

25th January 2018

Mr. Ross Ward
Senior Collections Manager
ANZ Bank.

Concealment of Criminal corruption, conspiracy to pervert the course of justice & Judicial Corruption.

Under instruction from you, by email of 18th January 2018 Ms Susan Forrest of Gaddens said;

- Our client has requested that you provide it with the supporting documents in respect of your assets and liabilities (as requested in our email of 19 December 2017). By way of example only, this would include a copy of your latest rates notice.
- Further, you have advised that you would like a period of 6 months to bring the account back into order and then continue to operate it within its limits. Our client has requested that you provide details of what amounts will be paid and on what dates during the requested 6 month period so that it can properly consider your request.

As detailed below paragraph 2 of that email contains express and implied misrepresentations of fact and circumstance which I cannot and will not be party to or provide credence to.

As you are well aware my proposal of 8th December 2017 was not that the Bank provide "a period of 6 months to bring my account back into order" per se but was in fact a proposal that the Bank provide me with a six month period during which time, amongst other things, I would seek to address the high crime and corruption which caused my impecuniosity and in particular I would seek to have the Bank provide me with an Authoritative Statement of the corrupt and fraudulent facts and circumstances surrounding the mortgagees sale of my land by the Bank's subsidiaries MCL/Esanda.

You are also well aware that I anticipated that the provision of such Authoritative Statement could lead to the circumstances where I could bring my account into order or at least that my position was no longer hopeless.

On the face of it you are now seeking to make my proposal and consideration of my proposal appear to be an ordinary commercial request which the Bank can consider on ordinary commercial grounds.

I will not be party to such misleading transformation..

Fortunately I made very careful record of facts and circumstances precedent to my proposal. They include;

- In October 1989 the ANZ Subsidiaries MCL/Esanda sold my land in **overtly fraudulent circumstances known to the then directors, executive, officers of and acting solicitor for those subsidiaries.**
- In 2006 Justice Robert Osborn of the Victorian Supreme Court fraudulent fabricated purported Reasons for Judgment which were contrived to conceal and deny the fraudulent circumstances of the Mortgagees sale and thereby conceal the corrupt and criminal conduct of the now Major General Justice Greg Garde in conspiracy with John Norman Price who was solicitor for the Bank's subsidiary which conducted the fraudulent mortgagees sale.
- In the period 2007 to 2009 substantial further judicial corruption sought to conceal the entire corrupt chain to those times..
- In 2009 I authored the website <http://courtsontrial.com> to expose many things including the circumstances of the mortgagees sale and the serial judicial corruption.
- In 2014 at least two supreme court judges, probably Garde and Osborn conspired with one another and with the court security officer Mr. Garry Ryan to maliciously and corruptly intimidate my webhost to have him remove my website from the web.

- In 2014, after the the efforts of the two judges and Garry Ryan failed the then Victorian Attorney General, Robert Clark, conspired with the Assistant Victorian Government Solicitor , Ian Lee, to fraudulently misrepresent the provisions of the BROADCASTING SERVICES ACT 1992 - SCHEDULE 5 and to corruptly intimidate my webhost and his hardware lessor to censor the web by having them remove my website from the web.
- Due to the truth of my allegations neither the corrupt judges or the Attorney General could seek or obtain court orders to restrain me or censor the web so they were unsuccessful and I then also exposed their corrupt and probably criminal conduct by publishing it on my website.
- Corrupt Courts, Corporations and Government, and probably ANZ, have a tried and true method of concealing crime and corruption and that includes ignoring essentially voiceless complainants/informants.
- In 2015 I devised a plan to expose the corrupt chain, including serial judicial corruption to that point. That plan was to have the directors of ANZ Bank do their public duty to authoritatively assist me to expose the fraudulent circumstances of the mortgagees sale after which I would well and truly expose the serial judicial corruption and have at least Osborn and Garde incarcerated.
- To that end I provided the Bank with sufficient unequivocal documentary evidence of the fraudulent circumstances surrounding the mortgagees sale of my land and requested that the Bank and its directors provide an authoritative statement as to the circumstances of and surrounding the mortgagees sale.
- Being cognisant of the probability that the Bank and its directors were also corrupt at least to the extent that they would seek to deny and conceal or at least not admit the corrupt conduct of subsidiaries and executive and officers I was gentle with ANZ and as far as possible limited my request to one which would authoritatively expose the corrupt conduct of the now Major General Justice Greg Garde and John Norman Price and which corrupt conduct the entire justice system, including the Attorney General were seeking to conceal.
- My intention at that time was to be gentle on ANZ and not mention or include the extensive corrupt conduct of the Directors and officers of the Bank's subsidiaries and to thereby leave the bank and its subsidiaries and officers essentially untarnished and the Bank more inclined to accede to my request
- I was after much larger fish than the minnow Bank subsidiary officers and directors.
- The Bank and its Directors repeatedly refused to do their public duty to assist to expose the crime and corruption related to the subsidiaries and which they had sufficient evidence of.
- By letter dated 3rd November 2017 I set out that my impecuniosity and consequent default on a loan from the bank were indivisibly linked with the abovementioned conduct and I proposed a without prejudice conference to discuss those indivisibly linked matters.

