMYTH CONFIRMED THAT GAIR AND BRAHE WERE IN FACT ACTING FOR W.H.R.D. AND WERE DOING SO WITH THE KNOWLEDGE AND CONSENT OF YOUR COMPANY.
- 104/ IN LATE JANUARY 1988 MY SOLICITOR AND I MET WITH MR JOHN PRICE AND MR DES SMYTH.
- 105/ MR JOHN PRICE ADVISED THAT HE WAS ACTING FOR W.H.R.D. IN A MATTER BEFORE THE PLANNING APPEALS TRIBUNAL AND THAT HE INTENDED TO REPRESENT THE INTERESTS OF MY LAND AT THAT HEARING.
- 106/ I CONFIRMED MY PREVIOUS ADVICE TO BOTH MR PRICE AND MR SMYTH THAT IN MY OPINION THERE WAS A CONFLICT OF INTEREST AND ALSO ADVISED THAT THE ONLY PROBLEM RELATED TO MY LAND WAS THAT OF THE WATER SUPPLY.
- 107/ MR PRICE ADVISED THAT HE INTENDED TO PROCEED TO TAKE POSSESSION OF MY LAND.
- 108/ YOUR COMPANY DID TAKE POSSESSION.

- 109/ AS I CONSIDERED IT IMPOSSIBLE FOR MR PRICE TO ACT IN THE INTEREST OF MY LAND AND YOUR COMPANY AND ALSO IN THE INTERESTS OF W.H.R.D. I INFORMED MR PRICE OF MY INTENTION TO APPLY TO BE HEARD AT THE FORTHCOMING PLANNING TRIBUNAL HEARING.
- 110/ I GAVE MR PRICE WRITTEN NOTICE OF THOSE MATTERS WHICH I INTENDED TO RAISE AT THE HEARING AND WHICH RELATED TO THE INTERESTS OF MY LAND.
- 111/ AT THE PLANNING APPEAL HEARING THE SOLICITORS ACTING FOR KYNETON COUNCIL AND KYNETON WATER BOARD OBJECTED TO MY BEING HEARD AND INFORMED THE TRIBUNAL THAT "MR THOMPSON HAS BEEN EVERYWHERE WITH HIS COMPLAINTS....."
- 112/ MR GARDE COUNSEL FOR W.H.R.D. AND WHO WAS INSTRUCTED BY GAIR AND BRAHE ALSO OBJECTED TO MY BEING HEARD AND INFORMED THE TRIBUNAL THAT "MR THOMPSON NO LONGER OWNS ANY LAND ON THE SUBDIVISION" AND "MR THOMPSON HAS AN ONGOING DISPUTE WITH MERCANTILE CREDITS LIMITED"
- 113/ MR GARDE UNDER INSTRUCTION FROM GAIR AND BRAHE AND W.H.R.D. MISREPRESENTED MYSELF BY STATING IN PARAGRAPH 2.3 OF HIS SUBMISSION THAT "SUPREME COURT PROCEEDINGS ERUPTED BETWEEN THE THREE DEVELOPERS....." WHEREAS THE FACTS ARE THAT SUPREME COURT PROCEEDINGS WERE FORCED UPON MYSELF BY THE DELIBERATE AND CALCULATED ACTIONS OF W.H.R.D. AS OUTLINED ABOVE"
- 114/ THE REPRESENTATIONS OF THESE PEOPLE HAD THE EFFECT OF AND DID REPRESENT MYSELF AS A "TROUBLE MAKER WITHOUT A GENUINE GREIVANCE OR PURPOSE"
- 115/ AS A RESULT I WAS NOT PERMITTED TO QUESTION WITNESSES CALLED AT THE HEARING AND WAS PREVENTED FROM COMPLETING MY PROPOSED SUBMISSION TO THE TRIBUNAL.
- 116/ CONSEQUENTLY I WAS PREVENTED BY THE ACTIONS OF GAIR AND BRAHE AND OTHERS FROM ACTING IN THE INTERESTS OF MY LAND (AND CONSEQUENTLY YOUR COMPANY) AND W.H.R.D. AND KYNETON WATER BOARD AND KYNETON COUNCIL WERE ABLE TO AND DID MAKE ABSOLUTELY FALSE REPRESENTATIONS TO THE TRIBUNAL.

