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12th May 2017

Mr. David Gonski.

Director ANZ Bank.
Corporate Affairs
ANZ Centre
10/833 Collins St
Docklands VIC 3008

Dear Mr. Gonski.,

Matters of concern, for attention ANZ directors.

I am writing identical letter to each of your fellow directors and copying it to selected officers and agents of the ANZ Bank.

For the reasons set out below, and with respect, the purpose of this letter is to fix each director and selected officers and agents of the Bank with knowledge of the following matters and things.

Preamble.

These matters relate to conduct surrounding the conspiracy which was described in the Victorian Parliament and reported in Victorian Newspapers. (see appendix 1).

That conspiracy was contrived to fraudulently prevent the lawful sale of my land to anyone other than the timeshare company named in Parliament.

Firstly I point out the self evidence fact that it is a matter of public policy that people and corporations stand against and expose corrupt and criminal conduct.

I also draw your attention to the High Court Judgment NATIONWIDE NEWS PTY. LIMITED v. WILLS [1992] where the then Chief Justice stated the self evidence and said "**a public comment fairly made on judicial conduct that is truly disreputable is for the public benefit"**

By letters dated 20/8/15 to each then director and by letters dated 28th Aril 2016 and 26th July 2016 to Mr. Gonski I adequately set out and evinced certain corrupt conduct related to a subsidiary of the bank, MCL Finance P/L. and its solicitor, John Norman Price and the then barrister Lieutenant Colonel Greg Garde who is now Major General Justice Greg Garde of the Victorian Supreme Court.

In those letters I adequately detailed and evinced that with the connivance, if not complicity of MCL, Price and Garde had conspired with one another and others to pervert the course of justice for the purpose of making the abovementioned conspiracy appear legitimate.

I also provided sufficient evidence that Justice Robert Osborn of the Supreme Court of Victoria had fabricated purported Reasons for Judgement which were specifically contrived to deny and conceal the conduct of Price and Garde and conceal that MCL sold my land in the circumstances of the abovementioned conspiracy.

For the present purpose I more completely detail that conduct further below and I demonstrate that on the facts Osborn was faced with a clear binary choice;

- Find that the abovementioned conspiracy was unlawful and expose the conduct of Price and Garde.
- Pervert he course of justice and conceal the conduct of Price and Garde and co-conspirators..

Osborn chose the latter and which choice necessarily included concealing the corrupt conduct of a number of other persons and institutions including, by implication, the conduct of MCL.

Significantly, for that purpose, in his purported Reasons, Osborn exactly repeated the palpably false and fraudulent misrepresentations previously made by Price and Garde and their co-conspirators and which fraudulent representations were communicated to Osborn, by Garde, at that time, for that purpose.

Significantly, Osborn's Reasons are so palpably false and contrived that on a simple reading anyone with a modicum of competence and common sense would recognise them for what they are.

Six Victorian Court of Appeal judges corruptly stated that there was no evidence of my allegations that Justice Robert Osborn's Reasons were fabricated.

It is palpable that they were bald faced lying to conceal Osborn's corrupt conduct in the identical sense as Osborn perverted the course of justice to conceal the conduct of Price and Garde from the people of Victoria.

The conduct of those Court of Appeal Judges merely demonstrate that there is a serious culture of corruption in the Justice System of Victoria and which is a threat to democracy itself.

The directors of ANZ do not need to concern themselves with that further most grave aspect. However they must concern themselves with the palpable fact that Osborn's corrupt conduct arose directly from the conduct of a subsidiary of the bank and the conduct of the solicitor for that subsidiary.

In my earlier letters, my simple request of the bank and its directors was that the bank authoritatively make certain most simple statements of fact in order to assist me to expose that corrupt conduct.

In my two letters to Mr. Gonski I also set out that the conduct had caused me financial distress and I asked that the bank grant a moratorium in respect of interest payments on my loan from the bank.

In reply, on its own behalf and on purported behalf of all directors, the bank and its directors refused to assist me to expose that corrupt conduct and also refused to allow me a moratorium.

In its letter of 16th May 2016 the bank said that its reason for refusing my request for assistance was that the matters which I referred to had been considered by a court it would not be appropriate for the bank to have further involvement.

In other words, to provide spurious reason for not providing that assistance, the bank and its directors were purporting to rely on part of the corrupt conduct which I evinced and was seeking to expose.

Further, on the evidence before the bank and its directors;

- that part of the corrupt conduct which the bank purported to rely upon was contrived to conceal the other part of the overt and flagrant corrupt conduct I was seeking to expose and which involved the bank's subsidiary.

- Osborn's corrupt conduct only arose because he resolved to conceal corruption in the justice system and in particular conceal the corrupt conduct of MCL, Price and Garde and their co-conspirators.

In other words the part of the corrupt conduct spuriously relied on by the Bank and its directors only arose as a consequence of the corrupt conduct of the bank's subsidiary and it's solicitor and Garde.

That reason for refusing to assist is a palpably nonsensical and circular reason which appears intended to provide spurious verisimilitude to a wrongful decision by the bank and its directors to refuse to do their public duty to assist in exposing the corruption.

The bank's refusal to allow a moratorium is consistent with and includes a denial or concealment of the corruption giving rise to my impecuniosity.

The loss and damage caused to me and my family by the broader conspiracy described in Parliament and the associated conduct is in the higher end of ten to twenty million dollars.

Most significantly, the conspiracy, as perpetuated by the overt corrupt conduct of MCL, Price and Garde, directly caused the loss of my first family home.

Now, with, incredible moral turpitude, in knowledge of evidence of that corrupt conduct and while refusing to assist to expose that corrupt conduct, the Bank is now intending to foreclose on and sell my second family home because of my default in the rather miniscule and paltry sum of $6,308.27. (see appendix 2).

That notice requires me to either pay or to enter into an arrangement with the Bank.

