

15th August 2016

Hon Daniel Michael Andrews MLA
Parliament of Victoria
By email daniel.andrews@parliament.vic.gov.au

Dear Hon Daniel Michael Andrews

Protecting Criminally Corrupt Judges and Barrister

I have written identical letter to all Victorian Members of Parliament

In a democracy there is nothing more serious than corruption in the justice system.

The purpose of this letter is to fix you personally, as a citizen of Victoria and as a member of the Victorian Parliament with possession of and knowledge of easy to understand, unequivocal evidence that Justice Robert Osborn and Major General Justice Greg Garde and other officers of the Supreme Court of Victoria are flagrantly criminally corrupt and that they are encouraged and emboldened by the assured protection of equally corrupt peers and Attorneys General.

The further purpose is to fix you personally and as MP with knowledge of evidence that in knowledge of these things Attorney General Robert Clark conspired with the Assistant Government Solicitor, Stephen Lee to repeatedly misrepresent fact and law for the purpose of wrongfully intimidating my Internet Content Host and his hardware lessor for the purpose of wrongfully censoring the web and concealing the evidence of the corrupt and criminal conduct from the people of Victoria.

As demonstrated below the outstanding feature of Osborn's fabricated purported Reasons is that they are so crassly and flagrantly fabricated and cobbled together that it can only be that they were contemplated let alone published in surety of the corrupt protection which has now demonstrably and repeatedly been afforded by his peers and by consecutive Attorneys General and by the commissioner of the so called IBAC.

It is that surety of safety which emboldens those with a criminal predilection. It is your personal responsibility and duty to represent all Victorians to expose and rid the justice system of known corruption and to ensure that an Attorney General with the courage and integrity to deal with these things as provided by the Constitution Act is appointed.

The present questions are whether or not you are possessed of the necessary courage and integrity to stand up in respect of these things and whether or not you and the Parliament and the Government of Victoria will for political or other self serving purpose stand by silently and allow the criminals to flourish and feel safe enough to conspire with one another and defraud little people at will and with impunity as demonstrated in this letter.

The matter in discussion here flow from the fraud and conspiracy described in Parliament and from the fabricated Reasons for Judgment of Justice Robert Osborn which were contrived to conceal that fraud.

For verification a copy of Osborn's purported reasons is available on the Australian Legal Information Institute website at <http://www.austlii.edu.au/au/cases/vic/VSC/2006/458.html> (Thompson v Macedon Ranges Shire Council, 2006).

For reference purposes I have emailed a number of appendix documents in a separate file. The appendices are numbered in red at the first page of each. A copy of Justice Osborn's Reasons is appendix 18 hereto.

At his paragraphs 18 and 166 Justice Robert Osborn effectively said; (My emphasis).

- that there was a lawful agreement between the timeshare company Woodleigh Heights Resort Developments P/L ("WHRD") and the Kyneton Water Board for the lawful supply of water **to the whole of the Woodleigh Heights subdivision**.
- that the Water Board lawfully supplied water **to this subdivision** in 1982.
- That **the subdivider lawfully withheld water** from my land.

As I will shortly demonstrate, each of those representations and the balance of Osborn's purported Reasons are flagrantly fraudulently false and contrived to conceal and deny the fraud and conspiracy described in the Victorian Parliament on 21st November 1985 and thereby deny and conceal the serial corrupt, criminal and malicious conduct of the now Major General Justice Greg Garde and other officers of the Supreme Court from the people of Victoria.

The fraud and conspiracy described in the Victorian Parliament was; (Appendix 1.)

- that the timeshare company threatened that if I attempted to sell my land to anyone other than the timeshare company then water supply and building permits would be denied to my land and my land would be rendered valueless and unsaleable.
- That the then Kyneton Council and Kyneton Water Authority then conspired to give effect to that malicious threat.

That fraud and conspiracy and Osborn's fabricated reasons arose in the following manner.