117/ YOUR SOLICITORS GAIR AND BRAHE DID NOT ACT IN THE BEST INTEREST OF YOUR COMPANY AND MY LAND AND I REFER TO THE FOLLOWING SPECIFIC POINTS.

117(A)/ IN REGARD TO THE COMMON PROPERTY.

- (A1) IN PARAGRAPH 5 OF A WRITTEN SUBMISSION TO THE TRIBUNAL BY MELDRUM BURROWS FOR W.H.R.D. THE SUBMISSION STATES "....the developers of the resort have invested in the provision of a wide range of RECREATIONAL FACILITIES and services which are an important attribute of THE WHOLE DEVELOPMENT....."
- (A2) THESE RECREATIONAL FACILITIES ARE EXPRESSED TO BE, INTER ALIA, "TENNIS COURTS", "RECREATION BUILDING" AND "CHILDREN'S PLAYGROUND" IN PARAGRAPH 4 OF PAGE 2 OF THE SAME REPORT.
- (A3) PARAGRAPH 4 OF PAGE 2 OF THE REPORT BY MELDRUM BURROWS STATES THESE FACILITIES TO FORM PART OF THE "OPEN AREAS" (COMMON PROPERTY)
- (A4) THESE REPRESENTATIONS OF THE STATUS OF THESE FACILITIES CONTRADICTS POINT 4 OF MY WRITTEN NOTICE TO GAIR AND BRAHE AND ARE IN ABSOLUTE CONTRADICTION OF PARAGRAPH 5 OF A LETTER DATED 10TH AUGUST 1987 (W.H.R.D. TO ALL TIMESHARERS) AND ALSO IN ABSOLUTE CONTRADICTION OF PARAGRAPH 5 OF A FURTHER LETTER DATED 20TH JANUARY 1988 (CLUB RESORTS LIMITED TO ALL TIMESHARE OWNERS).
- (A5) THE REPRESENTATIONS MADE TO THE TRIBUNAL IN REGARD TO THE RECREATIONAL FACILITIES WAS FALSE AND WAS KNOWN TO BE FALSE AT THE TIME SUCH REPRESENTATIONS WERE MADE.
- (A6) THE MISREPRESENTATIONS THUS MADE WERE ACCEPTED BY THE TRIBUNAL AND SPECIFICALLY REFERRED TO IN "THE DETERMINATION OF THE TRIBUNAL" IN PARAGRAPH 2 OF PAGE 2 AND SPECIFICALLY REFERRED TO AS A "MATTER OF IMPORTANCE" IN CLAUSE (1)(C)

(A7) THE FACTS RELATING TO THESE RECREATIONAL FACILITIES ARE

- (1) THE LAKE IS COMMON PROPERTY. (OPEN AREA)
- (2) THE RECREATIONAL BUILDING IS NOT COMMON PROPERTY IT IS CONSTRUCTED ON LOT 171 AND HAS BEEN SOLD FOR THE EXCLUSIVE BENEFIT OF THE TIMESHARERS.
- (3) THE CHILDRENS PLAYGOUND IS NOT COMMON PROPERTY. IT IS SITUATED ON LOT 163 AND HAS BEEN SOLD FOR THE EXCLUSIVE BENEFIT OF THE TIMESHARERS.
- (4) THE TENNIS COURTS ARE CONSTRUCTED ON THE COMMON PROPERTY BUT W.H.R.D. HAS PURPORTED TO SELL THE EXCLUSIVE USE OF THE TENNIS COURTS TO THE TIMESHARERS.