By this letter and for the reasons set out herein I hereby apply for such an arrangement and ask that the arrangement be a moratorium for say two years in respect of my relatively small interest payments of about $3,500 per month to the bank.

Significantly my need for that loan only arose as a consequence of the corrupt conduct and in particular the corrupt conduct of MCL, Price and Garde.

In respect of my exposing the corrupt conduct I no longer require, need or expect the co-operation of the Bank or its directors.

I have been working most diligently towards exposing both the corruption and the culture of denial and concealment and the not unexpected conduct of the bank and its directors and the intention to foreclose on my second family home forms the perfect closing link in a continuous chain of similar immoral and corrupt conduct which began in April 1982 after I discovered the directly related and antecedent corrupt conduct of a subsidiary of the now Westpac Bank and which I describe below and which was adequately set out in my letters to the bank.

At that time armed men sough to intimidate me by repeatedly visiting my home at night and pointing rifles at me and my children.

When it was realised I could not be intimidated into silence and compliance the conspiracy which was referred to in Parliament was purposefully put into operation.

As I will shortly show the fraud and conspiracy which MCL and Price and Garde were party to was continuous and originated with a subsidiary of the now Westpac Bank on 16th December 1981 and was knowingly and maliciously completed by the subsidiary of the ANZ Bank on 19th January 1990.

This entire continuous chain of corrupt conduct, at its various stages, for a period of now 35 years, was initiated and/or perpetuated by underlings of various corporations and then those corporations, including the Supreme Court of Victoria, and three consecutive Attorneys General had connived to authoritatively conceal and deny the corruption which they are aware of or have evidence of and to thereby protect the underling criminals involved.

The present conduct of the ANZ bank and its directors is merely and predictably more of the same.

The first antecedent attempt to obtain my land by fraud.;

Substantial detail of this aspect was before and known to Justice Robert Osborn.

In November 1979, pursuant to a two year vendor terms contract, I purchased 10 residential allotments in Cluster Subdivision CS1134.

The vendor, Kenneth Raymond Buchanan, assigned that contract to the Reservoir Branch of the then General Credits Limited.

About seven or eight months after my purchase those allotments, and one in particular, became key to a proposed timeshare resort having an estimated market value of about $140,000,000 in present values.

At that time I agreed to Buchanan's offer to repurchase my land for $30,000 per allotment. Part of that agreement included that I purchase a number of allotments on a new residential subdivision which he was developing.

By October 1981 I had completed my side of the agreement but Buchanan had not repurchased the. Cluster lots from me so I applied to General Credits to obtain finance for me to complete the terms contract.

That financing was to be secured by first mortgage over all ten cluster allotments.

On 16th December 1981 the manager of the Reservoir Branch of General Credits Limited executed a partial withdrawal of caveat in respect of the critical allotment, my Lot 28, and he removed the title for that allotment from the security envelope and while it remained subject to the contract of sale to me he handed that partial withdrawal of caveat and the Certificate of Title to the solicitors Palmer Stevens & Rennick.

From that point General Credits Limited could not complete the contract with me and was precluded from approving my application for finance to complete that contract.

By transfer of Land also dated 16th December 1981, prepared and filed by Palmer Stevens & Rennick, Buchanan sold my Lot 28 and nine other allotments to the then newly incorporated timeshare company.

A letter attached to and forming part of that transfer of Land directed the Registrar of Titles to release seven of the titles, including my lot 28, to General Credits Limited.

That would only occur if General Credits was financing the purchase by the timeshare company of those allotments, including my lot 28.

In simple terms each of General Credits Limited and Buchanan and Palmer Stevens & Rennick fraudulently sold and financed the sale of my lot 28 to the timeshare company while it remained subject to the contract to myself and subject of my application for finance.

Incredibly General Credits Limited were then concurrently financing the sale of that Lot 28 to two separate purchasers.

Under the terms of the assignment agreement between Buchanan and General Credits Buchanan was guarantor and, if I defaulted on the contract, the land subject to that contract and assignment and the contract reverted back to Buchanan and Buchanan, as guarantor, settled the debt to General Credits.

Due to the fraudulent release and transfer of my lot 28 General Credits could not perform the assigned contract and had no option other than to refuse my application for refinancing.

In addition because I had purchased the further land and because Buchanan had not repurchased they thought I was overloaded.

So each of General Credits and Buchanan and Palmer Stevens and Rennick believed that my default was imminent and assured when General Credits necessarily refused my finance application.

If I had defaulted the fraudulent release and sale of my Lot 28 would have gone entirely unnoticed by me.

An extraordinary three months after my application General Credits Limited refused my application for finance on 11th January 1982.

I ruined their clear plan because in the meantime I had arranged contingency finance with my bank.

Immediately after I advised General Credits that I had finance from my Bank General Credits offered and within a few days approved financing on better terms .

That replacement financing was approved on 26th January 1982.

At the time of approving that financing General Credits was well aware that it could not settle that loan because it could not complete the contract.

The offer of and the approval of that finance was fraudulent.

The fraudulent sale of my could have remained concealed if Buchanan and Palmer Stevens & Rennick had gone through the motions of repurchasing.

General Credits then began a chain of excuses and reasons for not settling that new loan.

In April 1982 I fortuitously discovered the fraudulent sale of my Lot 28 and from that time General Credits and I became locked together and I became subject to further fraud including the abovementioned conspiracy.

Incredibly, by letter dated 4th February 1983 Buchanan wrote to General Credits and demanded that it enforce the contract with me. There is no limit to the crassness of cornered fraudsters who are trying to conceal corrupt and criminal conduct.

Save to say that my trustee company took title to the remaining 9 allotments in May 1983 the balance of the dealings between General Credits and I are presently irrelevant.

The fraudulent conspiracy described in Parliament;

The whole of this aspect was known to Justice Robert Osborn.