Ms. Susan Forrest of Gaddens solicitors then arranged a telephone conference for 24th November 2017 which I understood and was led to believe was to discuss the "indivisibly linked" matters.

My suspicion as to her and ANZ's disingenuousness was aroused when Ms Susan Forrest refused to provide the name of the Bank officer who would be attending to authoritatively discuss the "indivisibly linked" matters.

After initial introduction Ms Susan Forrest opened the conference with the bald faced false statement;

- *"The purpose of this teleconference today is as a result of Your request to speak to someone from ANZ in regards to your liability under the loan agreement for which you have received notices of default"*

I immediately pointed out to the effect that my request was not as stated by Ms Susan Forrest but was in fact to discuss the "indivisibly linked" matters.

I then observed that you, the collections manager, did not have the authority to discuss the "indivisibly linked" matters.

The telephone conference then continued for one hour and nine minutes during which time I repeatedly told you that my ability to meet my obligations substantially lies with exposing the corruption and that the Bank could assist me and hasten the process by providing an "Authoritative Statement" as requested in my earlier letters.

During that conference the following exchange took place; (Ross' words in bold, mine normal)(intermediate comments redacted)

- **what do you need from us.**
- 6 months
- **can you make any payments in that 6 month period.**
- I just told you, right at the moment I can't eat. I will not promise what I cannot promise.
- **The bank can provide opportunity**
- I will be requiring the Bank to stand up. --- there's an endless chain of people who wish to conceal and deny and fail to stand up in respect of crime and corruption and serious errors of law.
- In 6 months I will progress the matter one way or the other
- **what do you see as the timeframe for all of that to play out.**
- I reckon if I got something from the Bank --- authoritative statement from the Bank then things could occur rapidly - probably in the order of a couple of months.
- If the Bank assisted me with an authoritative statement then things could occur very rapidly.
- **I need a proposal from you as to what your resolution is.**
- I will need a week or 10 days and what I will be continuing to seek is assistance from the Bank with regard to some authoritative statement.

Ms Susan Forrest then interjected and said to me;

- Ultimately it a matter for you what you put in the proposal but I suggest that you do not make the two dependant on each other.

Then in closing the final exchange was;

- You understand that I cannot promise a damn thing within the 6 months but if I am in a hopeless position at that time I will sell and settle with the Bank.
- **well I would like you to document that please.**

Then in the exact terms suggested by Ms Susan Forrest I made a written proposal dated 8th December 2017.

My proposal was;

- That my proposal was without prejudice to and independent from the matters which I say exist between the Bank and myself.
- That the Bank allow me a six month period to bring the account into order.
- If my position was hopeless at that time I will willingly conduct an orderly sale and settle with the Bank.

Notwithstanding your request that I not link the two you and Ms Susan Forrest were both absolutely aware that the six month period was to provide me with time to address the fraud and corruption which led to my impecuniosity, nothing more, nothing less.

I have now received the abovementioned email and it appears to me that you are purporting to make my request and your consideration of it appear to be an ordinary commercial request and consideration and I will not compromise myself by appearing to accede to such transformation.

As to paragraphs 1 of your email I now claim and assert a contingent asset of perhaps \$10,000,000 or much more and that contingent asset depends upon the Bank and its Directors doing their clear public duty as detailed below.

As to paragraph 2 of your email I re-assert my clear statement during the telephone conversation; "*I just told you, right at the moment I can't eat. I will not promise what I cannot promise*"

Your email appears to me to be entirely disingenuous. Unfortunately I am not surprised.

Upon receiving that email I reviewed my very good record of the telephone conference and found;

- Susan Forrest said;
 - "the bank understands what you are asking for but the two are not linked in its mind. You have a primary obligation to pay and the things you're asking ANZ's assistance for have nothing to do with that liability."
- You said;
 - "I have made inquiries and the passage of time has made it difficult to understand anything about this."

At the time I considered Ms Susan Forrest's comment to be nothing more than typical lawyer double talk which sought to obfuscate and avoid the true issue.

- Manifestly my liability is separate from what I say is the Bank's duty to stand against crime and corruption known to it and/or readily ascertainable by it.
- In immediate reply to Ms. Forrest I stated the self evident fact that my liability was never an issue it was my ability to meet my liability which was directly related and which was in issue.

As to your comment about passage of time I merely point out that all of my allegations are founded on the hard copy and flagrantly fraudulent documents which I have provided to the Bank and the effluxion of time does not and cannot render them and the flagrant corruption evinced more or less difficult to understand.

I now suspect that the telephone conference of 24th November 2017 was a sham and the true intent was to sweep the founding corrupt conduct and the banks refusal to assist under the carpet.

