

Deed of settlement

Glenn Alexander Thompson and Cheryl Marie Thompson
(**Customers**)

Westpac Banking Corporation (**Bank**)

MinterEllison

L A W Y E R S

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Deed of settlement

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Details

Date

12TH NOVEMBER 2009

Parties

Name **Glenn Alexander Thompson and Cheryl Marie Thompson**
Short form name **Customers**
Notice details Mr Thompson Mrs Thompson
14 Coutts Street Unit 8, 21 Hill Street
Bulimba QLD 4171 Orange NSW 2800

Name **Westpac Banking Corporation ABN 33 007 457 141**
Short form name **Bank**
Notice details Attention: Nick Anson
Minter Ellison Lawyers
525 Collins Street
Melbourne VIC 3000

Background

- A In or about 1980 CBAL provided the Loan to the Customers and the Customers provided the Mortgage of the Property to CBAL.
- B By reason of *The Commercial Bank of Australia Limited (Merger) Act 1982 (Vic)* the interests of CBAL in respect of the Mortgage and Loan were assigned to the Bank.
- C The Customers have not made the repayments required by the Loan and the Loan is in default with \$1,244,996.47 due and payable by the Customers to the Bank as of 23 October 2009.
- D The Customers have made various allegations about the conduct of CBAL and the Bank in relation to the Loan, Mortgage and Property which include the Allegations. The Allegations are denied by the Bank.
- E In order to avoid the costs, inconvenience and the uncertainty of litigation, the parties have agreed to settle the Allegations and compromise the obligation to repay the Loan on the terms set out in this Deed without any admission of liability by any party.

Agreed terms

1. Defined terms & interpretation

In this Deed unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Deed;
- (b) the singular includes the plural and vice versa;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) where there are two or more persons bound or to be bound an agreement or obligation binds those persons severally and any two or more of them jointly;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns;
- (f) a reference to a document or deed, including this Deed, includes a reference to that document or deed as novated, altered or replaced from time to time;
- (g) a reference to any thing includes the whole or part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (h) a reference to dollars or \$ is a reference to Australian dollars;
- (i) words and expressions importing natural persons include partnerships, bodies corporate, associations and public authorities;
- (j) **Allegations** means all allegations of fraud, misconduct, breach of the Loan or the Mortgage, misleading and deceptive conduct, misrepresentation, unconscionable conduct, undue influence, failure to notify, or any other improper act or omission of CBAL, the Bank and each of their Related Parties in relation to the Loan, Mortgage and Property, including that set out:
 - (i) in the underlined text in the document annexed and marked "A"; and
 - (ii) on the internet website <http://www.courtsontrial.com> as of 23 October 2009;
- (k) **CBAL** means The Commercial Bank of Australia Limited;
- (l) **Claims** includes actions, suits, causes of action, debts, dues, costs, claims, liabilities, demands, damages, losses, costs and expenses of any description, decisions, judgments and orders either at law or in equity or arising under any statute;
- (m) **Loan** means the loan for the amount of approximately \$47,000 by CBAL to the Customers entered into in or about 1980 for the purpose of acquiring the Property;
- (n) **Mortgage** means the Victorian registered mortgage J619557;
- (o) **Property** means the Victorian property certificate of title volume 9408 folio 064;
- (p) **Related Parties** means the party's past, current and future employees and agents and, if a corporation, its associates (as defined in the *Corporations Act 2001*(Cth));
- (q) **Website** means any internet site or page which is controlled, operated or authored by the Customers or one of the Customers and includes the internet site <http://www.courtsontrial.com>.

2. Conditional release of Mortgage

2.1 Conditional release of Mortgage

If, within 12 months after the date of execution of this Deed, the Customer pays or causes to be paid the sum of \$90,000 (**Settlement Sum**) to the Bank in accordance with clause 2.2, then:

- (a) the Bank will accept the Settlement Sum in full and final settlement of the Loan; and
- (b) the Bank will provide to the Customers an executed discharge of the Mortgage and the duplicate certificate of title for the Property.

2.2 Payment of settlement sum

The Settlement Sum must be paid by way of a bank cheque made payable to 'Westpac Banking Corporation'.

2.3 Bank to be given information regarding sale process

The Customers must provide the Bank with written reports 3, 6, 9 and 12 months after the date of execution of this Deed which detail the progress of any sale process and prospective purchasers in relation to the Property.