In the period at least 1979 to 1980 a firm of solicitors, Palmer Stevens & Rennick, and Buchanan and the executive of the then Kyneton Shire Council and Kyneton Water Authority and others were engaged in a conspiracy to avoid both the provisions of and the effect of section 9 of the then Victorian Sale of Land Act.

I more completely describe the provisions and effect of section 9 below but for the present purpose, in simple terms, the effect of section 9 was to prevent the sale of allotments until such time as all necessary infrastructure had been completed and the allotments were usable.

The purpose of the conspiracies was to facilitate sales of allotments before that infrastructure was complete and to thereby raise the funds necessary to complete that infrastructure.

Both varieties of the conspiracy required the Shire Engineer and the Shire Secretary to deceive the Councillors.

In about August 1979 the Shire Engineer deceived the Councillors and induced them to seal the plans for Cluster Subdivision CS1134 while the necessary works, in particular the approved and necessary water reticulation system, was not complete.

Relying on that seal as certification that the subdivision had been completed according to law the Registrar of Tiles approved that cluster subdivision on 9th August 1979.

That sealing and that approval facilitated the sale of the allotments in avoidance of the effect of section 9.

14 days after the above-described fraudulent sale of my lot 28, on 1st January 1982, the Timeshare Company entered into a water supply agreement with the Kyneton Water Authority.

That document was prepared by Palmer Stevens & Rennick who was solicitor for each of Buchanan and the timeshare company and the Kyneton Council and the Kyneton Water Authority.

That document fraudulently represented that the timeshare company was "owner or occupier of the whole of the land described in Cluster Subdivision Plan of Subdivision No 1134"

That fraudulent representation would have become belatedly true if, as expected at the time, I had defaulted on the vendor terms contract which was assigned to General Credits.

On the face of it both the above described fraudulent sale of my Lot 28 and the fraudulent terms of the Water Supply Agreement anticipated my expected default.

In may 1983 my trustee company took title to the remaining 9 lots within CS1134.

On 13th February 1984 I mortgaged six of those allotments to The Associates P/L.

The Associates subsequently changed its name to MCL Finance P/L.

In about April 1984 I attempted to sell my land on the open market and at that time the timeshare company said that if I attempted to sell my land to anyone other than the timeshare company then my water would be denied to my land and my land would be rendered worthless.

At that time the then joint Shire and water authority Secretary represented that there was a private water supply agreement with the timeshare company and that I/my land could not have water without the consent of the timeshare company.

It was at that point that the conspiracy described in Parliament was first implemented.

I made two further attempts to sell my land and on each occasion the joint secretary wrote unsolicited letters to my estate agent and advised that water and building permits were not available to my land.

I was therefore forced to cancel each of my proposed and advertised public auctions.

After the third failed attempt, on 11th November 1985, Mr. Max McDonald MLA visited with the Shire Engineer to ascertain the facts.

Mr. McDonald then described the flagrant conspiracy in Parliament.

On 10th April 1986 the solicitor Ian Lonie, of the law firm which is now known as Maddocks, attended a meeting of the Kyneton Water Authority to discuss the allegations made in Parliament and in the newspapers.

The Shire Engineer and the joint Secretary were present and manifestly each individual was aware of the fraudulent nature of the so called Water Supply Agreement and that the private timeshare company could not lawfully control the water supply and reticulation system within the cluster subdivision and particularly not to my freehold land.

Subsequent to that meeting the water authority and Ian Lonie instituted a tag team fraud to deceive the Minister for Water Resources and thereby perpetuate the conspiracy to deliver my land to the timeshare company.

That tag team fraud was that in his letter to the Minister Ian Lonie made a first fraudulent misrepresentation which was preposterous unless provided verisimilitude by a second fraudulent representation separately made by the Water Authority.

I will describe that tag team fraud below and in context of Justice Robert Osborn's fraudulent fabrications.

The fraud of MCL and its solicitor, John Norman Price and the now Major General Justice Greg Garde.

The whole of this aspect was known to Justice Robert Osborn.

Both MCL and myself were victim of the conspiracy and the fact of and the facts of the well publicised conspiracy were well known to MCL and its solicitors.

By late 1987, due to the conspiracy;

- I had been prevented from dealing with my land and was in default on the mortgages for a period of almost four years.
- MCL had not been able to exercise its power of sale for the same period.

Sometime in 1987, with the consent of MCL, and with irreconcilable conflict of interest, and secretly from me, John Norman Price became solicitor for the timeshare company who was known to be defrauding MCL.

In other words, with the consent of MCL, Price became solicitor for both victim and for the fraudster named in Parliament.

I became aware that the timeshare company was making an appeal to the Victorian Administrative Appeals Tribunal.

I was required to regularly report to John Norman Price and while unaware that he was also solicitor for the timeshare company I told him of my plan to make submissions to the Tribunal outlining the unlawful and fraudulent nature of the Water Supply Agreement.

Price and MCL then immediately made application to the Supreme Court seeking orders giving MCL possession of my land.

There was no legitimate purpose for obtaining that order. My land was vacant and could not be sold and no rents were receivable.

After MCL and Price obtained orders for possession I learned that Price was also solicitor for the timeshare company.

I then served Price, as solicitor for the timeshare company, with a copy of my intended written submission to the Tribunal.

At the Tribunal hearing price and Garde represented me as being a former owner of no standing. That was only true because of the orders for possession.

Price and Garde then conspired with the timeshare company and wit the solicitor for the Council and Water Authority and with the executive of the Council and Water Authority to deceive the Tribunal and pervert the course of justice for the purpose of making the conspiracy appear legitimate.

For that purpose Price and Garde and their co-conspirators used the identical tag team fraud as had been used to deceive the Minister for Water Resources excepting that on that occasion Price and Garde made the first fraudulent misrepresentation and Ian Lonie and the Council and Water Authority executive made the econd fraudulent misrepresentation which provided the verisimilitude.

I will describe that tag team fraud and misrepresentations in the context of and as used by Osborn in his fraudulent Reasons.