I now choose to fully implicate and expose the corrupt conduct of the contemporary directors, executive and agents of the Bank's subsidiaries and to test the true integrity, or lack thereof, of the Bank and its present Directors.

In this part I demonstrate that Justice Robert Osborn fraudulently fabricated purported Reasons for Judgment as a direct consequence of the overtly corrupt conduct of MCL Finance and Esanda and their Directors, officers and agents.

The present Directors of ANZ will stand up and authoritatively assist me to expose this chain of corruption and if they do not I will easily and comprehensively expose and represent them as tawdry corruption bystanders and unfit for their positions. (Which many people already suspect but cannot explicitly show.)

Known and readily evinced facts;

- On 9th August 1979 the Victorian Registrar of Titles registered the "Rural Residential" Cluster Subdivision number CS1134,
- In November 1979 I purchased a number of residential allotments within CS1134
- On 10th March 1981 the timeshare company Woodleigh Heights Resort Developments P/L ("WHRD") was incorporated.
- In the period December 1981 to 1983 WHRD purchased a number of the CS1134 allotments and became my neighbour entitled to a share of the common property
- In September 1983 WHRD entered into contracts of sale to purchase all of my land.
- In about January 1984 I obtained finance from a firm called "Stateside Credit Corporation". That finance was secured by second mortgage over my land. Australian Guarantee Corporation was first mortgagee.

- That finance was to be repaid upon settlement of the contracts of sale.
- In January 1984 Stateside assigned the mortgages to MCL Finance.
- By mid 1984 WHRD defaulted on each contract.
- When I attempted to then sell the land on the open market the predecessor to Coliban Water, Kyneton Water Board/Trust fraudulently represented that pursuant to a water supply agreement WHRD owned and controlled the water supply within CS1134 including to my land and that Water Supply and water dependant building permits were not available for my land.
- That representation was palpably not possible at law and was a manifestly fraudulent circumstance and misrepresentation.
- Because I could not deal with my land, in 1984 I fell into default with AGC and with MCL.
- From that time both AGC and MCL were well aware of the fraud which was causing my default.
- In 1984 AGC attempted to sell the land by mortgagees auction.
- The Water Authority wrote an unsolicited letter to AGC's estate agent, L.J. Hooker, and made the palpably fraudulent and impossible at law representations in essentially identical terms as it had made to me.
- Four days prior to the advertised auction Mr Des Roberts of AGC cancelled the auction and made a handwritten note;
 - *"If we are being forced to sell without services mortgagor will probably challenge, they have a right to know why property will probably not attract a bid let alone an adequate price".*
 - (Contrast this with the extensive mercenary malicious and corrupt conduct of MCL/Esanda and Directors, officers and agents as set out below.)
- On 21st November 1985, the then Member for Whittlesea, Mr. Max McDonald MLA described the morally repugnant, palpably impossible at law fraud and conspiracy in the Victorian Parliament and named each of the fraudsters including WHRD.
- The then Minister for Water, Andrew McCutcheon, instituted inquiry.
- The Water Authority and its solicitors, Maddock Lonie and Chisholm (now Maddocks) devised a tag team further fraud to provide superficial verisimilitude to the water supply agreement and to thereby deceive the Minister for Water.
 - Unbeknown to me the Water Authority fraudulently represented to the Minister that WHRD was "the developer" of CS1134.
 - Maddocks fraudulently represented that the Water Supply Agreement was lawful and enforceable and was an agreement for the supply of water to WHRD (as developer of the whole subdivision.)
 - By letter dated 7th October 1986 the solicitor Mr. Ian Lonie advised the Minister for Water;
 - "It appears to us that the question of connection of water to Mr. Thompson's land is a matter between him and Woodleigh Heights Resort Development Pty. Ltd.
- The fraudulent representations of the Water Authority provided superficial verisimilitude to Lonie's morally repugnant, impossible at law, fraudulent representations.
- Those authoritatively made but palpably false and impossible in fact and law representations were seemingly uncaringly and ignorantly accepted by the Minister. The Minister and his department then washed their hands.
- By that time I had paid out AGC and MCL was first mortgagor.
- By late 1987 I had been in default with MCL for some three and half years and MCL and its officers and solicitors were intimately aware of all aspects of the fraud and conspiracy and MCL could not exercise its

power of mortgagees auction for the exact same reasons as expressed in the handwritten notes of AGC's Mr Des Roberts.