117(B)/ IN RELATION TO THE WATER SUPPLY AGREEMENT:-

- (B1) IN SPITE OF THOSE MATTERS REFERRED TO ABOVE AND THOSE MATTERS CONTAINED IN MY WRITTEN NOTICE TO GAIR AND BRAHE IN REGARD TO THE "WATER SUPPLY AGREEMENT" PAGE 4 OF THE "WRITTEN SUBMISSION ON BEHALF OF APPELLANT" STATES - "THE APPLICANT HAS THE BENEFIT OF ENFORCEABLE LEGAL AGREEMENTS WITH THE WATERWORKS TRUST FOR THE PROVISION OF WATER"
- (B2) PARAGRAPH 1 OF PAGE 9 OF THE SUBMISSION ON BEHALF OF THE COUNCIL & WATER BOARD STATES "THE INTENTION OF THE WATERWORKS TRUST AND SEWERAGE AUTHORITY AT THE TIME THE AGREEMENTS WERE ENTERED INTO WAS THAT THE AGREEMENTS WERE TO DEAL ONLY WITH 'WOODLEIGH HEIGHTS'....."
- (B3) IT THEREFORE FOLLOWS THAT THE INTENTION OF THE AGREEMENT WAS TO "NOT DEAL WITH ME"
- (B4) THIS STATED INTENTION WAS IN FACT CARRIED OUT AND GIVEN EFFECT. (REFER ABOVE AND WRITTEN NOTICE TO GAIR AND BRAHE) AND DID RESULT IN AN INABILITY TO SELL AND SETTLE WITH YOUR COMPANY.

(B5) PARAGRAPH 3 OF PAGE 10 OF THE SAME SUBMISSION STATES "...AT THE TIME THE AGREEMENTS WERE ENTERED INTO IT DESIGNED AND CONSTRUCTED THE WATER SUPPLY ON THE BASIS OF AN ESTIMATED DEMAND FOR A TIMESHARE RESORT BEING CONSIDERABLY LESS THAN THE DEMAND FOR WATER AS COMPARED TO A NORMAL RESIDENTIAL DEVELOPMENT.

(B6) THE DECLARED PURPOSE OF THE AGREEMENT AND THE WORKS CONSTRUCTED PURSUANT TO THE AGREEMENT WAS:-

(1) TO DEAL ONLY WITH W.H.R.D. AND NOT ME.

(2) TO CONSTRUCT WORKS OF INADEQUATE CAPACITY TO SUPPLY MY RESIDENTIAL LAND.

117(C)/ IN RELATION TO A WATER SUPPLY FOR MY LAND:-

(C1) THE SUBMISSION TO THE TRIBUNAL BY GAIR AND BRAHE WAS PREPARED BY GUTTERIDGE HASKINS AND DAVEY P/L.

(C2) THE CALCULATIONS CONTAINED IN THIS SUBMISSION RELATE TO 5 BASIC CONSUMPTION GROUPS:-

(1) TIMESHARE RELATED CONSUMPTION.

(2) RESIDENCES (W.H.R.D.) (THE SUBJECT OF THE APPEAL)

(3) RESIDENCES (OTHER) (WHICH INCLUDES MY LAND)

(4) COMMERCIAL (OWNED BY W.H.R.D.)

(5) PROVISION FOR PROPERTIES ALONG THE SUPPLY MAIN.

(C3) THE FIRST THING TO BE RECOGNISED HERE IS THAT THIS ENTIRE SUBMISSION MAY WELL BE IRRELEVANT DUE TO THE FACT THAT THE SUBMISSION (PARA 7 PAGE 4) MAKES ASSUMPTIONS ABOUT THE STRENGTH OF THE PIPELINE INSTALLED PURSUANT TO THE AGREEMENT BUT POINTS OUT THAT THE EXISTING PIPELINE IS BELOW STANDARD. (POINT 7 OF MY WRITTEN NOTICE IS RELEVANT)

(C4) I AM IN POSSESSION OF INFORMATION WHICH INDICATES THAT THE PIPELINE MAY WELL BE OF A LESSER STANDARD THAN THAT ASSUMED IN THE REPORT.

(C5) THE SUBMISSION SEEKS TO SHOW THAT THERE ARE TWO ALTERNATIVES FOR OBTAINING ADEQUATE WATER - BASICALLY:-

(1) PUMP SUPPLY PROVIDING A PEAK FLOW OF 12LT/SEC

(2) PUMP SUPPLY OF 8.6 LT/SEC, PEAK FROM STORAGE.