- Cluster Subdivision CS1134 was registered by the Registrar of Titles in August 1979. (Appendix 2).
 - That subdivision was bushland and so called rural residential and included about 30 acres of common property which included a six acre private lake.
- I purchased 10 allotments on 1st November 1979. (Appendix 3).
- The approved usage of the allotments was domestic and pastoral. (Appendix 4)
- The timeshare company, WHRD, was incorporated on 10th March 1981. (Appendix 5)
- By Transfer of Land dated 16th December 1981 WHRD purchased 10 allotments (Appendix 6.)
- 14 days later, on 1st January 1982, WHRD and the Kyneton Water Authority entered into a purported water supply agreement for the supply of water to the timeshare company. (Appendix 7)
 - The recitals to that agreement fraudulently/falsely represent that WHRD is owner or occupier of the whole of the land comprising CS1134.
 - Clause 2 of that agreement purported to give WHRD responsibility for the common property reticulation system within the subdivision.
- At the time of entering that agreement the Water Authority was aware that the recitals were false/fraudulent and was aware the subdivision was outside the gazetted waterworks district of the authority and in an area which could not be supplied with water from the authority except with the consent of the Governor In Council. (Appendix 8 & 9).
 - In knowledge of the unlawful nature of the agreement the Water Authority did not seek or obtain the consent of the Governor in Council and did not request that the Governor in Council extend its waterworks district to include the area where the subdivision was situated.
- Subsequently, in 1982, without the consent of the Governor in Council and without the necessary consent of the Minister for water the Water Authority extended its reticulation system along Edgecombe Rd Kyneton to the boundary of the subdivision.
 - The Water Authority was required to but did not seek or obtain the approval of the Minister for Water for the laying of that water-main.
- Thereafter; (Appendices 1, & 10)
 - the Kyneton Water Authority represented that WHRD owned and controlled the water supply and reticulation system with CS1134 and that I/my land could not have water except with the consent of WHRD.
 - The Kyneton Council represented that building permits for my land were dependant on that reticulated water supply.

- Those representations depended on the Council concealing and denying that because the subdivision was outside the gazetted waterworks district a water supply from the Water Authority was not and could not be a condition of either subdivision or building permits and that Council was not required to and did not refer the plans of cluster subdivision to the water authority and that the Council alone approved the subdivision with roof rainwater tanks providing domestic water for dwellings and a private 6 acre lake and reticulation system providing garden and non-domestic water.
- On three occasions those representations and denials by statutory authority prevented the planned and advertised legitimate sale of my land on the open market and for a period of five years prevented my mortgagee selling my land.
- The known and demonstrated and threatened effect of those representations was to render my land valueless and unsaleable to anyone other than the timeshare company.
- On 21st November 1985, in the Victorian Parliament Max McDonald MLA described the conduct of Council and Water Authority as a conspiracy to deprive me of my democratic rights. (appendix 1)
 - The then Minister for Water Resources, the Honourable Andrew McCutcheon undertook to make inquiry.
- On 10th April 1986 the solicitor, Ian Lonie attended a meeting of the Kyneton Water Authority to advise the authority on circumstances surrounding the supply of water to the timeshare resort.. (appendix 11)
 - At that meeting the water authority was advised/resolved/conspired with Lonie, to represent that it believed that it had complied with the water supply agreement.
- By letter dated 7th October 1986 the said Ian Lonie advised the Minister in the exact terms as resolved on 10th April 1986. (Appendix 12).
 - Lonie also expressed the opinion that the question of water supply to my land was a matter between me and the timeshare company.
- On 7th March 1988, in full knowledge of the substantial foregoing matters, facts and things and while acting as barrister for the timeshare company the now Major General Justice Greg Garde made written submission to the then Victorian Administrative Appeals Tribunal.
 - That written submission represented that the water supply agreement was a lawful and enforceable agreement. (Appendix 13, page 4)
- In 1990, constrained by the representations of the Council and Water Authority, my mortgagee, MCL Finance P/L sold my land to a newly enlivened company which was controlled by the children of a director of the timeshare company and who was signatory to the water supply agreement. (Appendix 14 & 15)
 - Constrained by the representations my mortgagee did not advertise my land for sale and did not hold an auction. The sale price of \$135,000 was a fraction of the true value.
 - That sale consummated the fraud and conspiracy exactly as intended.
- In 1995, after amalgamation of Councils in Victoria and after the old executive were retrenched I gained access to the Council files and I acquired the evidence that the Council had approved the private lake and reticulation system for non-domestic water and that roof rainwater tanks were to provide domestic water and that those things were a condition of the planning permit.
- In 2000 I learned that the Council had sealed the plans of cluster subdivision and cluster re-development in knowledge that the planning permit had not been complied with in that the private and common property reticulation system had not been completed as required by law at the time that the Council sealed the plans and when the Registrar of Titles registered the cluster-subdivision in 1979.
 - The representations that the timeshare company installed and paid for and controlled the common property reticulation system within the cluster depended on that knowledge.
- In 2005 I issued Supreme Court proceedings against Macedon Ranges Shire Council and Coliban Water as successors to the Kyneton Council and Kyneton Water Board.

