

28th April 2016

Mr. David Gonski AC
Chairman of Directors
ANZ Bank
ANZ Centre
10/833 Collins St
Melbourne VIC 3000

Dear Mr. Gonski.

The ANZ Bank and its directors, Silent in the face of Overt Corruption.

By individually addressed registered mail of 20th August 2015 I wrote to each director of the ANZ Bank, including yourself.

In that letter I provided unequivocal evidence of flagrant criminal and corrupt conduct and in particular that in 2006 Justice Robert Osborn fabricated Reasons for Judgment which were contrived to deny and conceal the flagrant fraudulent circumstances of and surrounding the 1989 mortgagees sale of my land by MCL Finance P/L which at that time was a subsidiary of the ANZ Bank.

Those fraudulent circumstances included the crass fraud and conspiracy which was accurately described in the Victorian Parliament by Max McDonald MLA. MCL Finance and I were joint victims of that fraud.

Osborn's purpose was to deny and conceal that in 1988, MCL's solicitor, John Norman Price conspired with the now Major General Justice Greg Garde to pervert the course of justice by denying and concealing that crass fraud.

My previous letter strongly required that you and your fellow directors stand with me against that corrupt conduct. Neither the bank, yourself or any of the directors replied at all and each failed and effectively refused to stand against that overt corrupt conduct.

I have now published a you tube video entitled "ANZ Bank directors Silent in the face of overt corruption" That video sets out the crass fraud and the corrupt conduct and the fact of the silence of the bank, yourself and the other directors.

That video is available on my website <http://courtsontrial.com>. A screen capture from that video is immediately below.



I now demand that you and your fellow directors make authoritative statements as to the circumstances of and surrounding the 1989 mortgagee's sale of my land.

My specific requirements of you are set out further below and after I summarise the things set out key aspects of the things set out in my earlier letter and in the abovementioned video.

In plain language the key parts of the matters and things set out in my earlier letter and in the abovementioned video are as follows.

- In the period 1984 to 1990 MCL was my mortgagee in respect of 18 allotments within the cluster subdivision registered number CS1134.
- In that entire period the predecessors to Macedon Ranges Shire Council and Coliban Water and the timeshare company Woodleigh Heights Resort Developments P/L fraudulently represented to the effect that pursuant to a Water Supply Agreement dated 1st January 1982 water was provided to the timeshare company and that pursuant to the agreement the timeshare company controlled the water supply and reticulation system within the cluster subdivision registered number CS1134 and that I/my land could not have access to that water or reticulation system except with the consent of the timeshare company.
- They further represented that building permits for my land were dependant on my allotments being serviced by that water supply.
- Those representations were crassly and manifestly false and constituted a crass fraud which was manifestly not possible in fact, law, reason or morality.
 - That crass fraud relied on the palpably false representation in the so called Water Supply Agreement that the timeshare company was "owner or occupier" of the whole of the land comprising CS1134 which included my allotments.
 - That crass fraud made the offensive to law, reason and morality, assertion that the timeshare company, who was merely my Johnny-come-lately neighbour, controlled the water supply and water dependant building permits to my allotments.
- The known and demonstrated and apparently intended effect of that crass fraud was to render my land useless and valueless to anyone other than the timeshare company.
- That crass fraud was accurately described in the Victorian Parliament by Max McDonald MLA. Mr. McDonald described it as being a collusion between the council and water authority to deprive me of my democratic rights.
- On two occasions in 1984 my then first mortgagee, Australian Guarantee Corporation refused to sell my land in the circumstances of the crass fraud.
- In 1985, on two occasions, I refused to sell my land in the circumstances of the crass fraud.
- In the period at least 1987 to 1990 the solicitor John Norman Price was solicitor for MCL and was solicitor acting in respect of my default on the mortgage.
- At all times, initially as second mortgagee and then as first mortgagee, MCL and its solicitors and particularly John Norman Price were intimately aware of the fact of and the facts of and the known and demonstrated and apparently intended effect of the crass fraud.
- Incredibly, in knowledge that the timeshare company was party to the crass fraud, in 1987, MCL consented to John Norman Price acting for the timeshare company in an appeal before the then Victorian Administrative Appeals Tribunal.
 - The purpose of that appeal was to seek orders enabling the timeshare company to sell some if its allotments to mum and dad purchasers for ordinary residential use.
 - The fact known to John Norman Price and to MCL was that all allotments within CS1134 including the allotments the subject of the appeal were subject to the identical crass fraud regime as had prevented the use and sale of my allotments and had caused my default with MCL.

