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

Corruption in and of the Supreme Court and the Court of Appeal.

Rather than test credulity with assertion I shall immediately demonstrate the immutable fact of fabricated Authenticated Order documents of and by the Supreme Court of Victoria. I will then go to the exceedingly serious issues which motivated the Court to fabricate these documents.

Part A/ Corruptly fabricated Authenticated Orders of the Supreme Court of Victoria.

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

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

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

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

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

(complete copies of these documents are available at Chapter 1 Part 5 at <http://courtsontrial.com>)

The Facts:-

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

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

On 7 December 2006 Osborn Ordered;

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

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

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

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

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

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

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

- The fabricated "Authenticated Order" document relating to supposed Orders of 29th November 2006 contains a fabrication of addition as the fact is that no orders at all let alone orders disposing of the matter were made on that day. The words "*The appeal should be dismissed*" are a verbatim truncation of the last line of paragraph 184 of Osborn's Reasons for Judgment and simply do not and cannot be mistaken for or construed as constituting an Order or any part of an Order, in addition, "*should be*" is plainly just that, something which has not yet happened and may or may not happen; being lifted from the Reasons these words did not exist in the transcript, the second part of that fabricated order, namely the words "*there be judgment for the defendants*" is lifted verbatim from the second Order made on the 7th December, not the 29th November and then these two fundamentally different, absolutely disparate, verbatim, parts were fraudulently concatenated and fraudulently represented to be a true and correct transcript of a single order made on 29th November but obviously this purported order is still not an Order, the "*should be*" component lifted from the Reasons of 29th November reduces those words to constitute a possibility which simply does not, and cannot be construed to, constitute an order dismissing my appeal. It remains a "*should be*"; i.e. something which may occur but not yet done.
- In other words the first fabricated order "*1. The appeal should be dismissed and there be judgment for the Defendants*" consisted of the verbatim concatenation of the disparately occurring words "*The appeal should be dismissed*" from paragraph 184 of the written Reasons for Judgment of 29th November and the words of the actual 2nd Order from the 7th December which were "*that there be judgment for the Defendants*". This verbatim concatenation of disparate things and utterances **did not and could not occur by accident or error or omission or slip** and when combined they do not form an Order; merely an expression of possible intention or likelihood.
- The second supposed Order of the 29th of November 2006, the adjournment until 7th December, just, well, sort of, added a bit of verisimilitude and in any event was done with, over, complete.
- The fabricated "Authenticated Order" document of 7th December 2006 carefully omits the first two orders which were in fact made on that day and only contains the costs order which was also made on that day.
- The fraudulent/wrong/false, merged, addition to the first "Authenticated Order" document could not stand without the fraudulent/wrong/false complimentary omissions of the second "Authenticated Order" document and vice versa.

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

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

The Court, most probably Osborn, communicated these fabricated Authenticated Order documents to Major General Garde and/or his instructing solicitor Steven Mark Edward in full knowledge that Major General Garde and/or Steven Mark Edward were aware that they had been fabricated and in apparent sure knowledge that Major General Garde and/or Steven Mark Edward would not balk at such corrupt conduct.

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

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

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

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

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

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

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

A Further fabricated Authenticated Order of the Supreme Court.

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

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

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

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

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

HOW OBTAINED:

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

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

OTHER MATTERS:

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

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

- The further falsified "Authenticated Orders" document fraudulently assert that they are "Correction of Orders made 29th November 2006 and 7 December 2006" whereas the facts known to Court and to the author, most probably Osborn, was the immutable fact that there were no pertinent orders at all made on 29th November 2006. The only place such purported orders appeared was in the initial fabricated "Authenticated Orders" documents which carefully and falsely represented that such orders existed. Manifestly there were no orders made on 29th November 2006 and the fabricated Authenticated Order documents did not and do not constitute orders capable of being corrected; they were merely fraudulently fabricated documents incapable of being corrected or otherwise validated
- Paragraphs 1. and 1.(a) under the heading "Other Matters" falsely assert that on 29th November 2009 the Court; gave Reasons that the appeal from Master Efthim should be dismissed and **that there shall be judgment for the defendant** whereas the fact is that the

words "there shall be judgment for the defendant" do not appear in either the Reasons or the transcript of 29th November 2006, the only place these words appear in respect of 29th November 2006 is in the first falsified Authenticated Order document.

- Paragraph 2 is false, There was no Argument on 7th December 2006, on that day I provided Osborn with a written submission and exhibits which asserted and demonstrated the fact, known to Osborn and Garde that Osborn had falsified and fabricated his Reasons for Judgment. In reply or response Osborn said that Garde was not required to respond. In addition to the extent that the words "the Court made final orders" implies that they were further or additional to any supposed orders of 29th November that implication is false. The truth is that On 7th December 2006 the Court made the only orders made.
- Paragraph 3 is false, no Authenticated Orders were prepared after the hearings on 29 November 2006 and 7 December 2006. Each of the initial fabricated Authenticated Order documents were carefully prepared concurrently with one another on or about 4th June 2007 and were carefully concurrently prepared to provide fraudulent and corrupt verisimilitude to one another.
- Paragraph 3 is further false because the fabricated Authenticated Orders are not available for correction and were not corrected under the slip rule, these initial fabricated Authenticated Order documents are not and do not constitute orders per se and additionally they did not occur by any one of either error slip or omission. These initial fabricated Authenticated Order Documents were exceedingly carefully and deliberately fabricated and stand and continue to stand as immutable evidence of corruption within the Supreme Court.

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

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

DATE AUTHENTICATED: 4 June 2007



5/ These orders set out under the heading "The Court Orders that" are a true and correct transcript of the immutable, uncorrected orders contained in the transcript of 7th December 2006. The fact of the uncorrected transcript of these orders themselves give the outright lie to the earlier parts of this further fabricated Authenticated Order document and to the initial two. The fact is the orders made on 7th December never were corrected or altered or amended at all and each of the initial two fabricated Authenticated Order Documents and the further fabricated Authenticated Order documents which purports to have corrected the initial fabricated Authenticated Order documents merely stand as testament to the corrupt fabrication of each.

6/ It is further obvious that none of these purported Authenticated Order documents constitute Authenticated Orders of the Supreme Court. Any supposed act of authentication of these falsified documents was done corruptly and without authority of either law or the rules of the court. They are each nothing more than counterfeit documents.

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

The fact of and the facts of and surrounding these manifestly fabricated Authenticated Reason Documents are by themselves stand alone instances of serious corrupt conduct and sufficient to warrant that any judicial officer party to their fabrication and/or communication and/or uttering and or denial is dealt with pursuant to Part IIIAA of the Constitution Act 1975 and then criminally prosecuted. Similarly any other lesser officer of the Court, a barrister or solicitor, similarly party to these things ought be disbarred and criminally prosecuted.

In the foregoing I say that these fabricated Authenticated Order documents were fabricated by the Court itself however the manifest fact is that they were fabricated by a corrupt officer of the court and not either fabricated or Authenticated with the lawful authority of the Court. Having said that; the disturbing and serious further fact is that each of Justices Neave and Mandy, Buchanan and Redlich, and, Redlich and Beach were aware of the forgoing matters facts and things and my allegations as to those matters facts and things and the expressed opinion of each of them accord with the assertion of Justices Redlich and Beach who said of me;

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

This assertion by Justices Redlich and Beach and similar assertion by Justices Neave and Mandy related to the various things alleged by me but which things included the above specifics with respect to the fabricated Authenticated Order documents. The similar assertion by Buchanan and Redlich related only to the fabricated Authenticated Order documents.

I leave the reader to draw their own conclusion. I conclude that the various Justices did not and could not hold a belief as to those assertions, particularly having regard to the things set out below and which I had adequately put before them when they made their assertions.

No utterance by any judge can mitigate or negate or make right the manifest fact of the corrupt falsification of those very carefully and purposefully fabricated Authenticated Order documents and which could not have appeared/occurred in the manner evinced by either error or omission or slip

My conclusion was and remains that the various justices were wrongly, perhaps corruptly, protecting the author of those fabricated Authenticated Order documents, most probably their brother Judge, Osborn.

I also note that if, as asserted by the various justices, there was no material to support my allegations then there was no need for the very carefully and purposefully fabricated Authenticated Order documents the known, expressed and intended effect of which was to prevent the Court of Appeal hearing my allegations.

I say that the fact of the very carefully and purposefully fabricated Authenticated Order documents is prima facie evidence that the author, most probably Osborn, was sufficiently concerned and motivated by my allegations against Osborn as to be driven to the extraordinary and seriously corrupt act of fraudulently fabricating Authenticated Order documents for the known and declared effect of rendering my appeal invalid and thereby preventing my allegations from being heard by an honest and sufficiently courageous judge; should one exist.

Desperate little men do desperate things, Osborn knew the truth of what is set out below and he and/or his friends wished to prevent them from being aired. The fabricated Authenticated Orders were a desperate act.

Part B/ Osborn's fabricated Reasons for Judgment.

In this part I will demonstrate;

- 1/ Major General Greg Garde QC and Jim Delany SC conspired with one another and with their respective juniors and instructing solicitors to deceive the Court of Master Eftim.
- 2/ That Garde, Delany and Co did deceive Master Eftim and that Master Eftim formulated his Reasons in reliance upon the deliberate and careful and misrepresentations made before him.
- 3/ That Garde, Delany and Co repeated their misrepresentations before Osborn.
- 4/ That upon hearing from me Osborn was thoroughly aware that Garde, Delany and Co had misled Master Eftim and that they had repeated their overt misrepresentations before Osborn.
- 5/ Justice Robert Osborn then carefully fabricated Reasons for Judgment for the purpose of and known effect of;
 - ignoring, denying and concealing the corrupt conduct of Delany, Garde and Co and which corrupt conduct was well known to him
 - Corruptly upholding and providing credence to Master Eftim's Reasons

The Facts:-

In 2005 I issued a proceeding against Macedon Ranges Shire Council and Coliban Water.

The proceeding involved two subdivisions, firstly an 18 lot standard subdivision known as Tylden Rd and secondly a 45 lot cluster-subdivision known as Woodleigh Heights.