- In 1987 and 1988 MCL and its officers and solicitor, Mr John Norman Price conspired with one another and with WHRD and devised a scheme to conceal the fraud, pervert the course of justice and make the Water Supply Agreement appear lawful and legitimate and thereby knowingly perpetuate the fraud
- The components of that scheme which became known to me at that time are expressly set out and implied in my very extensive, 22 page plus extensive attachments, letter to Mr. Ian Ferris, Chairman of Directors of MCL and dated 11th July 1988
- My letter set out all of the foregoing dot points and the following critical things;
 - In 1987 the Kyneton Council refused permits for WHRD to sell some of its timeshare intended land for ordinary residential purpose.
 - WHRD wished to appeal to the then Planning Appeals Tribunal.
 - At that time WHRD was hoisted on its own petard. There was no lawful water supply available to the allotments which it wished to sell.
 - At that time, with the knowledge and consent and connivance of MCL and its officers and secretly from me, John Norman Price became solicitor for the fraudster WHRD for the purpose of representing WHRD at the planning appeal
 - At that time I was regularly required to report to John Norman Price.
 - In November 1979, while unaware that Price was also solicitor for WHRD I reported to Price that I had learned of an appeal to the Tribunal and that I intended to appear and make submissions as to the fraudulent and illegal nature of the Water Supply Agreement.
 - By franked mail dated 11th December 1987 John Norman Price for MCL served a Supreme Court Writ seeking orders for possession of my land. (I continue to hold the original envelope).
 - There was no legitimate purpose for such orders, the land was vacant, unusable and unsaleable and MCL had no intention of offering it for sale and could not offer it for sale.
 - I attended the Court on 23rd December 1987 to file notice of appearance in opposition to that Writ.
 - On that day I learned that John Norman Price had sworn a false affidavit stating that the Writ was served by mail dated 9th December and that relying on that affidavit the Court had made default judgment on 22nd December 1987.
 - On that same day, 23rd December 1987, I fortuitously learned that Price was solicitor acting for the fraudster WHRD. Price refused to confirm or deny that fact.
 - After Christmas, in early January 1988 I contacted Mr. Des Smyth of MCL and informed him of the palpable and irreconcilable conflict of interest and that Price could not act in the interest of both MCL and the known fraudster WHRD.
 - Des Smyth then arranged a meeting at the offices of MCL between himself, myself and John Price and a number of other MCL officers one of whom I recollect to be a Mr. Miller.
 - At that meeting;
 - I fully explained the obvious conflict of interest and the palpably fraudulent nature of the Water Supply Agreement and that Price could not represent the interest of both MCL and WHRD.
 - Price bald faced asserted that he was representing the interest of my land and MCL by acting for WHRD in that planning appeal.
 - Without reasons or explanation MCL asserted there was no conflict of interest and that it and WHRD had each consented to Price acting for both MCL and WHRD.

- I then re-asserted my intention to appear at the Tribunal Hearing and set out the unlawful and fraudulent nature and use of the Water Supply Agreement.
- (I now also have a copy of a letter dated 28th January 1991 from Mr. David Brahe of solicitors Gair & Brahe to the Victorian Law institute wherein Mr. Brahe asserts)(Price was solicitor with Gair & Brahe)
 - (i) Both Mercantile Credits and Woodleigh Heights Resort Developments confirmed that we could act on behalf of the latter in relation to the planning appeal to the Administrative Appeals Tribunal.
 - (ii) I would not have thought that it was a matter for comment by Mr. Thompson as to whether or not there may have been a conflict of interest as between Mercantile Credits and Woodleigh Heights Resorts.
- On 29th February 1988 I served Price, as solicitor for WHRD, with an advance copy of my written submission to the Tribunal and which submission accurately set out the unlawful nature and fraudulent use of the Water Supply Agreement.
- The Tribunal hearing was held on 7th March 1988. Appeal number P87/2206
- The then Junior Barrister, Lieutenant Colonel Greg Garde appeared for WHRD under instruction from John Norman Price.
- The solicitor Ian Lonie, who had previously deceived the Minister for Water, appeared for the Council and Water Authority and was personally instructed by the Shire Engineer and the joint Shire and Water Authority secretary both of whom were present.
- The Tribunal allowed me to make my submission.
- In pre-prepared reply Garde represented me as a troublemaking former owner of no standing.
 - The sole reason why Price and Garde could describe me as a former owner was because MCL had obtained orders for possession of my land.
 - On the face of it the sole purpose of obtaining orders for possession was to render me voiceless at the Tribunal.
- In his written and signed submissions, under instruction from John Norman Price who was purportedly acting in the interest of MCL, the then Lieutenant Colonel Greg Garde fraudulent represented;
 - That the Water Supply Agreement was lawful and enforceable.
 - That the Water Supply Agreement was "to provide water to the estate"
- The fraudulent representation that the Water Supply Agreement was "to provide water to the estate" was a fraudulent representation intended to pervert the course of justice by deceiving the Tribunal into a belief that water supply was available for potential mum and dad purchasers of the subject allotments.
- **At the time of making that fraudulent misrepresentation John Norman Price and all officers of MCL and everyone present at that hearing were well aware that the entire four year fraud against me and the reason why I could not sell and MCL could not exercise its power of mortgagees auction was because the Water Supply Agreement was not an agreement "to provide water to the estate" but was in fact an agreement to supply WHRD to the exclusion of all other persons including myself and the mum and dad potential purchasers of the subject allotments.**

- Manifestly if the agreement was an agreement "to provide water to the estate" then I could have sold my land or MCL could have legitimately exercised its power of mortgagee sale years earlier.
- The fraudulent representations of Price and Garde were in fact an incipient fraud against those potential mum and dad purchasers.
- In its written reasons the Tribunal represented me as a former owner and entirely disregarded my truthful and accurate submissions
- The Tribunal accepted and repeated Price and Garde's fraudulent misrepresentations as to "water to the estate"
- The Tribunal directed that planning permits issue in respect of allotments which in fact did not have any lawful right of access to water at all and were in fact useless, valueless and unsaleable for the exact reasons that my identical allotments were useless, valueless and unsaleable.