Conspiracy to avoid the provisions of section 9 of the Sale of Land Act.

For the purpose of his fraudulent Reasons it was necessary for Justice Robert Osborn to specifically conceal and deny the following so an understanding is necessary.

In the period at least 1979 to 1980 the solicitors Palmer Stevens and Rennick and the executive of the Kyneton Council and Kyneton Water Authority were engaged in a conspiracy to avoid the provision of section 9 of the then Victorian Sale of Land Act.

They were also engaged in separate conspiracies to avoid the <u>effect</u> of section 9 of the then Victorian Sale of Land Act.

The provisions of section 9 prevented the sale of allotments on subdivisions consisting of three or more allotments until such time as the Registrar of Titles had approved the plans of subdivision.

At law the definitions of "sale" and "sell" included an agreement to sell.

In this matter on 7th January 1980 Buchanan entered two contracts of sale to sell two allotments on a proposed 18 lot residential subdivision.

Palmer Stevens and Rennick acted in those sales.

Because the plans for that proposed subdivision had not even been filed with the Council much less approved by the Registrar of Titles those sales were in manifest breach of the provisions of section 9.

Then on 12th January 1980 Buchanan filed and the Council accepted a Notice of Intention to subdivide along with a legitimate plan of subdivision which set out all 18 intended residential allotments.

Then on 20th February 1980 the Shire Engineer submitted that legitimate Plan for consideration by the Council and the Council made resolutions requiring Buchanan to construct the roads related to that plan and subdivision.

Then for the purpose of facilitating avoidance of section 9 the Shire Engineer destroyed that 18 lot plan and associated file and did not proceed the resolution made by the Council.

Then on 4th March 1980 Buchanan filed and the Engineer accepted 7 separate and discrete Notices of Intention to subdivide.

Six of those discrete notices were accompanied by discrete two lot plans of subdivision which created one legitimate allotments and one and temporary allotment. The seventh Notice of Intention was accompanied by a single plan which set out the 12 remaining legitimate allotments.

Two of those discrete Notices and discrete two lot plans related to the allotments which had been unlawfully sold.

The shire Engineer did not refer any of those seven notices and plans to the Council as he was required to do by law.

Then by his written Engineers Report of 21st May 1980 the Shire Engineer fraudulently represented to the Council that the original 18 lot plan had been submitted in seven parts and his report recommended that the Council seal each of those separate plans.

Relying on the Engineers written fraudulent misrepresentations the Council sealed each of those plans in the belief that they were sealing the plans for the single 18 allotment subdivision which they had approved and made resolutions in respect of.

At that time the Engineer was well aware that he had fraudulently induced the Council to seal seven discrete plans for seven discrete subdivisions six of which were contrived to avoid the law and to legitimise the illegal sales which had been made.

At the time of sealing those plans the Councillors believed that their resolution in respect of the legitimate 18 lot plan flowed to and related to each of those seven plan.

The Shire Engineer was well aware that the Council's resolutions in respect of the destroyed legitimate plan did not apply to the seven discrete plans and seven discrete subdivisions which he was conspiring to create.

Then on 2nd September 1980 Palmer Stevens and Rennick filed with the Registrar of Titles each of those seven contrived plans along with seven separate Applications to have a plan of subdivision lodged and approved.

By that conspiracy Buchanan and Palmer Stevens & Rennick believed that they had legitimised their illegal sales.

At that time section 569E of the Local Government Act prevented the Registrar of Titles from approving plans of subdivision until such time as required infrastructure was complete.

So the effect of section 9 was to prevent the transfer of new allotments until such time as the necessary infrastructure was complete.

So, the sealing of those seven plans in those circumstances and without a resolution that Buchanan construct the infrastructure and the subsequent approval of those plans by the Registrar of Titles facilitated avoidance of the

effect of section 9 and Buchanan was free to sell allotments where the necessary infrastructure was not present and there was no enforceable means to compel him to provide that infrastructure.

Perjury and falsification of Documents to conceal the conspiracy to avoid the law.

For the purpose of his fraudulent Reasons it was also necessary for Justice Robert Osborn to specifically conceal and deny the following so an understanding is necessary.

With the assistance of corrupt solicitors and barristers and corrupt magistrates and Judges of the ilk of Osborn corrupt people and institutions literally and regularly use the Victorian Courts as tools for fraud.

Part of the agreement that Buchanan purchase my allotments which he needed for the timeshare resort was that I purchase some of the allotments on his new 18 Lot subdivision.

I did purchase some of those allotments in the belief that Buchanan was liable at law to construct the roads and other infrastructure.

14 days after I discovered the fraudulent sale of my Lot 28 by General Credits, Buchanan and Palmer Stevens & Rennick the Council wrote to me and fraudulently represented that because I had purchased the new allotments I was liable at law to construct the roads.

Being totally naive and having faith in the Australian system i believed the Council and thought that I had been duped by Buchanan who by that time I knew to be corrupt.

I therefore paid the Council today's equivalent of about $250,000 to construct the roads.

The council then constructed the roads at greater cost and it then demanded that I pay the balance.

By that time the Council and Water Authority had instituted the conspiracy described in Parliament and I knew the Council to be crooked as well so I refused to pay.

At that time I had no knowledge of section 9 of the Sale of Land Act however I had learned that I was not and never was liable for the cost of constructing the roads.

Then in 1987 the Council issued Magistrates Court proceedings against me to claim the overrun of costs.

The shire Engineer was well aware of the effect of the conspiracy to avoid the provisions of the section 9 had also facilitated avoidance of the effect of section 9 so at the time of bringing that proceeding the Shire Engineer knew his claim to be fraudulent and knew that it was necessary for him to commit perjury and to conceal the conspiracy to avoid the provisions and effect of the sale of land act.