The Cause of action in respect of both subdivisions was defined in an affidavit sworn by me as the Council;

- 1) *“Sealed the plans of subdivision in direct contravention of its statutory duty to refuse to seal them (See section 569B(7) of the Local Government Act 1958)*

2) *Unlawfully sealed the plans in full knowledge that:-*

- a) *No services were present*
- b) *There was no lawful means of ensuring the provision of those services.*
- c) *The allotments so created were unusable and there was no lawful means of ensuring that they be made usable.*

The Amended Statement of Claim further alleged that the Council sealed the plans in the manner alleged for an ulterior **purpose**, namely to avoid the **effect** of s.9 of the Sale of Land Act 1958..... (my emphasis the carefully pleaded words "purpose" and "effect" are critical.)

In response the solicitors for the Council and Water Authority made application for summary dismissal on grounds which included that the proceeding was barred by the Limitation of Actions Act.

For the moment detail of my defence is irrelevant but it was founded on allegations that the cause of action had been fraudulently concealed by the Council and Water Authority and particularly by perjury and falsification of discovered documents in previous proceedings.

My Statement of Claim and Amended Statement of Claim in the proceeding was settled by Lex Lasry QC, Now Justice Lasry. Unfortunately at the time of the hearing Lex Lasry was defending Australians in danger of execution overseas and was not available. At the last moment John Middleton QC, Now Justice Middleton was retained to appear.

The application by the Defendants was heard by Master Efthim and on the material put to him by Major General Greg Garde QC and Jim Delany SC the Master Struck out my proceeding and awarded indemnity costs against me because the cause of action (as understood by him from the corrupt representations made to him) had not been fraudulently concealed as alleged by me in my affidavit.

For reasons which will become clear below I sacked my lawyers and filed a Notice of Appeal.

Because the appeal was from the orders of a Master the Appeal was by right and I did not declare or provide the grounds for my appeal.

My appeal came on before Justice Osborn, because the appeal was by way of a rehearing de novo Delany, Garde and Co led off and my powder remained dry so to speak.

First I will deal with the Tylden Road subdivision aspects.

At paragraphs 48, 49 and 50 of his outline of submissions before Osborn Major General Garde QC represented certain things, the critical aspect is that at paragraph 49 he represented that his instructing solicitor, Steven Mark Edward, exhibited "**a true copy** of the plaintiffs document entitled '***book of pleadings***'"

48. On 23, 24, 25 and 26 March 1999, Mr Edward again attended at the plaintiffs' solicitor's premises at Orange photocopied all of the documents then produced by the plaintiffs for the purpose of discovery, amongst the documents were several pages being plans of subdivision of the Tylden Road property: SME 3 copy of the said plans of subdivision photocopied in Orange in March 1999. The documents relied on by the plaintiffs, being exhibit GAT-7, appear to identical to the items numbered 2, 3 and 4 in exhibit SME 3.

49. Further, in item 43 of SME 1 Volume 2 is exhibited a true copy of the plaintiffs' document entitled "book of pleadings" in the County Court proceeding, undated. The handwritten notes contained in that document traverse the same subject matter as what the plaintiffs are seeking to agitate in the current proceeding: see pages 5 to 9, 12 and 20. The handwritten notes reflect what the first plaintiff has deposed to in his affidavit in opposition in this proceeding.
50. In his second further affidavit of 11 November 2005, Mr Edward gives further detail and exhibits relevant correspondence dealing with discovery and inspection of documents at the office of the plaintiffs' solicitors.

The Identical paragraphs 48 and 49 were contained in Garde's Outline before Master Efthim.

In these paragraphs Garde and Edward introduced a document which Garde and his instructing solicitor represented as being "a true copy of the plaintiffs document entitled 'book of pleadings'" and further representing that the said "book of pleadings" had been properly and legitimately obtained by Steven Mark Edward as a discovered document during the 1999 inspection of discovered documents at the offices of my solicitor in a previous proceeding.

The further representation of Garde and Edward was that the so called "Book of Pleadings" was legitimately exhibited by Edward as a Court Document in the 1988 Tylden Rd County Court proceeding.

Then in their Outline of Submissions before Osborn Jim Delany SC and his junior and instructing solicitor relied on the so called book of pleadings kindly and purposefully provided and described by Garde and Edward.

At paragraph 82 of their Outline before Osborn, under the bold heading "**No concealment of the cause of action: book of pleadings**", Delany, Ahern and Dixon say:

- *"The plaintiffs key contention in the current proceeding is that the initial sealing of the plans of subdivision was unlawful or illegal and that the plans were sealed in such a way so as to avoid the operation of section 9 of the Sale of Land Act 1962 (Vic)"*

Then at paragraph 83, as a continuing slant Delany and Co represent:

- *"The plaintiffs contend that they only worked out that the initial sealing of the plans of subdivision was unlawful or illegal when Mr. Thompson opened the 'black folder' in August 2000 and reviewed the copy of the complete plans for the industrial allotments."*

Then at paragraph 84:

- *"However, what is clear from a book of pleadings annotated by Mr. Thompson is that Mr. Thompson had formed the view prior to the settlement of the prior Tylden Rd proceeding in 1991 that the initial sealing of the plans was unlawful. The 'new' matters that the plaintiffs are now seeking to rely upon have been known to them since prior to 1991 "*

Then at paragraph 85:

- *"The following extracts are quotations from Mr. Thompson's handwriting in the book of pleadings*

- *this is the critical new fact that the plaintiffs contend that they were unaware of until August 2000;*
 - *'Notwithstanding it was illegal Buchanan had sold at least two of the allotments (notices of disposition opposite). In order to avoid the provisions of section 9 of the Sale of Land Act which at that time prevented the sale of allotments on subdivisions of more than two allotments (etc) Buchanan then lodged seven separate plans which were contrived to create several subdivisions of two lots each''*

In these carefully prepared paragraphs Delany and his junior Greg Ahern and his instructing solicitor Michelle Elizabeth Dixon very, very carefully and unequivocally represented to Osborn;

- 1) That my key contention, (my cause of action), is that the initial sealing of the plans of subdivision was unlawful or illegal and that the plans were sealed in such a way as to avoid the **operation** of section 9 of the Sale of Land Act 1962
- 2) That I contend that I only worked out that that sealing of the plans (in that manner) was unlawful in 2000.
- 3) That (in the face of my supposed contention) it is clear from the Book of Pleadings that I had formed the view that prior to 1991 that the initial sealing of the plans (in the manner described by Delany) was unlawful.
- 4) That the extract from the book of pleadings and transcribed into paragraph 85 of Delany's outline *"is the critical new fact that the plaintiffs contend they were unaware of until August 2000."*

These representations by Delany and Co were specifically vicariously relied upon and acquiesced to by Garde and Co.

Delany and Co did not set these things out in their Outline before Master Efthim and nor did they indicate or imply in any document whatsoever that they intended to make and rely upon such representations before Master Efthim or that they intended to rely on the so called book of pleadings.

In the closing minutes of the hearing before Master Efthim, at pages 87 to 92 of the Transcript of 15th November 2005 before Master Efthim Delany very carefully made submissions to Master Efthim in essentially the same terms as those set out in paragraphs 82 to 85 of their outline before Osborn.

The extract from the so called book of pleadings transcribed into paragraph 85 of Delany's Outline before Osborn is an accurate transcript of my handwritten notes in page numbered 5 of the so called book of pleadings.

In the closing minutes of the hearing before Master Efthim Delany took Master Efthim to page 5 of the so called book of pleadings. Delany then read from page 5 in a most theatrical manner and interspersed his comments. (for understanding I have emboldened what Delany read from the so called book of pleadings and italicised his interspersions.)

- *"if we go to page 5 and you weren't taken to this handwritten note, this is very important", notwithstanding it was illegal Buchanan had sold at least two of the allotments, Notices of Disposition opposite, "One might say why was it illegal?", In order to avoid the provisions of section 9 of the Sale of Land Act. "Isn't that interesting," which at that time prevented the sale of allotments on subdivisions of more than two allotments. Buchanan then*

lodged "what did he do? He" lodged seven separate plans which were contrived, "written in the Plaintiffs own hand", to create several subdivisions of two lots each.

After this piece of theatre Mr. Delay went on, with a flourish, to say;

- *"This is the critical piece of information you're being told that this poor man didn't find out until 2000 and didn't realise he had this great case"*

Delany then went on reading and commenting further from the "Book of Pleadings" and then an exchange took place between Master Efthim and Delany

MASTER: ***"He refers to it in his own writing"***.

MR DELANY: *"That's right."*

MASTER: ***"You go back to his affidavit and say he must've known this - - -"***

MR DELANY: *"All the things he relies on now, which were outlined to you, not only did he know but he made notes about, and what's more we've had a complaint about the giving of false evidence in the Magistrates' Court at Bendigo. (Note:- In my affidavit I swore the cause of action had been concealed by perjury and falsification of documents and that I discovered the these things in 2000.)"*

Not Surprisingly and as planned Master Efthim was exceedingly impressed by Delany's submissions.