Upon receiving my letter of 11th July 1988 the directors and executive of MCL were well aware of all material aspects of the fraud against me and that MCL and its officers had conspired with WHRD and John Norman Price to pervert the course of justice and to deceive the Tribunal and to in fact perpetuate the fraud against me. They were also well aware that the now Major General Justice Greg Garde had conspired with at least Price and WHRD, and possibly with MCL, for that purpose and effect.

By letter dated 22nd July 1988 the Assistant General Manager of MCL, Mr. W. L. Bulley undertook to reply on behalf Mr Ian Ferres.

By letter dated 11th August 1988 the Special Recovery Manager, Mr. G. Miller, stated the matters raised by me were being investigated and that a reply will be forwarded in due course.

MCL Never did reply and both MCL and Price refused to talk to me further in respect of any of these things or at all.

Entirely as a consequence of the conduct of MCL and the conspiracy to pervert the course of justice the fraud against me was perpetuated and the unlawful and fraudulent water supply agreement remained on foot and my land remained valueless and unsaleable.

Notably, because of that fact WHRD was well and truly hoisted on its own petard and could not sell the allotments subject to the appeal.

Because of the fraud and conspiracy and because MCL and Price had conspired with Garde to pervert the course of justice and perpetuate the fraud MCL could not offer my land for legitimate mortgagee sale and did not.

MCL was also hoisted on its own corrupt petard. The directors and all relevant MCL personnel and John Norman Price were well aware of that fact.

MCL was then acquired by Esanda.

By contract of sale dated 31st October 1989 MCL/Esanda sold my land to a newly incorporated/enlivened company, Deckwood P/L.

The directors of Deckwood were the Children of an ex director of WHRD and current director of the successor timeshare company. A further director was yet one more corrupt solicitor, Jame Stanton Lewis who was solicitor for the successor timeshare company.

The land was sold at a price which reflected the fact of the ongoing fraud.

Because of their own corrupt conduct MCL/Esanda could not and did not advertise or offer the land for legitimate sale.

The Children of the director and Jame Stanton Lewis did not randomly walk in off the street and offer to buy random useless and unsaleable land.

Everyone involved, vendor and purchaser and solicitors were well aware that they were in fact consummating the fraud and conspiracy described in the Victorian Parliament some four years earlier and which had been perpetuated by the corrupt conduct of MCL and its officers and agents and Garde.

Instantly upon sale, in the hands of Deckwood and the successor timeshare company the land acquired a value of several millions and many multiple of the fraudulent sale price.

Because of its own fraud and corruption MCL could not advertise the land for legitimate sale and did not.

MCL/Esanda kept that sale secret and did not account to me.

I learned of that fraudulent sale on January 7th 1991.

MCL/Esanda were in bed with fraudsters and they knew it. MCL/Esanda completed their own fraud against me.

Judicial corruption arising directly from the corrupt conduct of MCL/Esanda.

I refer you to my earlier letters of 20/8/15, 28/4/16, 12/5/17 and 3/11/17 and which were sent to ANZ Directors and various others.

I now incorporate and read each of those letters into this letter but to be read in the context of the foregoing and in particular that the executive, officers and solicitor of MCL were party to the fraud against me and the Directors and executive of MCL/Esanda were well aware of all aspects of the fraud at the time that MCL/Esanda sold my land in the circumstances of the fraud and in fact knowingly consummated the fraud against me. (to be starkly contrasted with the above-described honourable conduct of Des Roberts of AGC)

In 2005 I issued Supreme Court proceedings against Macedon Ranges Shire Council and Coliban Water.

Inter alia, the Statement of Claim alleged that Esanda had sold my land in the circumstances of the fraud.

The proceeding came on before Justice Robert Osborn and incredibly the now Major General Justice Greg Garde was barrister acting for Coliban Water.

At pages 9 to 12 of part two of my written submissions to Justice Osborn I set out the aspects then known to me of the conspiracy between Garde and Price to deceive the Tribunal in 1988 and that if Garde and Price had not deceived the Tribunal then my losses would not have occurred and the hearing before Osborn would not be occurring. (I completely copied that part of my submission to my letter to ANZ Directors dated 12th May 2017, I won't recopy now.)

In the hearing before Osborn the involvement of MCL/Esanda and its officers was entirely irrelevant and not included in that submission.

