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Open Memo to all Victorian Barristers, Members of Parliament and Justices of the Supreme Court.

Corrupt Conduct, Justice's Robert Osborn and Greg Garde.

At paragraph 158 of his Reasons for Judgment dated 29th November 2006 in proceeding 6321 of 2005 Justice Robert Osborn purported to transcribe condition 8 of Planning Permit 2191 issued by the Kyneton Council in 1978. In his supposed transcript Osborn carefully and purposefully substituted the word "submission" with the word "subdivision". Osborn's purported transcript said;

8. The development to be carried out in accordance with the plans
and subdivision which formed part of this application."

The truth known to Osborn was that the true condition 8 said;

8. The development to be carried out in accordance with the plans
and submission which formed part of this application.

The fact known to and purposefully concealed by Osborn was that the "submission" defined a reticulated water supply which was common property in the then proposed cluster subdivision and which was a condition of subdivision and which I/my allotments subsequently had full entitlement to.

This careful substitution by Osborn was an essential part of a very careful and exceedingly well planned series of coordinated fabrications and misrepresentations designed to legitimise the grosser fraudulent aspects of the fraud described in the Victorian Parliament by Max McDonald MLA on 21st November 1985 and thereby **ignore deny and conceal** the fact, fully detailed below, that Osborn's law school contemporary and professional associate, Major General Greg Garde QC, maliciously and knowingly perpetuated that fraud by serially deceiving Courts beginning with the Victorian Administrative Appeals Tribunal when in 1988, while INTIMATELY aware of the facts of the fraud described by Max McDonald, and while acting for the Timeshare company, and while thoroughly aware that the terms of the Water Supply Agreement referred to by Max McDonald were false and fraudulent, Garde successfully and corruptly represented that the Water Supply Agreement was a lawful and enforceable agreement. Garde's related deceptions continued until and including in the Victorian Court of Appeal in 2008.

(Hansard 21/11/85 - Note "of the rescinded" in the third paragraph should read "if he rescinded".)

Mr McDONALD (Whittlesea)—The matter I raise with the minister for Local Government is a serious matter concerning a constituent. In November 1979 Mr Glen Thompson of Whittlesea purchased land in Kyneton on a terms contract. A planning permit was current and building permits were available.

Late in 1980 a Mr Buchanan and a Mr Brian Murphy proposed a development of a time-share holiday resort on the area adjacent to my constituent's land. Subsequently, Woodleigh Heights Resort Development Pty Ltd was formed to develop Woodleigh Heights time-share resort and that company entered into a contract to purchase my constituent's land.

Some time after that the company defaulted in the contract to purchase the land, and my constituent was informed by the company that, of the rescinded this contract, it would remove his access to water and render the land valueless.

Kyneton Water Board confirmed the ability of Woodleigh Heights Resort Development Pty Ltd to carry out that threat, although the board would not make available a copy of the agreement. The Kyneton council also informed my constituent that building permits would not be available without the availability of water to the block.

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. I have provided the House with a short account of what has taken place over a two-year period. A full report has been forwarded to the Minister for Water Resources to investigate the role played by the Kyneton Water Board in this sordid affair. A report was also forwarded to the Minister for Local Government and the Minister for Police and Emergency Services because police were involved in incidents over this two-year period.

I ask the Minister for Local Government to do everything possible to investigate what has taken place and to do whatever is necessary to ensure that my constituent receives justice and is able to sell the land fairly quickly.

Before going to the exceedingly sordid details of Osborn's fraudulently fabricated Reasons I set out the sordid matters and things giving rise to the incredible fraud described by Max McDonald.

In 1979 I purchased ten allotments on Cluster Subdivision No CS1134 which was a Rural Residential Cluster Subdivision at Kyneton Victoria and known as Woodleigh Heights. Building Permits were available to my land.

The contract was a vendor Terms Contract and the developer/vendor Kenneth Raymond Buchanan assigned that contract to General Credits Limited. Buchanan's solicitor Graeme Bolton acted for vendor and purchaser in that sale.

Graeme Bolton of the firm Palmer Stevens & Rennick was also solicitor to the Kyneton Council and Kyneton Water Board. His offices were directly behind the Council offices in a side street.

Bolton's mortgage practice, PS&R Nominees, was financier to at least some of Buchanan's substantial property developments one of which was CS1134. Buchanan was experiencing serious financial difficulties and Bolton and PS&R Nominees were at risk.

The joint secretary to the Council and Water Board was a Mr. Stan Porter, Porter and Bolton were close friends who would lunch together almost daily at the local bowling club.

Porter was responsible for the agenda of the Council and the Water Board and was influential in Council and Water Board decision making.

To vicariously assist Bolton the Council and Water Board did a number of irregular things to assist Buchanan including sealing various plans of subdivision before the required works were complete and processing multiple 2 lot plans of subdivision contrived to avoid (a mistaken view of) the then section 9 of the Sale of Land Act which prevented sale of certain land until approved by the Titles Office. Also on at least two occasions the Council approved planning permits for Buchanan without the knowledge or consent of the owners of the subject land and in breach of its planning policies and the Water Board also approved and provided at least two unlawful water supplies. On at least one such occasion this conduct enabled Buchanan to acquire development approved land from an unsuspecting elderly couple at broad acre prices.

One such occasions was that in 1980 in EXTREME breach of its planning policy the Council approved the re-subdivision of CS1134 allotments into undersized rural residential allotments for the purpose of Buchanan's latest economic saviour, a Timeshare Resort on CS1134. At about that time Buchanan represented to me that he wished to repurchase my land and the other lots which had sold for the purpose of developing a Retirement Village on CS1134.

Because the Council and complicit councillors did not want to create an embarrassing, for them, precedent that such undersize allotments were in private hands that approval was done

on the secret and unlawful condition that all of the CS1134 allotments be acquired by the yet to be incorporated Timeshare company which Bolton was to be, at least in part, financier for.

As discussed below the fact of that condition subsequently became recorded in a number of Council and Water Board documents, not the least of which is in the Water Board's minutes of 6th March 1985.

The Timeshare developer Woodleigh Heights Resort Developments Pty. Ltd ("WHRD") was incorporated in March 1981 and Bolton immediately became solicitor for WHRD. In August 1981 Bolton acted for vendor and purchaser in and at least in part financed the first of WHRD's purchases of CS1134 allotments from Buchanan for stage one of the Timeshare project.

One of the allotments subject to the August 1981 contract was Lot 28 of CS1134.

Lot 28 was and remained subject to the contract to me and was and remained assigned to General Credits Limited who at about that time were taken over by Australian Guarantee Corporation ("AGC")

By incredibly dishonest and fraudulent means, which included "gifts" and lies to an officer of AGC, Bolton obtained a partial withdrawal of a caveat from AGC in respect of Lot 28 and that officer also took the Certificate of Title from AGC's security envelope and handed it to Bolton.

On 1st December 1981 Buchanan asked me to give him a 12 month option for him to purchase all of my land including Lot 28. A form of option agreement prepared by Buchanan on that day was then signed.

After that option to purchase was signed Bolton filed the partial withdrawal of caveat which he had "obtained" from AGC and he then transferred title of my Lot 28 and others to WHRD while my lot 28 remained subject to the contract to me and while it remained assigned to AGC.

Bolton and Buchanan were also involved in other incredible double deals concerning CS1134 and other Buchanan developments. They also sold land on other subdivisions in clear breach of s.9 of the Sale of Land Act and both were at risk of criminal charges if discovered

The EXTREME breach of Policy by the Council resulted in the fact that the Council and complicit councillors did not want the land subject to the Planning Permit which permitted the extreme undersized allotments to be in or remain in private hands which included in my hands. The Council wished to ensure my land was acquired by WHRD. Bolton and WHRD of course wanted WHRD to acquire all of the land for the success of the Timeshare enterprise.

By law some Councillors were also Water Board members. The fact therefore was that the Council and the Water Board, complicit councillors and Water Board members, Bolton and Buchanan and WHRD had disparate but coincidental interest and motivation in ensuring that my land could not be sold to anyone other than WHRD.

Prior to the incorporation of WHRD the Water Board had agreed to the Board supplying water to the Body Corporate of CS1134.

For the specific purpose of protecting their disparate interests Bolton did NOT draw up the agreement as previously agreed but instead drew up the 1982 Water Supply Agreement between the Water Board and WHRD. The Board and WHRD signed that agreement on 1/1/82.

That agreement was unlawful for the numerous reasons which I set out below but was particularly unlawful because it purported to give the private company, WHRD, control of the common property water supply and reticulation system within CS1134.

The purpose for drafting and signing that manifestly unlawful Water Supply Agreement is demonstrated to be that should the need arise it could be used to fraudulently prevent the sale of my land to anyone other than WHRD by fraudulently representing that WHRD owned/controlled the water supply and reticulation system within CS1134 and that consequently I/my land was not entitled to and did not have access to a reticulated water supply which was fraudulently said to be a prerequisite to the issue/grant of Building Permits.

In April 1982 I discovered Buchanan and Bolton's double dealing and the sale of my lot 28. On raising it with Bolton and Buchanan I was first offered substantial inducement, tantamount to bribes, to sign validating documents and when I refused and told them I would report the matter to the Police I and my family were subject to threats of violence and threats to send me bankrupt if I referred them to the Police.

In the face of the threats I referred the matter to the Police. In their wisdom the Police at Epping CIB determined that double dealing in land was a civil issue.

Within 7 days of my going to the Police the Council and Water Board instituted the matters and things leading to the things discussed in my open memo of 9th December 2013.

At that same time the Board of WHRD also became aware of the double dealing and Buchanan was removed/resigned as a director of WHRD.

There was then a period of intimidation which included men with rifles peering through my windows at my children and knocking on my back door in the middle of the night.

Because AGC had disposed of my lot 28 AGC could not perform on the contract so AGC and I remained locked together until the contract was cancelled by deed in May 1983 and on terms which necessitated transfer of the remaining 9 lots to a Trustee Company instead of myself.

Following such transfer in 1983 WHRD entered into contracts with my trustee to purchase the remainder of my allotments. Those contracts were then immediately assigned to me.

In 1984 WHRD defaulted on the contracts to purchase my land and when I said it was OK because I would rescind and sell on the open market WHRD made the threat that if I attempted to sell to anyone else other than WHRD water would be denied to my land and my land would be rendered valueless.

After WHRD defaulted on the contracts the fact of the secret and unlawful condition to the Planning Permit became recorded in a number of Council and Water Authority documents.

WHRD made that threat knowing full well that the Council and Water Board and the individual Councillors and Water Board members and their executive officers would make good that threat and give effect to the secret and unlawful condition by exceedingly corruptly relying on the unlawful and fraudulent Water Supply Agreement which had been prepared and entered into on 1st January 1982 for that exact purpose.

The Council and Water Board did make good that threat. The fraud was consummated in 1989 when my mortgagee sold it without water and at extreme low price to a Buchanan company.

The Mechanics of the fraud by the Council and Water Board;

In 1978 the subject land was outside the gazetted Waterworks district of the Kyneton Water Board and could not be provided with water from the Board except with the consent of the Governor in Council. No such consent was ever sought or obtained.

In 1978 a Kenneth Raymond Buchanan proposed what I believe to be the first Rural Residential Cluster Subdivision in Victoria. The proposal provided for 45 two acre allotments with in excess of thirty acres of common property resulting in a lot density of approximately one allotments per three acres which approximated the Council's policy as to minimum allotment size of three acres when serviced by a reticulated water supply and a minimum of six acres if not serviced by a reticulated water supply.

To conform in principle and in fact with the Council's policy with respect to lot size and the requirement for a reticulated water supply the application for permit included a detailed **submission** which proposed a private reticulated water supply consisting of a six acre spring fed lake, large high level header tanks and a reticulation system to the approximate boundary of each allotment. The entire system was contained in common property and was common property owned and operated by the Body Corporate

All of the detail of the proposed subdivision and the proposed private reticulated water supply were set out in the substantial, professionally produced **submission** which formed part of the application for permit. (This is the **submission** referred to in the true condition 8 of the Planning Permit)

As with houses in any rural area not serviced by a Water Authority the submission included that kitchen and drinking water be provided by 8000 gallon roof rainwater tanks appurtenant to each dwelling.

The submission provided that a covenant on the titles and administered by the Body Corporate would enforce the rainwater tank provision set out in the submission. The relevant part of the submission said;

for almost two years usage and in even the severest of times
water supply should not be a problem. Household drinking and bathroom
water is to be supplied by means of roof rainwater storage tanks and
these will be installed as houses are constructed. A covenant on
the Titles, administered by the Body Corporate, will enforce this
requirement and it is proposed that tanks of 8,000 gallon capacity
would provide more than adequate storage for normal household usage
in the Kyneton rainfall area.

The Council approved that application and issued Planning Permit number 2191. Condition 8 of that permit provided that *"the development be carried out in accordance with the plans and **submission** which formed part of this application"*. Accordingly the Permit and operation of the then Shire of Kyneton Interim Development Order mandated the private reticulated water supply and the covenant in respect of rainwater tanks were conditions of subdivision.

That approval and Planning Permit did not create a precedent which would allow other surrounding land holders to subdivide into three acre allotments without a reticulated water supply.

Buchanan completed the lake and the large header tanks but did **NOT** complete the reticulation system. This was of little consequence because reticulated water was **NOT** essential to construction of houses

In full knowledge that the mandated reticulation system had not been completed the Council sealed the plans of cluster subdivision in 1979 and relying on that seal the Registrar of Titles registered Cluster Subdivision number CS1134 on 9th August 1979 at which time the Body Corporate was automatically

incorporated and assumed ownership and control of all common property including the private reticulated water supply to the extent that it existed.

I purchased 10 of the CS1134 allotments by contract dated 1st November 1979. At that time I was aware of the private water supply but had no need to and did not concern myself with its legal status. The fact of the supply was on 1979 advertising brochures and the six acre lake and very large concrete high level header tanks on the clearly designated common property made themselves well known.

In 1980, without my knowledge or consent, for the purpose of facilitating a high density Timeshare Resort Buchanan applied for and the Council approved a planning permit which permitted the subdivision of each existing allotments into three smaller allotments.

These smaller allotments were in EXTREME breach of the Council's planning policy.

At that time the land remained outside the gazetted waterworks district and the new planning permit was approved on the basis of the existing facilities including the existing private reticulated water supply to the extent it existed and a continuing requirement that a covenant on the existing titles required that household water be provided by roof rainwater tanks and which covenant would continue to new titles.

Neither the application or the new permit made any mention at all or alteration as to water or any other infrastructure works. This re-subdivision was merely paperwork, done by surveyors, signatures and Council seals. This re-subdivision affected the allotments only and not the common property.

This new Planning Permit number 2784 issued on 1st November 1980.

Because the Council did not wish to create a precedent for such small allotments in the hands of individuals the new permit was approved by the Council on the secret and unlawful condition that the yet to be incorporated Timeshare development company acquire all of the allotments.

During the subsequent course of the fraud described by Max McDonald this secret and unlawful condition became recorded in a number of Council and Water Board documents not the least of which was Water Board minutes.

In March 1981 a private company, Woodleigh Heights Resort Developments P/L ("WHRD") was incorporated for the purpose of developing the proposed Timeshare Resort on CS1134. In this context "developing" means purchasing existing allotments, constructing a dwelling on those allotments and then selling 52 share interest in each allotment and dwelling for some 300% to 400% of the true value.

Apart from construction of dwellings there were no development/subdivision works to be done by WHRD either by necessity or pursuant to the permit.

By contract dated 12th August 1981 WHRD purchased four original allotments. (including my lot 28 as discussed above). These four allotments and six others were transferred to WHRD on 17th Dec 1981.

By document dated 1st January 1982 the Kyneton Water Board purported to enter into a Water Supply Agreement with WHRD for the supply of water to land "**owned or occupied**" by WHRD. The Agreement fraudulently recited that WHRD "**owned or occupied**" the whole of CS1134. The Water Board thoroughly knew that recital to be false. That recital reflected the secret condition, not the fact.

In full knowledge that the agreement was unlawful the Water Board did not either seek or obtain the approval of the Governor in Council for that supply and did not seek or obtain the required approval of the Minister for Water for the water mains which were laid along Edgecombe Rd Kyneton to the boundary of CS1134 in purported pursuance of that agreement. The fact that these approvals were

required is recorded in the Board's minutes and Ministerial approval for other unrelated works for unrelated land and people were obtained by the Water Board at that proximate time.

Knowing full well and resulting from the fact that the mandated private reticulation system had not been completed as required by law the agreement provided that WHRD construct and maintain such internal reticulation as was necessary and the agreement provided that the high level tanks, known to be common property, be utilised.

The Water Board and WHRD were thoroughly aware that the internal reticulation system of CS1134 could only be constructed in the common property and would be common property. They were also aware that condition 6 of the initial Planning Permit mandated that the Body Corporate be responsible for all private facilities including water.

Thereafter, in the circumstances described by Max McDonald and detailed below, for the purpose of enforcing the secret and unlawful condition to the Planning Permit and forcing the sale of my land to WHRD the Council and Water Board;

1. fraudulently represented that a reticulated water supply was a precondition to the grant of Building Permits; and;
2. fraudulently represented that WHRD controlled the reticulation system within CS1134 and that I/my land did not have access to and was not entitled to the reticulated water supply and consequently I was not entitled to building permits for my land.

These grossly fraudulent representations concealed and denied the fact that a reticulated water supply and in particular THE private reticulated water supply defined in **the submission** was in fact a precondition to subdivision, **NOT** a precondition to issue of building permits.

These grossly fraudulent representations also denied and concealed the fact that the mandated private reticulated water which was a precondition to subdivision had **NOT** been completed according to law.

The entire purpose of this fraud by the Council and Water Board was to protect the Council and Complicit councillors from the serious, for them, fallout and precedent that would flow from allotments which were in EXTREME breach of Council's policy being in the hands of individuals rather than the timeshare industry which was thought would bring economic benefits and growth to Kyneton.

The complicit councillors approved the Planning Permit with the secret and unlawful condition without regard as to whether or not the then yet to be incorporated timeshare company, financed by the Council's friend and solicitor, would have the financial ability to lawfully acquire all of the allotments.

When in 1984 WHRD did not have the financial ability the Council and the Water Board implemented the prearranged fraud facilitated by the purposefully drafted Water Supply Agreement and robustly resorted to outright fraud to ensure that WHRD unlawfully acquired my allotments by fraud.

For the purpose of the fraud the Council and Water Board concealed the legal status of the private reticulated water supply and represented it as being a private supply of no standing. The Council also concealed and denied that rainwater tanks were mandated to provide kitchen water. The Council also represented that the submission referred to in condition 8 of the Planning Permit had been an oral submission by Buchanan to the Council in committee.

As discussed below Garde deceived the AAT in 1988, the fraud was consequently consummated in 1989 when **Garde's instructing solicitor who was also solicitor to my mortgagee and to WHRD sold my land.**

in August 1995 after amalgamation of Councils and departure of the old guard I was granted access to the CS1134 file and which access had been denied to me for the purpose of the fraud. On viewing the file I discovered the professionally produced and bound "**submission**" and the truth.

On discovering the truth I issued against the Council and Water Board in 1995, In that proceeding Garde acted for the Water Board and concealed and failed to discover a reticulation plan which disclosed that the private Water Supply had not been completed according to law. Upon discovering Garde's further deceit I issued new proceedings in 2005. Garde again acted for the Water Board.

Garde and solicitors for the Council then issued applications to have my new proceeding summarily dismissed. The grounds for those applications were fabricated. The detail of those fabricated applications is presently unnecessary but suffice to say that if they were based in truth there would have been no need for Osborn's extensive fraud as thoroughly detailed below. These applications were heard by Master Efthim. Garde and the solicitors for the Council thoroughly deceived Master Efthim and wrongfully obtained judgment which struck out my new claim.

Osborn's fraud;

The hearing before Osborn was on appeal from the Orders of Master Efthim. My submissions in that appeal substantially set out the serial corrupt conduct of Garde and the corrupt conduct which had occurred before Master Efthim. Osborn then exceedingly carefully and fraudulently fabricated his Reasons for Judgment to conceal and deny the fraud described by Max McDonald and thereby conceal and deny the serial corrupt conduct of Garde and thereby make Garde's submissions true and correct. Osborn's Reasons were also fabricated to uphold the fundamentally flawed Reasons of Master Efthim and thereby coincidentally conceal the exceedingly corrupt conduct of Garde and Jim Delany SC and others before Master Efthim.