- MCL and John Norman Price were intimately aware that that appeal could not succeed in the circumstances of the crass fraud known to them.
- MCL and John Norman Price were aware that I intended to make submissions to the Tribunal as to the crass fraud and that the so called Water Supply Agreements was manifestly unlawful and fraudulent in nature and effect and that the timeshare company could not demonstrate that prospective purchasers of the allotments the subject of the appeal would have lawful access to a water supply.
- MCL and John Norman Price were intimately aware that Price had an irreconcilable conflict of interest and could not concurrently act in the interest of MCL and of the timeshare company. MCL, as mortgagee of my land, was in fact a victim of the crass fraud which the timeshare company was party to.
- In knowledge of my proposed submission Price immediately acted to obtain Supreme Court orders giving MCL possession of my land.
 - There was no legitimate reason for taking formal possession of my land. My land was vacant land and no rents were receivable and it could not be reasonably sold in the circumstances of the crass fraud.
- On 7th March 1988 John Norman Price conspired with the timeshare company and the then junior barrister, Lieutenant Colonel Greg Garde and the council and water authority and their solicitor, Ian Lonie, to deceive the Tribunal and pervert the course of justice by fraudulently misrepresenting the facts known to them and thereby corruptly conceal and deny the fact of and the facts of and the effect of the crass fraud and thereby obtain a wrongful decision of the Tribunal.
 - Under instruction from Price the written and signed submission of Garde fraudulently represented that the Water Supply Agreement was a lawful and enforceable agreement and was an agreement for the supply of water to "the estate".
 - Price and Garde's fraudulent misrepresentation could not stand and could not have been contemplated by them on the facts known to them, namely;
 - That to the exclusions of "the estate" the agreement was an agreement to provide water to the timeshare company who was defined as the consumer.
 - That the recitals of the agreement falsely represented that the timeshare company was "owner or occupier" of the whole of the land comprising the subdivision.
 - That the timeshare company was a newly incorporated company which never did "own or occupy" the whole of the land in the subdivision and which could not purport to enter into an agreement for the supply of water to "the estate" which included my land and which agreement also purported to give that company control of the common property reticulation system.
- Under instruction from the Council and Water Authority their solicitor, Ian Lonie, provided verisimilitude to Price and Garde's fraudulent representations.
 - Ian Lonie fraudulently represented that the timeshare company was developer/subdivider of the cluster subdivision and that the timeshare company had been developer since 1976 and had subdivided and re-subdivided the land in accord with several planning permits issued in the period 1976 to 1980.
 - That fraudulent misrepresentation led the Tribunal to believe that the timeshare company, as developer/subdivider was "owner or occupier" of the whole of the land at the time that the Water Supply Agreement was entered into and led the Tribunal to believe that the agreement was an agreement between the subdivider and the Water Authority for the provision of water to "the estate"
- Under instructions from Price, Garde represented me to be a former owner and that I was a troublemaker who was in dispute with the timeshare company.
 - The representation that I was a former owner was only true because MCL had taken formal possession of my land.