- That proceeding alleged that the Council sealed the plans of cluster subdivision in knowledge that the private reticulated water supply was not complete and also alleged that the representations in respect of the water supply from the water authority were fraudulent misrepresentations.
- In that proceeding the now Major General Justice Greg Garde was acting as barrister for Coliban Water and he conspired with the solicitor Stephen Mark Edward and the barristers Jim Delany SC, Greg Ahern and Sharon Burchell to bring scam and sham summary dismissal application against my proceeding.
 - Summary dismissal applications seek to have a proceeding dismissed without trial because of a fundamental flaw such as offending the so called statute of limitations.
 - The so called grounds of their application was that I knew that in 1987 I knew that "THE" reticulated water supply had been laid in 1982 and my claim was therefore prohibited by the so called statute of limitations. (Appendix 16 page 34 -- only Front page, page 34 and final page copied)
 - That application depended upon;
 - Ignoring, misrepresenting and obfuscating the irreconcilable distinctions between the private reticulated supply required by the law to be present in 1979 and the unlawful supply provided by the Water Authority in 1982 in purported pursuance of the fraudulent water supply agreement.
 - Fraudulently representing that the 1982 supply from the water authority was a lawful water supply and was lawfully available to me/my land.
 - At that time of bringing that application Garde and his co-conspirators knew well that it had no chance of success in an honest and competent court.
 - That application was a flagrant scam designed to corruptly get Garde and his co-conspirators into court and yabber for a few days and have a complicit court order that they get very well paid.
- That summary dismissal application came on for hearing before Justice Robert Osborn.
- In that hearing I represented myself and I alleged that Garde and his co-conspirators did not and could not believe the grounds of their case and I alleged that Garde was a serial offender who had deceived the Administrative Appeals Tribunal in 1988
- My allegations were serious indeed and a finding for me would, at least by implication, include a finding as to my serious allegations against Garde and his from time to time co-conspirators.
- Immediately following making my allegations Osborn called an adjournment and Garde absented himself from the Courtroom and surrounds during that adjournment.
- Shortly after resumption Osborn called upon Garde to make submissions.
- Garde made submissions at pages 185 to 202 of the transcript. (Appendix 17)
- The scheme of Garde's submissions included fraudulent representations WHRD was the developer/subdivider and that as developer/subdivider WHRD had entered into a lawful water supply agreement for the lawful supply of water to the whole of the subdivision and for the use and benefit of all allotments owners and that WHRD as developer/subdivider could withhold water supply from other owners. Those parts of Garde's fraudulent submissions are at pages 193 to 198 of the transcript.
- At the time of Garde Making those submissions Osborn and Garde's co-conspirators knew that they were false and contrived.
- Those submissions by Garde were contrived as agreed between Garde and Osborn during the adjournment to provide on the record basis for Osborn's fabricated Reasons

The scheme of Justice Robert Osborn's overtly fraudulently fabricated purported Reasons for Judgment.