The Bank may also at any time request the Customers to provide information or respond to the Bank's questions regarding the sale process and prospective purchasers of the Property and the Customers must promptly provide a detailed response to such requests.

2.4 End date for giving information to the Bank

The obligations of the Customers under clause 2.3 will come to an end upon the payment of the Settlement Sum.

3. Non-disclosure of Allegations

3.1 Removal of online material

The Customers agree to remove from the Website within 14 days of execution of this Deed all references to the Allegations, CBAL and the Bank and each of their Related Parties (including any of their past and current employees and agents).

3.2 Agreement not to publish, publicise or disclose

The Customers covenants not to publish (including on the internet), publicise or disclose or permit to be disclosed either directly or indirectly the Allegations except with the express written consent of the Bank or to the extent required by law.

4. Consequences of default

4.1 Monies due and payable and enforcement of Mortgage

If the Customers default with respect to any obligation under this Deed, the Bank shall be entitled and the Customers consent to all monies owed under the Loan being immediately due and payable and the Bank being entitled to take any steps in relation to the enforcement of the Mortgage notwithstanding the expiry of any limitation period including any period in the *Limitations of Actions Act 1958 (Vic)*.

5. Release

5.1 Release of Bank and CBAL

The Customers absolutely and irrevocably releases and forever discharge the Bank and CBAL and each of their Related Parties from all or any Claims which they have or but for the execution of this Deed may have had against the Bank and CBAL and each of their Related Parties in relation to the Loan, Mortgage and the Allegations and any associated matters including any matters in relation to or involving in any way the Property.

5.2 Covenant not to sue Bank and CBAL

The Customers covenants with the Bank and CBAL and each of their Related Parties that they will not make any Claims against the Bank and CBAL and each of their Related Parties in relation to the matters the subject of the Allegations and any associated matters including any matters relation to or involving in any way the Property.

6. Absolute bar

This Deed may be pleaded and tendered by any party as an absolute bar and defence to any proceeding brought in breach of the terms of this Deed.

7. Confidentiality

The terms of this Deed are confidential. A party must not disclose or permit to be disclosed either directly or indirectly the terms of this Deed or details of any discussions or negotiations between the parties in relation to this Deed except:

- (a) with the express written consent of each other party;
- (b) to the extent required by law;
- (c) on a confidential basis to their insurers (if any) or professional advisers or their Related Parties;
- (d) in the case of breach of any of the terms of this Deed; or
- (e) for the purpose of making a claim against any other person.

8. Costs

Each party must pay its own costs of negotiating, preparing and executing this deed.

9. Goods and Services Tax

9.1 Interpretation

Words or expressions used in this clause 9 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

9.2 GST inclusive amounts

All amounts payable or other consideration to be provided for a supply made under or in connection with this deed are inclusive of GST and the amount or consideration will not be increased for any GST payable.

9.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is reduced by any input tax credit the other party is entitled to for the loss, cost or expense.

9.4 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this deed until it receives a tax invoice for the supply to which the payment relates.

10. General provisions

10.1 Governing law

The law of Victoria governs this deed and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria.

10.2 Entire agreement

This Deed embodies the entire agreement between the parties to this Deed in respect of the subject matter of the Deed.

10.3 Severability

Part or all of any provision of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining provisions of this Deed continue in force.

10.4 Counterparts

This Deed may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

10.5 Professional advice

Each of the Customers warrant that they have been provided with the opportunity to obtain professional independent legal and financial advice in relation to this deed.

10.6 Non-execution

This Deed shall be binding on all parties who execute it notwithstanding its non-execution by any other party.

The remainder of this page is intentionally left blank. The next page is the signing page.

Signing page

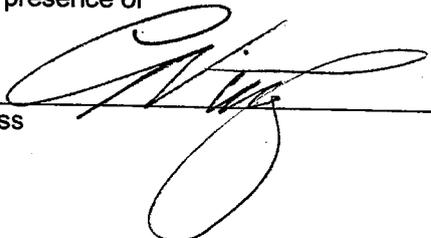
EXECUTED as a deed

Signed, Sealed and Delivered by Roderic Leigh Tyson who holds the position of Tier Three Attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney dated 17 January 2001, a certified copy of which is filed in the Permanent Order Book No.277, Page 016.



Signature
By executing this agreement the attorney states that the attorney has received no notice of the revocation of the power of attorney.