- The representations by Garde led the Tribunal to disregard my written submission which set out the flagrant unlawful and fraudulent nature of the Water Supply Agreement and that the timeshare company could not demonstrate that prospective purchasers of the allotments the subject of the appeal would have lawful access to water and water dependant building permits.
- Price and Garde and Lonie were intimately aware that the Water Supply Agreement was NOT an agreement for the provision of water to “the estate” which included my land.
 - Under the express terms of the so called agreement the agreement was an agreement to provide the timeshare company with water for use on land owned by it. The agreement defined the timeshare company as “the consumer”
 - Price had acted to take possession of my land in circumstances where water was denied to and not available to my land which was part of "the estate".
 - Price was intimately aware that the timeshare company never had been “owner or occupier” of my land
- Relying on the fraudulent representations of Price, Garde and Lonie the Tribunal directed that permits issue to allow the sale of the subject land to unsuspecting mum and dad purchasers.
- Relying on the fraudulent representations of Price, Garde and Lonie the Tribunal disregarded my submission and the fraudulent water supply agreement and the crass fraud remained on foot.
- On the face of it, MCL and Price hopped into bed with the fraudster in the misguided hope or anticipation of obtaining some form of order which bypassed the crass fraud without exposing the fact of the crass fraud over the past several years.
- On 12th October 1988 MCL obtained a market opinion from the licensed property valuer G. D. Sutherland P/L. That market opinion valued my land at essentially nothing because water was controlled by the timeshare company and was NOT available to my land except with agreement of the timeshare company
 - The report of G. D. Sutherland exactly restated the crass fraud.
 - That report demonstrated the truth of my submissions to the Tribunal
- The crass fraud remained on foot entirely as consequence of Price and Garde and Lonie conspiring to pervert the course of justice and deceiving the Tribunal by denying and concealing the crass fraud.
- Two years after taking formal possession of my land and In the circumstances of the ongoing crass fraud, by contract dated 30th October 1989 MCL sold my land to Deckwood P/L
 - Deckwood P/L was a newly incorporated or enlivened company controlled by the children of Kenneth Raymond Buchanan.
 - Kenneth Raymond Buchanan was a director of the timeshare company and was a signatory to the so called water supply agreement.
 - John Norman Price acted in that sale on behalf of MCL
 - MCL did not advertise my land for sale, did not hold an auction and made no attempt to maximise offers and no attempt to sell to anyone other than Deckwood P/L
 - The sale price of \$135,000 was a fraction of the true value of the land and reflected the fact of the ongoing crass fraud.
 - The vendor and purchaser were both intimately aware of the fact of and the facts of and the effect of the crass fraud.
 - That sale consummated the crass fraud known to vendor and purchaser.
 - At the time of the sale Buchanan was director of the successor timeshare company to Woodleigh Heights Resort Developments P/L and that successor suite of timeshare companies acquired my land from Deckwood P/L

- In the hands of the timeshare company my land was immediately saleable for about \$9,000,000 in timeshare portions and with a \$40,000 house on each allotment.
- In 2005 I issued Supreme Court proceedings against Macedon Ranges Shire Council and Coliban Water seeking recovery of my losses sustained as a consequence of the sale of my land in the circumstances of the crass fraud.
- In that Supreme Court proceeding the then Major General Greg Garde QC was barrister for Coliban Water.
- My Statement of Claim alleged the crass fraud.
- My written submission to Justice Robert Osborn alleged that John Norman Price and the by then Major General Greg Garde QC had deceived the Tribunal in 1988 and if they had not deceived the tribunal then the losses on my land would not have occurred and that the hearing before Osborn would not be occurring.
- In obvious response to my allegations against him Garde made contrived and flagrantly false and otherwise irrelevant submissions to Osborn. Those submissions were identical in substance to the combined fraudulent misrepresentations of Price, Garde and Lonie which had been used in 1988 to deceive the Tribunal and deny and conceal the crass fraud.
- On 29th November 2006 Justice Robert Osborn published Reasons for Judgment which were palpably contrived to deny and conceal the crass fraud and thereby deny and conceal the 1988 criminal conduct of Price and Garde and deny and conceal the circumstances of the sale of my land by MCL.
 - Each and every substantive paragraph was flagrantly false and contrived to provide verisimilitude to one another and which flew in the face of the facts, and law known to him and also flew in the face of reason, they were nothing more than a string of bald faced interdependent crass lies. Even Osborn's footnotes were fabricated.
- In different words Osborn's Reasons repeated the flagrantly false 1988 submissions of Price, Garde and Lonie before the Tribunal.
 - Of present relevance;
 - At his paragraph 74 Osborn said that the timeshare company wished to compel me to sell my land back to it.
 - At his paragraph 147 Osborn said "*..... the documentary evidence confirms, a reticulated potable water supply was in fact connected to the subdivision by the Water Board in 1982, but not extended to the plaintiffs' allotments.*"
 - At his paragraph 148 Osborn said; "It was this latter water supply to which the plaintiffs were denied access....."
 - At his paragraph 148 Osborn also said that denial of that water formed my claim in an earlier Supreme Court proceeding.
 - At his paragraph 166 Osborn said that the water supply agreement was for the supply of water to the whole of the subdivision.
 - At his paragraph 167 Osborn said that he accepted my submission that the agreement was for the supply of water to the subdivision.
 - At his paragraph 18 Osborn said; "*.... 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.*"
- By those paragraphs Osborn fraudulently represented;
 - That the water supply agreement was a lawful agreement which provided for the lawful supply of water to the whole subdivision including to my land.