As detailed below Osborn's Fraudulently Fabricated Reasons;

1. Fraudulently represent that the 1978 Planning Permit had two separate and separable parts or components, namely a subdivision component and a residential development component.
2. Fraudulently represent that a reticulated Water Supply was **NOT** a condition of his subdivision component.
3. Fraudulently represent that the allotments created at his subdivision component could not be initially used for residential purposes.
4. Fraudulently represent that provisioning of a reticulated water supply was a function of or integral with his second component which was construction of dwellings at some indeterminate time subsequent to completion of subdivision.
5. Fraudulently represent that the 1982 water supply from the Board was the lawful water supply provided to the whole of CS1134
6. Fraudulently represent that the 1982 Water Supply Agreement was legitimate.
7. Fraudulently represent that WHRD was "the subdivider" responsible for construction of the internal reticulation and responsible for control of that reticulation system.
8. Fraudulently explain my lack of water by fraudulently representing that the reticulation system simply and legitimately did not extend to my allotments.

Osborn's Fraudulently Fabricated Reasons;

At paragraph 156 of his Reasons for Judgment Justice Robert Osborn represented that Buchanan's 1978 application for a Planning Permit consisted of two distinct and separable components, namely an application to **BOTH** subdivide **AND TO** use the land for residential purposes. His paragraph 156 said;

156 Further, I would add for completeness, that I am satisfied the plaintiffs' case is premised on a misreading of the relevant planning permit. The application for permit which is in evidence was in fact one both to subdivide the land and to use the land for the purpose of a detached house on each allotment. The application was put forward on the following basis:

Then working within the constraints of the available malleable verbiage at his paragraph 158 Osborn represented that the Planning Permit was then granted in accord with that two component application and that the subject matter of the Permit also consisted of two components, namely a Permit to subdivide **AND FOR** "cluster type development including water/open space"; Osborn's paragraph 158 says;

158 Ultimately the planning permit to subdivide and for "cluster type development including water/open space" was granted on the following conditions:

Osborn then purported to faithfully transcribe the conditions including condition 8 of that permit to his paragraph 158 Osborn's supposed transcript of that condition 8 said;

8. The development to be carried out in accordance with the plans and subdivision which formed part of this application."

Each of these representations was maliciously fraudulent and false, the word "**subdivision**" did not occur in the true condition 8. The truth known to Osborn was that the true condition 8 had the critical word "**submission**" and **NOT** the word "**subdivision**" in it. The true condition 8 said;

8. The development to be carried out in accordance with the plans and submission which formed part of this application.

Additionally the subject matter of the Planning Permit did not have two component parts as fraudulently represented by Osborn. The fact known to Osborn was that the Heading of the Planning Permit number 2191 consisted of the single component "To subdivide" on the first line, the address on the second line and a description on the third and fourth lines. The heading of the Planning Permit said;

TO SUBDIVIDE PART CROWN ALLOTMENTS 38 AND 41
PARISH CARLSRUHE, ABATTOIRS ROAD.
CLUSTER TYPE DEVELOPMENT INCLUDING WATER/OPEN SPACE
AVERAGE LOT SIZE 2 ACRES.

COPY

2191

For his corrupt, fraudulent and malicious purpose Osborn took the third line description, placed it within quote marks and then appended that quoted description to the first line subject matter with the interposed words "**AND FOR**" and thereby fraudulently represented that commensurate with his fraudulent rendition of the application the permit also had two separate and separable components to the subject matter, namely a subdivision component and a "cluster type development including water/open space" component.

Osborn's paragraph 156 was also a fraudulent misrepresentation, the application relied upon by Osborn was in fact an application to (i) subdivide (ii) carry out works (iii) use each lot for a detached house. Each of these **THREE** things was integral to the application and indivisible from one another and the existing use was rural residential. It was **NOT** an application with **TWO** separate and separable components as purposely fraudulently represented by Osborn. The relevant part of the applications said;

hereby apply for a permit to

- * (i) sub-divide the land described hereunder in accordance with accompanying plan [REDACTED] (six copies)
- * (ii) erect construct or carry out on land described hereunder the buildings or works in accordance with accompanying plan (three copies)
- * (iii) use the land described hereunder for the purpose of A
DETACHED HOUSE ON EACH ALLOTMENT

Existing use of land RURAL RESIDENTIAL.

The application for permit did not contain any "ands", "ifs", "buts" or "maybes". It was a single purpose application for a Rural Residential Cluster Subdivision where, not surprisingly, the intended use of the allotments was residential and the applications was approved in whole and the permit issued.

For completeness I now include a part copy of the Council's working paper when it approved the permit "To Subdivide", with "approval in accord with submission" (see circled text) and the description was exactly as subsequently described in the third and fourth lines of the heading of the Planning Permit.

DETAIL OF APPLICATION:

To subdivide CLUSTER TYPE DEVELOPMENT
including water/open space
Average lot size 2 ac. *

RECOMMENDATION: (APPROVAL SUBJECT TO) (REFUSAL ON GROUNDS)

MELVILLE DRIVE From eastern boundary of lot 10
eastward deleted. — Fire Access/Easement.

The corporate body shall be responsible for the
proper maintenance of all private facilities including
water, private roads and open space. to the
Satisfaction of the Council.

12
10
3
2
1

I include an enlarged circled portion.

IN ACCORD WITH SUBMISSION
(APPROVAL SUBJECT TO)

MELVILLE DRIVE FROM EASTERN

The "water" referred to in the Planning Permit heading and the Council's working paper was a private reticulated water supply defined in the "submission" referred to in the true condition 8.

As fully demonstrated below, under the Council's planning policy the small rural residential allotment sizes proposed were prohibited unless serviced by a reticulated water supply and at that time the land was outside the gazetted Waterworks District of the Kyneton Water Board and could not be lawfully serviced except with the approval of the Governor in Council so the Council approved and mandated the private reticulated water supply defined in the submission referred to in the true condition 8.

As I will shortly demonstrate while in full knowledge of the Council's policy and that the land could not be serviced by the Board the purpose of Osborn's fraudulent fabrications was to fraudulently represent;

1. That provision of **THE** reticulated water supply defined in the **submission** referred to in the **true** condition 8 was **NOT** a condition of subdivision or at all.
2. That provision of **"A"** water supply (from the Water Board) was necessary to or integral with his fabricated second component of the Planning Permit and **NOT** a condition of subdivision or at all.

The first of these things is unequivocally set out at Osborn's paragraph 163(c) where Osborn said;

(c) The permit did not require completion of the reticulated non-potable water supply as a condition of subdivision;

Osborn's reference to **"THE"** reticulated non-potable water supply is an unequivocal reference to the reticulated water supply defined in the "submission" referred to in the true condition 8

The second of these things is set out to in Osborn's fraudulently fabricated second component to the Planning Permit and which second component expressly contains the words "including water". I now repeat a copy of Osborn's paragraph 156 where he set out his fabricated second component.

158 Ultimately the planning permit to subdivide and for "cluster type development including water/ open space" was granted on the following conditions:

The purpose of Osborn's misrepresentations was to fraudulently represent that provision of reticulated water was **NOT** a condition of subdivision but was instead a function of or integral with residential use of the allotments subsequent to subdivision. In other words provision of reticulated water was **NOT** a responsibility of the subdivider but was instead the responsibility of a person wishing to build a house.

For reference I am now going to provide a complete copy of Osborn's rather busy paragraph 160 followed by a part by part commentary. (I recommend my readers skip to the commentary)

160 In my opinion the reference to the development in condition 8 is in fact a reference to the cluster type residential development forming a part of the subject matter of the permit. Condition 8 does not impose a requirement which must be met prior to the sealing of the plans of subdivision. The permit conditions and in particular conditions 1 and 3 make clear that in the first instance the allotments could not be cleared or used for purposes other than pastoral use, without the further permission of Council. Nevertheless, it was envisaged that the cluster type development would result in time in the construction of dwellings. Condition 8 imposed a precondition to use of development upon the land not upon the subdivision of the land.

At lines 1 to 3 of his paragraph 160 Osborn says;

In my opinion the reference to the development in condition 8 is in fact a reference to the cluster type residential development forming a part of the subject matter of the permit.

In these lines Osborn unequivocally says that the words "**The development**" as occurring in condition 8 is a reference to his fabricated second component of the Planning Permit.

At these lines Osborn inserted the word "**residential**" into his fabricated second component of the Planning Permit so that this component has become "**residential development including water**".

Then at lines 3 and 4 of his paragraph 160 Osborn says;

Condition 8 does not impose a requirement which must be met prior to the sealing of the plans of subdivision.

This assertion implies that condition 8 imposes a requirement subsequent to sealing of the plans of subdivision. In his preceding lines Osborn said that condition 8 referred to his "**residential development including water**" component of the Planning Permit. It follows that Osborn's "**residential development including water**" component of the Planning Permit occurs or is performed subsequent to sealing the plans of subdivision which is in fact subsequent to subdivision and when the allotments may be sold.

That Osborn's "**residential development including water**" occurs subsequent to subdivision is confirmed at his lines 5 and 6 where Osborn (falsely) asserts that "**in the first instance**" the allotments "**could not be used for other than pastoral use**" without secondary permission. This "in the first instance" is an express reference to immediately subsequent to subdivision when the allotments first exist. This then includes an express assertion that "in the first instance" subsequent to subdivision the allotment could **NOT** be used for residential purposes. (convoluted but Osborn carefully wrote these things.)

After asserting that the allotments could not immediately be used for residential purposes Osborn went on at lines 7 and 8 of his rather busy paragraph 160 to say;

Nevertheless, it was envisaged that the cluster type development would result in time in the construction of dwellings.

These two lines say two important thing, firstly that "**cluster type development**" (including water) would result "**in the construction of dwellings**"; this is an express assertion that Osborn's fraudulently fabricated second component to the planning permit is or includes "**construction of dwellings**".

It follows that this is an assertion by Osborn that his (fabricated) second component; "cluster type development with water/open space" is or includes "construction of dwellings with water".

The second important thing is that line 8 says these things would occur "in time" meaning at some indeterminate time but unequivocally subsequent to Osborn's first component, subdivision, which is when allotments became available for lawful sale.

The last two lines of Osborn's paragraph 160 then say;

Condition 8 imposed a precondition
to use of development upon the land not upon the subdivision of the land.

Here Osborn introduces his alphabet soup term "use of development upon the land" which is a bumbling attempt to use the word "use" in his rendition of the application and the word "development" of his rendition of the Planning Permit in one term or phrase so as to purport to relate the two.

It is thus manifestly and abundantly clear that Osborn's incredible and carefully coordinated and purposeful set of misrepresentations and fraudulent fabrications end up with four preposterous results.

1. There was two distinct separate and separable components to the planning permit, namely, a "**subdivision**" component and a "**residential development with water**" component
2. Provision of water was **NOT** a condition of subdivision.
3. Provision of water was a function of or integral with Osborn's "**residential development with water**" component which occurred subsequent to his subdivision component and after the waterless "pastoral" allotments came available for lawful sale.
4. The subdivision component resulted in 45 two acre pastoral allotments without water and with absentee pastoralist owners who couldn't live on their mini pastoral ranches until such time as they wished to "use of development upon the land" which included them providing water.

The fact known to Osborn was that residential use of the allotments was permitted instantly upon subdivision but Osborn's fraudulent assertion to the contrary was necessary to his scheme because if the allotments were immediately useable for residential purposes then his fabricated second component, "**residential development including water**" occurring "in time" subsequent to subdivision, would be superfluous palpable nonsense. For this fabrication Osborn relied on a manifest error of omission in the Planning Permit. While the subdivision was manifestly a rural residential subdivision and the permit set minimum house sizes with rainwater tanks it erroneously did not specifically specify "residential" as a permitted use. Osborn seized upon this obvious omission to facilitate his fraud.

This 1978 error of omission was well known to Osborn and was rectified in 1979 when the Council sealed the plans of subdivision and the Registrar of Titles issued titles. In the Ninth Schedule which was registered by the Registrar of Titles on 9th August 1979 the word "are" was interlineated between the words "Allotments" and "only" and the words "residential and" were interlineated between the words "for" and "pastoral". The following is a copy of the relevant part of that Ninth Schedule.

COLUMN 1	COLUMN 2
1 - 45	Allotments are not to be cleared or timber felled without the prior approval of the Council of the Shire of Kyneton and the Body Corporate.
1 - 45	Allotments ^{are} only to be used ^{residential and} for, pastoral purposes, excluding piggeries, kennels and poultry farms, ^{unless} without the prior permission of the Council of the Shire of Kyneton and the Body Corporate, has been obtained.

To provide verisimilitude to his fraud Osborn denied that the subdivision was subject to Council's Policy with respect to allotments sizes and water supply. Compare now Osborn's paragraph 157 with the 1988

submissions set out immediately below. In the face of the facts Osborn simply fabricated whatever was necessary to his fraud. Osborn's paragraph 157 was derived from transcripts which he set out at his paragraph 156 and implied to be from the "application for permit". He in fact selectively transcribed from the **submission** which he was seeking to deny and which in fact gave the lie to his assertions.

157 It is apparent the application was not for conventional subdivision in accordance with minimum areas fixed by reference to water supply. Rather, it was for a cluster subdivision with site specific communal provisions. The application was not one which put forward, an "approved reticulated water supply for the purposes of the Shire of Kyneton Planning Scheme."⁴⁸ It was expressly put forward that the cluster subdivision would not meet the minimum required in this regard for conventional subdivision.

Unfortunately for Osborn; on 7th March 1988 in appeal number P87/2206. At the Administrative Appeals Tribunal Ian Lonie of Maddock Lonie and Chisholm made a written submission on behalf of the Council of the Shire of Kyneton and the Kyneton Water Board and at page 6 he said;

The Council has adopted a policy or guidelines regulating the size of subdivisional allotments in different areas under its planning control. That policy as applied to the subject land provides for a minimum allotment size of 3 acres (with reticulated water) and 6 acres (without reticulated water).

Lonie's report then described a 1976 subdivision of the land which had allotment sizes of average 7 acres and plainly did not need reticulated water.

The report then described the 1978 application for cluster subdivision followed by a description which said it had 45 allotments of 2 acres each and a lot density of 1 allotment per three acres and then the report said that one of the **conditions** of "that development" required water to be provided by a large on-site dam and internal reticulation where the words "that development" were an obvious reference to the cluster subdivision and not a separate component as Osborn fraudulently represented.

Subsequently, there was an application for the cluster subdivision of the land into 45 allotments (of 2 acres each) having an overall lot density of 1 allotment per 3 acres. One of the conditions of that development required water to be provided by a large on-site dam and internal reticulation.

In other words the submission put to the Tribunal specifically and unequivocally set out that the private reticulated water supply was a condition of the Planning Permit and of subdivision and this is exactly what Osborn was seeking to fraudulently deny and conceal with his fraudulent fabrications.

As night follows day, the certain fact is that there was no second component to that Planning Permit where water was to be provisioned concurrent with wishing to "use of development upon the land" as corruptly asserted by Osborn for the purpose of saving his abundantly corrupt little friend, Garde.

The foregoing fraudulent fabrications provided the fundamental grounds necessary to corruptly legitimise the fraud described by Max McDonald. The balance of Osborn's fraud is set out below.

The scheme of Osborn's fraud:

The **second** part of Osborn's scheme was to ignore deny and conceal all of the matters and things giving rise to and surrounding the fraud described by Max McDonald. This second part was essential to and occurred concurrent with each other part of his scheme. Osborn's Reasons are totally devoid of anything which even obtusely alludes to the fraud described by Max McDonald and well known to Osborn.

The **third** part of Osborn's scheme was the fabrications described above in respect of the Planning Permit, this third part resulted in water NOT being a condition of subdivision and resulted in an **undefined or generic** water supply being integral to his second component of his rendition of the Planning Permit. I repeat Osborn's paragraph 158 which simply refers to "water".

158 Ultimately the planning permit to subdivide and for "cluster type development including water/open space" was granted on the following conditions:

The **fourth** part of Osborn's fraud was to fraudulently misrepresent the gravamen of my 2005 proceeding which was before him and fraudulently represent that it also related to an undefined generic water supply.

Once having fraudulently misrepresented both the Planning Permit and my gravamen as relating to an undefined generic water supply Osborn had at his disposal two candidate water supplies for the position of legitimate water supply, namely the private reticulated water supply and the 1982 water supply.

With two candidate water supplies on hand and with the constraints of his fraud and the available verbiage to contort there was no way to legitimise either so for the third stage of his fraud Osborn resorted to incredible subterfuge and obfuscation to appear to legitimise the 1982 supply.

The **fifth** and incredible stage of Osborn's fraud was to lull and lead and seduce a reader of his Reasons into a belief or acceptance that the 1982 supply from the board was the legitimate supply and for this purpose Osborn extensively and strongly used the notion "non-potable" to impugn the private reticulated water supply and the notion "potable" to enhance the 1982 supply in the mind of a reader

Having lulled and seduced a reader into a belief or acceptance that the 1982 supply was the lawful and legitimate supply Osborn was left with one further embarrassment which was the fact that pursuant to the very terms of the fraudulent 1982 Water Supply Agreement WHRD was responsible for the internal reticulation within CS1134 when the immutable fact was that the internal reticulation system and header tanks were inviolately common property owned, operated and maintained by the Body Corporate.

The **sixth** part of Osborn's fraud was to fraudulently represent that WHRD was the subdivider of CS1134 with all appurtenant connotations which include that WHRD was reasonably responsible for

constructing the reticulation system and also responsible, at least in initial stages, for maintenance of the reticulation system. In this part Osborn also fraudulently represented that the 1982 supply was provided to "the subdivision" with appurtenant connotations which include provided to my land when he well knew that the supply was purposefully provided to WHRD and not to "the subdivision".

The **seventh** part of Osborn's fraud was to legitimise the fact that I/my land had been denied the water which according to Osborn's fraud had been legitimately brought to CS1134 by the subdivider WHRD. To legitimise this Osborn fraudulently represented that I had purchased my land subsequent to WHRD who Osborn represented as subdivider and then he fraudulently represented that the reticulation system quite innocently and simply had not been extended to my land.

This takes me to the **first** part of the fraud which I am yet to describe, it is so incredible and blatant and serious in nature beyond what I have already described that a description would lead to incredulity so I will simply demonstrate the first part after demonstrating the subsequent six parts.

The **eighth** part of Osborn's fraud was to actually provide conclusions for finding against me based on the seven parts to his fraud. and these include an assertion by Osborn that I misunderstood the planning permit and that I was aware of the (legitimate) 1982 water supply as far back as 1987 and nothing was concealed from me. **I have already described the third part regarding the planning permit, I now set out the remaining parts, followed by the outstandingly incredible and outrageous first part.**

The Fourth part of the fraud of Osborn. Misrepresenting the 1995 and 2005 gravamen.

In 1995 I issued previous proceedings against the Council and Water Board. In 2005 I issued further proceedings. Both proceedings related to the private reticulated water supply and the fraud described by Max McDonald. An application for summary dismissal of the 2005 proceeding was before Osborn. Osborn's bald faced misrepresentations of the gravamen are incredible.

The fact was that the gravamen of each of the 1995 proceeding and the 2005 proceeding related to the private reticulated water supply, in simple terms;

1. The 1995 proceeding alleged that the private supply had been completed as mandated by law and that from the date that the plans were sealed I had an entitlement to that private supply.
2. The 2005 proceeding alleged that the private supply had **NOT** been completed as required by law and that the council had sealed the plans in breach of its duty to refuse to seal the plans.

Osborn's fabrications were essentially identical to the true gravamen excepting that he carefully substituted the description of the water supply concerned.

1. Osborn represented that the 1995 proceeding alleged entitlement to the 1982 water supply, this implies that the 1982 was the necessary supply.
2. Osborn then represented that the new 2005 gravamen was that I alleged the Council should not have sealed the plans because "necessary water supply" had not been provided.

These clever but exceedingly fraudulent substitutions had two purposes.

1. to begin a process of lulling, leading and seducing a reader of his Reasons into believing that the "necessary water supply" was the 1982 water supply and fraudulently representing that the gravamen of the 2005 proceeding relates to the "necessary" 1982 water supply
2. additionally the use of the generic term "necessary water supply" left it open for Osborn to finally and fraudulently treat/hold, represent that the 1982 supply was that "necessary water supply" and did form the new 2005 gravamen.

These fraudulent misrepresentations of the gravamen occurred as follows.

In his paragraph 17 Osborn said that I had purchased some of the CS1134 land;

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.