Master Efthim was further impressed by the submissions of Delany because at page 35 of the Transcript of 15th November 2005 the following exchange between my Barrister John Middleton QC and Master Efthim occurred;

MIDDLETON *"Now, the villain in this litigation - sorry, one of the villains in this litigation is a fellow called Mr Buchanan and Mr Buchanan obviously sought to avoid the operation of s.9 and one way or the other the two defendants in this proceeding were involved in that avoidance. I will explain to you how it happened when I come to some simple facts. You had to comply with s.9, simple way of doing it, lawyer telling you how to avoid it."*

MASTER: *"Two allotments."*

MIDDLETON: *"And do lots of them."*

MASTER: *"As was mentioned yesterday, nine twos are 18, from memory."* (on the previous day Delany QC had told Master Efthim about avoiding section 9)

Master Efthim was then further impressed by Delany's submissions because Middleton QC went on to say;

- *... ... To put the bottom line on this, Master, **this is the first time that it's been alleged that the initial sealing of the plan of subdivision was unlawful** or illegal and that's despite the fact that we've had lots of the proceedings and when I take you to Justice Kaye's decision, not for very long, it's apparent that everybody before Justice Kaye proceeded on the assumption that a*

subdivision was lawful. Everybody in the Magistrates' Court proceeded on the assumption that the subdivision was lawful. Same in the County Court. (Transcript page 38)

- *"What we are doing is going back a step which was never thought of, never even contemplated that the subdivision itself would be unlawful." (transcript page 38)*

Then at page 55 of the transcript the following exchange took place between Master Efthim and Middleton;

MASTER: *"Then an event happens in 2000, and then he looks at it, then he works all this out."*

MR MIDDLETON: *"That's it. When we say works it all out, works out that **the original subdivision was unlawful**. It's important for us to identify and we say once you do identify it we succeed, identify what it is that is **the cause of action being brought here** and what it is that he discovers. What it is is that **the original subdivision was always flawed**. The foundation, if you like, was always dodgy. The foundation didn't exist for everything else that was litigated. It simply wasn't there. It was all based upon the premise that the subdivision was lawful." (My emphasis)*

From the very careful misrepresentations of Delany SC and Co and from the corroborating representations of Middleton QC and Co Master Efthim was very powerfully advised;

- 1/ That the Sale of Land Act 1962 could be and was avoided by means of fabricated two lot plans of subdivision.
- 2/ That the cause of action in the proceeding was the unlawful sealing of illegal plans which had been contrived to avoid section 9 of the Sale of Land Act 1962.
- 3/ That page 5 of the so called book of pleadings contained notes, written in my own handwriting, which demonstrated that in 1991, at the time of compiling the so called book of pleadings, I was aware that **In order to avoid the provisions of section 9 of the Sale of Land Act.,**" which at that time prevented the sale of allotments on subdivisions of more than two allotments. Buchanan then lodged seven separate plans which were contrived, to create several subdivisions of two lots each.

As a consequence of and in reliance upon the representations of Delany and the corroborating submissions of Middleton QC Master Efthim transcribed page 5 of the so called book of pleadings into his Reasons;

57. I do not propose to repeat what was written on all of those pleadings but to highlight some of the important matters which written in the book of pleadings. They are as follows:

Page 2

- *"On 12 February 1980, Buchanan lodged a notice to the effect of the 13th schedule of The Local Government Act."*

Page 5

- *"Notwithstanding that it was illegal Buchanan has sold at least 2 of the allotments... in order to avoid the provisions of Section 9 of the Sale of Land Act which at that time prevented the sale of allotments on subdivision of more than two allotments etc Buchanan then lodged seven separate plans which were contrived to create several subdivisions of two lots each."*

Master Efthim also transcribed other parts of the book of pleadings and then went on to say;

58. Clearly on an analysis of the pleadings by Mr Thompson, it appears that nothing has been concealed from the Plaintiffs I do not accept the submission that the notations on these pleadings are proof that Mr. Thompson was under a wrong impression. The only conclusion that I can come to is that there can not have been any concealment.

Master Efthim then made orders striking out my proceeding and he awarded indemnity costs against me because in the face of my affidavit the cause of action as unequivocally described by Delany and unequivocally described by Middleton's corroborating submissions had manifestly not been fraudulently concealed as alleged by me in my affidavit.

Now to the truth and facts which were before each of Garde and Co and Delany and Co and Middleton and Master Efthim.

First to the explicit and exceedingly simple law which could be readily understood by a ten or twelve year old child. (all of the handwriting in the so called book of pleadings on the following pages is mine and was done in 1991)

The following picture is a true copy of part of page numbered 1 of the so called book of pleadings.

Notice by person proposing to lay out street, &c., on or to subdivide private property.
S. 569 substituted by No. 6975 s. 23.
Non-application of subdivision to sales to Crown, &c.
Para. (b) substituted by No. 7495 s. 33 (a).

569. (1) Where in the case of any land to which this subdivision applies any person intends—

(a) to make or lay out on such land any new street road lane or passage whether the same respectively is to be dedicated to the public as a highway or not; or

(b) to subdivide such land into two or more parts otherwise than by the sale transfer or conveyance of one or more parts of the land to the Crown or to any person on behalf of the Crown or to any public statutory body constituted under any law of the State or the Commonwealth—

such person shall—

(c) give notice of his intention to the council in writing in the form of the Thirtieth Schedule; and

(d) submit to the council a plan and a copy thereof which copy shall be retained by the council and also as many additional copies thereof as for the purposes of reference to statutory authorities the council thinks necessary.

Thirtieth Schedule.
Plan.

(h.g.f.)
No
6299

for this matter Parkvalley P/L (R BUCHANAN FAMILY Co)
intended to subdivide the subject land
into 18 Residential allotments.

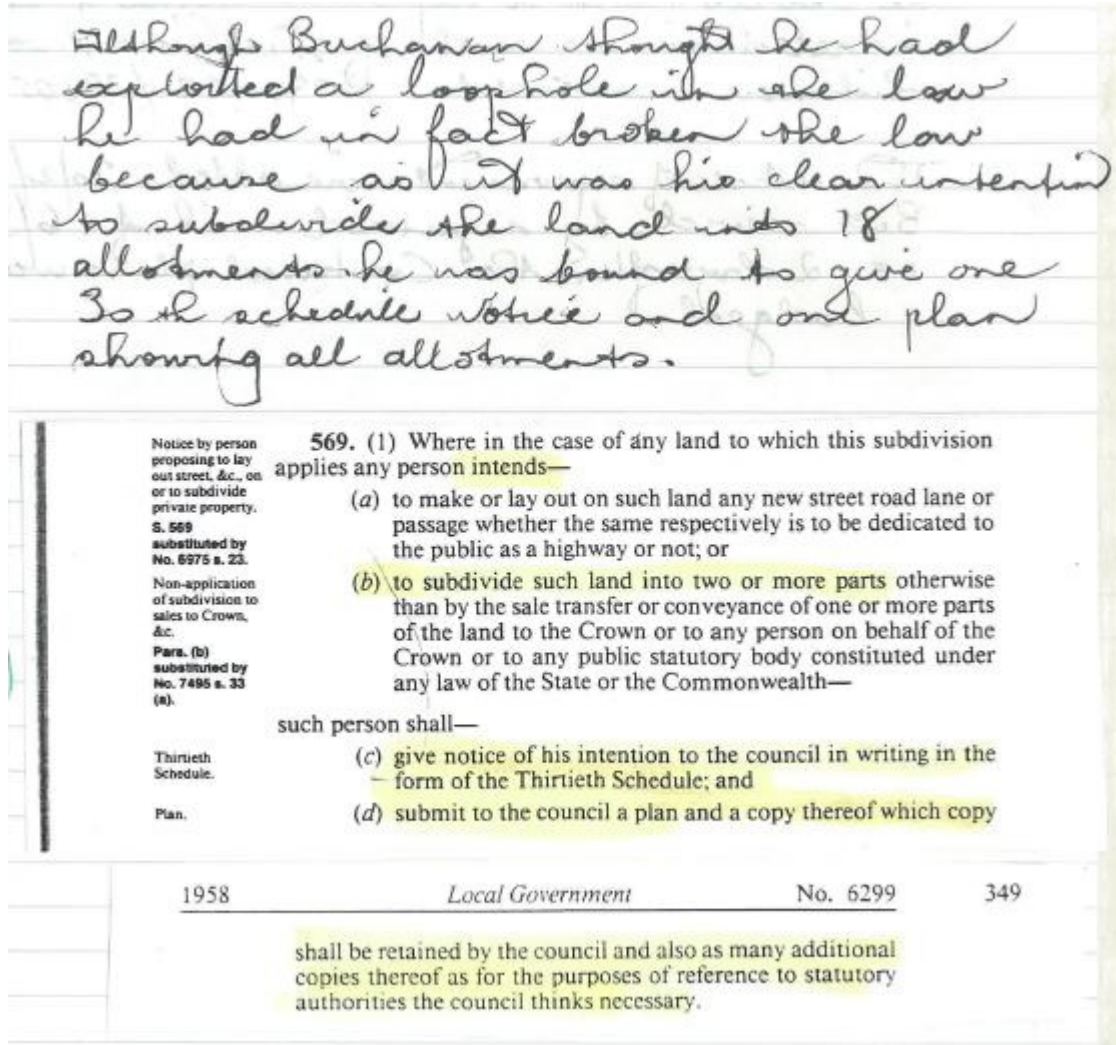
The following picture is a true copy of part of page numbered 3 of the so called book of pleadings. Note the words underlined by me "or in respect of any land such a notice is required to be given"

9. (1) Where a notice of intention to subdivide land into allotments in the form of the Thirtieth Schedule to the *Local Government Act 1958* has been given (whether before or after the commencement of this Act) or where in respect of any land such a notice is required to be given no person shall sell any such allotment unless the land is under the operation of the *Transfer of Land Act 1958* and the allotment is an allotment on a plan of subdivision approved by the Registrar pursuant to section ninety-seven of that Act.

(2) Any agreement for sale entered into in contravention of the last preceding sub-section shall be absolutely void and of no effect and any person who has paid any money under such agreement shall be entitled to recover the same.

→ THREE OR MORE
Sale of subdivided land to be prohibited before plan approved by Registrar.
1963 BY 7052
(52 OF LAND ACT)

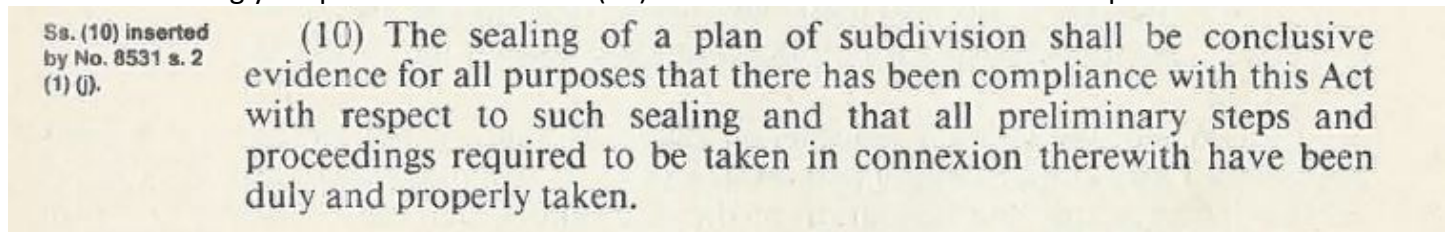
The following picture is a true copy of part of page 8 of the so called book of pleadings.