In the presence of

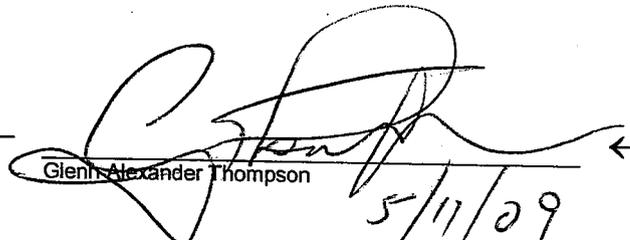


Witness

Signed sealed and delivered by Glenn Alexander Thompson in the presence of



Signature of witness



Glenn Alexander Thompson
5/11/09

Paul Thompson

Name of witness (print)

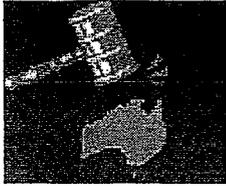
Signed sealed and delivered by Cheryl Marie Thompson in the presence of

Signature of witness

Cheryl Marie Thompson

Name of witness (print)

Annexure



Courts on Trial

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Crooks - Double Dealing in land - Part 2.

Buchanan and Palmer Stevens & Rennick were Crooks.

They were ably assisted by General Credits Limited and the Commercial Bank of Australia. (now AGC and Westpac)

(Note:- This does not reflect in any way on the present principals or employees of Palmer Stevens & Rennick. These things are limited to conduct during the period 1979 to 1990)

This page should be read after the Con Man page and Crooks Double Dealing in Land - Part 1 page.

(The Commercial Bank of Australia merged with the Bank of New South Wales in 1982 to form Westpac at that time AGC was part owned by Westpac. General Credits Limited which was the consumer finance subsidiary of the CBA was subsumed or otherwise merged with AGC. The transactions set out below directly involved the CBA and GCL before the merger and then Westpac and AGC subsequent to the merger.)

In 1979 and the early 1980's Buchanan was a substantial property developer, he had hundreds of blocks of land under development in and around Kyneton, these developments were financed by the CBA, GCL and PS&R Nominees which was the finance arm of the solicitors Palmer Stevens & Rennick ("PS&R"). Subsequently after the timeshare company Woodleigh Heights Resort Developments Pty. Ltd. began trading GCL and PS&R Nominees were also financiers to WHRD. In addition GCL and subsequently AGC provided consumer finance for the sale of timeshares at Woodleigh Heights. They each had heavy financial exposure to Buchanan and his dealings.

After learning of the double dealing in land referred to on

Notice

The assertions on this website are assertions as to my opinions. My opinions are founded on the evidence provided on this website.

My assertions are not assertions of fact.

Readers should **reject** my assertions and then form their own opinions from the evidence provided.

My opinions and evidence as to my opinions were substantially before the Supreme Court of Victoria and are a matter of public record.

Justices Neave and Mandie declined to adjudicate on whether or not my opinions, expressed as allegations, are "unfounded".

This website is provided as a matter of public interest and public importance. Nothing is more important than the proper administration of justice. It is the cornerstone of our democracy.

Credits

the Double Dealing Part 1 page and learning that Buchanan did not own the Tylden Rd when he first purported to sell it to me [see conman page] I conducted my own research, the following sets out the relevant facts as I now know them to be. (excluding the involvement of the Council and Water Authority which is set out elsewhere on this website.)

- On 18th September 1979 Buchanan applied for a planning permit to subdivide the Tylden Rd land into 18 residential and six industrial allotments. At that time Buchanan did not own the land and the owners authorisation was not filled in on the application.
- In October 1979 I agreed to purchase the Tylden Rd land from Buchanan. At that time Buchanan represented:
 - That he owned the land
 - That plans of subdivision had been filed with the Titles Office subdividing the land into;
 - 18 Residential allotments
 - 6 Industrial allotments
 - the industrial allotments were valued at \$12,000 each.
 - the residential allotments were valued at \$16,500 each.
- In support of these representations Buchanan provided me with a copy of a letter of valuation addressed to the CBA Bank 235 Elizabeth Street Melbourne.
- On 27th October 1979 I paid Buchanan \$16,000 which together with \$500 previously paid to him represented 10% of the agreed price of \$165,000
- On 27th October Buchanan brought contracts to me for signature. The contract provided for:
 - Interest of 10% on the unpaid balance.
 - The balance to be due in two years time, the 1st November 1981.
- Buchanan offered to pay all legal fees for the transaction on condition that I use his solicitor, Graeme Bolton of PS&R. I refused this offer and took the contract direct to my solicitor. Buchanan retained his signed copy. The contracts were not dated at this time.
- Within a day or two of my refusing to use PS&R Buchanan represented that the sale should not go ahead at that time as it would cause a problem with

the subdivision which (according to Buchanan) was still going through the titles office.