- That I had submitted that the agreement was for the supply of water to the whole of the subdivision, including to my land.
- That pursuant to that agreement the water supply was connected to the subdivision in 1982.
- That water was not available to my land because the water supply was not extended to my land.
- That the water supply was not extended to my land constituted denial of that water.
- That I had previously sued alleging entitlement to that water supply.
- That I had purchased my land from the timeshare company which then wished to compel me to sell my land back to it.
- That the timeshare company was the subdivider.
- By those paragraphs;
 - Osborn denied and concealed the crass fraud known to him.
 - Osborn exactly repeated the substance of the 1988 misrepresentations of Price, Garde and Lonie and made them appear as true and correct submissions.
 - Osborn denied and concealed that in 1988 Price, Garde and Lonie had deceived the tribunal and concealed the crass fraud and perverted the course of justice.
 - Osborn denied and concealed the circumstances of and surrounding the sale of my land by MCL.
- Purporting to rely on those and other overtly false and fraudulent fabrications Osborn made judgment against me.
- In 2007, 2008 and 2009 Appeal Court Judges Buchanan, Neave, Mandie, Redlich and Beach published Reasons for Judgment which specifically said that there was no evidence of my allegation that Osborn's Reasons were fabricated.
- In the period 2009 to the present day three consecutive Attorneys General have conspired with solicitors and officers of the Justice Department to corruptly deny and conceal the evidence of the conduct of the various judges and of Garde and Price.
- Osborn and the Court of Appeal Judges ordered that I pay Garde and his 2005 to 2009 co-conspirators almost one million dollars.
- Garde and his co-conspirators are intimately aware that Osborn and the Court of Appeal Judges fabricated their reasons to deny and conceal their corrupt and criminal conduct and particularly conceal and deny the 1988 criminal conduct of Price, Garde and Lonie.
- My losses to the fraud of Osborn and his apologist judges are the sum of the losses on the mortgagees sale and the extorted purported costs paid to Garde and his co-conspirators
- In a democracy these matters and things constitute the most grievous crimes and corruption imaginable; they are crimes against democracy itself.

It is now manifest that high level criminals of the ilk of Garde and Osborn commit their overt and flagrant crimes in surety that their friends in high places will protect them and simply ignore the plaintiff cries of their voiceless and hapless victims.

In this matter, in the final and base analysis,

- The crass fraud of the Council and Water Authority was the fraudulent representation that to the absolute exclusion of "the estate" the water supply agreement was an agreement to provide water to the timeshare company and that I/my land was not entitled to and could not have access to that water except with the agreement of the timeshare company.

- The 1988 conspiracy of Price, Garde and Lonie to pervert the course of justice and conceal and deny the crass fraud depended on a fraudulent representation that the water supply agreement was an agreement for the supply of water to "the estate".
- The 2006 fraud by Justice Robert Osborn to conceal and deny the crass fraud was founded on his several overtly false fraudulent misrepresentations to the identical effect of the conspiracy of Price, Garde and Lonie, namely that the water supply agreement was an agreement for the supply of water to "this subdivision", "to the subdivision" and "to the whole of the subdivision".
- The 2007, 2008 and 2009 fraud by the Court of Appeal Justices was to explicitly represent that there was no evidence that Osborn's Reasons were fabricated as alleged by me.
- The 2009 to the present day corrupt conduct of the three consecutive Attorneys General is their representations that there is no evidence of my allegations and that they seek to conceal the evidence.
- At the time of making their various representations each of the council and water authority and the various judges and the Attorneys General were absolutely aware of the crass fraud and that the so called water supply agreement was nothing more than a piece of paper which made several fraudulent and unlawful representations and that the representations of the Council and Water Authority and of Price, Garde and Lonie and of Osborn were nothing more than fraudulent misrepresentations.