I will attend to the scheme of Osborn's fraudulently fabricated purported Reasons in two parts;

- Firstly those primary components which were contrived as agreed between Osborn and Garde to deny and conceal the fraud described in the Victorian Parliament and thereby deny and conceal that Garde and his co-conspirators had brought a scam application before Osborn and deny and conceal that Garde had deceived the Victorian Administrative Appeals Tribunal in 1988.
- Secondly the fabrications necessary to provide verisimilitude to the primary fraudulent fabrications.

Osborn's Primary fabricated components;

At his paragraphs 18, 74, 147 and 166 Justice Robert Osborn said; (My emphasis).

- that there was a an agreement between the timeshare company Woodleigh Heights Resort Developments P/L ("WHRD") and the Kyneton Water Board for the supply of water to the whole of the Woodleigh Heights subdivision.
- that the Water Board supplied water **to this subdivision** in 1982.
- That **the subdivider withheld water** from my land.
- That after I had purchased my land WHRD wished to compel me to sell my land back to it.
- water supply was connected to the subdivision by the Water Board in 1982, but not extended to my allotments.

Those representations by Osborn were contrived to fraudulently provide superficial appearance of legitimacy to the water supply and water supply agreement by fraudulently conveying the notions;

- That WHRD was the subdivider who by implication once owned the whole of the subdivision
- That as subdivider and while owner of the whole of the subdivision WHRD and the Water Authority entered into a water supply agreement which made water available in or at the whole of the subdivision and for use the benefit of all future owners of allotments.
- That pursuant to the agreement WHRD, as subdivider, was responsible for the internal reticulation system within the subdivision.
- That in pursuance of the Agreement and for the benefit of all allotment owners the water authority provided water to this subdivision in 1982.
- That I had purchased my land from the subdivider WHRD and WHRD then wished to compel me to sell that land back to it. (Osborn's representation that WHRD wished to compel me to sell my land back to it includes the express and necessary fraudulent representation that I purchased my land from WHRD.)
- That my land did not have water because of the benign reason that the reticulation system conveying the water did not extend to my land.
- That WHRD, as subdivider, responsible for the reticulation system had benignly not or not yet extended the reticulation system to my land.

At the time of fabricating and publishing those purported Reasons the facts known to Osborn were that WHRD was not incorporated until 1981 and that WHRD was merely my Johnny-come-lately neighbour who merely owned a few blocks and was of identical status as myself and he was aware that to the absolute exclusion of the notion of "the whole of the subdivision" the water supply agreement was an agreement to exclusively supply water to WHRD who was defined as "the consumer" and Osborn was aware that the agreement fraudulently represented that WHRD was owner or occupier of the whole of the subdivision.

By those carefully coordinated, palpably fraudulent , fabrications Osborn intended to conceal and deny the fraud and conspiracy which had been described in Parliament and to falsify my allegations by providing the appearance of legitimacy to the scam summary dismissal application brought by Garde and his co-conspirators and also legitimise Garde's 1988 misrepresentations to the Tribunal.

For those purposes it was necessary for Osborn to make such fraudulently misrepresentations as were necessary to make the water supply agreement appear lawful and to represent that the water provided pursuant to that agreement was lawfully provided to the whole subdivision and for the benefit of all owners.

Rather than concealing the fraud as intended, Osborn's purported Reasons in fact disclosed the extent of the fraud and corruption.

During the entire period since the fraud was raised in Parliament I had been absolutely mystified that the Minister for Water had not recognised that my recently incorporated neighbour could not control the water to my land and the common property and had not seen the fraud within 10 minutes of having it referred to him and I was similarly mystified that the Tribunal had accepted Garde's flagrantly false misrepresentations.

Upon recognising the scheme of Osborn's fraudulent Reasons was to provide superficial verisimilitude to the fraud by fraudulently conveying the understanding that WHRD was the subdivider I looked back at the 1988 Tribunal hearing and at the inquiry by the Minister.

When Max McDonald MLA retired he handed me his file containing documents copied to him by the Minister.