Osborn adjourned the hearing after I made those submissions and during the adjournment Garde disappeared from the courtroom and immediate surrounds, no-one else did.

After resuming Osborn and Garde danced a **manifestly** pre-prepared and agreed to charade of nonsense which was contrived to place a number of things in the transcript so that Osborn could then use them in their already agreed to fabricated Reasons for Judgment contrived to conceal Garde's corrupt conduct.

Of particular relevance;

- At page 193 of the transcript of 1/11/2006 Osborn and Garde were discussing the Water Supply Agreement and Garde said;
 - *"that supply agreement was made with the development company, and it was as a consequence up to the development company as to whether or not other lot owners gained access to the water that that company was now receiving from the Water Works Trust "*
- At page 194 Garde said that in the agreement WHRD was defined as the consumer.
- At page 197 Garde said of the reticulation system;
 - *"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."*

- At page 198 Garde said;
 - *"And if one interpolates here Your Honour, the trust had in place a water agreement as Your Honour has looked at which took the water supplied by the trust to a location from which the development company and its assets took responsibility for the ongoing supply of water and the problem that gave rise to is that if there was a disagreement between the development company and individual lot owners then individual lot owners might not gain that access."*

Immediately after Garde made his agreed to and palpably false and impossible at law submissions Osborn refused me right of reply and adjourned sine die.

Of extreme significance From his own mouth Garde deceived the Tribunal;

- In the Tribunal hearing Garde fraudulently represented that the Water Supply Agreement was an agreement "to provide water to the estate" and to thereby deceive the Tribunal into a belief that the allotments subject of the appeal had a right of access to the water supply and reticulation system
- In the hearing before Osborn Garde and Osborn were faced with the fact of and the facts of the ongoing fraud where my land did not have right of access to water.
- Garde and Osborn danced their incredible charade where Garde made manifestly impossible at law submissions that pursuant to the agreement my neighbour WHRD supposedly had control of water supply to my freehold land and control of the common property reticulation system and could withhold access to both at will.
- From his own whore-mouth Garde gave the lie to his submissions in the Tribunal.

It is difficult to imagine a more comprehensively corrupt high crime than a judge and a crooked barrister conspiring in open court.

At that time of dancing their charade Osborn and Garde and the numerous other lawyers present were well aware that criminal conspiracy to pervert the course of justice and judicial corruption was occurring.

Osborn published has prearranged purported Reasons for Judgment on 29th November 2006. At paragraphs 17 and 18, under the heading "Factual Background" Osborn said;

Woodleigh Land Factual Background

- 17 In the course of purchasing the Tylden land the plaintiffs had also been persuaded by Buchanan to buy a number of cluster allotments within the Woodleigh land.
- 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.

Then at his paragraph 166 Osborn said that the Water Supply Agreement between the Water Authority and WHRD was for the supply of water to the whole of the Woodleigh Heights subdivision.

Those paragraphs were simply palpably false and fraudulent and preposterous and not possible at law and were purposefully and maliciously contrived fabrications which were in substantial accord with Garde's contrived, on the record charade submissions.

Osborn's purported reasons were a very purposeful fabrication agreed to between Osborn and Garde to conceal Garde's serial and criminal conduct.

In those paragraphs Osborn fraudulently represented that my newly incorporated neighbour, WHRD, was the subdivider and then he fraudulently represented that the Water Supply Agreement between WHRD was for the supply of water to the whole of the subdivision, including my freehold land and the common property and then he fraudulently represented that a dispute arose because WHRD withheld water from my freehold land and which water was supposedly supplied to the whole subdivision and supplied by the Water Authority.

In order to attempt to provide a little verisimilitude to his palpably fraudulent fabrications, at his fabricated paragraph 147 Osborn said;

- *".... the documentary evidence confirms, a reticulated potable water supply was in fact connected to the subdivision by the Water Board in 1982, but not extended to the plaintiffs' allotments."*

By that purposefully fabricated paragraph Osborn was attempting to convey that water was withheld from my land because the reticulation system did not extend to my allotments.

Osborn and Garde probably consumed at least seven bottles of red wine while coming up with that one. They well knew that my 18 allotments were scattered in the subdivision and the reticulation system passed by them and the allotments on either side, and over the road, owned by WHRD, had water.

Most significantly those fabrications were solely intended to deceive the laypersons of Victoria and Australia. Osborn was well aware that they could not and would not deceive Court of Appeal judges so it can only be that Osborn was at least self assured that the Court of Appeal Judges would protect him in the identical manner as he was protecting his overly corrupt and criminal friend, the now Major General Justice Greg Garde.

The balance of Osborn's purported reasons were so crassly fabricated that any half baked lawyer or judge would immediately perceive them as a purposeful concoction, they were a neon sign shouting corruption.

Seven Court of Appeal judges and the Victorian Attorney General and the Assistant Government Solicitor did protect Osborn and thereby also protect Garde and incidentally conceal the conduct of MCL/Esanda but detail of those aspects are superfluous to the present purpose.