This sequence of sordid events occurred entirely as a consequence of the fact that MCL consented to John Norman Price acting for the timeshare company and that John Norman Price and the now Major General Justice Greg Garde then conspired with one another and others to pervert the course of justice by denying and concealing the crass fraud and that MCL then sold my land in the circumstances of that ongoing crass fraud.

I now demand that the Directors of the ANZ Bank and particularly Mr. David Gonski assist me to put an end to this chain of extreme criminal and corrupt conduct by standing up and authoritatively saying;

- That my land was sold in the circumstances of the crass fraud.
- That the purported Water Supply Agreement cannot be construed as represented by the Water Authority.
- That the Water Supply Agreement is NOT an agreement for the supply of water to "the estate" cannot be construed as represented by Price and Garde in 1988
- That the Water Supply Agreement is NOT an agreement for the supply of water to "this subdivision", "the subdivision", "the whole of the subdivision" and cannot be construed as represented by Justice Robert Osborn in his Reasons for Judgment dated 29th November 2006.

To assist I include herewith;

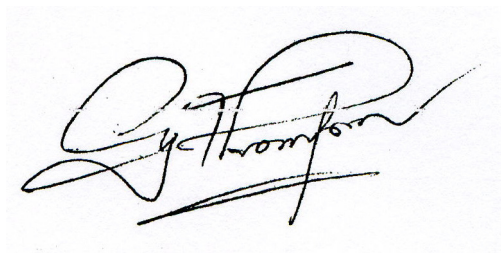
- Copy Certificate of Incorporation of the timeshare company.
- Copy Transfer of Land dated 16th December 1981 where the timeshare company acquired ten only allotments.
- Copy purported water supply agreement dated 1st January 1982.
- Copy written submission of Lieutenant Colonel Greg Garde dated 7th March 1988.

Other relevant documents are available via links immediately below the abovementioned video on my website <http://courtsontrial.com>.

John Norman Price is presently principal of solicitors Garland Hawthorn Brahe. You may contact John Norman Price on 03 9629 5551

Finally, entirely as a consequence of the abovementioned matters facts and things I am presently in default with my ANZ Equity Manager Account. I require a moratorium until the above things are resolved.

Yours Faithfully

A handwritten signature in black ink, appearing to read 'Glenn Thompson', with a large, stylized initial 'G' and a long horizontal stroke extending to the right.

Glenn Thompson.

CC.

Chief Justice.

Justice Robert Osborn

Major General Justice Greg Garde

Attorney General Martin Pakula.

John Norman Price.

Selected others.

"GAT 1"
NATIONAL COMPANIES AND SECURITIES COMMISSION

80

Companies (Victoria) Code

Sub-section 31 (2)

Registered No.:

C— 178407 H

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME OF COMPANY**

This is to certify that

TWELFTH MONELUX PTY. LTD.

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

WOODLIGH HEIGHTS RESORT DEVELOPMENTS PTY. LTD.

and that the company is a proprietary company, and is a company limited by shares.

Given under the seal of the National Companies and Securities Commission at Melbourne on this

20th

day of

July

19

84

[Signature]
A person authorised by the Commissioner for Corporate
Affairs for the State of Victoria Delegate of the National
Companies and Securities Commission.



CO. 042

Handwritten notes: *67*, *8172*, *8251*, *to issue to General Credits*, *Deposited 12.12.81*

PAINTER, STEVEN'S AND REMICK

REGD

TRANSFER OF LAND

WE, RAYMOND BUCHANAN Television Technician and YVONNE MAE BUCHANAN Married Woman both formerly of Yea Road Humevale but now of Melville Drive Kyneton being registered as the proprietors of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of THREE HUNDRED AND TWENTY FIVE THOUSAND TWO HUNDRED AND SEVENTY FIVE DOLLARS (\$325,275-00) paid to us by WOODLEIGH HEIGHTS RESORT DEVELOPMENTS PTY. LTD. of 68 Piper Street Kyneton DO HEREBY TRANSFER to the said Woodleigh Heights Resort Developments Pty. Ltd. all our estate and interest in ALL THOSE pieces of land being Lots 28, 29, 30, 31, 32, 33, 37, 38, 39 & 45 on Registered Cluster Plan Number 1134 and an undivided share in the common property for the time being described on the said Plan and being the whole of the land comprised in Certificates of Title Volume 9171 Folio 714, 715, 716, 717, 718, 719, 723, 724, 725 and 731.