- I agreed to cancel the Tylden Rd contract and instead purchase 10 allotments on the Woodleigh Heights Subdivision.
- The Tylden Rd contract was cancelled and the deposit monies applied in relation to the new Woodleigh Heights Contract. The Woodleigh Heights Contract was signed on or about 1st November 1979.
- I agreed to Buchanan's proposal that I use his solicitor for the Woodleigh Heights transaction and Buchanan retained both contracts to deliver to PS&R.
- By Notice of Assignment dated 20th November 1979 I was informed that Buchanan had assigned the Woodleigh Heights contract to GCL.
- On 3rd January 1980 Buchanan then assigned the cancelled Tylden Rd contract to the CBA Bank. The transaction occurred through the 235 Elizabeth Street Branch where a Mr. Ron Kerr was manager. Kerr regularly visited Buchanan's home at Whittlesea.
- The Deed of Assignment recites that the (cancelled) contract is dated 26th November 1979. The Transfer of Land by which Buchanan obtained the land is dated 23rd November 1980.
- On or about 8th January 1980 the CBA bank lodged with the Titles Office a caveat dated 4th February 1980. The caveat purports to be pursuant to the (cancelled) contract.
- **Neither Buchanan or the CBA gave me notice of the purported assignment. Both Buchanan and the CBA kept the purported assignment secret.**
- On 7th February 1980 Buchanan purported to sell Lot 16 of the residential portion of the Tylden Rd land to a Mr. Ross Nicholls and he also purported to sell Lot 6 to a Mr & Mrs Lance Nicholls [second page]. Ross Nicholls was a non legal bookkeeper employee of PS&R and Lance Nicholls was Ross Nicholls' father. PS&R and Buchanan were plainly aware of the fact of the assignment of the cancelled contract to the CBA and the consequent

caveat evincing the same.

- The sales to the Messrs Nicholls were in breach of section 9 of the Sale of Land Act 1962. [details]
- On or about 12th February 1980 Buchanan filed with the Council a plan which divided the industrial portion and the residential portions of the Tylden Rd land. He also filed a single plan showing all six industrial allotments and a further single plan showing all eighteen residential allotments.
- On 4th March 1980 Buchanan filed a series of unlawful plans of subdivision in relation to both the industrial and residential portions of the Tylden Land. These plans were contrived to avoid section 9 of the Sale of Land Act 1962. [details]
- Upon filing the contrived plans, on 4th March 1980 Buchanan and PS&R purported to give the Messrs Nicholls possession of the allotments purportedly sold to them. [see lower right of document] All while the self same land remained subject to the (cancelled) contract purportedly assigned to the CBA and not yet subdivided.
- In about August/September 1980 Buchanan informed me that he wished to build a Retirement Village on the Woodleigh Heights subdivision and he wanted to repurchase all of the Woodleigh Heights land which he had sold. He said that the Tylden Rd subdivision was through the Titles Office and that he had sold two allotments to raise the money for the roads and water mains. He proposed that if I purchased the industrial portion and 15 of the 18 residential allotments he would then repurchase the Woodleigh Heights land from me and he would construct the roads and water mains to the Tylden Rd land. He retained a third Tylden Rd allotment for the purpose of also selling it to pay for the roads and water.
- Buchanan explained that he was short of liquid funds (notwithstanding that he had hundreds of blocks of land under development) and that he could not complete the sales of the Tylden Rd allotments already sold **or sell the rest of the Tylden Rd residential allotments to me** until he provided Bank Guarantees to the Council and Water Authority and he asked if I would provide those guarantees so that the transaction could proceed. The Guarantees were purportedly to guarantee his supposed obligation at law to

construct the roads and water mains.