Then at his paragraph 18 Osborn said that there was a dispute "as to the withholding of a reticulated water supply" from my land and that SUCH WATER was supplied by the Water Board to this subdivision in 1982

- 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 19 Osborn said that I sued the Council and Water Board in 1995 alleging fraudulent misrepresentations as to my lack of entitlement to SUCH WATER when in truth I was entitled to SUCH WATER

- 19 Ultimately the plaintiffs sued the Council and the Water Board in 1995 alleging that each had made fraudulent misrepresentations as to the plaintiffs' lack of entitlement to access to such water. As a result it was alleged the plaintiffs had suffered loss upon a mortgagee sale at which the land achieved values reflecting a lack of water supply when (it was alleged) the plaintiffs were in truth entitled to access to such water supply.

At his paragraph 148 Osborn unequivocally asserted that the 1982 supply formed the 1995 gravamen.

- 148 It was this latter water supply to which the plaintiffs were denied access. This denial formed the gravamen of the Woodleigh Supreme Court proceedings.

Osborn's paragraphs 19 and 148 are unequivocal representations that the gravamen of my 1995 proceeding was that the Council had fraudulently represented that I was not entitled to the 1982 supply from the Water Board when in truth I was entitled to that 1982 supply from the Water Board.

At the time of writing his paragraph 18 and 19 and 148 Osborn knew full well they were fraudulently false

1. firstly the 1982 supply was not withheld, it was not lawfully provided and one cannot withhold that which one cannot lawfully provide. No right to that unlawful 1982 supply existed and none was asserted.

2. secondly as demonstrated below the 1995 proceeding unequivocally alleged entitlement to the private reticulated water supply defined in the submission and Osborn also knew full well that no possible right of action existed in respect of that unlawful 1982 water supply and none was pleaded and it is not possible to construe the 1995 gravamen as fraudulently asserted by Osborn.

Then at his paragraph 21 Osborn fraudulently said that my new 2005 proceeding alleges that the Council should not have sealed the plans of cluster subdivision because **NECESSARY water supply** had **NOT** been provided in accordance with the planning permit allowing the cluster subdivision.

21 The plaintiffs now contend that the Council should not have sealed the relevant plans of cluster subdivision in the first place, because at the time the lots were created, necessary water supply had not been provided to the land in accordance with the planning permit allowing the cluster subdivision.

The words "necessary water supply" are carefully generic and do not define the private reticulated water supply or the 1982 supply from the Water Board but in context the generic term engenders the notion that the "necessary water supply" is the 1982 supply.

Osborn's paragraph 21 also represents that my allegation included that the "necessary water supply had not been provided in accordance with the Planning Permit". As demonstrated above Osborn's fraudulent rendition of the Planning Permit included that water was NOT a condition of the Permit. These representations by Osborn prepared the ground for his fabricated conclusions which included an assertion by him that my case was "premised on a series of misconceptions." (as to the Planning Permit).

At the time of writing his paragraphs 18, 19 and 21 Osborn was well aware that the 1995 and the 2005 proceedings each related to the private reticulated water supply and NOT to the 1982 supply. Osborn was well aware that the 1982 supply was simply an unlawful supply which no-one had entitlement to and no possible right of action existed in respect of that 1982 supply. The writ in proceeding 7966 of 1995 was issued on 26th October 1995.

Paragraph 5(b) of the indorsement of claim pursuant to Rule 5.04(2)(b) of the rules unequivocally alleged that the Defendants (the Council and Water Board and the Shire Engineer and the Joint Shire and Board Secretary) fraudulently represented to the effect that my land did not have and never had a right of access to an approved reticulated water supply.

- (b) in 1985 the Plaintiffs attempted to sell the land at public auction. The sale was cancelled by the Plaintiffs. The sole reason for the cancellation of the sale was because of fraudulent or negligent misrepresentations made by the Defendants to the Plaintiffs to the effect that the land did not have, and never had, a right of access to an approved reticulated water supply ("the representations").

Paragraph 5(h) unequivocally alleged that those representations were false and untrue

(h) the representations were false and untrue.

The particulars to paragraph 5(h) unequivocally alleged that the representations were false and untrue at the time they were made because of the things set out in subparagraphs (i) to (v) and which things included the 1978 Planning Permit and that condition 8 of that permit required that the development be carried out in accord with the plan and submission which formed part of the application and that the submission provided for construction of a private reticulated water supply consisting of a lake, high level water tanks and reticulation pipes.

PARTICULARS

The representations were false and untrue at the time they were made in that:

- (i) the land was part of Cluster Subdivision No. 1134;
- (ii) Cluster Subdivision No. 1134 had been subdivided pursuant to Planning Permit No. 2191 dated 15.11.78;
- (iii) Provision 6 of Planning Permit No. 2191 required that the Body Corporate of the Subdivision was to be responsible for the proper maintenance of all private facilities including water;
- (iv) Provision 8 of Planning Permit No. 2191 required that the development be carried out in accordance with the Plan and the Submission which formed part of the application for the permit;
- (v) the Submission provided for the construction of a water supply and reticulation system consisting of, inter alia, a lake, high level water tanks, and reticulation pipes;

Subparagraph (vi) then alleged that as and from the date of registration by the registrar of titles each allotment and/or owner had a right and entitlement to a reticulated water supply where that water supply was the private reticulated water supply defined in the submission referred to in condition 8 of the Planning Permit.

- (vi) and accordingly, as and from the date upon which the developers (Kenneth Raymond Buchanan and Yvonne Rae Buchanan) were entitled to sell the allotments (October 1979 i.e. the date of registration of the Plan of Subdivision by the Registrar of Titles) each allotment and/or owner had a right and entitlement to a reticulated water supply;

Paragraph 5(i) then alleged that the Council and Water Board concealed the content of the plans and the Submission constituting provision 8 of the Planning Permit until 8.8.95

- (i) the Defendants concealed from the Plaintiffs the falsity of the representations and the Plaintiffs did not become aware of the content of the Plans and the Submission constituting Provision 8 of the Planning Permit 2191, until 8.8.95;

These things unequivocally define the 1978/9 private reticulated water supply, NOT the 1982 supply.

The writ was exhibit 1, i.e. the first document, in exhibit SME 2 Volume 1 before Osborn.

Osborn's representations at his paragraph 19 that the gravamen of my 1995 proceeding asserted a right to the 1982 supply from the Water Board was a fabrication with no possible basis for such belief by Osborn and the only possible reason for that overt misrepresentation was for the scheme of his fraud.

As discussed above, in the context of his paragraph 18 the generic term, "necessary water supply" in his paragraph 21 implied that the 1982 supply was that necessary water supply. I repeat his paragraph 21 in current context. His paragraph 21 asserts that the new 2005 gravamen is that "necessary water supply" had not been provided.

- 21 The plaintiffs now contend that the Council should not have sealed the relevant plans of cluster subdivision in the first place, because at the time the lots were created, necessary water supply had not been provided to the land in accordance with the planning permit allowing the cluster subdivision.

The **gravamen** of the new 2005 proceeding before Osborn was defined in my written submissions to Osborn, the 2005 proceeding related to two subdivisions, Tylden Rd and Woodleigh Heights, this present discussion only relates to the Woodleigh Heights subdivision. The gravamen in respect to both Tylden Rd and Woodleigh Heights was identical from a legislative viewpoint but different as to the factual basis.

At paragraph 39 of my written submission to Osborn I provided a generic definition of the gravamen as it related to both subdivisions and at paragraph 40 I said these causes of action had been concealed until August 2000.

Then separately I defined the separate factual matters giving rise to the generic description in respect of each subdivision

At his paragraph 95 Osborn transcribed my **generic** description of the gravamen which simply said that "required services were not present" and that the facts had been concealed until August 2000

95 Accordingly, the present proceedings are founded on allegations of misfeasance in public office.

[39] The most simple issue in respect to each subdivision is that with the knowledge and consent of the second defendant the first defendant sealed the plans of subdivision in full knowledge that the required services were not present and that there was no lawful means of compelling the subdivider, Buchanan, or anyone else to provide those services.

[40] The defendants fraudulently concealed the facts behind these issues during the period 1979 until discovered by me in August 2000 (sic).^{"23}

My separate specific factual basis for the cause of action, the gravamen, in respect of Woodleigh Heights was found at paragraphs 42(w) and (x) of my written submission.

At paragraphs 42(w) and (x) in respect of Woodleigh Heights I precisely and unequivocally defined the generic term "required services" as being "the private reticulated water supply which was described in the submission dated 3.11.78..."

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My paragraphs 42(w) and (x) defined the specific factual matters giving rise to the Woodleigh Heights gravamen. These paragraphs unequivocally defined the private reticulated water supply and said that it was required by law to be completed in 1979 but had not been completed and there was no lawful means of compelling provision of that supply in order to make the allotments usable.

w) In relation to Woodleigh Heights the predicated facts of the primary fraud are found at paragraph W10 of the present Amended Statement of Claim and are, in summary, that the First Defendant sealed the plans of cluster subdivision in full knowledge that the private reticulated water supply which was described in the submission dated 3.11.78 and referred to in paragraph W2 of the present Amended Statement of Claim and which water supply was required by law to be completed in 1979 had not been completed.

x) Consequently, for the reasons which I will shortly set out, at the time the cluster plans were sealed there was no water supply present and once the plans of cluster subdivision were sealed, there was *"no lawful means to compel or cause construction of those services in order to make the allotments useable"*

Osborn did not transcribe or allude to my paragraphs 42(w) or (x) and did not refer to or allude to their content. Osborn fraudulently represented that my generic description constituted the gravamen.

Then at his paragraph 97 and 97(b) Osborn obtusely represented that I described the gravamen as being related to "A" (generic) reticulated water supply was not provided at the date of sealing the plans as it was required to be.

97 It is submitted by the plaintiffs that the documentation before the Court demonstrates:

(b) a reticulated water supply was not provided to the Woodleigh land at the date of sealing of the initial cluster subdivision plans, as it was required to be pursuant to the planning permit authorising such subdivision.

By deceitfully transcribing my generic description of the gravamen and by fraudulently representing that I described the gravamen as relating to the generic "A" reticulated water supply Osborn provided verisimilitude to his early misrepresentation where at his paragraph he described the gravamen as relating to "necessary water supply".

By this collection of fraudulent and coordinated misrepresentations as to a generic water supply Osborn was opening and preparing the way for his subsequent fraudulent representation that the 1982 water supply was THAT water supply.

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The Fifth part of the fraud of Garde and Osborn. Lulling, leading and seducing a reader.

Firstly, as demonstrated above, Osborn fraudulently ascribed two components to the application for permit and to the Planning Permit and then he;

1. fraudulently represented that the provision of a reticulated water supply or any water supply at all was NOT mandated at the time of his subdivision component; and;
2. fraudulently represented that an undefined "water" supply was integral to his second component of the Planning Permit.

This then left Osborn with two candidate water supplies to become THE undefined water supply which was to be provided at the time that a purchaser wished to "use of development upon the land".

Those two candidate water supplies were of course the private supply which was mandated by the true condition 8 and the unlawful one which was provided in 1982.

On Osborn's rendition of the Planning Permit neither of these supplies was mandated but Osborn's desperate and imperative task was to make the 1982 the lawful and legitimate supply and thereby render his corrupt little friends deceitful submission true and correct.

On Osborn's fraudulent misrepresentations there was no fact of law or fact or available malleable or distortable verbiage at all to make any water supply at all, let alone the 1982 supply the legitimate supply pertinent to or integral with Osborn's fabricated second component of the Planning Permit

Osborn therefore used subterfuge and obfuscation designed and intended to lull, draw, lead and seduce a reader of his reasons into a belief that the 1982 water supply was the lawful and legitimate supply integral to his second component of the Planning Permit and that the private supply could **NOT** be that supply. Osborn also used outright fraudulent misrepresentation and fabrication but for the moment I concentrate on the subterfuge and obfuscation.

For the purpose of this necessary subterfuge and obfuscation Osborn extensively and strongly used the notion "non-potable" to impugn the private reticulated supply and the notion "potable" to enhance the 1982 supply and render the 1982 supply as the obvious correct and proper water supply in the mind of a reader of his Reasons.

I now return for a moment to Osborn's misrepresentations in respect of the Planning Permit. At his paragraphs 163(a) and (c) Osborn represented that neither the private reticulated supply or the 1982 supply was mandated by the Planning Permit but in doing so he added the, but for his fraud, quite superfluous notions of potable and non-potable. Osborn's paragraphs 163(a) and (c) said;

- (a) The permit did not require provision of a reticulated potable water supply by the Water Board or at all;
- (c) The permit did not require completion of the reticulated non-potable water supply as a condition of subdivision;

Osborn opened the first paragraphs of his Reasons by firstly setting out what he said to be the factual background to the new 2005 proceeding and then he referred to and selectively transcribed from the Amended Statement of Claim in the 1995 proceeding where I had described the private reticulated

water supply. (as demonstrated above the 1995 proceeding described the private supply and also demonstrated it to be the mandated by condition 8 of the Planning Permit. Incredibly and brazenly beyond contemplation Osborn uses that description as follows.)

Then in his very first substantive paragraph, paragraph 69, Osborn declared in theatrical manner and in the manner of an important revelation that it was abundantly clear that I was aware that the private supply contemplated by the application for permit was a non-potable supply (note careful reference to **Application** for Planning Permit as distinct from the Planning Permit per se); Osborn said;

69 It is thus abundantly clear that as at this date the plaintiffs understood that the reticulated water supply contemplated by the permit application was not a supply of potable water from the Water Board.

The fact of course was that this notion of potable was entirely and utterly irrelevant in the true scheme of things. This declaration and revelation was only necessary to Osborn's scheme to seduce a reader of his reasons into believing that the private non-potable supply could NOT be the supply integral to his second component of the Planning Permit.

Osborn used the notions of potable and/or non-potable at each of his paragraphs 69, 147, 152, 153, 155, 163(a), 163(c), 163(d), 163(e), 167, 168, 168(a), 169, 170, 174, 178, 181(b), 181(c) and 181(d) and he also used them in various footnotes which also contained outright misrepresentations and there was no possible reason for such use other than to deceive and lull and seduce a reader of his reasons into a belief or acceptance that the potable supply must be the legitimate supply.

I am not going to bore my reader by superfluously setting all these instances out however one example is that at his paragraph 167 Osborn dishonestly said that I had submitted that the 1982 Water Supply Agreement was for the supply of potable water; His paragraph 167 said;

167 I accept the plaintiffs' submission that this is an agreement for the supply of (potable) water to the Woodleigh land.

The fact of course was that my submissions were that the 1982 supply and Agreement were each repugnantly unlawful in all respects. I never said or implied potable or implied legitimacy or that the 1982 supply was to "the Woodleigh land" as distinct from WHRD.

By this paragraph Osborn deceitfully ascribed to me a representation to the effect of his fraud and his subterfuge and obfuscation that the 1982 supply was the potable legitimate supply to the entire subdivision.

While Osborn's fraud is incredible this aspect is astonishing, in the final analysis this astoundingly sophisticated brazen and audacious fraudster seduced a reader to believe/accept that the potable supply was the legitimate supply and then he found against me because the 1982 water was potable and I knew it was potable.

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The Sixth part of the fraud of Osborn. Fraudulently representing WHRD as "the subdivider"

For the purpose of further providing verisimilitude to his fraud in respect of the Planning Permit and for the purpose of legitimising WHRD's control of the water supply and common property Osborn fraudulently represented that WHRD was "**the subdivider**" with all appurtenant connotations of that term including the reasonable and credible expectation that the subdivider would be responsible for bringing water to the subdivision and may reasonably be liable or responsible to maintain the common property water supply and reticulation system at least in the early stages.

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.

At the time of writing his paragraph 18 and subsequently dependant paragraphs Osborn was fully aware that the water was **NOT** "supplied by the Water Board to this subdivision in 1982", the truth well known to Osborn was that to the specific, careful, and malicious exclusion of this subdivision the water was expressly supplied in purported pursuance of a written Water Supply Agreement to lands **owned or occupied** by the private company WHRD.

That Osborn was well aware of the terms of the Water Supply Agreement is demonstrated at Osborn's paragraph 166 where he refers to that agreement and carefully and fraudulently represented that the agreement was for "**the supply of water to the whole of the Woodleigh Heights subdivision.**"

Osborn's paragraph 166 says;

- 166 Further, the agreement between the Water Board and WHRD: "for the supply of water to the whole of the Woodleigh Heights subdivision" dated 1 January 1982 was discovered on 15 April 1998 by the Water Board in the Woodleigh Heights Supreme Court proceeding. Clauses 1 and 2 of the agreement are in the following terms:

At the time of writing his paragraphs 18 and 166 Osborn was thoroughly aware that the recitals to the Agreement fraudulently represented that WHRD was "**owner or occupier**" of the whole of cluster subdivision CS1134. The fact known to Osborn was that WHRD was not and never was owner or occupier of my land or the common property which included the water supply and reticulation system.

Osborn transcribed Clauses 1 and 2 under which WHRD was responsible for the internal reticulation but he carefully omitted to transcribe the recitals which fraudulently and purposely represent that WHRD owned or occupied the whole of CS1134 which included my land and the common property.

The recitals to that Water Supply Agreement fraudulently said;

(hereinafter called "the Consumer")
WOODLEIGH HEIGHTS RESORT DEVELOPMENT PTY. LTD. of 68 Piper
 Street Kyneton owner or occupier of ALL THAT piece of land
 being part of Crown Portions 38 and 41 Parish of Karlsruhe
 County of Dalhousie and being the whole of the land
 described in Cluster Plan of Subdivision No. 1134 lodged in
 the Titles Office (hereinafter called "the Consumer") which
 admits shall include its

At the time of fabricating his paragraphs 18 and 166 Osborn was also well aware that the recitals to the agreement were fraudulently set out in this manner so as to corruptly purport to comply with s.307AA(2) of the Water Act 1958 which provided that the Board could enter into agreements with "the owner" of lands and the fact exceedingly well known to the Water Board and WHRD and to Osborn was that WHRD was not the owner or occupier of my land and never could be the owner or occupier of the common property which included the water supply and reticulation system.

(2) An Authority may enter into an agreement with the owner of any land providing for the supply of water to such land and the construction or installation of such works as may be specified in the agreement to serve the land concerned either alone or together with other lands.

At the time of fabricating his paragraph 18 Osborn was also thoroughly aware that WHRD was NOT "**the subdivider**" with the appurtenant connotations intended by him. Osborn was thoroughly aware that a Kenneth Raymond Buchanan ("Buchanan") was the subdivider and the cluster plans were sealed by the Council in 1979 and cluster subdivision No CS1134 was registered by the Registrar of Titles on 9th August 1979 and WHRD was not even thought of let alone incorporated until March 1981 when it was incorporated as Twelfth Monelux P/L under the old Victorian Code. In other words Osborn knew well that WHRD did not even exist when cluster subdivision CS1134 was developed/subdivided and WHRD was not and could not be construed as developer/subdivider of CS1134 with the connotations corruptly intended by Osborn.

Part copy of certificate for 12th Monelux P/L change of name to WHRD.

which was on the 10th March 1981 incorporated
 under the Companies Act 1961 as a proprietary company. on the
 2nd April 1981 changed its name to
 WOODLEIGH HEIGHTS RESORT DEVELOPMENTS PTY. LTD.

At the time of fabricating his paragraph 18 and 166 Osborn was thoroughly aware that there was NOT "*a dispute .. as to the withholding of reticulated water supply ... by the subdivider*". Osborn was well aware that the Water Board, not WHRD, had corruptly relied on the fraudulent water supply agreement, to fraudulently represent to the effect that WHRD owned and controlled the water supply and reticulation system within the cluster subdivision and which the Water Board and Osborn knew well was

common property inviolately owned and controlled by the Body Corporate. An example of such exceedingly fraudulent representation, well known to Osborn, was set out in the Water Board's letter of 7th May 1985, which said;

Water has been supplied to Woodleigh Heights Resort Development Pty. Ltd. as an outside of the water area agreement on the basis that all costs for construction of the mains were paid for by that company.

The Board therefore has no mechanism by which the allotments referred to may be supplied with water except with the agreement of Woodleigh Heights Resort Development Pty. Ltd.

You will be aware that a Shire permit to build with C.A. 41 will not be issued unless the blocks are supplied with water.

By this fraudulent misrepresentation the Water Board concealed that a reticulated water supply was a precondition to subdivision and fraudulently represented that it was a precondition to Building Permits.

Osborn was well aware that that the representations of the Water Board to the effect that the private company WHRD controlled access to the water supply and reticulation system within cluster subdivision CS1134 were maliciously fraudulent misrepresentations and even if WHRD had paid for construction of the mains the simple facts known to the Water Board and to Osborn were that s307AA(8) of the Water Act provided that any mains constructed on public lands pursuant to a (lawful) agreement were deemed to have been constructed by the Water Board and were vested in the Board. Osborn also knew that any reticulation system, howsoever constructed, within the common property of CS1134 was common property and inviolately owned by the Body Corporate and could not be controlled by WHRD at all.