For that purpose, ably assisted by his corrupt barrister, In his sworn evidence the Engineer said that Buchanan had filed the legitimate plan and the series of plans and a single Notice of intention on 12th February 1980 and that those several plans which were sealed by the Council were merely parts or stages of the 18 Lot plan of subdivision and subdivision which the Council had considered on the 20th February 1980.

By that perjury the Engineer led the Magistrate to believe that the Resolution of the Council in respect of the legitimate 18 lot plan flowed to and applied in respect of the seven plans actually sealed by the Council.

At that time I knew no different and did not know that the Engineer had committed perjury.

My defence simply relied on the fact that I had purchased individual allotments and that Buchanan's liability to construct the roads did not flow to me.

The Magistrate relied upon the Engineer's perjury and found against me.

I then appealed that decision to the Supreme Court.

The Shire Engineer then necessarily repeated his perjury on affidavit in the Supreme Court.

In his written judgment Justice Kay also accepted and relied upon the Engineer's perjury and false affidavit

At page two of his written reasons Justice Kay said "On 12th February 1980 Mr Buchanan lodged with the Council several plans of subdivision, together with a notice of intention ....."

Justice Kay agreed with me that liability did not flow to me as purchaser of individual allotments and he set aside the orders of the Magistrate.

At that time I still had no knowledge of the Sale of Land Act and no knowledge that the Engineer had sworn a false affidavit.

In its written defence and falsified documentary evidence in a subsequent County Court proceeding the Council repeated the perjury in the Magistrates Court and Supreme Court however it is not necessary for present purpose to detail that proceeding.

Preliminary to the proceeding before Justice Robert Osborn.

In about 1988 I read the Sale of Land Act and learned that provisions of section 9 related to the intention of a developer and not to the plans actually filed.

In other words, on a proper reading, section 9 of the then Sale of Land Act prevented sale of allotments where the mere intention of the developer was a subdivision of three or more allotments.

So because Buchanan's intention was an 18 Lot subdivision the provisions of section 9 continued to apply irrespective of the plans actually filed and processed by the Council.

Buchanan and Palmer Stevens and Rennick and the Council executive were monkey brains and seriously mistaken, their devious fabricated two lot plans did not facilitate avoidance of section 9 at all and the illegal sales which were made on 7th January 1980 remained in breach of section 9.

So, if, as stated by the Shire Engineer in his sworn evidence and affidavit the Council had kept the legitimate 18 lot plan on foot and had processed the several two lot plans as parts of that 18 lot plan then there was not even the pretence of the Council conspiring to assist Buchanan to avoid his mistaken view of the provisions of section 9.

In 2000 I fortuitously discovered discrepancies in the Council's documentary evidence which led me to conclude that the Shire Engineer had destroyed the legitimate 18 lot plan.

That discovery enabled me to be able to demonstrate that the Engineer had purposefully processed each of the contrived plans as discrete subdivisions exactly as intended by Buchanan and Palmer Stevens and Rennick to facilitate avoidance of their seriously mistaken view of the provisions of section 9.

That discovery included a discovery that the Shire Engineer had committed perjury in the Magistrates Court and had sworn a false affidavit in the Supreme Court to conceal that conduct.

It was only then that I realised that the Shire Engineer had facilitated the processing of subdivisions where the infrastructure was not complete and where the resolution of the Council did not flow to the 7 contrived plans and there never was an enforceable compulsion on Buchanan or anyone to provide that infrastructure.

That conduct facilitated avoidance of the effect of section 9 in respect of each of the seven contrived subdivisions.

In respect of the cluster subdivision the conspiracy described in Parliament depended upon the Council and Water Authority concealing that the Council had approved a common property reticulated water supply which was required by law to be present in 1979 when the Council sealed the Plan of Cluster Subdivision.

In 1995 I obtained the evidence that the Council had approved a reticulated water supply for the Cluster Subdivision and which system was part of the common property and was required by law to be present in 1979 when the Council sealed the plans.

In 1999, I learned that reticulation system had not been laid in 1979 as required by law but instead had been constructed in 1982.

Upon realising that the shire Engineer had facilitated avoidance of the effect of section 9 in respect of the seven contrived subdivisions I realised that the identical conduct was a full explanation for the conspiracy described in Parliament and a full explanation as to why the reticulation system was not present in 1979 when the plans were sealed but was instead constructed in 1982.

In other words the Engineer had facilitated sealing of the plans of cluster subdivision in 1979 while knowing full well that the approved common property water reticulation system was not present and then after the Timeshare company entered into the fraudulent water supply agreement it had constructed the reticulation system in 1982

Thereafter, to facilitate the conspiracy, the Council and Water Authority fraudulently represented that the Timeshare company owned and controlled the water supply and reticulation system.

The proceeding before Justice Robert Osborn.

In 2005 I issued proceedings against Macedon Ranges Shire Council and Coliban water who were the successors to the previous council and water authority.

The core or gravamen of my claim was most simple and was that the Council had sealed each of the seven contrived plans and the Plans of Cluster Subdivision in knowledge that the required infrastructure was not complete and where there was no lawful means of compelling Buchanan or anyone to provide that infrastructure.

I therefore alleged that each of the seven contrived plans and the plans of cluster subdivision had been sealed in a manner which facilitated avoidance of the effect of section 9 of the then Sale of Land Act.

The hearing before Osborn came on in 2007, incredibly Garde was acting as Barrister for the Water Authority in that proceeding.

In my affidavits and written submissions:-

- I set out that the Council had concealed my claim in respect of the seven contrived subdivisions by committing perjury in the Magistrates Court and by making false affidavit in the Supreme Court.
- I also set out that the Magistrate and Justice Kay had relied on that perjury and false affidavits.
- I also set out that my discovery in respect of the cluster subdivision followed from my discovery of the perjury and false affidavits.
- In respect of the cluster subdivision I set out that the supposed Water Supply Agreement was manifestly unlawful and fraudulent
- I set out the proper construction of section 9.