- Buchanan said that he had already arranged all the necessary finance for these things to occur so I agreed to his proposition.
- Buchanan explained that he had already arranged that the CBA bank would provide the Bank Guarantees secured by a mortgage over the industrial portion and that once those guarantees had been provided he could then sell the individual residential allotments to me and that the CBA bank would finance the purchase of some of those allotments and that PS&R would finance the remainder.
- Buchanan explained that he would transfer the Industrial portion to me with a mortgage back to him and that he would then lift that mortgage free of charge once I had purchased the balance of the residential allotments.
- The sale/transfer of the Industrial portion was conducted by PS&R. To facilitate this transaction on 26th September 1980 PS&R wrote to the CBA requesting a partial release of the caveat which the bank had lodged in relation to the (cancelled) contract. **The wording of this letter is most interesting and revealing.**
 - PS&R knew full well that the caveat existed and the reason for it. PS&R had acted in the sale of some of the land to their employee Ross Nicholls and Ross' father Lance. Plainly they knew the status of the land.
 - The letter states that the reason for the request is that the industrial portion (Lot 1) **has been sold** and that PS&R are acting in that sale. Again plainly PS&R knew that status.
 - The letter states "*Mr. Buchanan advises that you have lodged a caveat*". This is an attempt by PS&R to distance themselves from knowledge of the fact of the caveat and the reason for the caveat yet it is plain that PS&R must have been aware of the caveat and the reason for it. PS&R were fully aware that they and Buchanan were effectively engaged in the multiple sale of land and the fraudulent raising of funds by means of assignment of cancelled contracts and sales in breach of

section 9 of the Sale of Land Act 1962.

- In response to the letter of 26th September 1980 the CBA bank provided PS&R with a partial release of caveat and it did so in full knowledge that the purpose of that release was to facilitate a further sale of the land which was subject to the (cancelled) contract which had been fraudulently assigned to it.
- Substantial Interest payments were due under the terms of the (cancelled) assigned contract. The CBA did not request or receive any interest payments from me.
- Sometime in late September / Early October Buchanan took me to the Thomastown branch of the CBA where I met the manager, a Mr. John Muscat. Muscat had all necessary documents already prepared and he claimed to have valued the land. He had valued the industrial portion as consisting of 6 separate industrial allotments capable of being individually sold. The truth however is that the plans of subdivision which had been lodged were unlawful and had been contrived to avoid section 9 of the Sale of Land Act. The Bank and Muscat, as experts in property must have been aware of the truth. The true value of the property was less than 1/12 of the \$65,000 which Buchanan had paid for the whole of the Tylden Rd land or a maximum of about \$5,000
- The CBA Bank secured a \$47,000 mortgage on property which it must have known was only worth about \$5,000.
- A short while later the bank provided the finance for me to purchase some of the Tylden Rd residential allotments while PS&R Nominees provided the finance for the remainder of the 15 purchased by me. As set out above Buchanan had already sold two of the lots and he retained a third for further sale to realise the funds to construct the roads and water mains.
- It is clear that the Bank must have paid itself to secure the further release of the residential allotments from the caveat relating to the (cancelled) contract of sale. The bank must have also provided release of the lots financed by PS&R Nominees and the allotment retained by Buchanan.

- Buchanan did not repurchase the Woodleigh Heights land and he did not construct the roads and water mains to the Tylden Rd land.
- In early 1981 I learned that Buchanan was in fact planning a timeshare resort for the Woodleigh Heights Land and in March 1981 Woodleigh heights Resort Developments P/L was incorporated for that purpose.
- Lot 28 of the Woodleigh Heights land was essential to the first stage of the timeshare resort and that lot had been sold to me and was subject to the contract which was assigned to GCL. I was confident that Buchanan would repurchase the Woodleigh Heights land and in addition I had a lever to ensure that he constructed the roads and water mains on the Tylden Rd land.
- In about mid 1981 Buchanan approached me to purchase Lot 28 alone. I refused unless he also signed contracts to purchase all 10 allotments. I also indicated that he should construct the roads and water mains on the Tylden Rd land.
- By contract dated 12th August 1981 Buchanan sold Lot 28 to WHRD. PS&R acted in this sale. Plainly Buchanan and PS&R were aware of the sale to me and the assignment to GCL. This sale was fraudulent, Lot 28 remained subject to the contract to me.
- The Woodleigh Heights contract which was assigned to GCL was due for settlement on 1st November 1981. I applied for refinance with GCL. This finance was approved by head office but the branch never informed me of that approval but instead advised me that it was still under consideration.
- During the delay in refinancing I applied to my bank at Whittlesea for a loan to pay out the assigned contract.
- On 1st December 1981 Buchanan signed an option to purchase my Woodleigh Heights land including Lot 28 for \$30,000 per lot.
- On 16th December 1981 GCL provided Buchanan and PS&R a partial withdrawal of caveat thereby facilitating the completion of the sale by Buchanan of Lot 28 to WHRD.