At this page 8 my handwritten notes clearly and unequivocally set out that Buchanan had not avoided the law because "it was his clear **intention** to subdivide the land into 18 lots " and thus was caught by the words underlined by me in the copy of s.9 on page 3 of the so called book of pleadings.

From these extracts from the so called book of pleadings it is manifest that s.9 of the Sale of Land Act cannot be avoided at all let alone by any possible contrived plans. By virtue of the words carefully underlined by me in the copy of s.9 that subsection manifestly applies where the mere intention of the subdivider is a subdivision of three or more allotments. This fact was explicitly set out in my handwritten notes on page 8 of the so called book of pleadings. My handwritten notes expressly state that Buchanan broke the law, he had not avoided s.9 of the Sale of Land Act 1962.

Further exceedingly simple law. Section 569B(10) of the Local Government Act 1958 provided.



The further fact is that by operation of s.569B(10) there is no such thing as unlawful sealing. Manifestly each and every submission of Delany and Co and Middleton was false.

The submissions of Delany and Co made with the manifest connivance of Garde and Co were complete and utter fabrications which flew in the face of the facts and the law demonstrably known to them.

It is not credible that each of Major General Garde QC and Jim Delany SC and their respective juniors, Sharon Burchell and Greg Ahern and their respective instructing solicitors Steven Mark Edward and Michelle Elizabeth Dixon were each individually and collectively unaware of the exceedingly simple law and that their carefully planned submissions were false and in the face of the simple law set out and simplistically and unequivocally explained by me in the very document they relied on.

The incredibly and grossly grievously negligent submissions of my barrister John Middleton QC were in the face of the law and the facts known to him and additionally in the face of my express written instructions to him.

On 11th November 2005 I attended a pre-hearing conference with Middleton and his junior and my then solicitor, I was told to be quiet while they worked out tactics, during this time I formed the view that Middleton was unduly concerned by the so called book of pleadings and the contrived series of plans, I butted in and explained the facts. While flying home my then partner said to me to the effect those pompous bastards took no notice of you. I therefore decided to drop my partner off at Dubbo and fly to my hometown of Orange for the purpose of urgently emailing written instructions to Middleton. I arrived late in the day and without time for sophisticated nicety or detail or reference to documents I hurriedly prepared a document to email to Middleton and his Junior, Neil Adams.

I emailed the document at 4.26 PM and confirmed receipt with Middleton's secretary.

From: Glenn [mailto:glenn@cvcoupling.com]
Sent: Friday, 11 November 2005 4:26 PM
To: 'neil.adams@bigpond.com'
Cc: 'jmidlet@aicken.com.au'; 'jmiddlet@aickin.com.au'
Subject: Thompson V Macedon Notes.

Hello John and Neil

Hopefully this is clear enough. Fact is the book of pleadings helps us as does the Black folder. The folder continues the deception first set out in the Magistrates Court.

Regards
Glenn

Part of my hurried instructions in the attached document said;

- 3) It is clear (and the LGA intends at s 569(10)) that the unlawful sealing of a plan is, of itself, of no consequence because once sealed s569(10) operates (and rightfully so) to make the sealing lawful, and once approved by the Registrar of Titles any allotments created, in the absence of any further deficiency, are indistinguishable from all other allotments
- 4) I knew the detail about Buchanan's avoidance of S9 of the sale of land act as early as about 1985 but could not and still cannot show that the Council had any knowledge of the effect of the series of plans and in any event the fact is that even if the Council did know it was not the sealing of the plans which caused my loss and damage.

- 5) By the time of my writing the notes in the book of pleadings I also knew that each of the plans was in breach of s569A(1)(a) because the plans did not show all allotments, roads etc however this knowledge was of no consequence and the sealing of these plans did not cause me the loss and damage and in any event 569(10) validated the sealing.

Due to my hurry my reference to 56910 was meant to be 569B(10), the words "Buchanan's avoidance" in paragraph 4 should read "Buchanan's intended avoidance" and the words "knowledge of the effect" should read "knowledge of the intended effect" The further deficiency referred to by me was absence of services.

My written instruction to Middleton manifestly set out;

A/ That by virtue of the operation of s.569B(10) of the Local Government Act there is no such thing as unlawful plans or unlawful sealing of plans.

B/ That as early as about 1985 I knew about the fabricated series of plans and that they had been contrived to be separate two lot subdivisions for the purpose of avoiding s.9. (it was actually 1983 but in my hurry I guesses 1985)

C/ The sealing of the plans did not and could not cause my loss and damage and therefore did not and could not constitute any part of the cause of action.

Contrast now the submissions of Middleton with the law squarely before him and my sufficiently clear written instructions to him.

In the face of the law and my written instructions and with grossly grievous negligence or without caring whether his submissions were true or false Middleton submitted;

A/ That s.9 of the Sale of Land Act could be avoided by means of fabricated two lot plans of subdivision.

B/ That this is the first time its been alleged that the initial sealing of the plan of subdivision was unlawful.

C/ That in 2000 I worked out that the original subdivision was unlawful.

Middleton made numerous other submissions surrounding and building on these his fundamentally grievously negligent (or worse) misrepresentations.

On the face of it Middleton simply fabricated his submissions to accord with whatever mistaken or careless views he held and without caring whether his submissions were true or false. Little wonder lawyers make and uphold laws where they cannot be sued.

The incredible corrupt scheme of Garde Delany and Co.

In the face of the law and the facts and unequivocal allegations in the Amended Statement of Claim and incredibly in the face of the simplistic explanations set out in the so called book of pleadings itself Major General Greg Garde QC, Sharon Burchell, Steven Mark Edward, Jim Delany SC, Greg Ahern and Michelle Elizabeth Dixon conspired with one another to pervert the course of justice by corruptly leading Master Eftim to believe that the **purpose** alleged at paragraphs T7 of the Amended Statement of Claim was the gravamen which offended the Limitation of Actions Act.

They further conspired with one another to corruptly lead the Master to Believe that the said **purpose**, was to avoid the provisions, (as distinct from **effect**) of s.9 of the Sale of Land Act and that supposed unlawful plans had facilitated that avoidance and that the Council had openly disclosed the fact of those unlawful plans and that my early knowledge of those unlawful plans and that they facilitated avoidance of s.9 was set out in my own handwriting in the so called book of pleadings exhibited by Steven Mark Edward.

The avoidance of the **effect** of s.9 was expressly and unequivocally defined as being the **purpose** and it is manifest that a purpose is not the thing alleged, i.e. the man robbed the bank for the purpose of feeding his children. In this instance the Amended Statement of Claim specifically and unequivocally alleged that the Council sealed the plans in breach of its duty to refuse to do so and that the **purpose** was to **avoid** the effect of s.9

It is simply not credible that the collective minds of these lawyers held a belief as to truth their scheme and the fact that they did not hold that belief is well and truly evinced by their collective corrupt and conspiratorial conduct to conceal their intent and which I will shortly describe but for understanding I will first set out the true gravamen.

The true gravamen

My Affidavit in opposition to the application of Delany Garde and Co said ;

My present cause of action is that the Council did in breach of its specific duty seal the residential series of plans and the industrial series of plans and the plans of cluster subdivision in full knowledge that the allotments thereby created were unusable due to a lack of services and in full knowledge that there was no lawful means to compel or cause construction of those services in order to make the allotments useable.

This unequivocal statement by me has zero, zip, zilch to do with unlawful or deficient plans and does not include any assertion as to s.9 at all.

The Amended Statement of Claim expressly alleged that the Council had sealed the plans in full knowledge that the required services were not present and that the Council had omitted to serve a Notice of Requirement requiring the developer to provide those services to the Tylden Rd subdivision.

The Amended Statement of Claim further alleged that the Council sealed the plans in the manner alleged for an ulterior **purpose**, namely to avoid the **effect** of s.9 of the Sale of Land Act (my emphasis; the carefully pleaded words "**purpose**" and "**effect**" are critical.)

As I have detailed above it is manifest that the provisions of section 9 of the Sale of Land Act 1962 cannot be avoided at all let alone by a series a series of two lot plans in lieu of a required multi lot plan.

Similarly s.569B(10), for obvious socio economic reasons, provides and ensures than the sealing of plans of subdivision is lawful in all respects. Our system demands inviolable titles.

The pleadings of the Amended Statement of Claim and the assertion of my affidavit were clear and unmistakeable, the unlawful act of the Council was not the sealing of the plans per se, it was that, in the circumstances alleged, the Council sealed the plans in breach of its duty to refuse to seal them.

The unlawful act was and was expressly and unequivocally stated by me in my affidavit and the Amended Statement of Claim to be the breach of section 569B(7) of the Local Government Act.

Sections 569(1), 569B and 569E of the Local Government Act and section 9 of the Sale of Land Act were very carefully coordinated and related provisions of the legislation,

- Section 569(1) required a developer to give notice of his intention to subdivide,
- s569B(7) required a Council to refuse to seal the plans unless each and every allotments was a usable allotment,
- s.569E(1) provided that the Council could impose a requirement that the subdivider provide such works as were necessary to render allotments useable,
- s.569E(3)(e) provided that the Registrar of Titles shall not approve a plan of subdivision until such time as he received a statement from the Council that any s.569E requirement had been either complied with or withdrawn; and;
- s.9 of the Sale of Land Act 1962 prevented the sale of any allotment in respect of which a subdivider was required by s.569(1) to give notice of intention in respect of a proposed subdivision consisting of three or more allotments.
- s.97(2A) of the Transfer of Land Act prevented the Registrar of Titles from approving a plan of subdivision unless he was satisfied that there had been no contravention of s.9 of the Sale of Land Act.