Osborn was also fully aware that in reliance upon what the Council and he knew to be the fraudulent misrepresentations of the Water Board the Council fraudulently represented that Building Permits were not available to my land except with access to the water which for the reasons set out below the Council knew full well to be fraudulently supplied in accord with a conspiracy between the Council, the Water Board, WHRD and the thoroughly corrupt solicitor Graeme Bolton who was solicitor to all three and who had drawn the Water Supply Agreement. I have described that conspiracy above.

Relying on the fraudulent representations of the Water Board the Council said;

I wish to advise that the Council has considered your letter of the 29th November, 1984 and resolved that in accord with previous planning approvals the issue of building permits is to remain conditional upon the development being serviced by reticulated water and sewerage.

By this fraudulent representation the Council also carefully concealed the fact that a reticulated water supply was a condition of subdivision and fraudulently represented that a reticulated water supply was and had been a precondition to the issue of Building Permits when the fact well known to the Council and Water Board and Councillors and Board Members was that there was no such precondition.

Osborn's fraudulent misrepresentations were to the identical effect as those of the Council and Water Board. Osborn well understood the fraud and carefully and maliciously tailored his fabrications to fit.

(significantly each and every Councillor and Water Board member and their respective executive officers were intimately aware of the fact of and the facts of the heinous and morally and democratically repugnant fraud being perpetrated by them, more on that and the notion of "council solidarity" below).

The **Seventh part of the fraud was that Osborn** grievously and heinously explained, dismissed, validated the purpose and effect of the fraud described by Max McDonald and which purpose and effect was that water was not available to my land. Osborn fraudulently validated this effect by representing to the effect that the 1982 water supply and reticulation system simply and innocently did not extend to my land and was by implication legitimately and innocently, simply not available to my land. The last 4 lines of Osborn's paragraph 147 say;

subdivision. Further, as that pleading also made clear and 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.

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The First Part of Osborn's fraud. Garde and Osborn heinously communicated with one another and conspired with one another during an adjournment in the hearing on 1st November 2006.

The hearing before Osborn consisted of two distinct stages; (a) before I had made my allegations as to the conduct of Garde and the other lawyers who appeared before Master Efthim, and (b) subsequent to my making those allegations. I made my allegations in substantial written submissions to Osborn.

As discussed further below, before I made my allegations as to the conduct of Garde the fabricated submissions of Delany and Garde before Master Efthim and before Osborn in respect of CS1134 were designed and intended to obfuscate and confuse and relied upon confusing and obfuscating the fact that there were two distinct water supplies. Paragraph 95 of Jim Delany's Outline of Submissions specifically asserts that my knowledge of the 1982 water was knowledge of "THE" reticulated water supply and having been so thoroughly deceived Master Efthim found accordingly.

Osborn adjourned to read my written submissions. A very long adjournment ensued during which time Garde was nowhere to be seen.

Upon resumption; From his demeanour Osborn was palpably apoplectically enraged towards me.

Upon Garde being called after resumption of the hearing an incredible choreographed performance occurred; within 10 seconds of Garde being called he said;

*"... .. -there are two of course, types of water supply that are under discussion in this pleading." (my emphasis) There is the water supply that was provided on the land, which was of course **non-obtainable water – non-drinkable water**, and then there was the prospect of water becoming available from the Kyneton Shire Water Works trust "*

Osborn then interrupted Garde, who didn't know / couldn't recollect the correct word for what he was supposed to be saying.

Osborn said;

*" Does **that submission** make clear what the character of this system was in terms of **your distinction between non-potable and potable**?"*

Whereas the fact was that Garde had not so much as intimated he was going to make such a distinction, particularly when he didn't even know the correct words for the distinction. The only thing Garde had done was mention non-obtainable water and that there was a prospect of water from the trust and there was no indication as to where he was going from there.

Garde then dutifully waffled for 15 transcript pages at \$20.00 a minute by reading the 1995 amended further Statement of Claim and opportunistically interspersing his reading with regular mentions of not drinkable, not fit for human consumption and assorted variations thereof where no such mention existed in the documents read.

Significantly Garde's sudden epiphany that there was two distinct water supplies gave the lie to his submissions before Master Eftim and before Osborn himself before the adjournment.

During this period Osborn regularly interrupted with what I then thought to be nonsense but was obviously purposeful and leading somewhere and that somewhere was what I now know to be the essentials to Osborn's scheme, for example towards the bottom of page 200 of the transcript Garde said that "***in 1979 the only reticulated water supply was not fit for human consumption***"; Garde said;

*" In 1979 the only relevant articulated water supply was that which was **not fit for human consumption**, and as to that, taking it in that context, the position is very clear in our submission, from - - - " (note "articulated" is in the transcript, I am sure however that Garde did say "reticulated")*

Then Osborn interrupted and said;

HIS HONOUR: **They knew exactly what the position was.**

To which Garde agreed and said;

Very precisely, and that's concisely pleaded.

But the question is; exactly what position was Osborn referring to and Garde agreeing to? Nothing can be concluded as to what "position" Garde was about to describe from the point where Garde was interrupted (at the " - - - " in the transcript) It can only be the nonsense notion of the non-potable water which was only relevant to Osborn's proposed fraudulent reasons which were already well formulated and the formulae was known to Garde.

During this time there was a period when Garde read from the Water Supply Agreement and from the Statement of Claim in my 1995 proceeding and on each and every occurrence of WHRD he substituted WHRD with the term "the development company"

At page 193 of the transcript of 1st November 2006 Garde firstly mentioned that the 1982 supply was the first supply fit for human consumption and in the same breath he said that the **development company** controlled who had access to that water. Garde then read from the 1982 Water Supply

Agreement and on each occasion there was a reference to WHRD Garde substituted the words "**the development company**"; Garde said;

1. That the water supplied pursuant to the agreement was the first supply of water suitable for domestic purposes.
2. That the supply Agreement was with **the development company**
3. That as a consequence it was up to the **development company** as to whether or not other lot owners gained access to that water.
4. That the Water Supply Agreement defines the consumer as being the **development company**
5. That the **development company** had the obligation of looking after the pipes and fittings.

The point being that pursuant to the unlawful Water Supply Agreement WHRD had the obligation to install and maintain the internal water supply and reticulation system which was common property.

If one reads that Water Supply Agreement with the knowledge and notion that WHRD is merely a private company which like myself merely owned a few allotments within CS1134 then the terms of the Water Supply Agreement are simply preposterous and the Water Supply Agreement is manifestly unlawful because it could not and did not deliver control of the common property to WHRD.

If, on the other hand, one reads the Water Supply Agreement with the notion that WHRD is the subdivider / developer of CS1134 with reasonably appurtenant lawful legitimate responsibility and duty to install the reticulation system and perhaps have at least initial responsibility to maintain the reticulation system then on the face of it the Water Supply Agreement is lawful

At all times Osborn and Garde were well aware that WHRD was NOT the developer / subdivider but was instead merely an owner of allotments with identical rights as myself.

As I will demonstrate below It was the notion of "subdivider" which also deceived the Tribunal in 1988 and the Ministerial inquiry during the period 1985 to 1989.

After Garde had waffled long enough for Osborn's purposes Osborn suddenly shut the shop while I waited in line to exercise my right to respond to this new nonsense. Osborn said;

"Thank you. In this matter I propose to reserve my decision and we'll adjourn sine die."

Well, this guardian of justice, democracy and impartiality had closed the shop without allowing me a response to this new material and I knew that these two chums were up to something and I needed to put my twopence worth in so I stood up and the following exchange took place;

MR THOMPSON: Your Honour, may I address one issue just raised by Mr Garde? He raised the issue of potable water. It's simply irrelevant. **The question was simply with regard to a reticulated water supply potable or not. It has zero to do with potable or not**

HIS HONOUR: **Well, I don't accept that, Mr Thompson.**

MR THOMPSON: and the relevant material is found at J24 where the Shire of Kyneton sets out in respect to a question specifically related to whether tank or bore or septic sewerage would be available. The council simply says it's conditional upon reticulated water. **Zero to do with potable. That's simply obfuscation, sir.**

HIS HONOUR: That's precisely what Mr Garde put to me and I understand it. **In compliance with – the permit had nothing to do with potable water.** Having said that we'll adjourn sine die.

"~~His Honour~~" so called Justice Osborn, this bewigged imposter, had hoisted his colours, he had made his determination, denied me my right to respond and closed the shop and all transparent pretence at impartiality and justice was over and all that was left was to fabricate reasons, but I knew that well before this petulant little display. It was now GT versus the Court and Osborn and the Court were well and truly with the corrupt friends of the Court. Sir Gerrard Brennan's fine notions were out the window.

The last statement from Osborn, on the very last line of the transcript, is most notable, Garde did not put or say anything which could be construed as **"In compliance with – the permit had nothing to do with potable water"**; Osborn alone had earlier made that point when at lines 26 to 28 of page 201 of the transcript of 1st November 2006 Osborn said;

"And they knew that what was supplied pursuant to the agreement was not supplied in fact in performance of the 1979 requirement" (where "requirement" is manifestly a reference to the planning permit)

Osborn then founded his entire farrago of fraudulent misrepresentations and fabrications on these three things which were first raised during this choreographed performance, namely, potable vis-à-vis non-potable, that WHRD was subdivider/developer and that potable water was NOT a condition of the Planning Permit, each of which was in truth utterly irrelevant to the applications for summary dismissal which were before him and had not been even obtusely raised prior to this choreographed charade in the dying moments of the hearing. **Each of these three things formed the basis of Osborn's fraud and these things were either utterly false or entirely irrelevant.** They were cooperatively raised for fraud.

Osborn's petulantly expressed assertion which he vomited at me at the very last line of the transcript is found at the very first maliciously expressed, substantive paragraph of his reasons in respect of CS1134.

In his Reasons Osborn first fabricated a so called factual background and then purported to describe aspects of my 1995 proceeding and then at his very first substantive paragraph, paragraph 69, he theatrically said exactly to the effect of the last line of the transcript and which was entirely introduced by him during the charade. As discussed above, at his paragraph 69 Osborn said;

69 **It is thus abundantly clear that as at this date the plaintiffs understood that the reticulated water supply contemplated by the permit application was not a supply of potable water from the Water Board.**

Before that Osborn purported to set out the factual background to Woodleigh Heights, at his paragraph 17 he referred to my purchase and then at his paragraph 18 Osborn deceptively said that there was a dispute as to the withholding of water from my land by the subdivider where "subdivider" is an unequivocal reference by Osborn to WHRD and has the identical meaning as "development company" as purposefully enunciated by Garde during the charade. Osborn's paragraphs 17 and 18 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.

As I will demonstrate below this notion of subdivider/developer, entitled to control the reticulation system was the exact same notion as had in part deceived the Tribunal in 1988 and also wholly deceived the ministerial inquiry during the period 1985 to 1989.

Garde and Osborn either met or communicated by phone during the adjournment and either formulated a scheme or communicated a scheme one to the other. They then engaged in a charade to get the required notions in the transcript so as to provide the semblance of a legitimate basis for their jointly predetermined scheme subsequently published as Osborn's Reasons.

During the first phase of the hearing before I had made my allegations against Garde and during discussion with me the matter of the Planning Permit arose and at that time Osborn expressed the legal point well known to him and me that construction of the Planning Permit was not in issue before him and any question as to the construction of the Planning Permit would be a triable issue which would not be resolved before or by him at this summary dismissal hearing. At page 109 of the transcript the following little exchange occurred;

HIS HONOUR: Yes, and it depends on construction of the planning permit as to whether that's right, but that's not the sort of question that would be resolved at this stage.

MR THOMPSON: No, that's quite right, and I understand that.

As detailed above Osborn then went on to fraudulently fabricate his reasons where the fraud is substantially founded on his fraudulent rendition of the Planning Permit which in his own words was not at issue before him and if disputed would be a triable issue.

As discussed above the issue of the planning permit was raised by Osborn alone and he petulantly declared his prejudgment on the last line of the transcript and that exact point appeared at his first substantive paragraph, paragraph 69, as detailed above.

Damn bewigged degenerate little fraudster.

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The Eighth part of Osborn's fraud. Osborn's fraudulent conclusions.

102 In relation to the Woodleigh land, I have come to the conclusion that:

- (b) the fundamental contentions of the plaintiffs with respect to the nature of requirement for reticulated water supply at the date of the cluster subdivision and non compliance with such requirement should be rejected;

Osborn's rejection of what he said to be my fundamental contention came from his fraudulent fabrications in respect of the Planning Permit. According to Osborn's fraudulent fabrications the private

reticulated water supply was not a condition of subdivision and the permit did not require provision of a potable supply from the Water Board or at all. At his paragraphs 163(a) and (c) Osborn said;

- (a) The permit did not require provision of a reticulated potable water supply by the Water Board or at all;
- (c) The permit did not require completion of the reticulated non-potable water supply as a condition of subdivision;

As discussed above Osborn fraudulently represented that my 1995 gravamen related to the 1982 supply from the water board and at his paragraphs 21, 97(b) and 102 Osborn respectively asserted that my new gravamen related to "necessary water supply", "a" reticulated water supply and undefined "reticulated water supply"

Osborn's paragraph 102 was a finding against me and was a finding based on his fraudulent rendition of the Planning Permit.

Then at his paragraphs 164 Osborn asserts that he is satisfied that my new case (gravamen) is premised in a series of misconceptions. This can only mean misconceptions as to the Planning Permit as well and truly fraudulently fabricated by Osborn.

Osborn then asserts that there is no evidence of new facts. This is also premised on his fraudulent rendition of the Planning Permit which rendered the private reticulated water supply irrelevant and further premised on his fabrications that my new gravamen related to the 1982 supply. There certainly was nothing new in respect to that supply, WHRD, the Council, the Water Board, Greg Garde, and Osborn had all consistently and maliciously and serially fraudulently misrepresented it since 1984.

Alleged Discovery of New Facts Relating to the Woodleigh Land

- 164 Not only am I satisfied that the plaintiffs' case with respect to the Woodleigh land is premised on a series of misconceptions. I am also satisfied that the plaintiffs have produced no evidence of facts not known prior to the settlement of the Woodleigh Supreme Court proceeding.

Then at his paragraphs 165 and 166 Osborn demonstrates that there was no evidence of new facts by demonstrating my previous knowledge of the (unlawful) water supply from the water board and my knowledge of the 1982 (unlawful) Water Supply Agreement.

- 165 That this is so is demonstrated by the amended statement of claim in the Woodleigh Supreme Court proceeding which I have analysed above at [63] and which adverted to the fact of a water agreement between WHRD and the Water Board. The relevant amended statement of claim was dated 17 March 1999. The present proceeding was not instituted until 31 May 2005.

166 Further, the agreement between the Water Board and WHRE: "for the supply of water to the whole of the Woodleigh Heights subdivision" dated 1 January 1982 was discovered on 15 April 1998 by the Water Board in the Woodleigh Heights Supreme Court proceeding. Clauses 1 and 2 of the agreement are in the following terms:

Then at his paragraph 169 Osborn purported to rely on a letter written by me to the Council and Water Board in 1987. He used it to represent that I was aware of "A" "potable" water supply.

That letter referred to the 1982 water supply and Water Supply Agreement and extensively set out the facts of the fraud described by Max McDonald and set out the unlawful nature of the agreement.

Osborn transcribed paragraphs 30 and 33 from my 1987 letter plus three other innocuous paragraphs.

Osborn's Paragraph 169 says; (Osborn also provides verisimilitude to Master Efthim's Reasons)

169 The plaintiffs' prior knowledge of the fact of construction of a potable water supply pursuant to the agreement is also demonstrated by the plaintiffs' August 1987 letter to the Council. The relevant parts of this letter are summarised by Master Efthim at paragraph [60]:

30. Kyneton Water Board did subsequently enter into a water supply agreement between itself and Woodleigh Heights Resort Developments Pty Ltd for the supply of water to the whole of the Woodleigh Heights Subdivision.

33. Subsequent to the making of the above agreement trenches were dug and pipes laid along a considerable length of Edgecombe Road in order to facilitate the supply of water to the Woodleigh Heights Subdivision.

Osborn then said;

170 The August 1987 letter and the 1982 water reticulation agreement demonstrate that the firstnamed plaintiff was aware from at least August 1987 that a reticulated potable water supply was in fact provided for in 1982.

Osborn then proceeded to summarise his reasons for finding against me;

181 In summary:

- (a) The plaintiffs' claim is premised upon a misconception that the planning permit required water supply to be provided as a pre-condition to subdivision;

Manifestly reason (a) is founded on Osborn's fraudulent rendition of the Planning Permit

- (b) Insofar as it did require provision of water supply, such supply was of reticulated non-potable water plus rainwater tanks to houses;

Reason (b) is premised on Osborn's fraudulent rendition of the Planning Permit and upon the entirely irrelevant notion of potable versus non-potable as introduced in conspiracy with Garde. He was thoroughly aware that the "reticulated non-potable water plus rainwater tanks to houses" were mandated by condition 8 of the Planning Permit and operation of the Shire of Kyneton Interim Development Order.

- (c) There is no evidence as to whether such non-potable supply was reticulated prior to the provision in 1982 of a reticulated potable water supply to the subdivision by the Water Board from the adjacent roadway;

Reason (c) is premised on Osborn's fraudulent rendition of the Planning Permit and upon the entirely irrelevant notion of potable versus non-potable as introduced in conspiracy with Garde and upon his fraudulent representation that the 1982 supply was a "supply to the subdivision" as distinct from WHRD.

- (d) The plaintiffs were aware in 1987 of the fact of such potable water supply by the Water Board;

Reason (d) is premised on Osborn's fraudulent representations that the 1982 supply was lawful and was to the subdivision and upon his fraudulent representation that the private reticulated water supply was NOT a condition of subdivision.

- (e) There is no evidence the defendants concealed relevant facts;

According to Osborn the potable water supply from the Water Board is the relevant water supply and that was founded on Osborn's fraudulent rendition of the Planning Permit and on the notion of potable versus non-potable as introduced in conspiracy with Garde. There is nothing new in respect of that Water Supply, an endless chain of corrupt fraudsters continue to misrepresent all of the facts of and surrounding it. Garde was fraudulently representing it in 1988 and continues to do so.

- (f) There is no evidence of new facts on the basis of which the plaintiffs could seek to avoid the limitations defence;

Based on the foregoing.

- (g) The plaintiffs' claim is barred in any event by the terms of the release given to the defendants in settlement of the Woodleigh Supreme Court claim;

Osborn fraudulently misrepresented the gravamen of the 1995 proceeding so on Osborn's fraud the release relates to Osborn's fraudulent misrepresentations as to that 1995 gravamen

Finally on this aspect, as set out above, at his paragraph 169 Osborn relied on my 1987 letter to demonstrate my awareness of the supply from the Water Board. To the exclusion of intervening paragraphs Osborn transcribed paragraphs 30 and 33 from my letter plus three other innocuous paragraphs. I now repeat Osborn's transcription of my paragraphs 30 and 33 in the true context of my 1987 letter. (the original letter was printed with a 1978 Paper Tiger dot matrix printer.)

30. Kyneton Water Board did subsequently enter into a water supply agreement between itself and Woodleigh Heights Resort Developments Pty Ltd for the supply of water to the whole of the Woodleigh Heights Subdivision.

31. The agreement referred to in p30 is improper as it is between a private developer and the Water Board and totally abrogates the rights of the body corporate of the subdivision and the other owners of property within the subdivision.

32. The agreement referred to in p30 is unlawfull as it provides for the supply of water to crown portion 41 and at the time of making the agreement crown portion 41 was entirely outside the waterworks district of the Kyneton Water Board and the agreement therefore required the approval of the Governor in Council and this approval was neither sought nor obtained.

33. Subsequent to the making of the above agreement trenches were dug and pipes laid along a considerable length of Edgecombe Road in order to facilitate the supply of water to the Woodleigh Heights Subdivision.

34. The laying of these pipes was unlawfull for three reasons. Firstly because they were laid pursuant to an unlawfull agreement and Secondly because the approval of the Minister as required by subsection 307AA(5) of the Water Act was neither sought nor obtained and Thirdly there was no lawfull authority to enter upon the relevant lands to carry out the works as the approval of the Governor in Council as provided in section 307(1) was neither sought nor obtained as it must be for any such works which are not within either an urban or rural district.

The fact is that my 1987 letter did not disclose knowledge of a water supply at all, it disclosed and demonstrated that the supposed water supply was unlawful and did not constitute a water supply at all.

Little wonder Osborn omitted to transcribe my paragraphs 31, 32 and 34, they disclosed that his "potable" supply was not the legitimate supply and WHRD had grabbed the common property to itself.