I also set out in the detail the exceedingly corrupt conduct of MCL's solicitor, John Norman Price and Garde as was known to me at that time.

At that time I was only aware of the first part of the tag team fraud and that part is set out paragraph (v) of my written submission copied below.

The following is a direct copy and paste from my written submission to Osborn

i) **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.**

   (a) I submit that the credibility of the officers of this Honourable Court is a matter of serious public concern and interest and is also of concern and interest to this Honourable Court.

   (b) I have already raised two issues with respect to the conduct and credibility of Major General Garde AM. RFD. QC however the seriousness of the issue I now wish to address transcends the earlier issues.

   (c) I am representing myself today however in respect to this issue I have sought and obtained Counsel's opinion and I am advised that I have a duty to this court to raise this further issue.

   (d) In relation to this particular issue the parties present at the Planning Appeals Tribunal hearing were:-

1. Myself on behalf of the Plaintiffs.
2. Woodleigh Heights Resort Developments Pty. Ltd. by its representative.
3. The then Lieutenant Colonel Garde as Counsel for Woodleigh Heights Resort Developments Pty. Ltd. under instruction from Gair and Brahe solicitors.
4. Mr. John Norman Price, solicitor instructing Lieutenant Colonel Garde.
5. Mr. Brian Murphy the Managing Director of Woodleigh Heights Resort Developments Pty. Ltd.
6. Mr. David Parkinson, the Secretary for both Defendants.
7. Mr. Graeme Wilson, Shire Engineer for the First Defendant.
8. The First and Second Defendants by their representatives.
9. Mr. Ian Lonie of the firm Maddock Lonie and Chisholm for the Defendants. Maddock Lonie and Chisholm was the predecessor to Maddocks the present solicitors for the First Defendant.

(e) In other words everybody who gets a mention in the present proceeding was present on that day right down substantially to the same legal representations.

(f) In other words there are no surprises in what I am about to present. Everybody here is already familiar with the documents I will shortly be seeking the leave of the Court to introduce.

(g) The documents I wish to introduce are on the public record being permanently filed with the Planning Appeals Tribunal in appeal number P87/2206..

(h) Although they contain matters pertinent to subject of the present proceedings for the present purpose these documents relate solely to the credibility of Major General Garde and what I submit is my right to reply, in full, to his falsely based, intended to damage and therefore malicious, personal attack, in this Court, on my credibility and integrity.

(i) These documents are:-

(i) A copy of a letter dated 26/2/88 from myself to the Planning Appeals Tribunal together with facsimile transmission report.

(ii) A copy of the same letter together with facsimile transmission report excepting that the letter is addressed to Woodleigh Heights Resort Developments Pty. Ltd. Care of Gair and Brahe solicitors.

(iii) Copy of a document entitled "Written Submission on behalf of Appellant" dated 7th March 1988 and purportedly signed by G. H. Garde.

(iv) Copy written Determination and reasons for determination appeal P87/2206.

(j) Before I seek the leave of the Court to submit these documents and then present my submission related to these documents I submit that the credibility of Major General Garde AM. RFD, QC. and the question as to whether or not he may have influenced the outcome of a matter by misleading a Tribunal is an important issue of public concern and of concern to this Honourable Court.

(k) I now seek the leave of the Court to admit these documents.

(l) In 1988 the Plaintiffs could not demonstrate any legal entitlement to an approved Reticulated Water Supply at Woodleigh Heights.

(m) The only approved Reticulated Water Supply which was known to the Plaintiffs at that time was the water supply which was supplied in purported pursuance of the Water Supply Agreement now referred to in paragraph W30 of the present Amended Statement of Claim.

(n) The Woodleigh Heights land was situated in an area where the supply of an approved Reticulated Water Supply was at the discretion of the Second Defendant.

(i) The said Water Supply Agreement was unlawful and was used for unlawful purpose for numerous reasons, including:-

(ii) Those reasons set out in paragraphs 2, 3, 5, 6, 7, 12, 13, 14, 15 and 16 of the two letters dated 26/2/88.

(iii) The agreement was in breach of s.307AA(2) of the Water Act 1958 in that agreements pursuant to s.307AA(2) may only be with the owner of lands and by its specific terms the Agreement was between the Second Defendant and Woodleigh Heights Resort Developments Pty. Ltd and by its specific terms it provided for the supply of water to the whole of CS1134 including the common property and the Plaintiffs land and Woodleigh Heights Resort Developments Pty. Ltd was clearly not the owner of those lands.

(iv) The Water Supply Agreement was in breach of the Planning Permit as the Body Corporate was the only entity entitled at law to control the water supply within the subdivision.

(o) The Plaintiffs therefore could not enforce any rights under that unlawful agreement and the Plaintiffs could not force the Second Defendant to enter into a separate agreement with either the Plaintiffs or the Body Corporate. .

(p) I therefore formulated a plan whereby if I could show the Planning Appeals Tribunal that the Water Supply Agreement was unlawful and was being used for unlawful purpose by the Appellant and the Defendants then the Planning Appeals Tribunal should recognise that if it approved an appeal which would permit the sale of allotments to other people then those new owners could well be prejudiced in the same manner as the Plaintiffs. It would then have been probable that the Second Defendant could be left with no option other than to enter into a lawful agreement with the Body Corporate of the cluster subdivision.

(q) There is no other possible reason for my submission or appearance, I was not an objector and this fact was noted by the Tribunal in their written determination.

(r) I therefore, by the letters dated 26/2/88, gave notice of my intention to make a submission to the Tribunal. The letter set out the submission I intended to make. Notice was given to the Tribunal, the Appellant and the Defendants.

(s) On the day of hearing I sat at the Bar Table alongside then Lieutenant Colonel Garde and next along was Mr. Ian Lonie of Maddock Lonie and Chisholm the predecessor to Maddocks. Lieutenant Colonel Garde was representing the appellant Woodleigh Heights Resort Developments Pty. Ltd and Ian Lonie was representing the Defendants as respondents..