- Also on 16th December 1981 Lot 28 along with other allotments was transferred to WHRD.
- The transfer of land records that seven of the ten titles subject to the transfer including Lot 28 (Volume 9171 Folio 714) were to be released to GCL [see bottom of second page and handwriting towards top left of first page] Plainly GCL financed at least part of the transaction where Lot 28 was sold to WHRD while remaining subject to the contract to me. The transfer of land was filed by PS&R who were also manifestly aware these things.
- GCL were financiers to WHRD and were fully familiar with the development of the timeshare Resort. GCL was also consumer credit provider to WHRD for the sale of timeshares. GCL was also fully familiar with the fact that Lot 28 was required for the 1st stage of the timeshare resort.
- My bank approved the loan to pay out the contract and immediately upon being told the Manager of GCL offered a new loan on better terms than that previously offered and also better than my bank.
- The finance offered by GCL involved refinancing using nine of the Woodleigh Heights allotments as collateral thereby leaving Lot 28 unencumbered to be sold to Buchanan as per the option agreement which GCL was also aware of. I agreed with this proposition and made fresh application for refinance on that basis. This option gave me additional working capital once Buchanan purchased Lot 28 for \$30,000 as per the option agreement.
- On 26th January 1982 GCL approved the new loan on the terms suggested by it. All 10 allotments were to be transferred to me and the new loan secured by registered 1st Mortgage over 9 of the allotments and repayments made from sale of allotments pursuant to the option of 1st December 1981.
- Although accepted by me the new loan was never settled. Initially GCL blamed delays on various things but on one occasion an employee let slip that a title was missing from the securities envelope. Thinking it was merely misplaced I was not concerned at that stage.. Manifestly Bill McLean the manager who had signed the partial withdrawal of caveat was aware of the truth and

the true reason why the loan was not settling. He had disposed of Lot 28.

- In March April 1982 the things set out on the Crooks - Double Dealing - Part 1 page of this website occurred and I learned of the fact of the sale of Lot 28 to WHRD..
- Immediately following discovery of the crookery and confronting Buchanan and PS&R about them the things set out on the Coordinated Fraud page began to occur.
- Shortly after this the CBA became Westpac and GCL became AGC.
- Pursuant to the coordinated fraud the Council and Water Authority called upon my Bank Guarantees in late 1982. In early 1983 I went back to my original solicitor and learned of the crooked plans of subdivision contrived to avoid section 9 of the Sale of Land Act 1962 and I also learned that Buchanan did not own the Tylden Rd land when he first purported to sell it to me. As a consequence of these things I did my own investigations which eventually led to the discovery of the assignment of the cancelled contract to the CBA.
- Because GCL had disposed of Lot 28 I lost my lever over Buchanan and he never did construct the roads and water mains to the Tylden Rd land.
- The saga continues to the present day. But enough said on the past for the moment.
- In 1985 I approached Westpac about its involvement in these things, after very heated discussion following initial refusal the Chief Legal Officer of Westpac, Mr. Neil Pritchard agreed to answer questions put to the bank. My list of questions is here and the written answers of Westpac here.
- The bank's answers to my questions are most revealing. For example:
 - my question 16 asks why the bank did not advise me of the assignment.
 - The bank's answer is "there does not appear to be any legal obligation for an assignee to notify a purchaser of an assignment of contract of sale"
 - This answer is deceptive and I would say dishonestly so;