The manifest **effect** and manifest intended **effect** of s.9 of the Sale of Land Act was that a subdivider could not sell allotments which were unusable due to a lack of services required by the Council for their use.

Corrupt and/or underfunded developers were desirous of selling allotments before they were lawfully entitled to so as to raise the funds necessary to pay for the required services.

A corrupt Council could facilitate avoidance of the **effect** of section 9 of the Sale of Land Act by either;

- (a) withdrawing s.569E requirements in full knowledge that the required services were not present; or;
- (b) by falsely advising the Registrar of Titles that the requirement had been complied with when they had not been complied with; or;
- (c) by omitting to make a requirement when services necessary to the use of the land were not present and then sealing the plans in full knowledge that they allotments were unusable unless and until the developer of his own free will provided the necessary service and after selling allotments and realising the funds necessary to provide the services.

In either case the Registrar of Titles would rely upon the plans sealed by the Council and whether or not he was prevented by the operation of s.569E(3)(e) of the LGA from approving those plans and if the Council acted in any one of the abovementioned corrupt manners the Registrar of Titles would approved plans of subdivision in ignorance of the fact that the allotments were unusable and the corrupt developer was then free to sell allotments before he was otherwise lawfully entitled to and while they were unusable due to a lack of services necessary to their use.

In the instance in question and as specifically stated in my Affidavit and unequivocally alleged in the Amended Statement of Claim the Council facilitated avoidance of the **effect** of s.9 of the Sale of Land Act by;

- 1) abandoning the 18 lot plan which had been filed
- 2) omitting to serve the Notice of Requirement which it had resolved to serve in respect of that 18 lot plan
- 3) processing a number of contrived plans in lieu of that 18 lot plan.
- 4) sealing those contrived plans in full knowledge that there were no services and there was no lawful means of ensuring provision of those services; and;
- 5) sealing those plans in breach of its duty at law to refuse to seal those plans as provided by s.569B(7) of the Local Government Act 1958.

These things constituted the gravamen of the Amended Statement of Claim and manifestly it was these things which were capable of causing loss and damage and constituting a gravamen.

In addition to these things in full knowledge that there was no enabling resolution of the Council the Shire Secretary, Stan Porter fabricated Notice of Requirement in respect of each contrived plan and then subsequently by letter dated 24th November 1980 Stan Porter advised the Registrar of Titles that the supposed requirements had been complied with when he knew well that they had not been complied with.

The effect of these things was to facilitate avoidance of the **effect** of s.9 of the Sale of Land Act 1962 and accordingly the Amended Statement of Claim alleged that the **purpose** of these things was to facilitate avoidance of the **effect** of s.9.

It is impossible to reasonably construe this **purpose** as constituting the gravamen or any part of it. The **purpose** did not and could not cause or contribute to any loss or damage.

The conspiracy to deceive Master Efthim and to pervert the course of justice;

- 1) The fact known to Steven Mark Edward and Major General Greg Garde is that the so called book of pleadings consisted of the corrupt and dishonest concatenation by them of two disparate documents;
 - a) A small plastic comb bound document prepared by me consisting of ordered cut and paste copies of the various paragraphs of the Statement of Claim and the Amended Defence in the 1988 Tylden Rd and properly and appropriately entitled "Book of Pleadings".
 - b) A further completely disparate and substantial steel ring bound document dishonestly or at least improperly obtained by Steven Mark Edward and which document was known by him to be a privileged document prepared by me for the purpose of briefing my 1991 Barrister Mr. Francis Tiernan and for the purpose of obtaining legal advice.
 - i) **Appendixes 6, 7, and 8 hereto are true photographs of those two manifestly disparate documents.**
- 2) Steven Mark Edward was initially the sole person other than myself and Francis Tiernan with knowledge of the existence of and content of the further privileged document and Steven Mark Edward was the sole person other than myself having possession of a copy of that document.

- 3) At some point Steven Mark Edward communicated that privileged document or detail of it to Major General Garde QC and Sharon Burchell and Delany and Greg Ahern and Michelle Elizabeth Dixon.
- 4) At some point one or more of those individuals devised a scheme to misrepresent the law and the content of that privileged document and to also falsely represent that the **purpose** defined in the Amended Statement of Claim constituted the gravamen which offended the Limitation of Actions Act and that grievously corrupt scheme was communicated to and agreed to and acted upon by the remainder of Garde and Co and Delany and Co.
- 5) A corrupt scheme to exhibit that privileged document was then devised and that scheme was to concatenate the genuine book of pleadings and the privileged document and then corruptly and dishonestly represent those two disparate documents as being a single document and being a genuine court document commonly known as a book of pleadings and capable of being legitimately in Edward's possession and legitimately exhibited by him and legitimately relied upon by Delany, Garde and Co.
- 6) Steven Mark Edward then swore a number of false affidavits to dishonestly legitimise his illegitimate and fabricated exhibit corruptly and dishonestly described by him and Major General Greg Garde QC as being as being "a true copy of the plaintiffs document entitled 'book of pleadings'" (full detail of the false affidavits are set out at Appendix A at website <http://courtsontrial.com> -- immediately pertinent detail herein)
- 7) Delany, Ahern and Dixon were seconded to do the hard yards and make the necessary deceptive preparatory affidavits and submissions before Master Efthim and which were carefully prepared according to a collective further scheme and in a corrupt manner intended to conceal the corrupt and fabricated submissions which they intended to make and to conceal reliance on the so called book of pleadings..

The Scheme to conceal the scheme.

Garde and Co and Delany and Co mounted a summary dismissal application predicated on the corrupt scheme to misrepresent the gravamen of the Amended Statement of Claim and the law and on an overt misrepresentation of the privileged document corruptly exhibited by them as a document discovered by me in 1999 and now legitimately exhibited by Edward.

The primary fraudulent scheme developed by Jim Delany SC and Major General Garde QC and their respective Juniors and instructing solicitors was to;

- Deceive the Court in to believing that a misrepresentation of the **purpose** defined at paragraph T7 of the Amended Statement of Claim constituted the "cause of action" (hereinafter referred to by me as the **pseudo** "cause of action")
- That page 5 of the so called Book of Pleadings demonstrated that I was aware of that **pseudo** cause of action at the time of writing the Book of Pleadings in 1991
- That the Council had openly disclosed that **pseudo** "cause of action" by discovering a complete copy of an industrial plan.

A further secondary scheme developed by Delany, Garde and Co was a scheme to conceal the primary scheme and that further scheme was to use **euphemisms** whenever it was necessary to allude to the **pseudo** "cause of action" and by this secondary scheme I and my lawyers were purposefully led to

believe that the **euphemism** was a reference to the true "cause of action" while they understood it to be a reference to the **pseudo** cause of action".

A further or third scheme was to develop or morph initially innocuous false assertions by Michelle Elizabeth Dixon into outright lies with the appearance of truth, I call these "**true lies**". (described on the website under the headings "scheme") This is exceedingly sophisticated corrupt conduct.

In simple terms the primary scheme was to represent the **PURPOSE** defined in the Amended Statement of Claim and my Affidavit of 18th October 2005 as being or constituting their **pseudo** "cause of action" i.e. the **pseudo** cause of action was that the council sealed the plans for the purpose of directly avoiding the provisions (as distinct from effect) of section 9 of the Sale of Land Act and to them misrepresent the content of the Book of Pleadings by presenting page 5 of the Book of Pleadings and fraudulently representing the Book of Pleadings as evidence that I was aware of their **pseudo** "cause of action" at the time that I compiled it in 1991 and that the council had openly disclosed their **pseudo** "cause of action" by discovering a complete copy of an industrial plan

Now of course this conspiracy was outright fraudulent.

- The **purpose** is not and cannot be construed as the cause of action.
- The contrived plans did not facilitate avoidance of section 9.
- The contrived plans did not and could not cause loss and/or damage.
- The so called Book of Pleading manifestly sets out that the contrived plans do not facilitate avoidance of s.9
- No document in existence or capable of ever existing, let alone a complete plan discovered by the Council, could openly disclose their **pseudo** cause of action and specifically cannot disclose that stupid two lot plans facilitate avoidance of section 9 of the Sale of Land Act.

No document in existence or capable of ever existing can disclose that **pseudo "cause of action"** because section 9 of the Sale of Land Act simply cannot be avoided at all let alone by means of stupid two lot plans of subdivision which are mere testament to stupidity and criminal intent of Buchanan and his dishonest solicitors and are now demonstrated to be testament to the fraud of Delany, Garde and Co.

Whenever it was necessary to refer to the cause of action Garde and Delany and Co used phrases such as I have set out below as euphemisms for their **pseudo** "cause of action". Those set out immediately below are from Delany and Co's Outline of Submissions before Master Efthim;

- paragraph 36 "*fresh allegations*"
- paragraph 43 "*the claims made by the plaintiffs*"
- paragraph 52 " ... *the cause of action...*"
- paragraph 54 " ... *the allegations in the omitted paragraphs ...* "
- paragraph 55 " ... *the events ...* "
- paragraph 66 "*the claims sought to be advanced*"
- paragraph 68 "*.. the claims he now seeks to advance ...* "
- paragraph 70 "*.... the matters pleaded in the omitted paragraphs* "

In addition at paragraph 49 of their contrived Outline Edward, Garde and Burchell used "*what the first plaintiff has deposed*"

Each and every affidavit and other document of Garde and Co and Delany and Co used such euphemisms to conceal their scheme to fraudulently misrepresent the law and the so called book of pleadings.

In their collective deceitful little minds however, these phrases were euphemisms for **the pseudo** "cause of action". Delany, Garde and Co knew that they each understood one thing while intending and knowing and intending that I was deceived into understanding another. (full details including link to all documents available at <http://courtsontrial.com>)

In addition there was no mention of the so called book of pleadings until for their collective deceitful purpose Garde surreptitiously introduced it at paragraph 49 of his Outline of Submissions before Master Efthim and, in the circumstances deceitfully, asserted that my handwritten notes are in accord with my affidavit whereas the truth known to him was that my handwritten notes were not in accord with his and his cohorts intended corrupt misrepresentations of them and the facts and the law.