Those Court of Appeal judges said that there was no evidence of my allegations that Osborn fabricated his Reasons. They were bald faced lying to deceive the people of Victoria and protect Garde and Osborn.

Significantly, at that time, the now High Court Judge, Justice Geoffrey Nettle was a Victorian Court of Appeal Judge. One must wonder if Osborn was at least self assured that Justice Nettle would also protect him if he had been assigned to one of the hearings..

On the face of it the corruption flowing from the corrupt conduct of MCL/Esanda now at least taints the High Court of Australia.

After numerous readings of Osborn's crass fabrications I came to understand the significance and implication of the fraudulent representation that WHRD was the subdivider.

The representation that WHRD was the subdivider provided superficial verisimilitude to the fraudulent Water Supply Agreement which fraudulently represented that WHRD was owner or occupier of the whole of CS1134 and that WHRD controlled the water and common property reticulation system

Prior to that appreciation I had simply viewed Garde's misrepresentations to the Tribunal and Lonie's misrepresentations to the Minister as crass nonsense which only incompetents would accept.

Osborn's fabrications in fact opened my eyes to the true nature of the corrupt conduct of MCL, Price, Garde and Lonie and which nature was that their representations were one half of a tag team fraud.

I then saw that in order to deceive the Minister for Water the Water Authority simply made the bald faced false and fraudulent statement that WHRD was "the developer" and water was provided to "the whole property" and Ian Lonie's fraudulent representations to the minister that water to my land was a matter between me and WHRD relied on or depended upon that misrepresentation for verisimilitude.

A better understanding of the corrupt conduct of MCL also followed.

In 1987/88 MCL and its executive and solicitors were intimately aware of the fraud against me and had been aware for years.

In 1987 MCL and WHRD began communicating with one another.

Although immaterial as to who approached who I think it probable that MCL approached WHRD in an effort to seek a resolution to the fraud which was preventing sale of my land.

At that time MCL and officers and solicitors were faced with a stark binary choice.

- (0) Stand against WHRD and the Water Authority and assert the fact known to it that the Water Supply Agreement was impossible at law and fraudulent in nature and effect; OR;

- (1) Stand with WHRD and perpetuate the fraud by fraudulently representing that the Water Supply Agreement was lawful and enforceable.

MCL and officers and its solicitors maliciously and for some unimaginable ulterior purpose chose the latter.

Then in full knowledge of the in fact irreconcilable conflict of interest MCL and WHRD then consented to John Norman Price of Gaire and Brahe acting for both MCL and WHRD and to represent the interests of WHRD in the forthcoming Tribunal hearing.

MCL and its officers and Price and WHRD were each well aware that in order to represent WHRD it would be necessary to fraudulently and corruptly pervert the course of justice and fraudulently represent to the Tribunal that the Water Supply Agreement was lawful and legitimate.

So the lack of conflict of interest existed because both MCL and WHRD had a common corrupt purpose of concealing the fraud

Whether or not MCL was aware that Garde was retained to appear at the Tribunal hearing is irrelevant the fact is that MCL was well aware that whatever barrister appeared he would be required to fraudulently misrepresent the Water Supply Agreement and as they would know protected lying whore-mouth litigation lawyers such as the now Major General Justice Greg Garde are a dime a dozen and they bald faced lie as required.

Manifestly Price and Garde could not represent that my Johnny-come-lately neighbour owned and controlled the common property reticulation system and the water supply to my land and the allotments the subject of the appeal so on the face of it WHRD or Lonie or the Water Authority communicated the tag-team scheme similar to that which had successfully deceived the Minister for Water.

- In his written submissions Garde fraudulently represented that the Water Supply Agreement was lawful and enforceable and was an agreement "to provide water to the estate".
- Manifestly such representations are preposterous in the circumstance where WHRD was simply a recently incorporated company and was merely my neighbour which merely owned a few blocks.
- In his written submission Ian Lonie fraudulently represented that the cluster subdivision was developed by WHRD as a timeshare resort in the late 1970's and early 1980's
- To support that fraudulent misrepresentation Ian Lonie's written submission on behalf of the Council and Water Authority exhibited a fraudulently fabricated schedule of planning permits going back to 1976 and which was purposefully prepared by the Council (see appendix 1 hereto)
 - That fraudulent schedule did not designate the owner/developer of the land at the time that each permit was issued.
- A three page legitimate schedule of Planning Permits was prepared by the Shire Engineer in January 1989., that legitimate schedule records that the owner and applicant until 1981 was not WHRD and which company did not exist until March 1981 . (see appendix 2 hereto) (Permits issued to WHRD were only in respect of lots in fact owned by WHRD after 1981)
- Manifestly Garde's fraudulent written representations could not even superficially stand and could not be contemplated without prior knowledge of the fraudulent representations of Lonie and the Council and Water Authority and the fabricated schedule of planning permits and which fraudulent representations and document provided essential superficial verisimilitude to Garde's fraudulent representations.