- the fact known to the bank is that what is being assigned is the purchasers obligation to pay and while there is no duty at law to give notice of assignment the fact is that, at law, there is no assignment unless the purchaser is aware that his obligation has been assigned.
 - In this case the bank was fully aware that there was in fact no assignment
- The bank and particularly Buchanan's friend, Ron Kerr, the Manager 235 Elizabeth Street knew full well it had taken assignment of a cancelled contract and it acted accordingly to conceal that fact from me.
 - The bank and particularly Buchanan's friend John Muscat, had provided finance to me, not as an arms length transaction, but one designed and intended to reduce the banks exposure to Buchanan.
 - I advised the bank that it had acted fraudulently and had contributed to my great loss and suffering and that I would never pay the monies owing to it.
 - Since that time the Bank has never demanded the monies owed. The Bank is now prevented from demanding the money because of the operation of the Limitation of Actions Act.
 - At some point John Muscat left the bank and became a direct business partner of Buchanan. [see page 2 under heading "Directors of Manager"]. Muscat's relationship with Buchanan never was arms length. Buchanan called him "Father Christmas" because he granted Buchanan's wishes; Note also:
 - The timeshares offered by Club Kirribilli were offered in conjunction with a share in land
 - the land being offered was leased to Club Kirribilli and the land concerned is set out in the schedule to the lease between Petite P/L and Club Kirribilli [see schedule]
 - The allotments owned by Petite and leased to Club Kirribilli include all of my Woodleigh Heights allotments which I lost as a consequence of the greater fraud set out on this website.[Details]
 - After discovering the double dealing in relation to Lot 28 of the Woodleigh Heights land GCL and

myself were effectively locked together. GCL could not perform on the contract and it could not settle the loan which had been approved by it and accepted by me. The transfer of land it held included Lot 28 and Lot 28 was gone. I obtained a further transfer for the remaining 9 allotments from Buchanan and delivered it to GCL.

- At the time of approving my refinancing GCL was fully aware that it was incapable of settling the loan. Lot 28 had already been disposed of.
- Shortly after this, in 1982, Buchanan was effectively sacked as a director of WHRD and for a short while before the greater fraud I enjoyed cordial relationship with the remaining directors.
- I engaged a lawyers, Stephen Maule & Co, to act for me in relation to what had occurred but after a short while I ran out of cash to pay them. They then held what little documentation I then had in escrow as security for their costs. I was hamstrung.
- Some time thereafter GCL became AGC and AGC embarked on a campaign of phone threats. In early 1983 WHRD indicated it wished to purchase the Woodleigh Heights land from me and it became essential that I normalise the situation. I obtained the assistance of a wealthy friend and approached AGC. My friend advised AGC that he would put up whatever was necessary to obtain a new loan. **Bill McLean the manager of AGC became enraged and pushed my friend up against the wall of McLeans office while saying "you will get me the sack". [see letter from my friend]**
- As I now know Buchanan was demanding that AGC foreclose on me and effectively hand the remaining 9 lots back to Buchanan. On what I now know this appears to be precisely what AGC or at least Bill McLean was attempting to engineer and the intervention of my friend interfered with that plan.
- In may 1983 with the assistance of my friend a new loan was obtained. Because my friend had put up his house and guarantees as collateral the new loan was in the name of a company which my friend and I were directors of. To facilitate the new loan the contract between Buchannan and I as assigned to AGC was cancelled and the land transferred to our company Woodleigh Heights Marketing P/L.

- WHRD subsequently entered into contracts of sale to purchase the land but then defaulted on those contracts. As detailed elsewhere on this website the Council and Water Authority then stepped in to complete the fraud so ably begun by the CBA, GCL, Buchanan and PS&R. Buchanan had everyone except me in his pocket.
- I tried for a long period to have AGC acknowledge its role in these things. These attempts culminated in me putting a series of questions to the Directors of AGC. Mr. Robson, the Group General Manager, responded on behalf of the directors.
- AGC's answers were as wrong and deceptive as those of Westpac.
 - AGC's Directors, via Mr. Robson represented the things forced upon me by the fraud of GCL/Westpac, i.e. the provision of new transfer of land and the cancellation of the contract, as my acceptance of what occurred. The fact known to them at the time was that I never did accept what occurred. It was deceitful and fraudulent and AGC, like Westpac has denied and avoided liability.
- Buchanan's double dealings depended upon all transactions being handled by Palmer Stevens & Rennick and the secrecy of the others involved. If it were not for the fact that Mr. Lim walked into the office of WHRD while Buchanan was overseas the fraud and double dealing initiated by Buchanan with the assistance of the CBA and GCL may well have never been discovered. AGC could have foreclosed or Buchanan could have repurchased without me ever becoming aware.
- Had the CBA and/or GCL been open and honest about these things I likely would not have lost everything including my home and my business at the time. They instead concealed their dealings and then when discovered by me Westpac and AGC were less than honest.
- The totality of the fraud and deception now set out on this website is monstrous and should be of concern to all citizens.

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Courts on Trial --- This website is authored and maintained by Glenn Alexander Thompson