In that file was a handwritten memo which said that the Water Authority's attitude was that it entered into an agreement with the developer for a single supply to the whole property. (Appendix 20)

In that document the words "whole property" and the several occurrences of the word "developer" were underlined and marked with asterisks and were obviously considered or were to be considered important by the Minister. (Appendix 20)

The significance of this is that the solicitor for the Water Authority, Ian Lonie, advised the Minister that his instructions were that the water authority had complied with the water supply agreement and he expressed the opinion that the supply of water to my land was a question between WHRD and myself.

Manifestly Lonie's representations could not stand in the face of the facts known to him that WHRD was merely my Johnny-come-lately neighbour who only owned a few blocks of land so it can only be that Lonie made his representations in knowledge of and in dependence upon the separate representations of the Water Authority that WHRD was "the developer" who once owned all of the land would provide necessary superficial verisimilitude.

I also looked at the submissions made to the Tribunal in 1988. In that appeal the self same Ian Lonie was solicitor for the Council and Water Authority and Garde was acting as barrister for WHRD.

- As discussed above while acting as barrister for WHRD and in full knowledge of the conspiracy Garde represented that the Water Supply Agreement was lawful and enforceable.
- At the time of the hearing before Osborn that was the extent of my understanding of Garde's misrepresentations before the Tribunal.
- Upon looking at Garde's submission with Osborn's scheme in mind I found that in his written submission Garde had represented that the water supply agreement was for the provision of water to "the estate" and I recognised that that term, in the context used by Garde, had identical meaning as Osborn's representations that the water supply agreement was for provision of water to "the whole of the subdivision." (Appendix 13 page 4)
- I then noticed that at page 5 of his written submission Ian Lonie represented that the subdivision had been developed by WHRD in the late 1970's and early 1980's and that in support of that representation Lonie's submissions included a schedule of Planning Permits issued in the period 1976 until 1980. (Appendix 19 page 5) (Front page 5 and schedule only included)

Relying on those overtly false and fraudulent misrepresentations the Tribunal's written reasons for determination said that through a series of subdivisions and re-subdivisions in the period 1976 until 1980 WHRD had subdivided fifty hectares of land into 134 cluster allotments

- The problem of course is that WHRD did not exist until March 1981. (Appendix 5)

Relying on those representations and understandings the Tribunal then said that the timeshare development is supplied with water pursuant to agreements between WHRD and the Water Authority and that internal reticulation is the responsibility of the developer.

Manifestly Garde could not have contemplated or made his palpably false representations on the facts known to him unless he was pre-assured that Lonie would provide the necessary supporting superficial verisimilitude.

The chain of the fraud; from the Water Authority to Osborn;

- Ian Lonie met with the Water Authority on 10th April 1986 and at that meeting it was resolved that Lonie make representations which could not stand on the facts but which were provided superficial verisimilitude by the further and fraudulent representation of the Water Authority that WHRD was "the developer".
- On 7th March 1988 Garde made representations to the Tribunal which could not stand on the facts known to him but which were provided superficial verisimilitude by the fraudulent representations of Ian Lonie that WHRD was "the developer".
- Ian Lonie and the Water Authority used tag team fraud to deceive the minister and then Garde and Lonie used tag team fraud to deceive the Tribunal.
- In the hearing before Osborn I alleged Garde's serial corrupt conduct but at that time my knowledge of Garde's corrupt conduct was limited to Garde's side or aspect of the tag team fraud, namely his palpably false and untenable representations that the water supply agreement between my neighbour and the Water Authority was lawful and enforceable.
- Then at pages 193 to 198 of the transcript Garde made on the record fraudulent misrepresentations which included both sides of the tag team fraud, Garde said;
 - that WHRD was "*the development company*" ;and;
 - that there was an agreement between the development company and the Water Authority to bring "*that water to this land*" ;and;
 - "*that supply agreement was made with the development company, and it was as a consequence up to the development company as to whether or not other lot owners gained access to the water that that company was now receiving from the Water Works Trust*"
 - that "*under the agreement the development company had the obligation of looking after the pipes and fittings*"; and;
 - "*the development company took responsibility for the ongoing supply of water and the problem that gave rise to is that if there was a disagreement between the development company and individual lot owners then individual lot owners might not gain that access.*"
- At the time that Garde made those on the record representations both Garde and Osborn knew them to be both preposterous and palpably false.
- Then with such modification as was necessary to provide the overtly preposterous aspects with a semblance of plausibility Osborn published Garde's fraudulent and preposterous representations as comprising the primary components of his fabricated purported Reasons but which were in fact fabrications agreed to between Osborn and Garde during the adjournment on 1st November 2006 and then placed on record by Garde.
- Osborn's and Garde's agreed purported Reasons in respect of the water supply and water supply agreement could not stand without being provided superficial verisimilitude by conveying the fraudulent understanding that WHRD was the developer/subdivider who once owned the whole of the land.