DEC-17-81 683275 16007

10B101

DATED the 16th day of December one thousand nine hundred and eighty-one.

SIGNED by the said RAYMOND BUCHANAN in the presence of: *[Signature]*

SIGNED by the said YVONNE MAE BUCHANAN in the presence of: *[Signature]*

THE COMMON SEAL of WOODLEIGH HEIGHTS RESORT DEVELOPMENTS PTY. LTD. was hereto affixed by authority of the Directors in the presence of:



[Signature] Director
[Signature] Secretary

A memorandum of the within instrument has been entered in the Register Book.

ENCUMBRANCES REFERRED TO

As set out at the foot of the said Certificates of Title.

Handwritten: *18.1.82*

Handwritten: *C24 - [Signature]*

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31

OVER

Palmer, Stevens & Rennick
Solicitors
6 Jennings Street
MELBOURNE 3444
(03) 221500 (054)
PJR/AB

Palmer, Stevens & Rennick
Solicitors
6 Jennings Street
MELBOURNE 3444
PJR/AB

PALMER, STEVENS & RENNICK
SOLICITORS

J. GRAHAM BOLTON, LL.B.
A COMMISSIONER FOR VICTORIA
J. W. NOY
J. ROBERT WATSON, LL.B.
ASSOCIATE

TELEPHONE NO. 22 1500 (054) P.O. BOX 142
6 JENNINGS STREET

Handwritten: 22nd December 1981
VIC. 3444

To The Registrar of Titles,

Please give control of dealing with and of all documents therein
produced by us or under our control other than Certificates of Title
Volume 9171 Folio 715, Volume 9171 Folio 716, Volume 9171 Folio 716,
Volume 9171 Folio 719, Volume 9171 Folio 723, Volume 9171 Folio 725,
Volume 9171 Folio 731 to General Credits Limited.

Handwritten Signature: Robert Watson
PALMER, STEVENS & RENNICK

WATER.

168

THIS AGREEMENT made the First day of January, One thousand nine hundred and eighty-two BETWEEN the KYNETON SHIRE WATERWORKS TRUST incorporated by the Water Act 1958 (hereinafter called "the Trust") of the one part and 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 Carlsruhe 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 expression where the context admits shall include its successors, administrators, assigns and transferees of the other part

NOW THIS AGREEMENT witnesseth as follows:-

1. The Trust shall (subject as hereinafter provided) so far as it is able to do so subject to the provisions hereof and of the WATER ACT 1958 and regulations made thereunder and any BY-LAWS and REGULATIONS made by the Trust thereunder supply to the Consumer and the Consumer shall take from the Trust water for domestic purposes on the said land as and from the First day of October One thousand nine hundred and eighty-one (hereinafter called "the date of commencement").
2. The Consumer shall at its own expense and to the satisfaction of the Trust 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, and shall so long as this Agreement remains in force keep the pipes and fittings within the said property in good order and in proper repair to the satisfaction of the Trust. Any authorised Officer of the Trust may at any time or times inspect and examine all or any such pipes or fittings.

The pipeline installed along Edgecombe Road will be taken over and maintained by the Trust on the First day of July, 1982 subject to the pipeline passing performance tests to the satisfaction of the Trust.

3. (a) Nothing in this Agreement shall be deemed to impose on the Trust any obligation to supply to the Consumer water at or in any specific quantity or of any specific pressure or at all and this paragraph shall apply whether or not the Trust knows the purpose for which the Consumer uses or intends to use the water supplied.
3. (b) The Trust shall give such supply of water according as conditions and circumstances shall enable it from time to time conveniently so to do and shall not be

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28 JAN 1982

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bound to supply any specific quantity of water or to make supply during specific hours on any day and be liable to any penalty or damages for not supplying water at all or for supplying a deficient quantity thereof.

4. The Consumer shall pay to the Trust on the signing of this Agreement a headworks levy of Ten thousand dollars in respect of the first stage of the development of 25 allotments on the said land. Further payments of the headworks levy will become due when a subsequent stage is commenced, the amount of such payment to be calculated by multiplying 25 (representing the next stage allotments) by the allotment headworks levy as fixed by the Trust from time to time.