Damn degenerate little fraudster.

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Deceiving the Tribunal and The Ministerial Inquiry -- The Notion of Subdivider.

I am now going to turn the tables well and truly on Osborn, far from protecting his friend Osborn has in fact opened my eyes and perceptions to most serious conduct which had previously avoided me.

I deal with Garde's gross misconduct before the Tribunal further below.

At the time of making my allegations against Garde before Osborn and until the last few days the only relevant thing which I was aware of in respect to the 1988 conduct of Garde and the solicitor for the Council and Water Authority, Ian Lonie of Maddock Lonie and Chisholm (now Maddocks), was that Garde had made fraudulently represented that the Water Supply Agreement was lawful and enforceable and that Lonie had equally corruptly made corroborating submissions.

As fully detailed further below; In 1988 while acting for WHRD and while in intimate knowledge of the fraud described by Max McDonald and knowing full well that the Water Supply Agreement was unlawful and used for fraudulent purpose the then Lieutenant Colonel Greg Garde fraudulently and corruptly misled the Administrative Appeals Tribunal when he represented that the Water Supply Agreement was lawful and enforceable and provided supply to "the estate" and he thereby maliciously perpetuated the fraud against me and which fraud was well known to him.

(Garde's client, WHRD, was the applicant) In his written and signed report Garde said;

4.0 THE APPLICANT HAS THE BENEFIT OF ENFORCEABLE LEGAL AGREEMENTS WITH THE WATERWORKS TRUST FOR THE PROVISION OF WATER, AND THE SEWERAGE AUTHORITY FOR THE PROVISION OF SEWERAGE

Osborn's fraud opened my eyes as follows;

In 1988 and at all times until the last few days I was absolutely dumbfounded when it appeared to me that the Tribunal had completely inexplicably flown in the face of the facts before it and in the face of my submissions to the contrary and had specifically held/treated the Water Supply Agreement to be lawful and specifically asserted that (the private company) WHRD did control the water supply and reticulation system which the Tribunal knew well to be common property in a cluster subdivision.

Similarly I was absolutely dumbfounded and agog at the spectacle of the fact that the Ministerial Inquiry instituted as a result of Max McDonald's description to Parliament and which inquiry sporadically continued from 1985 to 1989 and found nothing wrong. I was particularly exasperated by the inexplicable and astounding fact that the Minister and his department appeared incapable of distinguishing between WHRD and the Body Corporate of CS1134 and that the Minister and his department referred to them interchangeably.

In that inquiry the Minister for Water, The Honourable Andrew McCutcheon, and his department, at least in part, relied on written information provided by the self same Ian Lonie who in 1988 had corruptly corroborated Garde's false submissions to the Tribunal at the same time that he was providing information to the Minister.

To me the failure of the Minister and his department to find fault was absolutely inexplicably and in the face of the exceedingly simple facts and circumstances described by Max McDonald. To me these things

were so morally repugnant and so obviously wrong that the Minister and his Department's failure to recognise and understand that WHRD was not the Body Corporate and could not control the water supply and reticulation system was so frustrating and inexplicable that it caused me great concern and distress and loss and until now I considered them to be incomprehensibly negligent and incompetent.

While writing the first drafts of this document, quite out of the blue, it suddenly occurred to me that it was possible that the Tribunal and the Minister and his Department had been deceived in the exact same sense as Osborn was seeking to deceive the people of Victoria and Australia in his published Reasons, namely that WHRD was "the subdivider" with appurtenant connotations, and if this was so then the inexplicable would become understandable.

In the context of Osborn's fraud I recognised Osborn's flagrantly false representation that WHRD was "the subdivider" as an attempt to fraudulently represent WHRD to be the entity legitimately and credibly responsible for the provision of infrastructure including water supply and reticulation system within CS1134 so that an uninformed reader of Osborn's Reasons would perceive the Water Supply Agreement and WHRD's control of the water supply and reticulation system as legitimate.

Until now it simply did not occur to me that the Tribunal and/or the Minister and his Department could or would hold/believe/understand/entertain the incredible notion put forward by Osborn (and Garde) that WHRD was the developer/subdivider of CS1134 legitimately and credibly entitled to bring water to CS1134 and legitimately and credibly entitled to at least initially control the reticulation system. Prompted by Osborn's fraud I looked back with this notion of "credibly entitled" in mind.

In 1988, at the Tribunal hearing, at page 5 of his Report on behalf of the Council and Water Board, in full knowledge that WHRD was not even incorporated until 1981, Ian Lonie purposely and corruptly said that Woodleigh Heights had developed CS1134 during the late 1970's and early 1980's, at that time Lonie intended and knew full well that the Tribunal would understand the term "Woodleigh Heights" to be WHRD; Lonie said;

lots. The cluster subdivision has been developed by
Woodleigh Heights as a timeshare resort in the late 1970's
and early 1980's. The estate is situated in a rural area

At page 7 Lonie built upon his page 5 misrepresentations and said;

Since 1978 there have been a series of permits issued
on the basis of the development and use of the land for
holiday/recreational purposes and as a timeshare resort.
At no stage has the Council considered the development
of the subject land as a conventional residential sub-
division with permanent occupiers.

Then, by implication, Lonie represented that the developer, WHRD, entered into a legitimate agreement

By an agreement on the 1st January 1982 the then Shire of Kyneton Waterworks Trust (the Waterworks Trust) entered into an agreement with Woodleigh Heights under which it was provided that the Waterworks Trust -

and that the Water Supply Agreement provided that WHRD was responsible for reticulation pipes.

Under Clause 2 of the agreement it was provided that Woodleigh Heights would provide and install all pipes and fittings which may be necessary for obtaining such supply from the Trust's pipeline at the corner of Edgecombe Road and Dettman's Lane.

In addition the report to the Tribunal by the Board's water engineers, Garlick and Stewart, and which report was introduced and relied upon by Lonie exactly corroborated Lonie's report and that Woodleigh Heights (WHRD) constructed the private supply between 1979 and 1981, Garlick and Stewart said;

HISTORY OF SUPPLY TO WOODLEIGH HEIGHTS

Water

1. Initially Woodleigh Heights constructed the earthen dam between 1979 and 1981, installed tanks and internal reticulation system for their own water supply scheme.

The report by Garlick and Stewart then said that in March 1981 the developer, (WHRD), requested a supply from the Water Board (waterworks trust as it then was) and the decision of the Board was to supply the Body Corporate.

The express and overt misrepresentation was to the effect that the agreement with WHRD was in fact for a supply to the Body Corporate with WHRD, as developer, acting to facilitate that supply.

2. In March 1981 the developer requested supply from the then Shire of Kyneton Waterworks Trust. A copy of the letter setting out this request is attached.

The request included the following details.

1. the development was for the construction of luxury holiday flats creating a tourist industry for Kyneton.
2. Supply of town water by one of the two methods.
 - (i) As it is a cluster, that the Body Corporate purchase from the Water Trust 1,000,000 gallons (4,540 kilolitres) of water annually and operate the internal water supply network themselves; or
 - (ii) That the Trust operate and maintain the service.

The decision was made to operate the systems as per alternative (i).

(I am in a position to demonstrate that the author of that report from Garlick and Stewart knew well that his report was misleading, deceptive and false and that on the face of it the author of that report makes reports to order so to speak but Garlick and Stewart are not the issue here, in summary however in a manifestly made to order report dated 20th Feb 1985 and containing manifest fabrications the same author said that internal reticulation was the property and responsibility of Woodleigh Heights Resort Developments Pty Ltd and that author, a water engineer, recommended that water not be provided to my land because it was not owned by WHRD. That fabricated report was obtained for the purpose of the fraud and was purposefully transcribed into Board Minutes of 6th March 1985.)

At the time of making these representations Lonie was absolutely aware that nothing, and particularly not a fraudulent and unlawful Water Supply Agreement, could make or render WHRD responsible for either water supply or reticulation within CS1134. Lonie was intimately aware of the fraud described by Max McDonald and all of the implications of that fraud.

These representations by Lonie were not careless or mistaken representations, Lonie was engaged by the Water Board for the specific purpose of addressing and responding to the matters raised by Max McDonald and for that purpose Ian Lonie attended at the Water Board's meeting of 10th April 1986 and from at least that date Lonie had a duty to be fully aware of the facts and the issues giving rise to Max McDonald's allegations.

In addition I had provided Garde and Lonie advance copies of my written submission to the Tribunal and which submission raised the identical issues as raised by Max McDonald and made the specific assertion that WHRD had wrongly usurped control of the common property water supply and reticulation system.

Lonie's and Garde's Report to the Tribunal were formulated to address/refute my submission. Garde's report corroborated false aspects of Lonie's Report. (I attend to Garde's conduct further below)

Relying on Lonie's flagrant and in the circumstances malicious, misrepresentations the Tribunal understood exactly as corruptly represented and intended by Ian Lonie and corroborated by Garde. From those fraudulent misrepresentations the Tribunal understood WHRD to be the developer / subdivider legitimately and credibly responsible for infrastructure including water and reticulation. In its Reasons the Tribunal said that WHRD had been involved with the land since 1976, five years before WHRD was incorporated.

This matter has the following relevant history.

- 1 Woodleigh Heights Resort Developments Pty Ltd is a company which at all material time has been engaged in the provision of Time Share accommodation.
- 2 By a series of subdivisions and resubdivisions, the first taking place in 1976 and the final one taking place pursuant to a permit granted on 21 November, 1980, Woodleigh Heights Resort Developments Pty Ltd subdivided fifty hectares of land into 134 cluster allotments having an average lot size of 0.27 hectare.

the two Engineers. The existing Time Share development is supplied by water and sewerage facilities provided by the Kyneton Water Board pursuant to agreements between the Appellant/Applicant and that Board. It is unnecessary to go into the history of these agreements. In brief, the Kyneton Water Board operates and maintains the water main along Edgcombe Road to Melville Drive while the internal reticulation system is the responsibility of the developer. However, the development has not reached the

Having established and realised that with the corroboration of and the silent cooperation of Garde Lonie had fraudulently misled the Tribunal to believe exactly as belatedly fraudulently represented by Osborn and exactly as Garde had said during the choreographed display on 1st November 2006. I then looked at the Ministerial Inquiry initiated from Max McDonald's allegations. I had a few documents which were provided to me by Max McDonald when he retired with the comment that the Government's failure to get to the bottom was the greatest disappointment in his political career and that he was convinced someone was on the take.

The extract which I have reproduced below is from the handwritten notes dated 4th June 1987 of an F Kennedy of the "WISD" branch of Water Victoria, 590 Orrong Rd Armadale, Vic.

Board's attitude - The Kyneton Water Board originally entered into an agreement with the developer to service the property (water supply and sewerage) on a similar basis to that for an industry - that is a single supply ^{etc.} is provided to the whole property in accordance with an agreement with the Board. Internal water reticulation is the responsibility of the developer. A balancing storage is provided by the developer, as specified in the agreement.

Exceedingly interesting is that either the writer or a subsequent department or Ministerial reader underlined and further emphasised the words "developer" and "whole property" and also underlined the words "balancing storage is provided by the developer" -- Substituting the word "developer" with the contextually equivalent word "subdivider" the fact is that the precise, word for word, fraudulent representations authored by Osborn were also emphasised in these notes.

In the context of the handwritten notes the words "the developer" are an unequivocal reference to WHRD and exceedingly significant is the assertion that "balancing storage is provided by the developer".

The significance is that while the things set out in the handwritten notes are said to be (the) "Board's Attitude" the fact is that these things were not the Board's attitude at all. Each and every member and Officer of the Board (and the Council), from their abundant records and collective personal knowledge, was completely and absolutely aware that WHRD was NOT the developer and the so called balancing storage, namely two 50,000 gallon concrete tanks, were present on land designated as common property when the cluster subdivision was registered on 9th August 1979 and each and every member of the Board and Council and their respective officers were each thoroughly aware that WHRD did not exist prior to March 1981 and they knew this, if for no other Reason than there is zero, zip, zilch reference to or knowledge of or recollection of WHRD prior to that date. All of their abundant respective

records and collective personal knowledge set out the fact well and truly known to them that the individual, Kenneth Raymond Buchanan was "the developer" and it was he who had provided that balancing storage prior to 9th August 1979 and that storage along with the reticulation was on clearly defined and designated common property which WHRD did not and could not have developed or own or occupy. The Council and Water Board and each member, councillor and officer were thoroughly aware that WHRD had merely purchased a few allotments in late 1981 and was possessed of identical status as me. Both WHRD and I were merely owners of allotments purchased from Buchanan.

The greater probability is that the "attitude" recorded by F Kennedy is in fact the "legally" or more correctly "corruptly" - "coached" attitude of the Board rather than a genuinely or mistakenly held attitude and the great probability is that Lonie coached the Water Board and its officers in that attitude.

So the fact is:- From the fraudulent submissions of Lonie the Victorian Administrative Appeals Tribunal understood exactly as subsequently fraudulently represented by Osborn, namely that WHRD was the developer/subdivider who was legitimately responsible for water supply and reticulation within CS1134 pursuant to a Water Supply Agreement which each held/treated/represented as lawful and proper.

On the face of it the officers responsible for the ministerial inquiry were led to hold the same belief and the Minister referred to WHRD and the Body Corporate interchangeable and did nothing.

Garde was the nexus between the deception of the Tribunal and Osborn's use of this little gem of deceit. Garde raised this gem during the choreographed display after the adjournment on 1st November 2006. when he also raised "non-obtainable water" before being prompted by Osborn as to the correct word. Osborn of course raised the issue of the Planning Permit all by himself.

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PTO.

Corruptly fabricated Authenticated Orders of the Supreme Court of Victoria. Prelude

Fraudster Osborn handed down his fabricated Reasons on 29th November 2006 but made no Orders.

On 7th December at a costs hearing I made written assertions as distinct from submissions. In those written assertions I told Osborn to his face;

- 1) On 29th November 2006 your Honour delivered Judgement in the appeal in this matter. Judgement was against the Plaintiffs.
- 2) As a matter of demonstrable fact your substantive reasons for Judgement are manifestly wrong and without any basis in fact or reason.

In those assertions I made a number of similar and stronger allegations, for example and most pertinently at my paragraph 40 I told him to his face;

- 40) From these documents it is clear, as stated by me at the hearing, potable water is simply irrelevant. There is no possible basis for a belief by your Honour or Major General Garde that anything other than a reticulated water supply, potable or not, was a prerequisite to subdivision. Potable water is simply not relevant. As a consequence each of paragraphs 69, 147, 152, 153, 155, 163(a), 163(c), 163(d), 163(e), 167, 168, 168(a), 169, 170, 174, 178, 181(b), 181(c), 181(d) of your Honours Judgement and each and every footnote which relies upon or refers to "potable" is either or all of wrong, misleading, and irrelevant.

In no uncertain manner I effectively told Osborn to his face he was a fraudster, I appended a copy of the 1988 Report by Ian Lonie to the Administrative Appeals Tribunal. Osborn then made Orders on 7/12/06.

I appealed and as detailed below crooked little Osborn panicked and fabricated Authenticated Order documents the purpose of which was to fraudulently and corruptly render my appeal invalidly filed.

Osborn fraudulently represented that he has made the Orders on 29th November.

The style of the foregoing fraud and the style of the fabricated "Authenticated Order" documents are identical. Osborn is a heinously corrupt fraudster. Osborn's modus operandi is all over the fraudulently fabricated Authenticated Order documents.

As demonstrated above Osborn used the available verbiage to the extent possible and then fraudulently rearranged it and additionally made outright fraudulent misrepresentations and fabrications. He did the same in the fraudulently fabricated Authenticated Orders of the Supreme Court of Victoria.

Corruptly fabricated Authenticated Orders of the Supreme Court of Victoria. Facts.

Appendix 1 hereof is a true copy of the final page of the transcript of 29th November 2006.

Appendix 2 hereof is a true copy of the last page Justice Robert Osborn's Reasons for Judgment dated 29th November 2006.

Appendix 3 hereof is a true copy of the last page of the transcript of 7th December 2006.

Appendixes 4A, B and C hereof are true copies of a letter dated 7th May 2007 and two purported Authenticated Order documents of the Supreme Court of Victoria; each purportedly authenticated on 11th April 2007. This letter was from solicitor Steve Mark Edward to me.

Appendix 5 hereof is a true copy of a further purported Authenticated Order dated 4th June 2007

(complete copies of these documents are available at <http://courtsontrial.com>)

The Facts:-

On 29th November 2006 Justice Robert Osborn handed down Reasons for Judgment.

Justice Osborn did not make any orders at all other than adjournment orders on 29th November 2006

On 7 December 2006 Osborn Ordered;

- firstly that the appeal be dismissed.
- ... secondly that there be judgment for the defendants.
- ... thirdly that the plaintiffs pay the defendant's costs of the proceeding including the costs of the appeal on an indemnity basis.

The first purported "Authenticated Order" document falsely represented that on the 29th November 2006 Justice Osborn ordered:

"1. The appeal should be dismissed and there be judgment for the Defendants"

"2. The further hearing of this matter with respect to costs is adjourned to 7 December 2006 at 9.30 am"

The second supposed "Authenticated Order" document falsely represented that on the 7th December 2006 Justice Osborn ordered:

"1. The Plaintiffs pay the Defendants' costs of the appeal on an indemnity basis"

Each of these "Authenticated Order" documents are false and contain carefully complementary fabrications, one of addition and one of omission without which neither purported "Authenticated Order" document could purport to stand.

- The fabricated "Authenticated Order" document relating to supposed Orders of 29th November 2006 contains a fabrication of addition as the fact is that no orders at all let alone

orders disposing of the matter were made on that day. The words "*The appeal should be dismissed*" are a verbatim truncation of the last line of paragraph 184 of Osborn's Reasons for Judgment and simply do not and cannot be mistaken for or construed as constituting an Order or any part of an Order, in addition, "*should be*" is plainly just that, something which has not yet happened and may or may not happen; being lifted from the Reasons these words did not exist in the transcript, the second part of that fabricated order, namely the words "*there be judgment for the defendants*" is lifted verbatim from the second Order made on the 7th December, not the 29th November and then these two fundamentally different, absolutely disparate, verbatim, parts were fraudulently concatenated and fraudulently represented to be a true and correct transcript of a single order made on 29th November but obviously this purported order is still not an Order, the "*should be*" component lifted from the Reasons of 29th November reduces those words to constitute a possibility which simply does not, and cannot be construed to, constitute an order dismissing my appeal. It remains a "*should be*"; i.e. something which may occur but not yet done.

- In other words the first fabricated order "*1. The appeal should be dismissed and there be judgment for the Defendants*" consisted of the verbatim concatenation of the disparately occurring words "*The appeal should be dismissed*" from paragraph 184 of the written Reasons for Judgment of 29th November and the words of the actual 2nd Order from the 7th December which were "*that there be judgment for the Defendants*". This verbatim concatenation of disparate things and utterances **did not and could not occur by accident or error or omission or slip** and when combined they do not form an Order; merely an expression of possible intention or likelihood.
- The second supposed Order of the 29th of November 2006, the adjournment until 7th December, just, well, sort of, added a bit of verisimilitude and in any event was done with, over, complete.
- The fabricated "Authenticated Order" document of 7th December 2006 carefully omits the first two orders which were in fact made on that day and only contains the costs order which was also made on that day.
- The fraudulent/wrong/false, merged, addition to the first "Authenticated Order" document could not stand without the fraudulent/wrong/false complimentary omissions of the second "Authenticated Order" document and vice versa.

The known and intended effect of these corruptly fabricated Authenticated Order documents was set out in the letter of 7th May 2007 and that known and intended effect was to fraudulently render my appeal against the Orders of Osborn invalid by having been filed out of time and which appeal set out and alleged that Osborn had fabricated his Reasons for Judgment and the effect of those fabricated Reasons was to ignore, deny and conceal the corrupt conduct of Major General Greg Garde QC and Jim Delany SC and their respective juniors and instructing solicitors and others.

The author of the letter of 7th May 2007, Steven Mark Edward, was instructing solicitor for Major General Greg Garde QC (Now Justice Garde of the Supreme Court and President of VCAT)

The Court, most probably Osborn, communicated these fabricated Authenticated Order documents to Major General Garde and/or his instructing solicitor Steven Mark Edward in full knowledge that Major

General Garde and/or Steven Mark Edward were aware that they had been fabricated and in apparent sure knowledge that Major General Garde and/or Steven Mark Edward would not baulk at or report such corrupt conduct.

Steven Mark Edward uttered the fabricated Authenticated Order documents in the court of Master Cain at a directions hearing on direction hearing on 28th May 2007.