On the face of it, prior to the hearing, Price and Garde conspired with Lonie and the Council and Water Authority because Garde's fraudulent submissions could not be contemplated or stand without the fraudulent superficial verisimilitude provided by Lonie's fabrications.

MCL and its officers and Price were well aware that on the facts there was an irreconcilable conflict of interest in Price acting for both MCL and WHRD. It follows that MCL and its officers must have been aware of the scheme to pervert the course of justice and perpetuate the fraud against me.

That entire chain of judicial corruption and court fraud arose as a direct consequence of the fact that MCL and its officers and agents conspired with WHRD to pervert the course of justice and knowingly and maliciously perpetuate the fraud and then the Directors and executive of MCL/Esanda were intimately aware of the fact of the perpetuation of the fraud when MCL/Esanda knowingly sold my land in the circumstances of that fraud.

ANZ's Direct and present responsibility in respect of my present impecuniosity and present default.

In 2007 my home, aircraft and car were unencumbered and I had approximately \$600,000 cash at Bank and zero debts.

In 2008 and 2009 while incidentally concealing the corrupt conduct of MCL/Esanda the Victorian Court of Appeal ordered that I pay Garde and his corrupt associates some \$700,000, my total costs approximated \$1,000,000

That was court ordered extortion which arose as a direct consequence of the Judiciary concealing the chain of corruption which originated with MCL conspiring with WHRD and then MCL/Esanda selling my land in the circumstances of the fraud known to them and perpetuated by them.

In 2008, in my written submissions I told the Victorian Court of Appeal that I had reserved the domain name "courtsontrial.com" and that I would expose their corrupt conduct on the web.

At that time the Court was a spectacle with whore-mouthed Garde and his sycophantic lawyer friends fearlessly bald faced lying to the judges while the judges knew they were lying

In 2009 I published the initial versions of my website <http://courtsontrial.com>

In 2010 I became cash poor and a finance broker placed my loan application with the ANZ Bank, at that time I had no consciousness of ANZ's association with MCL/Esanda.

But for the extreme corrupt conduct of MCL/Esanda and the judicial corruption which incidentally concealed the corrupt conduct of MCL/Esanda my need for that loan would not have arisen.

At that time my company, Thompson Couplings Limited was doing well and I was entirely capable of servicing the loan with income from the company and from time to time sale of company shares and other means.

I also anticipated that the Victorian Attorney General and Victorian Government would address the flagrant corruption which I was publicising and referred to him and I would recover my losses at the hands of Garde and judicial corruption.

In 2011/12 my company took a serious downturn.

In 2014 the Victorian Attorney General demonstrated that corruption emanates from the top of the judicial system and he also incidentally concealed the corrupt conduct of MCL/Esanda

Beginning In 2015, in anticipation of my impending default, I looked to ANZ to assist me to expose the corruption and thereby ward off my then impending default.

The Bank has now repeatedly refused to assist.

it has now repeatedly refused.

So the facts are quite simple;

- My indebtedness arose directly as a consequence of the overt fraud and corruption of MCL/Esanda.
- My default originated and continues substantially because the Bank and its executive and directors refuse to assist to expose the corrupt conduct giving rise to my indebtedness.

The Bank and its directors have a clear duty to assist me in this matter.

A word to Mr. Ross Ward.

Mr. Ward, it appears to me you do not have the standing or authority to address the most serious issues of this matter and did not have that authority at the time of our recent telephone conference.

I expect you to refer it directly to the Directors who do have the authority to deal with matters which will absolutely lead to the incarceration of at least two Victorian Supreme Court Judges.

If you choose to seek possession of my home I will absolutely defend that application on the several grounds which you are already aware of.

I respectfully request that you refer this matter to the Directors and advise of that referral by Wednesday 31st January 2018.

If you do not so advise me I will take the matter into my own hands once again.

I note that I have already provided the Bank with copies of the core documents, namely;

- The Water Supply Agreement
- Garde written submissions of 7th March 1988
- Details of the sale to Deckwood P/L
- Certificate of incorporation of WHRD.

Those documents, if read in 100 years time will continue to explicitly evince high crime crime and corruption.

I note that you can get all other details from Mr. John Norman Price, he is presently principal of solicitors Garland Hawthorn Brahe, his telephone number 03 9629 555, he is well aware that I am still chasing him and he will have all details on hand. (including fabricated defences which I well capable of countering.)

Price has a continuing duty to the Bank as successor to MCL/Esanda, in Victorian law there is no limitation to fiduciary duty.

Endnotes;

I have been exceedingly diligent and simply don't need the co-operation of ANZ. My material is extensive and unequivocal and will, in time, incarcerate a few people including a number of judges.

However the assistance of the Bank will almost certainly reduce the personal pain to myself and will shorten the time taken to bring these things to a close.

If the Bank fails to assist I can assure you the Bank and its directors will have the smell and reputation of rotten fish, in this case minnows in the scheme of things.

I await your rapid response.

Yours Faithfully

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

Glenn Thompson