5. Should the Consumer elect to increase supply to the development by pumping, the details of such works shall be subject to approval by the Trust, and the full cost of the works shall be financed by the Consumer, and shall be supervised by the Trust's Engineers.

6. The Consumer shall provide and install to the Trust's approval a meter for registering the quantity of water supplied and the meter shall remain the property of the Trust.

In the early stages of development the meter may not register accurately and an estimate of water supplied will be made by a responsible Officer of the Trust by intermittent filling of a storage tank within the development or by other approved methods, and the Consumer shall be deemed to have been supplied with the quantity of water so estimated and shall pay for such quantity at the rate and in the manner hereinafter provided.

7. (a) The Consumer will pay to the Trust a minimum charge for the supply of water to the property on the First day of October in each year during the currency of the agreement calculated as follows:-

the number of buildings on the property multiplied by the charge fixed for the supply of water to non rateable properties from time to time by the Trust.

(b) The maximum quantity of water to be supplied in any year without further charge is hereby fixed as a quantity (hereinafter referred to as the "allowance") which if charged at the rate as fixed by the Trust from time to time for the Kyneton Urban District would give an amount equal to the minimum charge as calculated pursuant to clause 7(a).

(c) For all water supplied in any year in excess of the maximum quantity referred to in clause 7(b) the charge will as be fixed by the Trust from time to time for the Kyneton Urban District.

4

(d) The payment of the minimum charge as fixed in clause 7(a) is due and payable on the First day of October in each year (pro rata calculation to be made for first period) and will be paid within fourteen days of receipt of the relevant notice demanding payment thereof.

(e) The payment for water supplied in excess of the "allowance" is payable on demand and will be paid by the Consumer within fourteen days of receipt of the relevant notice demanding payment thereof.

(f) If the sums payable under this agreement are not paid by the 1st of April, following the demand for payment such sums will bear interest at the rate of fourteen percent per annum from the date on which they became payable as provided in clause 7(d) and 7(e).

8. In the event of the Consumer failing to pay any moneys due by him to the Trust under this agreement within fourteen days after demand in writing therefor, the Trust may without prejudice to any other remedies which it may have forthwith discontinue the supply of water until the Consumer has paid such moneys together with a sum of not more than Thirty Dollars for expenses incurred by the Trust in discontinuing and in restoring the supply.

9. It is agreed and declared by and between the said parties hereto that this Agreement is made and entered into subject to the rights and authorities given and reserved to the Trust by the Water Act 1958 and Regulations made thereunder and subject to the same or any other Acts or Act hereinafter in force referring to water supply in the State of Victoria and the By-Laws and Regulations made thereunder by the Trust all of which rights powers and authorities are expressly reserved by and to the Trust and nothing in this Agreement shall in any way bind the Trust to do or permit to be done any act or thing contrary to the provisions of the Acts or any By-Laws or Regulations.

10. (a) Subject to the terms and conditions herein this Agreement shall remain in force until determined as hereinafter provided.

(b) Either party hereto may determine this agreement on the 30th of September, 1984 or on any subsequent 30th day of September thereafter.

11. Any demand on or notice to one party by the other to be made or given under this agreement shall be sufficiently served made or given if forwarded by prepaid letter to the Secretary of the Trust or the Consumer at the address stated in the agreement.

IN WITNESS whereof the parties hereto have executed
this Agreement.

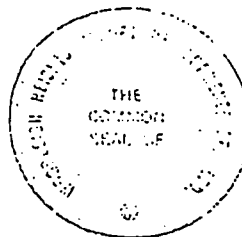
THE COMMON SEAL of the)
KYNETON SHIRE WATERWORKS)
TRUST was hereunto)
affixed in the presence)
of:)

.....
Commissioner

.....
Commissioner

.....
Secretary

THE COMMON SEAL of WOODLEIGH)
HEIGHTS RESORT DEVELOPMENT)
PTY. LTD. was hereunto)
affixed by authority of the)
Directors and in the presence)
of:)



.....
Director

.....
Director

.....
Secretary

26

IN THE ADMINISTRATIVE
APPEALS TRIBUNAL

Appeal No. P87/2206

PLANNING DIVISION

B E T W E E N:

WOODLEIGH HEIGHTS RESORT DEVELOPMENTS
PTY. LTD.