Steven Mark Edward is a very thorough solicitor and was present in court on 29th November 2006 and on 7th December 2007 and at the time of accepting the fabricated documents from the Court and at the time of uttering the fabricated Authenticated Order documents Steven Mark Edward was thoroughly aware that they had been fabricated

Relevant circumstances surrounding the fabrication of these Authenticated Order documents were that I was absent from Court on 29th November 2006 and from my Melbourne Agent who attended for me I had formed the mistaken belief that orders had been made on 29th November 2006 and the fact that I believed that orders disposing of my appeal had been made on 29th November were set out/implied in a written submission delivered by me to Osborn on 7th December 2006.

In other words the fabricated Authenticated Orders were fabricated in knowledge that on 7th December 2006 I held the mistaken belief that Orders had been made on 29th November 2006.
(a copy of my submission to Osborn is also available at the abovementioned web address)

In respect of these fabricated Authenticated Order documents there appears to me to be only two possibilities;

- A/ Major General Garde and/or his instructing solicitor. Steven Mark Edward, requested copies of such fabricated Authenticated Orders in knowledge/belief that the Court, most probably Osborn, would not baulk at or report such corrupt request.
- B/ The Court fabricated those Authenticated Orders and communicated them to Major General Garde and/or his instructing solicitor in knowledge/belief that Major General Garde and/or his instructing solicitor would not baulk at or report such corrupt conduct.

In either case there exists prima facie evidence of a conspiracy to fabricate and utter fabricated Authenticated Order documents of the Supreme Court which each party knew well to be fabricated.

A Further fabricated Authenticated Order of the Supreme Court.

As discussed above I was not in court on 29th November 2006 and I held the mistaken belief that orders disposing of my appeal had been made on that day. I was present in court on 7th December 2006 and was surprised when Osborn made what I then thought/assumed to be duplicate orders so I ordered a copy of the transcript of 29th November and learned that no orders had been made on that day.

Upon receiving Edward's letter it was clear that Edward and the Court intended to corruptly seek to have my appeal which set out and alleged corrupt conduct rendered invalid so at the hearing before Master Cain I was ready for this ploy and I submitted the transcripts and demonstrated to him that no such orders had been made. Master Cain adjourned the hearing in order that;

"Enquiries will be made of the Court as to whether the orders made by the Honourable Justice Osborn on 29 November 2006 and 7 December 2006 can be amended pursuant to the "slip rule" under Order 36.07 or whether the appellant must make an application for enlargement of time to appeal to the Court of Appeal made under Order 64.02"

The Court, most probably Osborn, knowing it had been caught out, then fabricated a further falsified Authenticated Order Document dated 4th June 2007, the relevant facts are;

1/ Under the heading "How Obtained" the further falsified Authenticated Order said;

HOW OBTAINED:

Correction of orders made 29 November 2006 and 7 December 2006.

2/ Under the heading "Other Matters" the further falsified Authenticated Order said;

OTHER MATTERS:

1. On 29 November 2006 the Court:
 - (a) gave Reasons for Judgment that the appeal from Master Efthim should be dismissed and that there shall be judgment for the defendant; and
 - (b) adjourned the proceeding for argument concerning costs until 7 December 2006.
2. On 7 December 2006 after argument, the Court made final orders.
3. Authenticated orders prepared after the hearings on 29 November 2006 and 7 December 2006 are by this order corrected under the slip rule.

3/ Each and every one of these things is also manifestly false;

- The further falsified "Authenticated Orders" document fraudulently assert that they are "Correction of Orders made 29th November 2006 and 7 December 2006" whereas the facts known to Court and to the author, most probably Osborn, was the immutable fact that there were no pertinent orders at all made on 29th November 2006. The only place such purported orders appeared was in the initial fabricated "Authenticated Orders" documents which carefully and falsely represented that such orders existed. Manifestly there were no orders made on 29th November 2006 and the fabricated Authenticated Order documents did not and do not constitute orders capable of being corrected; they were merely fraudulently fabricated documents incapable of being corrected or otherwise validated
- Paragraphs 1. and 1.(a) under the heading "Other Matters" falsely assert that on 29th November 2009 the Court; gave Reasons that the appeal from Master Efthim should be dismissed and **that there shall be judgment for the defendant** whereas the fact is that the words "there shall be judgment for the defendant" do not appear in either the Reasons or the transcript of 29th November 2006, the only place these words appear in respect of 29th November 2006 is in the first falsified Authenticated Order document.
- Paragraph 2 is false, There was no Argument on 7th December 2006, on that day I provided Osborn with a written submission and exhibits which asserted and demonstrated the fact, known to Osborn and Garde that Osborn had falsified and fabricated his Reasons for Judgment. In reply or response Osborn said that Garde was not required to respond. In addition to the extent that the words "the Court made final orders" implies that they were further or additional to any supposed orders of 29th November that implication is false. The truth is that On 7th December 2006 the Court made the only orders made.

- Paragraph 3 is false, no Authenticated Orders were prepared after the hearings on 29 November 2006 and 7 December 2006. Each of the initial fabricated Authenticated Order documents were carefully prepared concurrently with one another on or about 4th June 2007 and were carefully concurrently prepared to provide fraudulent and corrupt verisimilitude to one another.
- Paragraph 3 is further false because the fabricated Authenticated Order documents are not available for correction and were not corrected under the slip rule, these initial fabricated Authenticated Order documents are not and do not constitute orders per se and additionally they did not occur by any one of either error slip or omission. These initial fabricated Authenticated Order Documents were exceedingly carefully and deliberately fabricated and stand and continue to stand as immutable evidence of corruption within the Supreme Court.

4/ Under the heading "The Court Orders that;" the further falsified Authenticated Order said;
THE COURT ORDERS THAT:

1. The appeal is dismissed.
2. There is judgment for the defendants.
3. The plaintiffs pay the defendants, costs of the proceeding including the costs of the appeal on an indemnity basis.

DATE AUTHENTICATED: 4 June 2007



- 5/ These orders set out under the heading "The Court Orders that" are a true and correct transcript of the immutable, **uncorrected** orders contained in the transcript of 7th December 2006. The fact of the uncorrected transcript of these orders themselves give the outright lie to the earlier parts of this further fabricated Authenticated Order document and to the initial two. The fact is the orders made on 7th December never were corrected or altered or amended at all and each of the initial two fabricated Authenticated Order Documents and the further fabricated Authenticated Order document which purports to have corrected the initial fabricated Authenticated Order documents merely stand as testament to the corrupt fabrication of each.
- 6/ It is further obvious that none of these purported Authenticated Order documents constitute Authenticated Orders of the Supreme Court. Any supposed act of authentication of these falsified documents was done corruptly and without authority of either law or the rules of the court. They are each nothing more than counterfeit documents.

It is manifest that the initial fabricated Authenticated Order documents were fabricated for the purpose of eliminating the possibility that my appeal would come before an honest and courageous judge of the Court of Appeal who would be prepared to expose and deal with the matters evinced and alleged by me, namely that Osborn had fabricated his Reasons for Judgment the known effect of which was to ignore deny and conceal the fact, known to him that the lawyers for Macedon Ranges Shire Council and Coliban Water had conspired with one another to mislead the Court of Master Eftim and that Major General Greg Garde serially and overtly misled Courts including the predecessor to VCAT. (which he now presides over.)

The fabricated Authenticated Orders were a desperate act of a degenerate fraudster.

In 1988 Lieutenant Colonel Greg Garde and Solicitor John Norman Price maliciously deceived the Tribunal which Garde now presides over.

The material set out above under the heading **"Deceiving the Tribunal and The Ministerial Inquiry -- The Notion of Subdivider."** is read into this section.

At the time of deceiving the Tribunal John Norman Price was acting as solicitor for WHRD and instructing solicitor to Garde.

Incredibly John Norman Price was also solicitor for my mortgagee Mercantile Credits Limited, ("MCL") and was intimately aware of the fact of and the effect of the fraud described by Max McDonald including that the fraud was directly responsible for my default with MCL.

As discussed above when I purchased my land in 1979 Buchanan assigned the contract to General Credits Limited who were subsequently taken over by AGC. in 1981 an employee of AGC was tricked into releasing my lot 28 from the caveat and into handing over the Title to Bolton and thereby facilitated the sale of lot 28 to WHRD while it remained under contract to me and remained assigned to AGC.

As assignee AGC had assumed the role of vendor so the incredible situation arose where prior to becoming aware that lot 28 had been disposed of I had arranged finance to pay out AGC. The fact however was that AGC could not settle the contract with me and all sorts of delaying tactics were employed by AGC.

In March 1982 I learned of the double dealing in respect of lot 28 and from that point I could not refinance to settle a contract which could not be settled. AGC and I were locked together and a tactic of AGC was to refuse to refinance on the remaining nine lots, their tactic was to somehow engineer my default. Anyway this situation was eventually resolved in May 1983 and AGC became first mortgagee on the remaining 9 allotments. The settlement arrived at necessitated transferring the 9 lots to a Trustee Company rather than myself directly.

During this period I lost my business, a wonderful little service station at Whittlesea which was my own business, it was not a company site.

As soon as this AGC situation was resolved WHRD entered into four contracts to purchase those 9 allotments. These contracts were to mature at intervals. A condition of those contracts was that I subdivide each allotment into 3 according to the 1980 Planning Permit. This "subdivision" consisted of signing the appropriate plans and the Council sealing them, nothing more,

Once I had the contracts in hand I wished to get a new business. In late 1983, Using 19 lots as collateral I purchased a Restaurant in Flinders Lane Melbourne. That finance was to be paid out with the funds realised from the contracts to WHRD. That finance was subsequently assigned to Mercantile Credits Limited. ("MCL").

AGC were first mortgagee and MCL was second mortgagee. In 1984 WHRD defaulted on the first of the contracts and the fraud described by Max McDonald raised its ugly head.

I soon defaulted on the loan from MCL and as and from that time in 1984 MCL and its solicitors were well aware of the fraud as the sordid details revealed themselves.

The sordid details were as described by Max McDonald and MCL and its solicitors were intimately aware of the fact WHRD defaulted on the contracts and that in November 1984 AGC were forced to abandon an advertised Mortgagees Auction and they were well aware of my 1985 Supreme Court Action where MCL gave evidence and MCL's solicitors were present while that occurred and where the fact of the fraud were central and they were aware that in 1985 I was forced to abandon an advertised Auction of my land and MCL and its solicitors were well aware that Max McDonald had raised the matter in Parliament and that Ministerial/Departmental inquiries ensued.

In short MCL and its solicitors were continuously intimately aware of the conspiracy between the Council and the Water Board and WHRD and its effect which included my default with MCL. The fraud was in fact and in effect a fraud against MCL as well as myself.

In 1987 I was required to report regularly to MC's solicitors and the solicitor who I had to report to was John Norman Price.

In late 1987 I became aware that WHRD were going bad and wished to sell some of its allotments for ordinary residential use and that the Council had refused building permits for that purpose.

This refusal was entirely consistent with the fraud against me. The purpose of that fraud was to prevent the land from being owned by anyone other than the Timeshare company. The Council's refusal was also consistent with secret and unlawful proviso which was that all of the land be owned by WHRD.

I then became aware that WHRD intended to appeal to the Administrative Appeals Tribunal. At that time I formulated a plan that while I would not oppose WHRD's appeal I would make submissions as to the unlawful nature of the Water Supply Agreement and the fraudulent effect of it.

The purpose of making such a submission was to force the Water Board to enter into a Water Supply Agreement with the Body Corporate or to have the Tribunal make orders to that effect.

My thinking was quite simple, the existing Water Supply Agreement was manifestly unlawful because it purported to give control of the common property being the water supply and reticulation to WHRD and the Tribunal could not grant WHRD's appeal because purchasers of the allotments subject to the appeal would not have access to a water supply in their own right or via the Body Corporate and if the existing agreement remained in place the subject allotments would not have direct or lawful access to a water supply and the Council and Water Board and WHRD could act as they had done with me.

Shortly after I advised Price of my intentions he inexplicably served a writ seeking possession of my land.

The Writ seeking possession was served by Price on my trustee company by mail of Friday 11/12/87



On the date of service in the ordinary course of the mail my time for filing Notice of Appearance ran into the Christmas break but nevertheless I attended at the Court on 23rd December 1987 to file Notice of Appearance only to learn that Judgment had been entered in default of appearance on 22nd Dec 1987.

DATE ENTERED: 22 DEC 1987

ORIGINATING PROCESS: Writ

HOW OBTAINED: In default of appearance

THE JUDGMENT OF THE COURT IS THAT:

The Plaintiff recover possession of the land described in the endorsement of claim on the Writ as all those pieces of land described in Certificates of Title Volume 9596 Folios 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 187, 188, 189 and 190 ("the land") and that the Defendant pay the Plaintiff's costs to be taxed.

Price's Affidavit says that he mailed the Writ two days prior to the franked date.

2. THAT I did at 5.00 p.m. on Wednesday the 9th December 1987 serve the above Defendant at 1085 High Street, Armadale in the said State with a true copy of a Writ of Summons which appeared to me to have been regularly

I then discovered that Price was acting for WHRD, when I put this to Price he refused to confirm or deny.

Price and Garde knew they were acting for the fraudster who's fraud directly led to my default with MCL and Price taking possession of my land. It is difficult to think of more reprehensible conduct.

The fact is there was no legitimate reason for Price taking possession of my land, it was vacant land with no occupants to eject and no rents to be received. The fact was that if Price or MCL intended to hold a mortgagees auction it could do so without taking possession and could give vacant possession because it was, vacant, unoccupied.

When challenged about service Price represented that he personally franked the envelope and personally delivered it to the Post Office at 367 Collins Street Melbourne.

In early 1988 I visited that Post Office and took photographs of a prominent sign which indicated that franked mail was specially handled. I spoke to the Postmaster, Mr. Brian Sheehan, and I asked him about the possibility of franked mail having an incorrect postage or franked date, I copied his answer down verbatim, he said, *"if the franked date says 11/12 that was the day it was posted, I don't care what any document inside says, the date on the envelope is the day it was posted and that's the end of it."*

I also spoke with a mail assistant who identified herself as Debbie Morris, she said; "*We check the date and alter in red if incorrect*". I wrote her words down verbatim as well.

The very strong evidence indicates that Price swore a false affidavit.

I then served/provided Price, the Council and the Tribunal with a written copy of my proposed submissions to the tribunal. My submission set out that the Agreement gave WHRD control of the water supply and common property and asserted that WHRD had prevented my access to the common property. Paragraph 16 of my submission said;

16/ Woodleish Heights Resort Developments P/L cannot demonstrate to the Tribunal that it can or will facilitate proper access to the Common Property and is unable to demonstrate that the land does have lawful access to Water or other services and Woodleish Heights cannot demonstrate to the Tribunal that it will not use its control over the the Common Property and Water supply to obtain advantage for itself.

For the purpose of impugning me and my submission Garde described me to the effect that I was a **former owner** with an unfounded gripe. The only reason he could describe me as such was because Price had taken possession of my land.

The Council's solicitor, Ian Lonie made corroborating assertions, Lonie's assertion was to the effect, "*Mr Thompson has been everywhere with complaints*"

The sole beneficiary of Price Taking possession was WHRD. As intended by Garde and Lonie the Tribunal sat politely and patiently while I made my submissions and then totally disregarded me and dismissed the truth put by me.

Garde then corruptly represented that the Agreement was lawful and was for a supply "**to the estate**".

4.0 THE APPLICANT HAS THE BENEFIT OF ENFORCEABLE LEGAL AGREEMENTS WITH THE WATERWORKS TRUST FOR THE PROVISION OF WATER, AND THE SEWERAGE AUTHORITY FOR THE PROVISION OF SEWERAGE

4.1 The evidence of the appellants' consulting engineer is relied on.

4.2 The Waterworks Trust is legally obliged under its agreement to provide water to the estate. This agreement is not restricted to a time-share use, but extends to residential use.

4.3 Clause 1 of the agreement refers to the supply of water "for domestic purposes".

At the time of Garde making that submission each of Price, Garde, WHRD, the Council and Water Boards solicitor, Ian Lonie, the Council, the Water Authority, the Shire Engineer and the Joint Council and Water Board Secretary, all of whom were present were all well aware that Garde's submission was maliciously false.

Each of those persons and entities were well aware that the Agreement was NOT an agreement for the supply of "water to the estate" as falsely asserted by Garde.

Garde and Price were exceedingly intimately aware that the Water Supply Agreement was an unlawful document, used for the purpose of the fraud described by Max McDonald and they were thoroughly aware that the fact of and the effect of that fraud resulted in the fact that Price, personally had taken possession of my land. Price had taken possession of some of the exact land which the recitals to the Water Supply Agreement said were owned or occupied by WHRD. Price and Garde were INTIMATELY aware that the very terms of the Water Supply Agreement were false and fraudulent. They were also well aware of the fact of and the facts of the fraud described by Max McDonald and that the Water Supply Agreement was at the root of that fraud.

(hereinafter called "the Consumer")
WOODLEIGH HEIGHTS RESORT DEVELOPMENT PTY. LTD. of 68 Piper
Street Kyneton owner or occupier of ALL THAT piece of land
being part of Crown Portions 38 and 41 Parish of Karlsruhe
County of Dalhousie and being the whole of the land
described in Cluster Plan of Subdivision No. 1134 lodged in
the Titles Office (hereinafter called "the Consumer") which
... admits shall include its

Garde and price were also well aware that the agreement was not an agreement pursuant to s307AA(2) of the Water Act in that WHRD was not and never could be the owner of the described land some of which price, personally had taken possession of and some of which was inviolately common property owned by the Body Corporate . (I have previously provided a copy of s307AA(2) above)

Relying on the corrupt submissions of Garde and the corroborating corrupt submissions of Lonie which I have described earlier in this document the tribunal granted the appeal of WHRD and as detailed above the Tribunal specifically understood that WHRD was the subdivider and that the WHRD had legitimate right to and responsibility for the water supply and reticulation system and the Water Supply Agreement.

At the time of making those submissions Price and Garde knew full well that the allotments the subject of the appeal did not have access to a lawful water supply and that potential purchasers of those allotments may well experience the problems described by me in my submission and particularly described at my paragraph 16.

As a direct, inevitable and foreseeable consequence of Price and Garde's corrupt submissions the situation was and remained exactly as forecast by me at my paragraph 16. On 12th October 1988, property valuer G. D. Sutherland advised MCL as follows.

12th October, 1988.

Mr. Graeme Miller,
Mercantile Credits Limited
By fax to 267-2696.



LAND PTY.
LTD.
Insured Estate Agent

21, East Melbourne, 3002
Telephone: 650 3531
Facsimile: 650 4568

Dear Sir,

Re: Woodleigh Heights Estate, Edgecombe Road, Kyneton.

Further to our previous report dated 13th September, we now confirm our verbal advice that it is our opinion, noting the complications of services, roadways and accessways associated with the relevant allotments, that a realisable value of individual allotments under forced sale conditions is in the range of \$5,000 to \$6,000 per lot.

You will appreciate that the problems associated with the provision of services is extensive and at this stage, possibly unsolvable. This will obviously have an effect on value.

We again confirm our previous advice that it is our opinion that the most satisfactory method of disposing of these allotments, noting the legalities of the mortgagee in possession, is by public auction under the heading of a mortgagee's auction.

We trust this is adequate for your requirements at this time.

Yours faithfully,

A handwritten signature in dark ink, appearing to read "G. D. Sutherland".

G. D. Sutherland

Because Price and Garde and Lonie and the rest deceived the Tribunal the fraud continued.

On 19th Feb 1990 Price transferred my land to Deckwood P/L, a company controlled by the children of the original fraudster, Kenneth Raymond Buchanan who by that time, with his new company, had taken over the timeshare resort from WHRD. Price had personally sold my land by contract dated 31st October 1989 without advertising it for sale and without going to auction. He sold it for \$135,000 which is an average of \$7,500 per block. This represented a value without a water supply. Price did not advertise it and did not go to auction because he knew full well that as a consequence of his and Garde's conduct and the continuing fraud he could not offer it with water and he would not get an offer or a bid. Price's signature is at the foot of the Transfer of Land. The circumstances of this sale by Price demonstrated his own corrupt conduct at the Tribunal. He knew well the land subject to the appeal did not have water.