Osborn and Garde's agreed purported Reasons could not be concluded from any matter, fact, thing or law and could not be concluded by any processes of reasoning. They are merely and palpably purposeful coordinated fraudulent fabrications.

Osborn's and Garde's agreed purported Reasons are so preposterously false that they could only have been contrived to deceive the uninformed and trusting and indoctrinated people of Victoria and could only have been contemplated and published in surety that their informed peers and Attorneys General would corruptly protect them as now repeatedly demonstrated.

It was only after Osborn published those agreed fraudulent misrepresentations in one document that I understood the tag team fraud which had been perpetrated against my family and me for years and which had deceived the Minister for Water and the Tribunal.

The scheme of Osborn and Garde's fabrications and their further agreed fabrications.

To reiterate a little;

- My proceeding which Garde and his co-conspirators were seeking to have struck out without trial alleged that the private reticulated water supply was a condition of the planning permit and was required by law to be present in 1979 when the Council sealed the plans of subdivision and that the Council had sealed the plans in knowledge that that reticulated water supply was not present.
- Garde and his co-conspirators had brought scam summary dismissal application which alleged that I knew that "THE" reticulated water supply had been provided in 1982.
- That scam application depended upon obfuscating the irreconcilable differences between the private water supply and the 1982 water supply from the Water Authority and those obfuscations included concealing and denying the unlawful nature of the 1982 water supply agreement and water supply.
- In the hearing before Osborn I alleged that Garde and his co-conspirators did not and could not hold a belief as to the grounds of their applications and I further alleged that Garde was a serial conspirator who had also deceived the Administrative Appeals Tribunal in 1988.

Garde and Osborn then met or telephoned each other during an adjournment and devised a scheme for purported Reasons for Judgment which were to be Published by Osborn for the purpose of denying and concealing Garde's serial corrupt conduct.

That scheme was to firstly fraudulently obfuscate and misrepresent my claim by representing that my claim was that the generic NECESSARY water supply had not been provided in accordance with the planning permit.

Then to fraudulently;

- Represent that that the planning permit did not require the provision of any water supply at all as a condition of subdivision.
- Introduce the notions of potable water and non-potable water and by fraudulent use of that distinction lead and seduce an uninformed reader to understand that the potable supply from the water authority was the NECESSARY water supply.
- Represent that in 1987 I knew that the NECESSARY potable water supply had been legitimately provided in 1982 and my claim was therefore barred by the so called statute of limitations.
- Represent that denial of access to that NECESSARY 1982 potable water supply gave rise to my claim.
- Represent that in a previous proceeding I had alleged entitlement to that NECESSARY 1982 potable water supply.
- Represent that my claim was additionally barred because I had claimed entitlement to the NECESSARY potable water supply in a previous pleading and my present claim in respect of that NECESSARY potable water supply was the subject of releases signed in that earlier proceeding.

Implementing the scheme of Osborn and Garde's agreed fabrications.

As agreed between Garde and Osborn Garde provided the necessary foundation by making on the record fraudulent submissions.

Garde was called by Osborn at line 12 of page 185 of the transcript.