Finally having brought the strike out application Delany Garde and Co led off at the hearing, incredibly they spoke for a day and a half and did not say a thing of relevance. Delany then made his deceitful submissions in respect of the so called book of pleadings in the dying minutes and in supposed reply to Middleton, the reality however was that the supposed reply was in fact their principal and entire case which was deceitful and dishonest and likely to be exposed as such had they mentioned it in their documents or opening instead of using their euphemisms.

If Delany, Garde and Co held a belief as to the truth of their intended and exceedingly well planned misrepresentations they would not have concealed them as they did.

Significantly the conduct evinced is so outrageous to normal sense of honesty that these people must have been secure in the knowledge that their fellow lawyers would not expose the fact of the corrupt conduct.

This brings me to a further significant point, from his own personal knowledge my Junior Barrister, Neil Adams, was fully aware that the Affidavits of Steven Mark Edward were false, I provided him with photographs and instruction to expose the fact of the false affidavit and he refused, his exact words were to the effect; "the court does not want to hear about that sort of thing". Adams was then content to sit silently while Garde falsely represented that my Affidavit was false, Master Efthim accepted Garde's corrupt representations in that regard and held that my Affidavit was false. In other words Adams was content to sit by and have me, his client, impugned rather than expose the corrupt conduct of his fellow lawyers. (full detail on the abovementioned website).

The Hearing before Osborn.

Because of their abject grievous neglect as detailed above I had sacked and seriously berated my lawyers and particularly Middleton and I was acting as self represented litigant before Osborn. In the face of the explicit facts Justice Middleton denied having acted negligently as explicitly evinced above and he refused to appear in the appeal to explain the fact of his abject neglect to the Court and he refused to refund the \$80,000 obtained by him in the complete absence of valuable consideration.

With Garde, Delany and Co there was no longer any need for surreptitious deceptive conduct, the cat was out of the bag and they were abundantly successful before Master Efthim and probably well

emboldened by the astoundingly grievously neglectful submissions of John Middleton QC who by the time of the appeal before Osborn had become His Honour Justice John Middleton of the Federal Court. With no further need for skulking, secrecy or other corrupt dishonest tactics intended and designed to deceive and conceal Delany and Co were upfront.

At paragraph 82 of their Outline before Osborn, under the bold heading "**No concealment of the cause of action: book of pleadings**", Delany, Ahern and Dixon say:

- *"The plaintiffs key contention in the current proceeding is that the initial sealing of the plans of subdivision was unlawful or illegal and that the plans were sealed in such a way so as to avoid the operation of section 9 of the Sale of Land Act 1962 (Vic)"*

Then at paragraph 83, as a continuing slant Delany and Co represent:

- *"The plaintiffs contend that they only worked out that the initial sealing of the plans of subdivision was unlawful or illegal when Mr. Thompson opened the 'black folder' in August 2000 and reviewed the copy of the complete plans for the industrial allotments."*

Then at paragraph 84:

- *"However, what is clear from a book of pleadings annotated by Mr. Thompson is that Mr. Thompson had formed the view prior to the settlement of the prior Tylden Rd proceeding in 1991 that the initial sealing of the plans was unlawful. The 'new' matters that the plaintiffs are now seeking to rely upon have been known to them since prior to 1991"*

Then at paragraph 85:

- *"The following extracts are quotations from Mr. Thompson's handwriting in the book of pleadings*
 - *this is the critical new fact that the plaintiffs contend that they were unaware of until August 2000;*
 - *'Notwithstanding it was illegal Buchanan had sold at least two of the allotments (notices of disposition opposite). In order to avoid the provisions of section 9 of the Sale of Land Act which at that time prevented the sale of allotments on subdivisions of more than two allotments (etc) Buchanan then lodged seven separate plans which were contrived to create several subdivisions of two lots each'"*

Because the appeal was by way of rehearing de novo Delany led off and as one would expect having regard to his now upfront Outline he repeated the corrupt and dishonest garbage put to Master Efthim and I have no need to repeat that here.

My submissions and assertions;

In reply I essentially put what I have set out above in respect of section 9 and again there is no need to repeat those things here.

Notably; once I had made my submissions the beyond incredible possibility that each of Delany and Garde etc were all individually and collectively identically mistaken as to the law etc that possibility was at an end.

Osborn's problem.

In my incredible naivety I fully believed that a Justice of the Supreme Court of Victoria would be apoplectically outraged at the conduct which had occurred before Master Efthim. I was wrong.

In my written submissions to Osborn I asserted;

- 1) "at the hearing before the Master my ex-Counsel misrepresented the Plaintiffs' case, the law and me personally. They failed to follow my written instructions, my affidavit and the present Amended Statement of Claim and even misrepresented the Law."
- 2) Mr. Delaney and his phalanx of legal professionals also had a completely nonsensical understanding of section 9 of the Sale of Land Act, Mr. Delaney's submission was from an even more nonsensical misunderstanding than that of my ex-Counsel.
- 3) By reference to documents and in particular the aforementioned "Book of Pleadings" Major General Garde also made reference to s.9 of the Sale of Land Act and he also adopted the complete submissions of Mr. Delaney. Mr. Garde did not correct either Mr. Delaney or my ex-Counsel. Mr. Garde did not advise the Master of the correct understanding of s.9. It is impossible to know what the Major General's understanding was.
- 4) With the greatest respect to the Master, as I will show a little later, the transcript indicates that he also held the same mistaken understanding of s.9 as did my ex-Counsel.
- 5) On the submissions made on the mistaken understanding of three Q's C, three junior Counsel, an army of lawyers and on the mistaken view of the Master as to s.9 my true case was neither put, nor argued against by the Defendants or adjudicated by the Master. They may as well have argued about the price of fish.
- 6) Shortly, in graphic detail, I will show that the Defendants and their array of legal professionals deliberately concocted the purported basis for their present applications and misled the Master on every issue put up by them.
- 7) By the time I finish this submission it will be seen that the present applications by the Defendants are nothing more than concoctions, fabrications without any basis in either fact, logic or law.
- 8) I will show that each of Mr. Delany, his junior and instructing solicitors, do not and cannot, hold a belief as to the truth of their submissions.
- 9) I will also particularly show that each of Major General Garde and his junior and particularly his instructing solicitor Mr. Steven Edward, do not and cannot, hold a belief as to the truth of their submissions.
- 10) From and including paragraph 1 of their written Outline of Submissions the submissions of The Second Defendant were simply false and misleading from top to bottom.

I then got on to even more serious issues, namely the false affidavit of Steven Mark Edward and the fact that Major General Garde is a serial offender including that he previously misled the predecessor to VCAT (which he now presides over); I asserted;

- 1) As I will shortly show the remaining submissions of the Defendants were false and must have been known to be false at the time that they were made. As I will also show the submission of the Second Defendant was also characterised by the false affidavits of Mr. Steven Mark Edward.
- 2) Over the years I have come to expect these types of misrepresentations from legal professionals, particularly from the Major General. I first met him at the bar table in 1988 when he was a mere Lieutenant Colonel. At that time the Lieutenant Colonel falsely represented that the plainly unlawful Water Supply Agreement giving rise to the first water supply, which Mr. Delaney referred to, was a lawful and enforceable agreement. I will provide full details of the serious misrepresentations of the Major General a little later in this submission under the topic "Credibility"

Full details of Steven Mark Edward's false affidavit are at Appendix A at <http://courtsontrial.com> and full details of Major General Garde's earlier and related misrepresentations are at Chapter 6 of that website.

Osborn's outrageous behaviour -- The reasons why Osborn and/or friends of his fabricated the Authenticated Order documents.

After reading my submission Osborn was palpably apoplectically outraged at me for daring to speak these truths, he adopted the role of advocate and did his best to interrogate me and to trip me up, my lawyer friend who was lending moral support only was moved to comment "you're done for".

Osborn's problem was that John Middleton QC had by that time been appointed a Justice of the Federal Court, his law school contemporary Major General Greg Garde had demonstrably been involved in corrupt conduct and had misled Master Efthim and earlier courts and then there was the further phalanx of corrupt lawyers who were plainly officers and friends of the court.

Osborn corruptly determined to fabricate Reasons which on the face of them legitimately upheld Master Efthim's Reasons.

This decision by Osborn was not an issue of prejudice, it was an overt case of corrupt conduct and done for the purpose of protecting the corrupt lawyers and the grievously negligent and apparently dishonest, by then, Justice Middleton who does not possess the character or integrity to admit to his conduct and who retains his ill gotten gains.

Plainly Osborn could not find against me on the misrepresentations of his friends so he sat in his office or wherever he secludes himself and using the well honed skills of a well and truly corrupt barrister/lawyer he examined everything to determine how he could twist and distort the facts and the law.

Osborn's Fabricated Reasons.

In respect of Tylden Rd my new cause of action before Master Efthim and Osborn was the fact that the Council had omitted to serve the Notice of Requirement on the developer Kenneth Raymond Buchanan and sealed the contrived plans in full knowledge that the services did not exist and there was no lawful means to compel provision of those services.

By way of brief background I had provided a Bank Guarantee to the Council and Water Authority to Guarantee Buchanan's performance of what I understood to be a legal obligation or duty on Buchanan to construct the roads and waterworks. Buchanan did not construct those works and the Council and Water Authority called upon my Guarantees.

The Council subsequently billed me for overrun of costs and I refused to pay because I had met the full extent of my Guarantees.

The Council then sued me in the Magistrates Court for that overrun of costs. During the Course of that proceeding I learned many things for the first time.

In the Magistrates Court the Council gave sworn evidence;

- That on 12 February 1980 Buchanan filed the 18 Lot plan and the several (contrived) plans
- That on 20th February 1980 the Council considered the 18 lot plan resolved to issue and serve Notice of Requirement in respect of that 18 Lot plan
- That on 20th February 1980 the Council served a Notice of Requirement in respect of the 18 lot plan
- That the Council processed that 18 lot plan in several parts or stages
- That the Requirement imposed in respect of the 18 lot plan extended to the several parts or stages of that plan.
- That on 19th November 1980 the Council withdrew the requirement.
- The Registrar of Titles then approved each of the several (contrived) plans.