- (C6) EITHER ALTERNATIVE PROPOSED ALSO REQUIRES EMERGENCY STORAGE.
- (C7) PARAGRAPH 5 PAGE 5 OF THE SUBMISSION POINTS OUT THAT THERE IS ADEQUATE STORAGE TO MEET THE NEEDS OF THE 34 PRIVATE RESIDENCES OF W.H.R.D. (RESIDENCES W.H.R.D.)
- (C8) PARA 5 GOES ON TO POINT OUT THAT IT WOULD BE SOME YEARS AND WITH SUBSTANTIAL REDEVELOPMENT (RESIDENCES OTHER) BEFORE ADDITIONAL STORAGE WOULD BE REQUIRED.
- (C9) PARA 5 RELIES UPON THE ABSOLUTE MISREPRESENTATION THAT MY LAND WILL BE DEVELOPED SOME YEARS HENCE.
- (C10) THE MISREPRESENTATION OF PARA 5 IS REITERATED AND EXPANDED UPON IN PARA 4 OF PAGE 2 OF THE SUPPLEMENT TO THE SUBMISSION BY GUTTERIDGE HASKINS AND DAVEY P/L. WHEREIN IT IS POINTED OUT THAT THE ADDITIONAL STORAGE ONLY RELATES TO "THE POSSIBLE FUTURE DEVELOPMENT OF THE 54 OTHER LOTS AS RESIDENCES"
- (C11) THE SUPPLEMENT TO THE SUBMISSION INCORPORATES REVISED (PERHAPS ACCURATE) NUMBERS OF BOTH TIMESHARE UNITS AND RESIDENCES (W.H.R.D.) SUCH THAT IN ORDER TO SHOW THAT THE PIPELINE IS ADEQUATE IT BECAME NECESSARY TO EXCLUDE MY LAND (RESIDENCES OTHER) AND COMMERCIAL CONSUMPTION FROM THE FIGURES. - REFER PARA 1 PAGE 2 REPORT SUPPLEMENT.
- (C12) PARA 1 PAGE 2 OF THE SUPPLEMENT DECLARES THAT THE PIPELINE WOULD BE INADEQUATE WITH THE INCLUSION OF RESIDENCES OTHER (WHICH INCLUDES MY LAND) AND THE COMMERCIAL UNITS.
- (C13) THE REPRESENTATION OF THE DEVELOPMENT OF THE RESIDENCES OTHER AS "POSSIBLE FUTURE DEVELOPMENT" IS IN FACT A FALSE REPRESENTATION AND BOTH W.H.R.D. AND GAIR AND BRAHE EITHER KNEW THIS TO BE FALSE AT THE TIME OF MAKING THE REPRESENTATION OR ALTERNATIVELY CARELESSLY MADE THE REPRESENTATION WITHOUT CARING WHETHER IT WAS TRUE OR FALSE.

NOTE:-

I IN NO WAY INFER OR IMPLY THAT GUTTERIDGE HASKINS AND DAVEY P/L MADE ANY MISREPRESENTATION AT ALL. IT IS CLEAR THAT GUTTERIDGE HASKINS AND DAVEY P/L DID DILIGENTLY AND HONESTLY REPORT UPON THE INFORMATION WITH WHICH THEY WERE BRIEFED. IN THIS REGARD IT IS IMPORTANT TO NOTE THAT THE FIGURES INCLUDED IN THE SUPPLEMENT ARE DECLARED ON PAGE 1 OF THE SUPPLEMENT TO HAVE BEEN PROVIDED BY ONE Mr B. MURPHY.

I IN NO WAY IMPLY OR INFER THAT MELDRUM BURROWS MADE ANY MISREPRESENTATION AT ALL IT IS ALSO CLEAR THAT MELDRUM BURROWS DID DILIGENTLY AND HONESTLY REPORT UPON THE INFORMATION WITH WHICH THEY WERE BRIEFED.

118/ IN ADDITION TO THE ABOVE POINTS THERE WERE MANY OTHER ABSOLUTE MISREPRESENTATIONS (SUCH THAT THEY BECOME TOO NUMEROUS TO REITERATE) OF FACT PRESENTED TO THE TRIBUNAL ALL OF WHICH WERE PERTINANT TO THE MATTERS OUTLINED ABOVE AND CENTRAL TO THE REASONS WHY I HAVE REMAINED UNABLE TO SETTLE WITH YOUR COMPANY. NONE OF THESE FURTHER MISREPRESENTATIONS OF FACT WHICH WERE MADE BY EACH W.H.R.D., KYNETON WATER BOARD AND KYNETON COUNCIL WERE CHALLENGED BY GAIR AND BRAHE.