Five lines later, at lines 17 to 24 of the transcript Garde said;

"....there are two of course, types of water supply that are under discussion in this pleading.

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."

By those bumbling words Garde set out that there was in fact two different water supplies which could not be confused with one another and he thereby absolutely falsified the scam grounds of the applications which he and

his co-conspirators had brought and he also introduced the notions which Osborn would extensively use to lead and seduce an uninformed reader of his fabricated reasons to believe that the potable supply from the water authority was the NECESSARY water supply.

Garde then led Osborn to a submission which accompanied the application for the planning permit and the following exchange between Osborn and Garde took place;

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

MR GARDE: It does Your Honour, yes as Paragraph 7 itself illuminates. So that - - -

HIS HONOUR: Read on then."

By that exchange Osborn corrected Garde's bumbling words and introduced the correct words for the notions of potable versus non-potable water and which words Garde had forgotten since agreeing with Osborn to use them.

Garde and Osborn then carried out a choreographed routine for the next 17 pages of the transcript.

I have already discussed the primary components of Osborn and Garde's agreed fabricated purported Reasons.

I now discuss the components which provide fabricated grounds to dismiss my proceeding without trial and which provide verisimilitude to the primary components.

- At paragraph 21 Osborn said that my claim was in respect of NECESSARY water supply.
- At paragraph 69 Osborn said that it was abundantly clear that I knew that the reticulated water supply contemplated by the application for planning permit was not a potable supply from the water authority.
 - That exact representations was choreographed between Osborn and Garde at page 200 of the transcript.
- Osborn then used the otherwise irrelevant notions of potable and non-potable at 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), 181(d) and in various contrived footnotes to lead an uninformed reader of his and Garde's contrived Reasons to believe that the potable from the water authority was the lawful and NECESSARY water supply
- At his paragraph 169 Osborn transcribed paragraphs 25, 27, 30, 33, 112 and 113 from a letter written by me to the Council and Water Authority in 1987.
- Then at his paragraph 170 Osborn said "*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.*"
- What the little fraudster Osborn didn't say was that he omitted paragraphs 31 and 32 of that letter, i.e. the paragraphs between the paragraphs 30 and 33 transcribed by him and which paragraphs set out the unlawful nature of the water supply agreement and the unlawful nature of the water supply. I reproduce those omitted paragraphs immediately below. (that letter was printed on a 1979 paper tiger tractor feed dot matrix printer.)

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.

Osborn's is simply a crass and flagrant, utterly corrupt, worm of a fraudster, a cockroach of democracy. At the time of writing his paragraph 170 the fact known to him was that my 1987 letter in fact demonstrated that the water supply agreement and the water supply were unlawful and fraudulently provided.

Then in his summary at paragraph 180, under the heading "In summary" Osborn relied on his flagrantly fraudulent misrepresentations and said;

- The plaintiffs were aware in 1987 of the fact of such potable water supply by the Water Board;
- (e) There is no evidence the defendants concealed relevant facts;
- (f) There is no evidence of new facts on the basis of which the plaintiffs could seek to avoid the limitations defence;

By those absolutely fraudulent fabrication Osborn fraudulently purported to find against me.

The balance of Osborn's purported Reasons are nothing more than a crassly cobbled together farrago of purposeful bald faced lies, for example at his paragraphs 72, 158, 160, 161 and 163(b) Osborn represents that the allotments could not be used for residential purposes. Osborn made these representations by relying on an erroneous document while sitting in his office and feverishly concocting his Reasons without submissions. The truth also set out in the documents before Osborn is set out in the documents filed with the Titles Office, see appendix 4. The first page of appendix 4 sets out the status in 1979 and he second page sets out the position after cluster-redevelopment pursuant to a 1980 Planning Permit. Both designate the use of all allotments as including residential at all times.

Osborn also fabricated his Reasons to conceal the conduct of the now Justice John Middleton, details of that conduct are in the you tube video entitled "Justice Greg Garde v Justice John Middleton - scam on scam." And which video is available on my website.