(t) I was permitted to make my submission and I did so by reading the letter dated 26/2/88.

(u) Lieutenant Colonel Garde subsequently read his written submission to the Tribunal.

(v) Paragraph 4.0 of Lieutenant Colonel Garde's signed submission says, "***THE APPLICANT HAS THE BENEFIT OF ENFORECEABLE LEGAL AGREEMENTS WITH THE WATERWORKS TRUST FOR THE PROVISION OF WATER, AND THE SEWERAGE AUTHORITY FOR THE PROVISION OF SEWERAGE***"

(w) I say that for the reasons set out by me in my letters of 26/2/88 and that by its specific terms the Water Supply Agreement was in specific breach of s.307AA(2) there was no possibility of a belief by Lieutenant Colonel Garde that the Water Supply Agreement was either lawful or enforceable and I submit to this Court that at the time of drafting and making his submission Lieutenant Colonel Garde knew full well that his submission was false and misleading or alternatively Lieutenant Colonel Garde made the submission carelessly and recklessly not caring whether it was either true or false.

(x) I also say and I submit to this Court that at the time of making his submission Lieutenant Colonel Garde knew full well that his submission assisted in perpetuating the loss and damage which was being caused to the Plaintiffs or alternatively he made his submission without caring as to whether or not his submission was damaging.

(y) I also say and submit that Lieutenant Colonel Garde's submission misled the Tribunal and that Lieutenant Colonel Garde intended the Tribunal to rely upon his submission in preference to mine and he misused his position and status as an Officer of this Honourable Court to mislead the Tribunal for that purpose.

(z) I also say and submit that had Lieutenant Colonel Garde not misled the Tribunal then a very real possibility, indeed probability, is that the Second Defendant may have had no option other than to enter into a lawful agreement with the Body Corporate and in which case the

> Plaintiffs would not have suffered the loss and damage on the Woodleigh Heights land that they subsequently suffered and this present proceeding may never have occurred.

Immediately after I made that submission Justice Robert Osborn called an adjournment.

Both he and Garde disappeared from the court precinct at the time.

Garde then made oral submissions which absolutely confused me at the time.

Osborn refused me the opportunity reply and adjourned the court sine die.

Osborn then published his Reasons on 29th November 2007.

Osborn's Reasons consisted of two parts, firstly in respect of the contrived subdivisions and secondly in respect of the cluster subdivision.

Both parts started with a section entitled "Factual Background"

At paragraph 5 of his reasons and which paragraph was the second paragraph of the supposed factual background in respect of the contrived plans Justice Robert Osborn knowingly and precisely repeated the perjury and false affidavit of the Shire Engineer when said;

> 5. Buchanan then submitted for approval a series of plans of subdivision which were in effect stages of the previously proposed residential and industrial subdivisions.

By that Representation Osborn maliciously represented the perjury of the Shire Engineer as fact.

I will shortly fully demonstrate that Osborn knew he was repeating that perjury and that he did not and could not hold a belief as to that paragraph.

Then at paragraph 18 of his and which paragraph was the second paragraph of his supposed factual background in respect of the cluster subdivision Justice Robert Osborn repeated what I now know to be both parts of the tag team fraud which was used to deceive the Minister For Water and which was subsequently used by Price and Garde in conspiracy with Ian Lonie and the rest to pervert the course of justice in the Tribunal hearing.

At that paragraph Justice Robert Osborn fraudulently said;

> 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.

After making those overtly false representations Justice Robert Osborn then simply constructed and fabricated the entire balance of his reasons around those initial fraudulent misrepresentations.

Osborn's fraudulent paragraph 5 is exceedingly easy to demolish. The simple fact known to Osborn was that each one of those seven separate and discrete plans of subdivision constituted a separate and discrete subdivision exactly as intended by Buchanan, Palmer Stevens & Rennick and the Shire Engineer. They are presently recorded in the Titles Office as

- Lodged Plan 135202,
- Lodged Plan 135203
- Lodged Plan 135204
- Lodged Plan 135205
- Lodged Plan 135206
- Lodged Plan 135207
- Lodged Plan 135208

At law and in fact each of those lodged plans represent an absolutely discrete subdivision ad it is not possible to construe them as represented by Osborn or as represented by the Shire Engineer in his perjury.

Osborn's fraudulent misrepresentation in respect of the cluster subdivision took me some to understand.

Firstly it is on the mere face of it simply preposterous, Osborn's reference to "the subdivider" is a reference to the timeshare company and in that paragraph Osborn is representing that the subdiver/timeshare company withheld water from my land.

Now, on the mere face of it that is simply preposterous. Each of my lots was freehold land, the mere notion that the subdivider or any other private entity could withhold water from my freehold land is simply utterly preposterous.

Secondly the timeshare company was not the subdivider. The timeshare company simply did not exist until it was incorporated on 10th March 1981 and only became my neighbour when it purchased my stolen Lot 28 in December 1981.

So I looked back a little and at page 197 of the Transcript before Osborn, immediately after I had my submission as to Garde' corrupt conduct Garde made palpably false submissions about the water supply and Water Supply Agreement Garde said;

> "*So in other words, unless you go and talk to the development company and get their consent then you can't access the system which is controlled by the development company*."

So, Osborn's palpably false representation is close in meaning to Osborn's misrepresentations so I looked back a little further and I found in the Tribunal hearing Price and Garde had said a little more than that which I had set out in my submission to Osborn.

I found that at paragraph 4.2 of his written submission to the Tribunal, under instruction from Price, Garde said;

> "The Waterworks Trust is legally obliged under its agreement to provide water to the estate"

Now in that paragraph the words "the estate" are a reference to the entire subdivision where my land was situated.