VICTORIA**TRANSFER OF LAND by Mortgagee or Annuitant**

Subject to the encumbrances notified the mortgagee or annuitant being the proprietor of the mortgage or charge described for the consideration expressed and in exercise of the power of sale conferred by the *Transfer of Land Act 1958* transfers to the transferee all the estate and interest of the registered proprietor in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained. (Notes 1-3)

Land (Note 4)

Volume 9596 Folios 163 to 177 inclusive and 187 to 189 inclusive

Mortgage or charge under which power of sale is exercised No.: K814538 and K814539 Consideration \$135,000.00 (Note 5)

Mortgagee or Annuitant (Note 6)

MCL FINANCE PTY. LIMITED

AMENDED
90/22175
12 JUN 1990
6 AUG 1990
With consent of
Solicitor for mortgagee

Transferee (Note 7)

DECKWOOD PTY. LTD. of 5 Station Street, Mooroolbark

Encumbrances (Note 8)

Easements being created or reserved or restrictive covenants being entered into (Note 9)



Date 19th February 1990

Execution and Attestation

EXECUTED by MCL FINANCE PTY. LIMITED)
by being SIGNED SEALED AND DELIVERED)
by its Attorneys ROBIN DESMERS LINDSEY)
and MALCOLM GARDINER CAMPBELL)
under Power of Attorney dated 2nd)
September, 1988 a certified copy of)
which is filed in the Permanent Order)
Book 276 at page 302 item 33 (who)
certify that at the time of the)
execution of this instrument they have)
no notice of revocation of the said)
Power of Attorney under the authority)
of which they have just executed this)
document) in the presence of:)

(Note 10)

Places turn over

The fraud described by Max McDonald was consummated on this day as a direct consequence of the corrupt conduct of John Norman Price and of then Lieutenant Colonel Garde. The fraud continues to this day as a consequence of Garde's ongoing corrupt conduct and the exceedingly corrupt conduct of Justice Robert Osborn.

Price and Garde were intimately aware that the Water Supply Agreement was fraudulent and unlawful, it recited that WHRD owned or occupied land which included the self same land as Price had taken possession of for the apparent purpose of denying me a voice at the Tribunal hearing.

In 1992 I obtained a Valuation from GD Sutherland Pty Ltd and which valuation was to specifically address the situation as at the date of the above reproduced letter of 12th October 1988 from GD Sutherland to MCL and which date was seven months subsequent to Garde's corrupt submissions.

In that valuation GD Sutherland described the **morally and democratically repugnant** and impossible at law consequence of Price and Garde's corrupt submissions. Namely that a purchaser would be required to negotiate with "the private" developer to obtain access to the essential service, water.

The situation was exactly, precisely as I said it would be and as Garde knew well it would be.

 **Sutherland** PTY.
LTD.
REAL ESTATE AGENT
A.C.N. 004 601 469

144 JOLIMONT ROAD, EAST MELBOURNE, 3002
TELEPHONE: 650 3531 FACSIMILE: 650 4568

17th March, 1992

Real Estate Consultants and Valuers

REPORT AND VALUATION

PROPERTY: Woodleigh Heights Estate,
Edgecombe Road,
Kyneton

Our investigations indicate that each allotment is capable of being developed for residential purposes, with an A.A.T. decision in March 1988 allowing the erection of a dwelling on other lots within the estate establishing a valid precedent. In order to obtain this approval however, it would be necessary to connect any dwelling to a reticulated water supply and sewerage disposal system, and although these systems are available within the estate, they are not under the control of the local Water Board. Any purchaser would therefore be required to negotiate with the private developer for connection rights to these systems, with inherent uncertainty over both permission being granted and the cost involved. The price obtainable for the subject allotments is obviously influenced by this uncertainty, and must be discounted for the likely cost involved in connection to services.

GD Sutherland concluded these things from discussion with the co-conspirator, the Water Board.

Please note that the above conclusions have been reached from discussions with the Kyneton Water Board, and we have relied on their advice in making our assessment. Should further clarification be required we recommend the services of an engineering consultant be obtained, as the issues involved are beyond our usual sphere of expertise.

The valuation reflected the fact that my land did not have entitlement to water and the morally and democratically repugnant notion that a purchaser would be required to negotiate with the private developer.

In accordance with our Terms of Reference, and noting all relevant information contained herein, we believe the subject property comprising 18 vacant cluster allotments, had a current market value as at October 12, 1988 of:

**ONE HUNDRED AND SEVENTEEN THOUSAND
DOLLARS**

(\$117,000)

In 1995 I obtained a further valuation from O'Briens Valuers and Property Consultants. That valuation was to address the value as at the date of the contract of sale where Price sold my land to Deckwood, namely October 1989 and to assume access to water. The notes of O'Briens reflected the consequence of Garde's corrupt conduct, namely that in 1989 the reticulation remained the responsibility of the developer. (WHRD).

At about the date of our assessment the existing time-share development was supplied by water and sewerage facilities. These services were provided to the development by the then relevant authority being the Kyneton Water Board pursuant to agreements between Woodleigh Heights Resort Developments Pty. Ltd. and the Water Board.

Briefly the Kyneton Water Board operates and maintains the water main along Edgecombe Road to Melville Drive while the internal reticulation system was the responsibility of the developer.

The O'Briens valuation assumed a mortgagees auction where all allotments were sold to a single purchaser on one day.

The value ascribed was;

In consideration of the above sales evidence, the limiting and special conditions detailed in your instructions, and our general analysis of the market at this time, we have determined the individual market value of the subject properties as follows:

Lot	Assessment
46	\$ 17,500
47	\$ 18,500
48	\$ 20,000
49	\$ 20,000
50	\$ 20,000
54	\$ 22,500
63	\$ 22,500
64	\$ 22,500
65	\$ 22,500
72	\$ 27,500
73	\$ 22,500
74	\$ 22,500
78	\$ 17,500
79	\$ 17,500
80	\$ 17,500
130	\$ 18,500
131	\$ 18,500
132	\$ <u>18,500</u>
Aggregate Value	\$366,500

In 1995 I obtained a further valuation from A. T. Cocks where the valuer was to assume that the allotments had a reticulated water supply and the valuations reflected an orderly sale. The valuer made no comments as to water supply situation.

A.T. COCKS
AND PARTNERS PTY. LTD.
A.C.N. 005 658 293
Property Consultants • Valuers • Town Planners

Our Ref: **MV4380-1/RS:mt**

Your Ref:

5 June, 1995

Milton House, 25 Flinders Lane, Melbourne, Vic. 3000
Ph: (03) 654 8555 Fax: (03) 654 8989

VALUATION

Having regard to the foregoing, we have individually assessed the current market value of the subject allotments as at October, 1989, as follows.

Lot No.	Area m ²	Value \$
46	2905	21,000
47	2581	21,000
48	2735	21,000
49	2120	19,000
50	2030	21,000
54	3912	26,000
63	1514	22,000
64	1988	25,000
65	2721	27,000
72	2931	27,000
73	1744	23,500
74	1716	23,500
78	1578	23,000
79	2379	26,500
80	3994	27,000
130	2694	25,500
131	3018	27,000
132	2370	<u>25,500</u>
Total		\$431,500

At the time of making their corrupt misrepresentations to the Tribunal each of Price and Garde were absolutely and intimately aware that they were false and untrue and they were also well aware of the consequences of those representations, namely that the unlawful and fraudulently based Water Supply Agreement would remain on foot and that the fraud well known to each of them would be perpetuated.

The representations of Price and Garde were in fact and in effect an act of fraud against myself and MCL who had been taken over by Esanda by the time Price sold my land in the above described circumstances.

Had Price and Garde and Lonie told the truth known to them the Water Board would have had no option other than to provide water to the Body Corporate and the fraud would have been at an end.

The fraud of Garde and the rest led also to the loss of 15 other residential allotments and 6 industrial allotments and my family home and two businesses. My losses well exceeded (1984) \$1,000,000.00.

Garde's children grew fat and were educated on the fruit of his fraud while mine suffered deprivation.

Further Exceedingly Serious Considerations. Conduct of and in the Court of Appeal and the office of the Attorney General. -- The culture of denial and silence which provides succour and safety to the corrupt, the ilk of Garde, Osborn, Delany SC & Burchell etc.

Osborn's Fabrications are flagrant and Garde, Jim Delany SC and their respective Juniors and instructing solicitors were and remain fully aware of that fact and were aware of that fact when each of them collectively and individually corruptly relied on the fabricated Reasons of Osborn in the Court of Appeal and at the time of seeking and being awarded indemnity costs in reliance on those fabricated Reasons.

The fact known to each of Major General Garde QC, Jim Delany SC, Sharon Burchell, Greg Ahern, Steven Mark Edward and Michelle Elizabeth Dixon is that they conspired with one another to bring falsely based applications for summary dismissal of my proceeding.

In respect of Tylden Rd this bevy of learned lawyers predicated their application on the, at law absurd, proposition that contrived two lot plans of subdivision facilitated avoidance of s.9 of the Sale of Land Act as it stood in the early 1980's and that I was aware in 1991 that Buchanan had avoided s.9 by means of those (silly little) two lot plans. (I covered this aspect in my open memo of 9th December 2013.)

In respect of CS1134 their application was predicated on obfuscating the fact that there was two distinct water supplies and that in 1987 I was aware that "THE" reticulated water supply was laid in 1982.

As they are also aware my grievously negligent barrister, John Middleton QC (now Justice Middleton) corroborated their fallacious submissions by also representing to Master Efthim that two lot plans facilitated avoidance of s.9 and representing that the Planning Permit for CS1134 required "A" (generic) reticulated water supply.

They are also aware that during the adjournment on 1st November 2006 Garde experienced his sudden and enlightening epiphany and upon resumption he said; **".... there are two of course, types of water supply that are under discussion in this pleading"** and thereby falsified their submissions to Master Efthim and their earlier submissions to Osborn.

The fact known to each of them was that Osborn could not and did not find against me by simply upholding their fabricated grounds for their applications.

They are each thoroughly aware that because Osborn could not simply uphold their garbage Osborn found it necessary to appoint himself thoroughly corrupt surrogate advocate for the Council and Water Authority for the purpose of fraudulently fabricating Reasons which gave the semblance of upholding the Reasons and Orders of Master Efthim and which concurrently concealed the broader serial corrupt conduct of Garde.

At his paragraphs 87, 88 and 89 Osborn appointed himself surrogate corrupt advocate. Osborn said;

87. In the present case the firstnamed plaintiff appeared on the appeal in person on the express basis that the claim was not correctly articulated by senior and junior counsel who appeared for the plaintiffs before the Master. Accordingly I am invited by the plaintiffs to **adopt a different framework of analysis than that considered and decided upon by the Master.**

88. Conversely the defendants contend that I should give weight to the Master's decision and in particular the findings of fact made by him after extended argument and examination of the evidence over several days of hearing.

89. In the event, I have sought to deal with the matter on the basis now put to me by the firstnamed plaintiff. This basis was elaborated in very detailed written submissions of some 117 pages. The central propositions were further elaborated in argument. I propose to deal with the matter on the basis that the case so elaborated is the case to be considered rather than that previously argued by the legal representatives that the plaintiffs now disavow. That is not to say, however, that I have not found the Master's reasons to be of assistance.

At his paragraph 87 Osborn deceitfully made the apparently benign assertion that I appeared personally *"on the express basis that the **claim** was not correctly articulated"* by my barrister, John Middleton QC.

Well the fact is it was Delany, Garde and Co who corruptly articulated a false and fraudulent "**claim**"; My counsel, Middleton had put a grievously negligent **DEFENCE** to that corrupt "**claim**" of Delany, Garde and Co.

Osborn then preposterously asserts; *"Accordingly I am invited by the plaintiffs to **adopt a different framework of analysis than that considered and decided upon by the Master**"*

Osborn was in fact making the absurdly preposterous assertion that I had invited him to *"adopt a different"* CLAIM (against me) *"than that considered and decided by the Master"*

In other words and more to the point; Osborn was asserting that I had invited him to *"adopt a different"* **CLAIM against me** than the corrupt claim put by his corrupt friends and which I had put a total defence to.

For the purpose of appointing himself corrupt surrogate advocate for the Council and Water Authority Osborn had manufactured this absurd, in your face preposterous, fabricated proposition at his paragraph 87.

The purpose of paragraph 87 was to provide verisimilitude to his corrupt intent and purpose which was to invent his own "**claim**" or arguments against me and he then did exactly that. That personally fabricated case is well demonstrated above.

Osborn's paragraph 87 and 88 purposely and dishonestly imply that the hearing before the Master was proper and he expressly says that there was extended argument and that evidence was examined whereas the fact known to Osborn was that the Master's mind had been poisoned by the toxic cocktail of fabrications and neglect which were put to the Master by Garde, Delany and Co and Middleton and which he was now bent on concealing.

Osborn's paragraphs 87, 88 and 89 are nothing more than corrupt and preposterous gibberish masquerading as judicial reason designed and intended to deceive the people of Victoria and to provide verisimilitude to the fact that he appointed himself advocate for the Council and Water Board and then brought his own case against me and which case was corruptly decided in conspiracy with Garde during their clandestine meeting/telephone conversation described above and which occurred during the adjournment on 1st November 2006.

Osborn then without notice and in the privacy of his office ran his own trial of my proceeding and as demonstrated above he determined it on the issue of the Planning Permit. As discussed above, in Osborn's own words the Planning Permit, if in issue, would be a triable issue.

The fact well known to each of Greg Garde, Jim Delany, Sharon Burchell, Greg Ahern, Steven Mark Edward and Michelle Elizabeth Dixon is that Osborn did not determine the application for summary judgement brought by them.

The fact well known to each of those lawyers was that because they had corruptly fabricated grounds for summary dismissal Osborn acted as substitute corrupt advocate in order to fabricate his own case against me and then he sat as corrupt Judge and determined in favour of himself and fabricated his Reasons as thoroughly detailed above.

In absolute knowledge of these things, by purporting to rely on Master Efthim's Reasons and Osborn's Reasons, each of Garde, Delany, Burchell, Ahern, Edward and Dixon either directly or vicariously bald faced lied to the Court of Appeal at each and every hearing.

In absolute knowledge of these things these corrupt little individuals, individually and collectively, sought and obtained indemnity costs orders against me from both Osborn and the Court of Appeal.

In these circumstances, In addition to each other act of fraud the individual and collective acts of applying for costs and particularly indemnity costs were further act of fraud and Osborn's orders as to costs were further acts of exceedingly malicious fraud.

In the Court of Appeal.

I filed an appeal within the allowed time from the true date of Osborn's orders.

The grounds for my appeal were that Osborn's Reasons were manifestly false and that he had fabricated his reasons for Judgment the known effect of which was to ignore deny and conceal the conduct of Garde, Delany and Co.

Osborn then fraudulently fabricated the above described "Authenticated Order" documents for the purpose of having my appeal disallowed as having been filed out of time.

At that time I did not perceive the exceedingly sophisticated fraud of Osborn, at that time Osborn's Reasons appeared to me to be simply a conglomeration, an opaque morass, of festering false and corrupt utterances.

Consequently my then submissions to the Court of Appeal simply set out the individual misrepresentations of Osborn as somewhat disjointed assertions that Osborn's Reasons were manifestly false.

My submissions also set out the unequivocal fact of the above described fraudulently fabricated "Authenticated Order" documents.

In the Court of Appeal Garde and Delany corruptly relied on the Reasons of Osborn which they knew full well to have been fabricated. Edward, Dixon, Burchell and Ahern vicariously relied on what they knew full well to be fraudulently fabricated Reasons which had been fabricated to ignore deny and conceal Garde's corrupt conduct and coincidentally their own corrupt conduct.

I was absolutely agog at the spectacle of these people bald faced lying to the Court of Appeal and manifestly doing so without fear or compunction.

The mind of the Court of Appeal soon became abundantly clear.

The Court of Appeal knew well that Garde and Delany and Co were bald faced lying and it knew well the truth of my assertions as to Osborn's individual fabrications and it knew well that Osborn had in fact fabricated "Authenticated Order" documents and in the face of these things each and every preliminary hearing and directions hearing went against me.

I was forced to and did file \$60,000 in security for costs in cash and was forced to and did prepare in excess of 30,000 pages of so called "Appeal Books" to finicky standards, The Court knew 29,000 of those pages to be unnecessary and the fact was that if I did not prepare them my Appeal was out the window.

In addition in full knowledge that Garde and Delany could not provide a "Statement of Facts" without further exposing themselves Garde and Delany and Co were excused from the requirement that they provide the Court with that "Statement of Facts"

Rather than have orders for a further several hundred thousand dollars made against me I told the Court that so long as barristers such as Garde could appear before it and lie with impunity then that Court was a sham and not the place to seek justice and I abandoned my appeal.

I also told the Court that I would expose the deception, incompetence and dishonesty of that Court and that I had reserved the web address <http://courtsontrial.com> for that purpose.

Relying on the fraudulently fabricated Reasons of Osborn Garde, Delany and Co applied to the Court of Appeal for additional punishing indemnity costs to be awarded against me.

My defences to those applications adequately set out the unequivocal fact that Osborn's Reasons were fabricated.

In the face of the facts squarely and unequivocally before them Justice Neave and Mandy awarded indemnity costs to Garde, Burchell and Edward.

Justices Redlich and Beach did not award indemnity costs to Delany, Ahern and Dixon however in their written reasons they were moved to say of me;

"He makes a number of serious allegations concerning the trial judge and the legal representatives involved in the proceeding which need not be repeated given the reasons we have reached. It is sufficient to observe that while it appears that Mr. Thompson Genuinely holds to those beliefs, they involve a serious misunderstanding of the evidence and its legal implications. No material has been advanced by written or oral submissions which might on any view support these allegations."

Justices Neave and Mandy averted their eyes to the material before them and made similar comment.

Except as conditionally qualified below I say that it is not possible that these sophisticated Justices held these views. My defences to the applications for indemnity costs more than adequately set out the fact

that Osborn had fabricated his Reasons and the unequivocal fact of the fraudulently fabricated "Authenticated Order" documents was also before them.

On the face of it my decision to abandon my appeal was a good one. On the face of it, in the Court of Appeal, providing succour and protection to corrupt lawyers and judges takes precedent over justice.

I am now exposing that conduct as I said I would.

Of particular note in respect of these things, my appeal was not an ordinary appeal, my appeal resulted from and squarely alleged the corrupt conduct of the Court itself. This was and is uncharted territory. I say that each of the Justices of the Court of Appeal was squarely faced with at least strong prima facie evidence as to that corrupt conduct and had a duty which went beyond the robotic methodical conduct of an ordinary appeal. They should have been aware of a crime in progress. It was in their face and squarely alleged by me. On the face of it they purposely averted their eyes.

==*==*==*==*==*==*==*==*==*==*==*==*==*==*==*==

"Solidarity" ---- The Council, the Court and the Office of the Attorney General.

In 1988 one almost honest Councillor, Councillor Joff Allen, admitted to me the wrongness of what was occurring but explained he could not say or do anything because he was bound by "Council solidarity". Joff Allen used some rule to force two joint committee sittings of the Council and Water Board where I was invited by him to address those meetings in the hope of having the Councillors and Water Board members relent. Those meetings came to nought.

Councillor Joff Allen then did nothing and remained silent, according to him he remained bound by "Council solidarity", the fact of course is that he along with all of the other Councillors and Water Board members and officers simply did not have the required integrity. To a man they were and remain simply dishonest little men, devoid of adequate integrity, protecting themselves and their friends from the error of issuing the planning permit in apparent blind faith that the then yet to be incorporated company which was to be, at least in part, financed by the Council's friend and solicitor would have the financial capacity to acquire all of the CS1134 allotments.

So called "Council solidarity" was merely self justification for serious moral turpitude.

On the face of it Bar and Bench solidarity is at play. The almost honest do nothing while the ilk of Garde run rampant for years. In the 1980's barristers with whom I discussed Garde's conduct with quaintly dismissed Garde's well known dishonesty as "gilding the lily".

The demonstrated fact is that Major General Garde was protected by Osborn. The certainty is that he deceived many courts in the sure knowledge that he would be protected, he was demonstrably unchallenged and he spoke deceit to each and every one of the many courts I saw him address, which is not to say the Courts were deceived per se, it is however to say that everyone stayed silent.

It must be that Osborn flagrantly and blatantly fabricated his Reasons in the sure knowledge or belief that he would be protected by his peers including by the Attorney General and to date that apparent knowledge or belief had been demonstrated to be well founded in that with the evidence put before squarely before them neither Osborn's peers or the Attorney General were prepared to look beyond the end of their noses and they saw nothing.

In previous documents and above I have alleged to the effect that the Court of Appeal acted to protect Osborn. The fact of Osborn's fraud has always been quite apparent to me but at the same time his Reasons appeared to me to be an unfathomable conglomeration, a morass, of misrepresentations and I simply did not see his exceedingly clever ploys. e.g. at his paragraph 157, which I comment upon above, he says that the 1978 Application for Permit was an application to both subdivide and to use the land, well the fact is, in ordinary lazy English that is quite true and I read that a hundred times and did not see the sophisticated lie in that apparent truth. Similarly I read his transcript of condition 8 of the permit a hundred times but my eyes skipped and read what I knew off by heart to be in the true document. Then Osborn uses tricks something like Chinese whispers, he says one thing, then inserts a long diversion on so called learned precedent or the other subdivision and then he moves on with changes, similarly his assertions as to "necessary water supply" and "A" water supply are also on the face of it true statements. Osborn is an exceedingly sophisticated fraudster who lies with the truth which in reality is near truth which in reality in his carefully contrived context is a damn lie. This exceedingly sophisticated fraudster lies with superficial truth.