Subsequent conduct;

Osborn published his and Garde's agreed Reasons on 29th November 2006 and adjourned until 7th December 2006.

The purported Reasons for Judgment agreed to between Osborn and Garde are an overt criminal fabrication which are contrived to conceal and deny serial instances of criminal conduct of the now Major General Justice Greg Garde and his from time to time co-conspirators.

On 7th December 2006 I told Osborn to his face that he was a fraudster.

On 7th December Osborn made his orders against me including that I pay Garde and his co-conspirators punishing indemnity costs.

In the circumstances the fact known Osborn and Garde and Garde's co-conspirators was that their application for and Osborn's awarding of those costs was a case of court ordered criminal extortion.

I then appealed Osborn's orders to the Victorian Court of Appeal.

Osborn then conspired with at least Garde's instructing solicitor, Stephen Mark Edward, to fraudulently fabricate and utter fabricated orders and sealed Authenticated Order documents of the Supreme Court of Victoria.

Those fraudulently fabricated orders and sealed Authenticated Order documents fraudulently represented that Osborn's orders were made on 29th November 2006 and were contrived to pervert the course of Justice by rendering my appeal invalid by reason of being filed out of time.

My appeal was not an appeal which alleged mistake or error of fact or law, my appeal alleged that Osborn had fabricated his Reasons and subsequently also alleged that he had fabricated orders and sealed Authenticated Order documents

Court of Appeal Justices Buchanan, Neave, Mandie, Redlich and Beach were well aware of abundant unequivocal evidence that that Osborn and the practitioners who appeared in the proceeding had done exactly what was alleged by me. Each Court of Appeal judge bald faced lied and denied the fact of that evidence of that conduct.

The details of Osborn's fabricated orders and sealed Authenticated Order documents are available in the you tube video entitled Justice Robert Osborn - Fabricated Orders and which video is available on my website <http://courtsontrial.com>

Some detail of the conduct of the Court of Appeal judges is also included in that video.

The corrupt conduct of Attorney General Robert Clark.

- By letters dated 1st July and 19th September 2014, in the face of the provisions of s.91 of the Commonwealth Broadcasting Services ACT 1992, the then Attorney General, Robert Clark, conspired with the assistant government solicitor, Stephen Lee, to misrepresent fact and law for the purpose of maliciously intimidating my internet content host and his hardware lessor for the purpose of having them remove the evidence of corruption in the judicial system from the web and thereby conceal that evidence from people of Victoria. (See appendix 21 & 22 herewith)
- s.91 of the Broadcasting Services ACT 1992 unequivocally limits the liability of internet content hosts so for the purpose of their misrepresentations Clark and Lee represented my internet content host to be an internet platform provider within the meaning of the precedent cases wrongfully relied on by them.
- At the time of writing those letters Clark and Lee were well aware that Osborn and Garde had behaved exactly as alleged by me and that I was proudly the person responsible at law for the material on my website and In between their letters, by letter dated 7th July 2014 and separately sent to Clark and to Lee I undertook to remove or amend anything which was not reasonably founded on the material set out on my website.
- Clark and Lee did not respond to me and maliciously persisted with their second letter of wrongful intimidation with the predictable result that the my internet content host's business and the welfare of his family was placed at risk when his hardware provided was successfully and maliciously intimidated. Significantly it was Clark who appointed Garde a Judge of the Supreme Court. (Appendix 23)
- Full details are on my website.

Conclusion;

As postulated by the great philosopher Plato, overt criminals of the ilk of Garde and Osborn and Garde's co-conspirators are the predictable product of the safety provided by the assured protection and concealment of their peers and Attorneys General of the ilk of Clark

Your duty to the people of Victoria is clear.

Osborn and his criminal ilk flourish because no-one has the courage and integrity to stand against them.

The ability of the Court and the Attorneys General and the Government to continue to conceal these things is inversely proportionate to my developing skills and contacts to publicise the corruption and in the fullness of time I will absolutely expose every apologist as well as the heinous crooks of the so called justice system.

I await your response.

Yours Faithfully

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

Glenn Thompson