Now the fact known to Garde at the time of making that representation is that the so called Water Supply Agreement was an agreement to provide water exclusively to the timeshare company and the agreement fraudulently represented that the timeshare company was "owner or occupier of the whole of the land described in Cluster Subdivision Plan of Subdivision No 1134" and that was never true but came close to being true when General Credits and Buchanan and Palmer Stevens and Rennick tried to engineer my default with General Credits Limited back in late 1981 when they stole my Lot 28.

So I then looked a little further and I found that Ian Lonie, the solicitor for the Council and Water Authority had fraudulently represented to the Tribunal that the timeshare company was the developer of the cluster subdivision and had been the developer since 1976.

So, now all of this fraud began to make a little sense. If the timeshare company was the developer then it would have owned all of the land at that time and could reasonably have entered into a water supply agreement for the provision of water to "the estate" and the agreement could truthfully represent that the timeshare company was "owner or occupier of the whole of the land described in Cluster Subdivision Plan of Subdivision No 1134"

Trouble is of course it was all a fraud, the timeshare company wasn't even incorporated until 1981 and didn't own any land at all until the time when it stole my Lot 28.

So then I looked back a little further and found that by Letter dated 7th October 1986 Ian Lonie had deceived the then Minister for Water Resources, The Honourable Andrew McCutcheon in identical preposterous manner.

In that letter Ian Lonie represented that the Water Supply Agreement was lawful and he also said "*It appears to us the question of water to Mr. Thompson's land is a matter between him and Woodleigh Heights Resort Developments Pty. Ltd.*"

Now once again that was utterly preposterous, Ian Lonie was advising the Minister that the water supply to my land was controlled by the Johnny-come-lately private timeshare company which had stolen my Lot 28.

So I looked a little further and found a Department of Water Resources handwritten memo which recorded that the Kyneton Water Authority had represented that the timeshare company was "the developer".

So on looking at all of this it became quite apparent that the preposterous representations that the timeshare company legitimately owned and controlled the water supply and reticulation system were provided superficial verisimilitude by the further absolutely false representations that the timeshare company was the developer.

Now, when I say "superficial verisimilitude" I mean that it remains preposterous that a developer could continue to control water supply to properties developed by him and especially preposterous that the developer could grant or withhold such supply as represented by each of Lonie, Garde and Osborn.

Notably in his Reasons Osborn fraudulently represents that I purchased my land from the timeshare company.

It is clear that the Minister for Water wrongfully assumed the same.

Osborn put both components of the tag team fraud in his paragraph 18. Osborn colluded with Garde during the adjournment and they co-operated in formulating Osborn's Reasons.

Justice Robert Osborn and his apologists are simply crass fraudsters who are a danger to democracy.

My name is Glenn Alexander Thompson and as soon as I have sent this letter I am going to begin the task of exposing the entire corrupt culture of the justice system and the various corporations who do not stand against corruption.

I have been exceedingly diligent and I can now demonstrate that this culture taints the very top levels of the justice System and the government and corporations.

When put to the test the ANZ directors dismally fail the integrity test.

Notably, if the churches had frogmarched paedophiles to gaol there would have been a lot less abused children.

I will ensure that Garde and Osborn and a few others are frogmarched to gaol and I will put an end to the culture of silence and denial which engenders rampant corruption in the justice system and corporations.

I await your response in respect of my application for an arrangement rather than sell my second family home for a paltry $6,308.27

Within the next few days I will post this letter along with all relevant supporting documents on my website http://courtsontrial.com

Yours Faithfully

Glenn Thompson

CC. Gaden, Solicitors, Brisbane. ANZ Mortgage Collections

Appendix 1.

W. Ab. Sun 23/11/85

● Rehana Kalim comforts her daughter, Somaira . . . "she's a fighter."

earlier this year. It read simply: "Fiji

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.

● Dr

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Appendix 2

Our Reference Petar Damnjanovic 201703552
Direct Line +61 7 3114 0104
Email petar.damnjanovic@gadens.com
Partner Responsible Susan Forrest

gadens

ABN 30 326 150 968

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gadens.com

27 April 2017

Mr Glenn Alexander Thompson
14 Coutts Street
BULIMBA QLD 4171

By express post

Dear Mr Thompson

Mortgagee:	**Australia and New Zealand Banking Group Limited ABN 11 005 357 522**
Mortgagor:	**Glenn Alexander Thompson**
Borrowers:	**Glenn Alexander Thompson**
Property:	**14 Coutts Street, Bulimba QLD 4171**
Account No:	**251253942**
Loan Arrears:	**$6,308.27 respectively as at 26 April 2017**

We refer to the above matter and in particular, a Notice of Default, sent to you by post on 10 February 2017.

The rectification date for the Notice of Default was 23 March 2017. Our client is now in a position to file a Claim and Statement of Claim with the Court seeking an order that you pay the full debt owing to it together with an order for possession of the Property.

Notwithstanding that the full debt is due and owing, our client is willing to provide you with a final opportunity to pay the "Loan Arrears" before proceeding to Claim and Statement of Claim.

Our client has instructed us that you have until close of business, Wednesday, 17th May 2017 to:

1. Pay the full amount of the "Loan Arrears" and enforcement costs as cleared funds into your Account. You are also required to maintain your repayment obligations in accordance with the terms of the loan agreement and the mortgage with the Lender as well as all other terms and conditions of the loan agreement and the mortgage; or

2. Enter a suitable arrangement which may include refinancing your debt, sale of the Property, or voluntarily surrendering the Property to our client.

You may wish to seek independent financial and/or legal advice, and are encouraged to do so.

If the Loan Arrears and enforcement expenses have not been paid or a suitable arrangement has not been reached by Wednesday, 17th May 2017, legal action may proceed without further notice to you and at your cost.

Any payments made to your loan account will be accepted without prejudice to our client's rights.

Nothing in this letter constitutes a waiver of our client's rights. All our client's rights are strictly reserved.

If you have any queries on the above, please do not hesitate to contact the writer at any time.

Yours faithfully

Petar Damnjanovic
Paralegal