119/ I NOW REFER TO THE MATTERS RAISED IN 46 AND 98 ABOVE.

- (1) ACCOUNT 66223 WITH YOUR COMPANY HAD A PRINCIPAL AMOUNT OF \$90,00.00
- (2) WHEN THE ABOVE MATTERS INITIALLY BECAME CUMBERSOME BOTH YOUR COMPANY AND I WERE IN DANGER OF LOSING LARGE SUMS OF MONEY.
- (3) I BECAME FORCED TO IMMEDIATELY SELL A LEASE ON A BUSINESS WHICH WAS SECURING LOAN 66223.
- (4) IN ORDER TO FACILITATE AN EMERGENCY SALE AND TO PROTECT YOUR OWN INTERESTS YOUR COMPANY AGREED THAT IT WOULD ACCEPT "CONTRACTUALLY \$100,000.00" AS FULL SETTLEMENT OF YOUR INTERESTS.

- (5) \$100,000.00 CONTRACTUALLY WAS CALCULATED AT THE TIME TO APPROXIMATELY REALISE THE \$90,000.00 PRINCIPAL OF LOAN 66223.
- (6) YOU AGREED TO ACCEPT \$100,000.00 CONTRACTUALLY ON CONDITION THAT FULL SETTLEMENT WAS MADE WITHIN 30 DAYS.
- (7) I OBTAINED \$100,000.00 CONTRACTUALLY AND AT LEAST \$89,028.77 WAS REALISED AND AVAILABLE TO YOUR COMPANY FOR SETTLEMENT AND WAS ACCEPTED BY YOUR COMPANY AS SETTLEMENT WITHIN THE 30 DAY LIMIT.
- (8) THE ABOVE ARRANGEMENT IS EVIDENCED AND SET OUT IN A LETTER FROM YOUR COMPANY DATED 9TH JULY 1984.
- (9) IN EVIDENCE IN MY SUPREME COURT ACTION NO 2360/84 AGAINST W.H.R.D. YOUR COMPANY ADVISED THE COURT THAT IT HAD RECEIVED ONLY \$69,620.64.
- (10) IN RESPONSE TO MY REPRESENTATIONS TO YOUR COMPANY YOU HAVE ADVISED THAT "A FURTHER CREDIT OF \$15,583.37 HAS BEEN LOCATED" BUT OFFERED NO EXPLANATION.
- (11) CLAUSES 15 & 18 OF THE WRIT WHEREIN YOU SOUGHT AND OBTAINED POSESSION OF MY LAND ARE THEREFORE ALSO INNACCURATE AND A FURTHER MISREPRESENTATION TO THE COURT.

120/ AT THE TIME OF TAKING POSESSION OF MY LAND YOUR COMPANY AND GAIR AND BRAHE WERE ABSOLUTELY AWARE THAT IN AN EFFORT TO RESOLVE THE SITUATION AND SETTLE WITH YOUR COMPANY THE EVIDENCE OBTAINED BY MYSELF (AND REQUESTED BY GAIR & BRAHE) WAS ADEQUATE TO LAUNCH AN ACTION AGAINST W.H.R.D. AND KYNETON WATER BOARD.

121/ YOU WERE ALSO AWARE THAT I HAD LEGAL AID APPROVED AND ACTION WAS IMMINENT.