If that is the accepted skill of a lawyer the Courts are a sham. If that is the unchallenged conduct of lawyers the Courts are a sham.

It may be, just may be, that the sophisticated Justices of the Court of Appeal and the Attorney General were bedazzled by Osborn's most sophisticate damn lies.

Having said that I find it difficult to reconcile that fact that the likes of Garde and Jim Delany SC stand before the Court of Appeal and simply bald faced lie, apparently in sure knowledge that nothing will be done.

I also find it exceedingly difficult to reconcile the fact that the Court of Appeal was well and truly aware of the fabricated "Authenticated Order" documents. I simply do not believe that anyone could hold a belief that those carefully fabricated documents occurred by error or slip or omission.

In the face of the unequivocal detail known to them the Chief of Staff of the Attorney General and the Executive Director of the Strategic Policy and Legislation section of his department asset that there is no substantive evidence as to my allegations. I conclude wilful blindness.

It is also clear that the Justices of the Court of Appeal could only be bedazzled if they did not check the correctness or otherwise of my assertions and instead negligently, uncaringly and blindly relied on Osborn's dazzling Reasons.

As of this document, no-one can plead bedazzlement.

As of receipt of this document the Justices of the Supreme Court and the Court of Appeal and in particular the Chief Justice and the President of the Court of Appeal and the Attorney General are well aware that abundant strong evidence indicates that Osborn and Garde and others are damn fraudsters.

In 1988 Garde was a known liar, barristers of the day quaintly called it "gilding the lily" it was not; it was fraud and they did nothing. Neither the bar nor the bench do or say anything. They pretentiously genuflect to one another while knowing full well fraud is on hand and that the Courts are a sham.

The certain fact is that the preparedness of barristers to lie to the Court and their apparent guarantees of impunity leads to a great many proceedings that ought not get to Court in the first place.

Cases in point are the 1988 appeal before the AAT where Price and Garde and Lonie all lied their heads off. The unequivocal truth known to all was that there was no lawful water supply for the allotments subject to the appeal and which were intended for sale to unsuspecting, mum and dad, purchasers.

Price and Garde and Lonie would have been paid handsomely for a case which should not have gone to appeal at all. Their submissions were an incipient fraud against the potential mum and dad purchasers.

If a barrister runs a case which he knows is baseless or bound to fail and does not communicate that belief it is an act of fraud on several levels including sometimes against the client.

The stark reality is that a measurable proportion of the lawyers, barristers and judges would be out of work if barristers were restricted to putting truth and arguing the not, not contentious. (double negative intended).

I think it reasonable to say that Garde's lies to the AAT and subsequent lies generated in excess of \$2,000,000.00 for lawyers and Garde and his children dined well at the great deprivation of my children.

The Bench and the Bar and the Attorney General must **demonstrate** that they will no longer tolerate lying lawyers and lying judges.

At this time I choose not to further discuss the conduct of and in the Court of Appeal.

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Further conduct of Garde.

On 6th August 2008 Garde appeared before the Law Reform Committee Investigation into vexatious litigants. from the transcript It appears that he was representing the Victorian Bar Council Law Reform Committee.

At pages 4 and 5 of the Transcript Garde, namelessly, described me as a vexatious litigant and precisely described my various proceedings since 1995 and into the Court of Appeal following Osborn.

Garde failed to tell the committee that his personal corrupt conduct was a substantial root cause of the entire chain of proceedings. Garde failed to relate the fact known to him, that Osborn had fabricated his Reasons to protect Garde himself. He also did not mention he and Osborn had conspired with one another during an adjournment to get each of Osborn's fallacious grounds in the transcript.

Garde's audacity is amazing. He even deceives so called law reform committees.

The great probability is that many so called vexatious litigants are in fact victims of corrupt lawyers and a corrupt Court system which averts its eyes to the conduct of its corrupt friends.

The fact is that the voiceless individual standing outside the Supreme Court with a placard may well be a genuine victim of the ilk of Garde and Osborn and the abovementioned lawyers and a system which denies the corruption within.

The bench and bar must consider substantial introspection as the starting point of Law Reform and admit to the glaring fact that many of its officers are corrupt liars who presently defraud with impunity.

The Independent Broad Based Anti-Corruption Commission. (IBAC)

I made complaint to the IBAC. Under the personal hand of the Commissioner the IBAC refused to investigate on the transparently specious grounds that section 63 of the Act prevents him from investigating. Section 63 quite properly prevents investigation of a Judge if "the complaint **directly** relates to the **merits** of a decision made" by that Judge.

Manifestly the question as to whether or not Reasons for Judgment are fraudulently fabricated does not directly go to the merits of those Reasons. Like a counterfeit work of art which fooled experts for years, the question as to its fabrication does not impinge on the unchallenged merits of that counterfeit art.

The distinction is not exactly subtle.

Osborn's Reasons are devoid of legal merit, determining whether they were fraudulently fabricated will not either add to or subtract from or comment upon that lack of merit. On the other hand Osborn's Reasons have outstanding merit as an example of exceedingly sophisticated fraud and if the IBAC investigated that merit would also not be impinged upon.

On the IBAC Commissioner's rather lame excuse he can't even glance sideways at a corrupt judge. The stock in trade of Judges are judgments and orders, the legislation expressly provides for investigation of corrupt judges. One is left to wonder exactly what corrupt deeds of a judge the commissioner thinks he can look at. A sly grog shop in the back of the Court perhaps. Preposterous!

The web of protection is wide. The excuse of the IBAC commissioner is palpably wanting. The Victorian Inspectorate twice refused to do his duty to address my specific complaint as to the wrongful interpretation of s63 by the IBAC.

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My very firm expectation is that the Chief Justice will immediately relieve Osborn and Garde from hearing matters including part heard. My further expectation is that the Attorney General will expeditiously initiate inquiry under the Constitution Act into the conduct of Osborn and Garde and apologists.

I am going to provide a short interlude to allow the Chief Justice and the Attorney General to be seen to do their duty and rid the Bench of Osborn and Garde and anyone else who was complicit.

After a short interlude, no matter what the Chief Justice and/or the President of the Court of Appeal and/or the Attorney General may or may not do I am going to make all appropriate allegations to the Chief Commissioner of Police in respect of Osborn and Garde and each and every lawyer party to these things and in this new electronic age I am going to ensure that the citizens of the compromised democracy of Victoria are well aware of the parlous state of supposed justice as presently NOT administered. No-one holds dishonest lawyers and Judges to account and they run rampant. I am about to forcefully hold at least some of them to account.

I point out that this matter revolves around a most simple fact which all people readily understand. The fundamental issue does not involve fine or esoteric points of law. The fraud described by Max McDonald and corruptly validated by Osborn is understandable by and repugnant to everyone.

The Council and the Water Board and Garde and Osborn fraudulently represented that a private owner of a few allotments owned and controlled the water supply to everyone else's allotments in the cluster subdivision. This fraud is so absolutely and obscenely repugnant to reason, morality,

democracy and the law that everyone will easily recognise the fraud and the fraudsters and will also easily recognise that any apologist for or protector of either or all of the Council, the Water Board, Garde and Osborn to be a corrupt apologist and/or protector.

With contumelious contempt for morality and the law and the Court, Osborn fabricated his Reasons to make the obscene fraud described by Max McDonald legitimate and he did so to protect his morally bankrupt friend, Garde and coincidentally each and every one of the lawyers who appeared before him. The Office of the Attorney General is transparently protecting Osborn and the rest.

The Attorney General's signature has been conspicuously absent from the several denials from his department. The Most recent, dated 7th January 2014, was signed by Marissa De Cicco who, purportedly on behalf of the Attorney General, said; *"As stated in previous correspondence, the material to which you refer does not contain any substantive evidence of the corruption you allege "*

I say that my allegations and the foregoing facts are not capable of being reasonably denied or dismissed. That the Attorney General has his subordinates deny these things is concerning.

If the Attorney General has to clean out half the Court it will be terrible. To do nothing even more terrible.

If the Attorney General will not act the Premier must appoint an Attorney General who will do his duty to the people and democracy of Victoria.

So long as Osborn and Garde and their ilk and their apologists remain on the bench democracy in Victoria is well compromised and the Attorney General must be aware of that bald fact.

I and the people and democracy of Victoria will prevail, nothing is more serious and damaging to a democracy than a corrupt court and unchecked corrupt lawyers.

Osborn's extraordinary skill as a fraudster was not developed overnight or for the purpose of his Reasons against me. Osborn's exceedingly well honed and sophisticated skills were plainly developed, practiced and honed before he became a superficially Honourable Justice of this otherwise august Court. One wonders how many judges he deceived and how many victims he left in his putrid wake. One wonders how many Judges and peers knew and stayed silent. Garde does not possess Osborn's sophistication, he was merely a simple but successful serial liar protected by silk gowns and those who genuflect to him.

No doubt some of Osborn's victims stood in despair, outside the Court, voiceless with placards and with homeless hungry children on their mind while the likes of Osborn and Garde and apologists for the system snigger as they dine well on the fruit of their fraud and pompously and righteously brand their voiceless victim as vexatious.

It is time for the silent almost honest to stand up and take control of the bench and the bar and expose and stamp on the abundant fraudsters and to establish a regime which applauds the legitimate skill of a barrister which is to argue that which is not, not open to contention.

The notion that an individual owner of a unit in a strata title development or an owner of an allotment in a cluster subdivision can take control of the common property or an essential service and then deny that common property or essential service to other owners and render their unit or allotment valueless

is not only not open to contention it is so morally and democratically repugnant as to defy belief that such a thing could occur let alone succeed and then become justified by a crooked court.

That incredible fraud occurred, was perpetuated, consummated and concealed and denied because an endless chain of corrupt councillors, water board members, lawyers, barristers and now judges resorted to fraud to perpetuate that fraud and to advance and protect themselves and their friends.

I presently conclude that Office of the Attorney General is wilfully blind to save embarrassment and to protect their bewigged friends, indistinguishable from the corrupt little group of Councillors and Water Board members who started this fraud to save embarrassment and protect their friends.

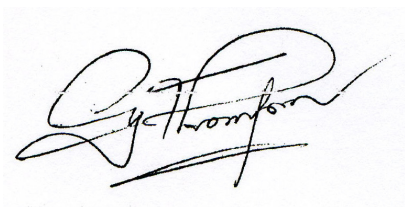
The incredible nature and extent of this thirty year fraud assures that the fraud and its various consecutive perpetrators, including Garde and Osborn, will become infamous and the apologists for the perpetrators will become well and truly exposed. At the present moment the Attorney General's office is a demonstrated apologist, a denier of the repugnant and the undeniable.

It is easy to appear honourable on a day to day basis. When tested each of Osborn and Garde abundantly and unequivocally demonstrated their true colours. Garde demonstrated his developing colours 26 years ago. Osborn did not acquire his sophisticated deception skills yesterday. How is it that the bar and the bench do nothing? Why does the Attorney General's office deny the undeniable. It must be that the corrupt hold sway. Osborn and Garde are unfit for the bench and must be removed.

After a short interlude I will be making criminal allegations against Garde and Osborn and the complicit lawyers. The Chief Justice and the Attorney General must be seen to act immediately.

The manifest facts are demonstrated; I will prevail.

Glenn Thompson.

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

Distribution of this document.

In the first instance the Chief Justice, The President of the Court of Appeal, the Premier, the Deputy Premier, the Attorney General, the Governor of Victoria. Osborn and Garde will receive a bound copy by express post mailed on Monday 3rd February 2014.

By ordinary mail I will provide a bound copy to each and every Justice and Associate Justice, the Opposition Leader, the Shadow Attorney General, the President of the Bar Council, the Law Institute and randomly selected members of VCAT.

All 1830 Barristers with an email address will receive a link to the online copy which will be available in both HTML and PDF form.

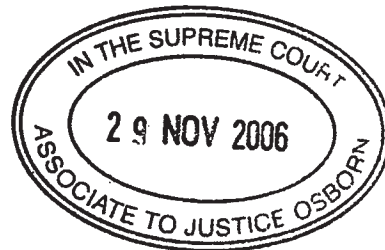
I will additionally distribute bound copies as I see fit. -- An informative you tube video is in production.

1 HIS HONOUR: Yes, thank you, Mr Garde.
2 (Short adjournment.)
3 HIS HONOUR: Now, Mr Isakow, as I understand it Mr Thompson
4 can't be here today or tomorrow, is that right?
5 MR ISAKOW: That's correct.
6 HIS HONOUR: I think in that event we'll put it over until
7 Thursday of next week. I've got some difficulties on
8 Wednesday and on Friday and he's got difficulties on
9 Mondays and Tuesdays, is that right?
10 MR ISAKOW: Yes, he does.
11 HIS HONOUR: But I had better hear from Ms Burchell as to
12 whether she can accommodate Thursday?
13 MS BURCHELL: Your Honour, it does suit me however Mr Garde is
14 only available on the Tuesday or Friday at 9.30.
15 HIS HONOUR: I see. We have a directions day on the Friday and
16 I think that if Mr Thompson can't be here on the Tuesday
17 - I've really got to give him the chance to answer the
18 allegation as it were so I think I will fix it at half
19 past nine on the Thursday.
20 MS BURCHELL: If it please the court.
21 HIS HONOUR: Mr Garde may still be able to make his application
22 even if he has to go somewhere else at ten. He can be
23 first cab off the rank as it were.
24 MS BURCHELL: Yes, I'll pass that on to Mr Garde.
25 HIS HONOUR: Yes. I will adjourn the further hearing of this
26 matter with respect to costs to Thursday next at half
27 past nine in the morning and otherwise we will adjourn
28 sine die.
29 ADJOURNED UNTIL THURSDAY 7 DECEMBER 2006

- (h) The plaintiffs are estopped from denying the effect of such release by the decision of Beach J.

Conclusion

- 182 The above conclusions are sufficient to demonstrate the plaintiffs' claim cannot succeed. Insofar as such conclusions are ones of fact I have reached such conclusions on the basis of agreed documentary evidence as to the underlying circumstances.
- 183 I have not found it necessary to consider whether the plaintiffs' claims are further barred either by estoppel by record, or *Anshun* estoppel. In this regard I would simply record that if the plaintiffs' allegations as to statutory fraud and fraudulent conduct thereafter and as to the effect of the releases given by them, were otherwise arguable, I would hesitate to conclude there was no arguable case to go to trial on the basis of the estoppels asserted by the defendants.
- 184 In all the circumstances the appeal from the Master should be dismissed.



1 MR GARDE: Your Honour will I take it also be dismissing the
2 proceeding and we would also seek that the award of costs
3 include the cost of transcript. I don't know whether
4 that's necessary, but it might need clarification later.

5 HIS HONOUR: Yes. I'll order firstly that the appeal be
6 dismissed. Secondly that there be judgment for the
7 defendants and thirdly that the plaintiffs pay the
8 defendants costs of the proceeding including the costs of
9 the appeal on an indemnity basis. Now Mr Garde I can't
10 see that it's necessary to make an order with respect to
11 transcript.

12 MR GARDE: Yes.

13 HIS HONOUR: Those orders appear satisfactory in form to you?

14 MR GARDE: They are Your Honour.

15 MR AHERN: Yes Your Honour.

16 HIS HONOUR: We'll adjourn sine die.

17 ---

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7 May 2007

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CONFIDENTIAL
OFFICE

Dear Mr & Mrs Thompson

**Coliban Region Water Authority (& anor) ats Yourselfs
Supreme Court Proceedings 6321 of 2005**

We have recently received from the Court authenticated orders as made on 29 November 2006 and 7 December 2007, and we enclose by way of service sealed copies of those authenticated orders.

We note that your present appeal has been filed out of time in relation to the orders made on 29 November 2006.

In relation to the issue of security for costs of the appeal, the Court has not made the orders as per the minutes of consent orders that you had signed. We request that your legal advisers write to us and to the Court confirming that you consent to the Court making those orders, as the Court may be concerned that you had signed the minutes of consent orders without the benefit of legal advice.

Yours faithfully


Steven Edward
ARNOLD DALLAS McPHERSON

ACCREDITED SPECIALISTS
Personal Injury Law
Ian Dallas
John McPherson

Family Law
Steven Edward



IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMON LAW DIVISION

No. 6321 of 2005

BETWEEN:

GLENN ALEXANDER THOMPSON and
CHERYL MAREE THOMPSON

Plaintiffs

- and -

MACEDON RANGES SHIRE COUNCIL and
THE COLIBAN REGION WATER AUTHORITY

Defendants

GENERAL FORM OF ORDER

JUDGE: The Honourable Justice Osborn

DATE GIVEN: 7 December 2006

ORIGINATING PROCESS: Writ

HOW OBTAINED: On return of the adjournment from 29 November 2006

ATTENDANCE: Mr J. Delany, Senior Counsel with Mr G. Ahern of
Counsel for the Firstnamed Defendant.
Mr G. Garde one of Her Majesty's Counsel with
Ms S. Burchell of Counsel for the Secondnamed
Defendant.
The Plaintiff appeared in person.

OTHER MATTERS: This matter coming on to be heard before the Court
on 31 October 2006, 1 November 2006 and
29 November 2006 and the Court having, on
29 November 2006 directed that this matter should stand
for judgment and this matter standing for judgment this
day accordingly.

THE COURT ORDERS THAT:

1. The Plaintiffs pay the Defendants' costs of the appeal on an indemnity basis.

DATE AUTHENTICATED: 11 April 2007

KP: 11.04.07
7281, 11462, 230

PROTHONOTARY



IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMON LAW DIVISION

No. 6321 of 2005

BETWEEN:

GLENN ALEXANDER THOMPSON and
CHERYL MAREE THOMPSON

Plaintiffs

- and -

MACEDON RANGES SHIRE COUNCIL and
THE COLIBAN REGION WATER AUTHORITY

Defendants

GENERAL FORM OF ORDER

JUDGE: The Honourable Justice Osborn

DATE GIVEN: 29 November 2006

ORIGINATING PROCESS: Writ

HOW OBTAINED: On return of the order of the Honourable Justice Osborn made on 1 November 2006

ATTENDANCE: Mr Isakow, Solicitor, appearing as a friend of the Court for the Plaintiffs.
Mr G. Ahern of Counsel for the Firstnamed Defendant.
Mr G. Garde one of Her Majesty's Counsel for the Secondnamed Defendant.

OTHER MATTERS: This matter coming on to be heard before the Court on 31 October 2006 and 1 November 2006 and the Court having, on 1 November 2006 directed that this matter should stand for judgment and this matter standing for judgment this day accordingly.

THE COURT ORDERS THAT:

1. The appeal should be dismissed and there be judgment for the Defendants.
2. The further hearing of this matter with respect to costs is adjourned to 7 December 2006 at 9.30 am.

DATE AUTHENTICATED: 11 April 2007

KP: 11.04.07
7281, 11462, 230

PROTHONOTARY



IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMON LAW DIVISION

No. 6321 of 2005

BETWEEN:

GLENN ALEXANDER THOMPSON and CHERYL
MAREE THOMPSON

Plaintiffs

- and -

MACEDON RANGES SHIRE COUNCIL and THE
COLIBAN REGION WATER AUTHORITY

Defendants

GENERAL FORM OF ORDER

JUDGE: The Honourable Justice Osborn

DATE MADE: 31 May 2007

ORIGINATING PROCESS: Writ

HOW OBTAINED: Correction of orders made 29 November 2006 and 7
December 2006.

ATTENDANCE: No appearances

OTHER MATTERS:

1. On 29 November 2006 the Court:
 - (a) gave Reasons for Judgment that the appeal from Master Eftim should be dismissed and that there shall be judgment for the defendant; and
 - (b) adjourned the proceeding for argument concerning costs until 7 December 2006.
2. On 7 December 2006 after argument, the Court made final orders.
3. Authenticated orders prepared after the hearings on 29 November 2006 and 7 December 2006 are by this order corrected under the slip rule.

THE COURT ORDERS THAT:

1. The appeal is dismissed.
2. There is judgment for the defendants.
3. The plaintiffs pay the defendants, costs of the proceeding including the costs of the appeal on an indemnity basis.

DATE AUTHENTICATED: 4 June 2007

Rjs 4/6/07