In that proceeding the Council exhibited one single Notice of Requirement dated 20th February 1980 and which was a Notice requiring Buchanan to construct the roads and waterworks and was not a requirement empowering the Council to accept or hold or call upon my Bank Guarantees.

The Council submitted that the Requirement empowered it to hold and call upon my guarantees.

Critically; **The Council PURPORTED to have served notices empowering it to hold and call upon my bank guarantees but it had not.**

Incredibly the Magistrate found against me so I appealed to the Supreme Court.

Of present relevance is that in his written reasons Justice Kaye said; (I provide the copies of Kaye's reasons but no need to try to interpret, I dot point the relevant things after the copies)

Mr K.R. Buchanan intended to subdivide the land which was then owned by him. On 12 February 1980, Mr Buchanan lodged with the Council several plans of subdivision, together with a notice in the form of the 30th schedule of the Local Government Act 1958, as he was required to do by section 569(1) of the Act.

And;

On 20 February 1980, the Council gave Mr Buchanan a notice of requirement under section 569E(1) and (1A). By its notice, the Council required Mr Buchanan to construct all new drains, channels, streets, lanes and passages shown on the plan of subdivision and to give to it a written statement from the Kyneton Shire Waterworks Trust, that an agreement had been entered into with the Trust for the provision of water supply to all the land.

And;

the Trust was satisfied. The requirement of Mr Buchanan under section 569E was to perform road or street construction works. By paragraphs (a) and (c) of section 569E(1), the Council is empowered to require of the owner of land performance of particular street construction works in connection with a plan of subdivision and by paragraphs (b) and (d) the Council may require payment or security for an amount equivalent to the cost of carrying out those construction works by the Council itself.

The requirement by its terms, served on the applicant, was made by the Council under paragraph (a) of subsection (1) in addition to subsection (1A). By section 569E(3) the

Relying on the evidence of the Council Justice Kaye was led to believe and found;

- On 12th February 1980 Buchanan filed several plans of subdivision.
- On 20th February the Council served a Notice of Requirement in Buchanan.
- The Requirement was made under 569E(1)(a) and (1A) of the LGA and required Buchanan to construct roads and enter into a water supply agreement.
- The Requirement was not made under 568E(1)(b) or (d) which empower the council to require security.

In other words the Council served a Notice of Requirement requiring construction of roads and the Council was not entitled to hold or call upon my Guarantees because the Council had not made or served a Requirement empowering it to do so

In these proceedings before the Magistrate and Justice Kaye the Council purported to have made and served a Requirement empowering it to hold and call upon guarantees but it had not, in addition the Council had withdrawn that purported requirement.

In 1988 I issued County Court proceedings seeking recovery of the monies had and received by the Council by mistake of law.

Relying on the sworn and documentary evidence of the Council as given in the Magistrate's and Supreme Courts paragraph 7 of my 1988 Statement of Claim and the 1991 Amended Statement of Claim alleged service of that Notice of Requirement.

admitted

7. On or about 20 February 1980 the firstnamed Defendant served the subdivider with a written notice of requirement pursuant to ss.569E(1) and 569E(1A) of the LGA ("the requirement") requiring him:

(a) to construct specified works, including roadworks, on the land; and

admitted

(b) to give or cause to be given to the firstnamed Defendant a written statement from the KSWT that an agreement had been made for the provision of water supply to the land.

admitted

The immutable explicit and unequivocal allegation of paragraph 7 did not suit corrupt little Osborn's overarching corrupt intent to fabricate Reasons against me so in the face of the unequivocal allegation at my paragraph 7 at his paragraphs 115 and 116 of his Reasons Osborn said;

115 As I have already noted the amended statement of claim served in the Tylden County Court proceeding expressly alleged:

(c) The firstnamed defendant did not serve or cause to be served *any* or any proper requirements with respect to the making of such roads pursuant to s.569E(3)(b).

116 It seems to me that it is clear that at the date of this document in May 1991 the plaintiffs were fixed with knowledge of what is now said to be the central fact namely that valid notices of requirements were not served pursuant to s.569E(3)(b) in respect of the relevant lots.

Osborn then went on to corruptly provide verisimilitude to Master Efthim's Reasons for Judgment which he knew well to be related to the corrupt submissions in respect of section 9 and not in relation to service of the Notice of Requirement;

117 Longstanding knowledge of this fact is further confirmed by a book of pleadings discovered in the Tylden County Court proceeding by the plaintiffs and containing handwritten notations by the firstnamed plaintiffs . As Master Efthim observed, it is clear these notes were made prior to 1993. Master Efthim further highlighted the relevant extracts from the document in his decision which I shall amplify:

Osborn then transcribed Master Efthim's irrelevant extracts from the so called book of pleadings and added irrelevant extracts of his own to give verisimilitude to his grievously fabricated Reasons.

For his corrupt purpose Osborn omitted the following true extracts which demonstrate I did hold a belief that Notice of Requirement was served and which gave the lie to Osborn's fabrications.

Page 9

And even though the plans were not yet sealed a Notice of Requirement "had been served therefore :-

Ss. (3) amended by No. 8531 s. 3 (b) (i). (3) Where pursuant to this section the council requires the full construction or part construction of any street road lane or passage or any payment security or undertaking to be made or given in respect thereof or the provision of works of water supply sewerage or drainage the following provisions shall have effect:—

Pars. (a) amended by No. 8531 s. 3 (b) (ii). - (a) The council shall cause an endorsement to be made on the plan before it is sealed to the effect that a requirement has been made under sub-section (1) or sub-section (1A) of this section;

569 E
(3)
L.G. A.

Page 14

BUT SIMPLY IT DID NOT EVEN CROSS MY MIND THAT MY GUARANTEE WAS TO BE USED TO LET BUCHANAN OFF THE HOOK SO TO SPEAK

Page 14

I SIMPLY THOUGHT THAT THE GUARANTEE WAS REQUIRED IN THE NORMAL COURSE OF EVENTS AND THAT IT WOULD BE RELEASED WHEN BUCHANAN SATISFIED WHATEVER LEGAL OBLIGATIONS HE HAD.

Page 14

AS IT TURNED OUT I NOW KNOW THE COUNCIL
RELEASED BUCHANAN FROM HIS OBLIGATION
AND THAT EFFECTIVELY THERE WAS
THEN NOTHING TO GUARANTEE.

Page 15

THE COUNCIL AND WATER TRUST
RELEASED BUCHANAN FROM HIS LAWFUL
OBLIGATIONS AND IN DOING SO PLACED
MY GUARANTEES AT RISK.

Manifestly and in the face of Osborn's fabrications as expressed by him at his paragraph 117 the so called book of pleadings unequivocally evinces that I fully believed that a legitimate Notice of Requirement had been served and therefore s.569E(3) of the LGA applied and that I also believed that when I filed my Bank Guarantee the Council released Buchanan and let him off the hook from the obligation imposed by the requirement and that my guarantee was at risk because he was released from that lawful obligation and from that point there was no legal or lawful requirement on Buchanan and no legal or lawful requirement empowering the Council to hold or call upon my Bank Guarantee.

To demonstrate that Osborn sat wherever he secludes himself and concocted his paragraphs 115, 116 and 117 and he did so, not only in the absence of supporting material, but in the face of contrary material, the further facts are

- At page 6 of the Affidavit of Michelle Elizabeth Dixon, solicitor for the Council she swore that **paragraph 7** of the 1991 Amended Statement of Claim **alleged service of a Notice of Requirement related to construction of roads**
- In addition; in relation to paragraph 7 of this 1991 Amended Statement of Claim; at page 8 of the transcript of the first day of hearing before Osborn; Jim Delany SC, Barrister for the Council said;
 - "Now Your Honour if we go to the **amended statement of claim** which is at Tab 4 - sorry Tab 3 of Exhibit MED1, Your Honour will see that in Paragraph 4 - so **this is 13 May 91 amended statement of claim**.....Paragraph 4 says, "In February and March 1980 Mr Buchanan lodged with the council in purported compliance with s.569(1) of the Local Government Act, notices of intention to subdivide the land". And then in **Paragraph 7**, it's pleaded that, "**On about 20 February 1980 the first defendant served the subdivider with a written notice of requirement under 569E(1) requiring him to construct works**" and so on." (my emphasis)

But more importantly and more to the point Osborn extracted paragraph 20 from the Amended Statement of Claim and in the face of the above reproduced paragraph 7 and the facts and the law he took paragraph 20 and for his corrupt purpose and ulterior motive he overtly misrepresented that paragraph 20 and the facts and the law as follows.

As is manifest from the conduct before the Magistrate and from Justice Kaye's Reasons the facts are;

- 1) The Council Served a Notice of Requirement.
- 2) The Council held and called upon my bank guarantees.
- 3) Before the Magistrate the Council Represented that the Requirement empowered it to hold and call upon my bank guarantees
- 4) Incredibly, in the face of the Terms of the Notice of Requirement, the Magistrate found that the Requirement was a requirement pursuant to either s.569E(1)(b) or (d) which empowered the Council to hold and call upon my bank guarantees.
- 5) Justice Kay found the Magistrate was in error and that "*the requirement by its terms, was made by the Council under paragraph (a) of subsection (1)* "

In simple terms the Council purported to have served a Notice under s.568E(1)(b) or (d) but it had not; the Notice was in fact, unequivocally, a Notice pursuant to s.569E(1)(a)

With reference to all the matters and things set out in the so called book of pleadings and having cognisance of Justice Kaye's unequivocal Reasons my Barrister, Francis Tiernan drafted the Amended Statement of Claim;

In exact accord with the facts (as then understood)

- paragraph 7 of the Amended Statement of Claim unequivocally alleged service of the Notice of Requirement requiring Buchanan to construct the roads etc.
- paragraph 18 unequivocally alleged that the Council withdrew that requirement

Then quite separately at paragraph 20, inter alia, it was alleged that the Council was not entitled to retain and/or call upon the Bank Guarantee because;

- there was no or no proper or sufficient notice given
- the purported "requirements" had been withdrawn

These pleadings were in exact absolute accord with the facts including the facts set out in the so called book of pleadings.