123/ THE ACT OF TAKING POSSESSION HAS ALTERED MY STATUS AND MY LEGAL POSITION HAS HAD TO BE REASSESSED COMPLETELY WITH AN ACCOMPANYING LOSS OF TIME AND EXTENDED LOSS SUFFERED BY MYSELF. (AND YOUR COMPANY)

124/ AS THE POSITIONS OF BOTH MYSELF AND THE CLAIMS OF W.H.R.D. WERE BOTH KNOWN TO GAIR AND BRAHE AND THE CLAIMS OF MYSELF AND W.H.R.D. WERE IN ABSOLUTE CONTRADICTION TO EACH OTHER AND I NOTE (AS CLEARLY EVIDENCED ABOVE) THAT GAIR AND BRAHE DID CHAMPION THE ARGUMENTS AND MISREPRESENTATIONS OF W.H.R.D. (WHETHER KNOWINGLY OR NOT) THEN I MUST ARRIVE AT THE LOGICAL CONCLUSION THAT EITHER YOUR COMPANY OR GAIR AND BRAHE ELECTED TO DISREGARD THE INFORMATION SUPPLIED BY MYSELF IN REGARD TO THIS MATTER.

WHILE I CANNOT ASCERTAIN AS TO WHETHER OR NOT YOUR COMPANY WAS AWARE OF THE CLAIMS AND REPRESENTATIONS OF W.H.R.D. I NOTE THAT YOUR COMPANY IN CONSENTING TO GAIR AND BRAHE ACTING FOR W.H.R.D. DID IGNORE AND DISREGARD THE ADVICE GIVEN BY MYSELF THAT THIS CREATED A CONFLICT OF INTEREST.

125/ BY LETTER DATED 20TH APRIL 1988 MY SOLICITORS WROTE TO GAIR AND BRAHE REQUESTING THAT YOUR COMPANY PUT FORWARD A SPECIFIC AMOUNT THAT YOU WOULD ACCEPT IN FULL SETTLEMENT AT THAT TIME.

MY SOLICITOR AND I SUBSEQUENTLY ATTENDED A MEETING IN THE OFFICES OF GAIR AND BRAHE WHICH MY SOLICITOR AND I UNDERSTOOD TO BE FOR THE PURPOSE OF ARRANGING A SETTLEMENT.

AT THE MEETING I EXPRESSED SURPRISE THAT YOUR COMPANY WAS NOT REPRESENTED.

AT THIS MEETING YOUR SOLICITORS SOUGHT TO DENY THAT PART OF THE ABOVE ALLEGATIONS WHICH HAD BEEN MADE AT THAT TIME.

THERE WAS NO SETTLEMENT PRICE AVAILABLE.

IN A SUBSEQUENT TELEPHONE CONVERSATION WITH MARGARET CRILLY OF YOUR COMPANY I WAS ADVISED THAT YOUR COMPANY HAD NO KNOWLEDGE OF EITHER THE MEETING OR OUR OFFER OF SETTLEMENT.

IN A SUBSEQUENT TELEPHONE CALL ON THE SAME DAY I WAS ADVISED BY MARGARET CRILLY THAT SHE HAD BEEN INSTRUCTED BY JOHN PRICE OF GAIR AND BRAHE "NOT TO TALK TO ME".

126/ IN RELATION TO REALISING ON MY LAND I POINT OUT THE FOLLOWING FACTS.

WHEN I PURCHASED MY LAND AND RIGHT UP UNTIL THE TIME THAT W.H.R.D. ENTERED INTO THE WATER SUPPLY AGREEMENT WITH KYNETON WATER BOARD I DID HAVE A RETICULATED WATER SUPPLY AVAILABLE TO MY LAND AND WAS ABLE TO OBTAIN BUILDING PERMITS AND FREELY DISPOSE OF MY LAND.

THERE WAS NO SEWERAGE REQUIREMENT RELATING TO MY LAND.

I DID NOT HAVE TO EXPEND ANY MONIES WHATSOEVER IN REGARD TO SERVICES TO MY LAND.

ACCORDING TO WHICH SUBMISSION ONE ACCEPTS (OR I ASSUME THE KYNETON WATER BOARD ACCEPTS) THERE IS NOW AN EXPENDITURE REQUIRED OF SOME SEVERAL HUNDRED THOUSAND DOLLARS TO RE-ESTABLISH AN ADEQUATE WATER SUPPLY.

ADDITIONALLY I NOTE THAT THE APPEALS TRIBUNAL IMPOSED A SEWERAGE REQUIREMENT ON THAT LAND OWNED BY W.H.R.D. AND I ASSUME THE COUNCIL WILL ATTEMPT TO EXTEND THAT REQUIREMENT TO INCLUDE MY LAND AND WHICH MAY ALSO COST SEVERAL HUNDRED THOUSAND DOLLARS.