Appellant/
Applicant

- v -

SHIRE OF KYNETON

Responsible
Authority

WRITTEN SUBMISSIONS ON BEHALF OF APPELLANT

1.0 THE SUBJECT LAND IS SUITABLE FOR RESIDENTIAL USE

1.1 The fact of the matter is that the subject allotments brought into existence by a plan of cluster resubdivision approved by the Shire are suitable for residential use.

1.2 This is simply demonstrated by the fact that 42 houses have been built on the estate and put to a residential use.

1.3 The estate is laid out, and subdivisional works have been partially completed at very considerable expense.

1.4 Numerous subdivision and resubdivision plans have been approved by the Shire and subsequently registered with schedules describing the allotments as residential. These approved plans result in the current titles for the allotments.

- 1.5 The estate is closely located to the township of Kyneton being only one km to its north. Shops and other commercial services, and the range of human services provided by the Shire are closely available.
- 1.6 The density of development is reasonable and appropriate, and is consistent with the density created by past development.
- 2.0 USE OF THE BALANCE OF THE ESTATE FOR TIME-SHARE DEVELOPMENT
 - 2.1 The time-share concept is the sale of a 51st share of each property to purchasers as tenants in common. The time-share resort developers have sold approximately 80% of the time-share development. About 20% remains unsold.
 - 2.2 The sales which were achieved were not high enough to make the development viable. Losses have exceeded \$1 million.
 - 2.3 In 1984, Supreme Court proceedings erupted between the 3 developers (viz Glenn and Cheryl Thompson, the Appellant and Woodleigh Heights Marketing Pty. Ltd., the last of these companies is under the control of a mortgagee).
 - 2.4 There is no prospect of the further extension of the time-share resort development.
 - 2.5 If the allotments the subject to the application are not used for time-share, they are only

suitable for residential use, or some other higher density use eg. units or motel.

3.0 THE SHIRE HAS ITSELF COMMITTED THESE ALLOTMENTS FOR RESIDENTIAL USE

- 3.1 The tribunal is referred to permit no. PP4692.
- 3.2 This permit gave permission for the erection of dwellings on each allotment. The permit went further and granted permission to erect units. The permit was acted on with 42 houses progressively erected.
- 3.3 There is uncertainty as to whether the appellant can still act on this permit.
- 3.4 The Shire by this permit committed the estate for residential use. That commitment has extended over a number of years, and may even now exist. It is absurd to contemplate that the estate is not now to be used for residential living.
- 3.5 The tribunal is also referred to planning permit PP4792. Five residential units were approved by the Shire under this permit.
- 3.6 The Shire has also approved very numerous subdivisional plans under both its planning and local government powers. The clock cannot be turned back.

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".

4.4 The sewerage authority entered into a similar agreement with the appellant.

4.5 The appellant has acted on these agreements incurring substantial cost and it is not now possible for the authorities to withdraw from the agreement. Not only is it not legally possible, that it would be a most surprising exercise of statutory powers for public authorities to decline to supply services to persons now being provided with those services, or entitled to expect the provision of services.

5.0 THE PROPOSED USE AND DEVELOPMENT IS ENTIRELY CONSISTENT WITH AN ONGOING TIME-SHARE USE

- 5.1 There is no inconsistency between residential use by time-share owners, and other types of residential use. Other types of use include use as weekenders, or as permanent residences.
- 5.2 Experience demonstrates that there is no clash or inconsistency between these various types of residential occupancy.
- 5.3 This is demonstrated by the fact that 1260 time-share owners were specifically notified of this application by direction of the Shire. There are very few objectors, many of whom are from the one time-share family. There was one local objector.
- 6.0 THE SHIRE'S REFUSAL IS UNFAIR AND UNJUST
- 6.1 The appellant has acted on its 1984 permit committing itself to residential development or use.
- 6.2 Since 1984, it has incurred very great holding costs, development costs, and selling costs.
- 6.3 The refusal does not make planning sense.
- 6.4 It is submitted that the tribunal should direct a permit to issue as sought in the application.



G.H. GARDE

Owen Dixon Chambers,
7th March, 1988