I ADVISE YOU THAT I SHALL NOT BE RESPONSIBLE FOR ANY COST WHATSOEVER THAT MAY BE NECESSARY TO RE-ESTABLISH MY ACCESS TO A RETICULATED WATER SUPPLY.

I ALSO ADVISE YOU THAT I SHALL NOT BE RESPONSIBLE FOR ANY COST RELATING TO ANY SEWERAGE WORKS OR ANY WORKS WHATSOEVER.

I ALSO ADVISE YOU THAT I SHALL NOT ACCEPT ANY DELAYS ON REALISING UPON MY LAND WHICH ARE DUE TO W.H.R.D. OBTAINING PREFERRED ACCESS TO EXISTING SERVICES.

I ALSO ADVISE THAT I SHALL EXPECT YOUR COMPANY TO TAKE ALL APPROPRIATE ACTION TO ENSURE THAT MY LAND SUFFERS NO LOSS IN VALUE DUE TO THE COMPETITION FROM THAT LAND WHICH WILL NOW BE RELEASED TO THE MARKET AS A RESULT OF THE EFFORTS OF GAIR AND BRAHE ON BEHALF OF W.H.R.D.

I NOW REQUIRE YOUR FULL AND COMPLETE COMMENTS ON THE ABOVE MATTERS WITH SPECIFIC REFERENCE TO THE FOLLOWING POINTS.

1/ THE INACURATE INFORMATION GIVEN TO THE COURT RE MY ACCOUNTS WITH YOURSELF.

2/ THE CONSENT OF YOUR COMPANY TO GAIR AND BRAHE ACTING FOR W.H.R.D. IN FULL KNOWLEDGE OF MY CLAIMS AND PROBLEMS RE, W.H.R.D. ETC, .

3/ THE AFFIDAVIT OF SERVICE REFERRED TO IN PARAS 95,96.

4/ THE MISREPRESENTATIONS OF FACT MADE AT THE TRIBUNAL HEARING AND THE AFFECT OF THESE MISREPRESENTATIONS ON MY LAND.

5/ THE OBJECTION BY MR GARDE UNDER INSTRUCTIONS FROM YOUR SOLICITORS TO MY BEING HEARD AT THE TRIBUNAL HEARING.

6/ THE FAILURE OF YOUR SOLICITOR TO ADVISE YOU OF MY REQUEST FOR A PAYOUT FIGURE.

I ALSO REQUIRE A REPORT ON YOUR ACTIONS TO DATE IN RELATION TO MY LAND AND AN ASSURANCE THAT YOU WILL TAKE ALL NECESSARY STEPS TO ENSURE THAT I SUFFER NO LOSS OR EXPENSE AS A RESULT OF THE ACTIONS OF YOUR COMPANY AND SOLICITORS.

I ALSO REQUIRE YOUR ASSURANCE THAT NEITHER YOUR COMPANY NOR ANY ASSOCIATE COMPANIES OR PERSONS (APART FROM YOUR SOLICITORS WHO WERE CLEARLY PAID) HAS OR HAD ANY FINANCIAL OR OTHER INTEREST IN THE PROSECUTION OF THE PLANNING APPEAL BY W.H.R.D.

FINALLY I HAVE INSTRUCTED MY SOLICITORS TO AGAIN MAKE AN APPROACH FOR THE PURPOSES OF OBTAINING A PAYOUT FIGURE AND IMMEDIATELY SETTLING WITH YOUR COMPANY. HOPEFULLY YOUR SOLICITORS WILL COMMUNICATE WITH YOU THIS TIME.

I SINCERELY REGRET THAT CIRCUMSTANCES HAVE FORCED THIS LETTER UPON YOU AND I, HOWEVER THEY HAVE AND I TRUST YOU WILL GIVE ME AN IMMEDIATE RESPONSE.

YOURS FAITHFULLY

GLENN THOMPSON.

ENCLOSED DOCUMENT LIST & ATTACHMENTS.