Manifestly paragraphs 7 and 18 related to the actual physical Notice of Requirement genuinely served.

Manifestly paragraph 20 related to the ethereal non-physical, "requirement" which the council purported to have served and purported to have withdrawn

This is exactly as was understood and submitted to Osborn by Delany. I have already transcribed what Delany said in respect of paragraph 7, in respect to paragraph 20

After Delany's submission on paragraph 7 as reproduced above Delany then went on to make submissions in respect of paragraph 20. At pages 9, 10 and 11 of the transcript of 31st October 2006 the following exchange took place;

MR DELANY:and then 20, "In the premises, **the council was not entitled to call up the first bank guarantee**" can I assume Your Honour understands how that guarantee came about? (my emphasis)

HIS HONOUR: Yes.

MR DELANY: Well now Your Honour - so **Paragraph 20 is that the allegation that the council is not entitled to call up the guarantee** and - in for the following reasons, and over on p.9A, the failed to comply properly or order division 569 and 569E and then details are set out including in (ii) that the plans of subdivision sealed by the council contravened (a) 569(1)(a), (b) 569(1)(a), (c) and that the Plans E, F, G and H did not show at all, or showed distinctly all new streets and roads and so on. (my emphasis - "p.9A" is a reference to paragraph (a) on page 9 of the 1991 Amended Statement of Claim)

And then over at p.10, the further allegation in (v) that "the purported requirements have been withdrawn by the council within the meaning of 569E(3) and (vi) that in contravention of 569E(3)(d) the first defendant caused to be lodged with the Office of Titles a statement to the effect that purported requirement/requirements had been complied with by the owner when in fact they hadn't been" and the first defendant, that's the council, knew that such requirement or requirements had not been complied with, so there's an allegation of knowledge that the requirements hadn't been met. And (b) "there was no other valid or enforceable basis upon which the first defendant" - that's the council, "could retain or call up the guarantee".

It is therefore clear that Delany understood and submitted that the Notice of Requirement referred to in paragraph 7 related to construction of roads and paragraph 20 related to a "Requirement" empowering the Council to hold and call upon guarantees and Delany did not say or imply that paragraph 20 related to roads or the Requirement or Notice of Requirement referred to in paragraph 7.

Then at pages 13 to 20 of the Transcript Delany took Osborn through the so called Book of Pleadings and read from the (above copied part of) page 9 of the Book of Pleadings and said;

Buchanan was unable to realise the proceeds of sale due to" and then s.8A of the Sale of Land Act is set out, middle of the page, "And even though the plans were not yet sealed, **a notice of requirement had been served**, therefore" and an extract from 569E(3) is set out. (my emphasis)

Then after having taken Osborn through the 1991 Amended Statement of Claim and through the Book of Pleadings at page 28 of the transcript of 31st October 2006 the following exchange took place;

HIS HONOUR: The complaint is really that it was a plan of subdivision but it wasn't proceeded with?

MR DELANY: That's right, and that there was some back dating in relation to the seven lots, or the seven plans.

HIS HONOUR: In the sense that - - -

MR DELANY: The notice of requirement was dated prior to the date of the plans - or prior to the date of the 30th schedule relating to those plans. I think that's the complaint.

HIS HONOUR: So the notice of requirement is transferred over from the global plan to the - - -

HIS HONOUR: To the - - -

MR DELANY: - - - individual plans.

HIS HONOUR: I understand.

MR DELANY: Now of course, then what happened factually is that the - - -

HIS HONOUR: And that - - -

MR DELANY: - - - the council **released Buchanan from that requirement** on the provision of the guarantee as I understand it, I think there's no contest about that. (my emphasis)

It is thus abundantly clear that Delany's understanding of and submissions in relation to paragraph 7 of the 1991 Amended Statement of Claim and the so called Book of Pleadings was that a Notice of Requirement had been served and that a "Requirement" had been imposed upon Buchanan in respect to construction of roads and that *"the council released Buchanan from that requirement on the provision of the guarantee"*

It is also clear that Delany's understanding and submission and Master Efthim's understanding of paragraph 20 of the 1991 Amended Statement of Claim was that paragraph 20 related to (purported) "Requirement" empowering the Council to hold and call upon guarantees.

In the face of all of the above things and for corrupt purpose **Osborn extracted subparagraph 20)a)iii) of the Amended Statement of Claim** and then **deceitfully appended** the words **"with respect to the making of such roads"** and then wrote his paragraph 115 and dependant and related paragraphs. (This is mild; wait until you read the rest of Osborn's corrupt conduct)

In addition, at paragraph 66 of his Reasons Master Efthim had benignly noted; (The hearing before Osborn was on appeal from the Orders of Master Efthim)

- I note that paragraph 20 of the County Court Statement of Claim it was pleaded that the First Defendant was not entitled to retain and/or call upon the first bank guarantee as the First Defendant failed to properly comply with all provisions of Section 569E of the Local Government Act.

In addition, notwithstanding that Osborn did not have these, for completeness, I will also refer to Francis Tiernan's handwritten Court Notes which say;

8. REASONS WHY PCTS SAY THAT THE DEF'S HAD NO LEGAL RIGHT OR ENTITLEMENT TO CALL UP THE MONEYS COMPRISING THE 2 BANK GUAR'S :-

[A] - THERE WAS NO REQUIREMENT UNDER S569E ON THE LAND, ENTITLING THE COUNCIL TO CALL FOR &/OR CALL UPON THE GUARANTEE - COUNCIL, BEING A CREATURE OF STATUTE HAS ONLY THE POWERS CONFERRED UPON IT BY STATUTE & NO OTHERS

— IN THIS INSTANCE THE ONLY REQUIREMENT THAT HAD EVER BEEN MADE (20.2.1980) WAS A REQUIREMENT WITHIN THE MEANING OF S.569E(1)(A)(I) & (1A). SUCH REQUIREMENT DID NOT INVOLVE THE CALLING FOR OR GIVING OF ANY GUARANTEE. THEREFORE THERE WAS NO LEGAL BASIS AT ALL FOR THE GUARANTEE.

As can be seen Francis Tiernan's notes say exactly as Justice Kaye found and exactly as the Amended Statement of Claim, which he drafted, unequivocally alleged. Francis' notes say'

- The only requirement that had ever been made was a requirement within the meaning of s.569E(1)(a)(i) and (1A) and that is exactly as pleaded at paragraph 7
- The Defendant's had no legal right or entitlement to call upon the Bank Guarantees because;
 - There was NO REQUIREMENT

In the face of all of these things (except of course Francis's notes) and for his grievously corrupt and ulterior purpose, relying on his rendition of paragraph 20, Osborn said

57 This pleading is manifestly inconsistent with the assertions made in the firstnamed plaintiff's primary affidavit⁸ that:

"The Tylden Road proceeding was predicated upon the belief that the Council had:-

- (i) lawfully sealed the plans of subdivision; and
- (ii) lawfully issued notices of requirement in respect to the construction of roads and the construction of water works."

Now we get to the nub of where this deceitful little, little, man was going.

As detailed above Delany, Garde and Co's corrupt little scheme was to demonstrate unlawful sealing of unlawful plans and as alleged above Osborn's purpose was to ignore deny and conceal the conduct of Delany and Co and to provide credence/verisimilitude to Master Efthim's fatally flawed reasons.

Osborn's paragraph 57 sets out an exact transcript of paragraph 54 of my Affidavit.

As detailed above the question of lawfully sealed or not was limited to the question as to whether or not the Council had acted in breach of s.569B(7) of the Local Government Act because s.569B(10) fixed everything else.

The purpose of paragraph 54, was to contract the 1988 Tylden Rd proceeding with the proceeding before Osborn and for that purpose, manifestly known to Osborn, at paragraph 55 I said;

55) The present proceeding insofar as they relate to Tylden Rd.

- a) The present proceeding relates to both the industrial allotments and the residential allotments.
- b) The present proceeding is firstly predicated on the allegations that the Council:-
 - i) Sealed the plans of subdivision in direct contravention of its statutory duty to refuse to seal them (See section 569B(7) of the Local Government Act 1958) and/or purported to lawfully seal the plans for an ulterior purpose, namely to avoid the provisions of s9 of the Sale of Land Act.

So the fact known to Osborn was that notwithstanding that Osborn exactly transcribed paragraph 54 of my affidavit he knew well that it did not say or imply as intended and expressed by him, namely that the sealing of the plans per se was unlawful because of some deficiency in the plans.

The fact is that my Affidavit truthfully asserted that in 1991 I did **not know** that the Council had acted in breach of s.569B(7)

Osborn then went on to demonstrate and assert the falsity of my affidavit by asserting that the Amended Statement of Claim "**specifically alleged**" that the plans were not lawfully sealed and lawful notices of requirement were not issued.

To do this he relied on an incredible misrepresentation of paragraph 20 of the 1991 Amended Statement of Claim in the 1988 Tylden Rd proceeding.

Osborn transcribed that paragraph 20 to paragraph 56 of his Reasons - The parts relied upon by him are;

56 **The amended statement of claim then alleges:**

"In the premises, the firstnamed defendant was not entitled to retain and/or call up the first bank guarantee either pursuant to section 569E, or at all, for the following reasons:

(a) that it failed to comply properly or at all with the provisions of s.569 and s.569E in that:

(i) there was no or no proper or sufficient notices given by the subdivider, pursuant to section 569(1) of the LGA; (my emphasis)

(ii) The plans of subdivision sealed by the firstnamed defendant in relation to the land contravened:

A. section 569A(1)(a) in that each of them did not show at all, or distinctly all allotments into which the land was to be subdivided marked with distinct numbers or symbols;

B. section 569A(1)(c) in that plans 79305E, 79305F, 79305G, and 79305H did not show at all or show distinctly all new streets, roads, lanes or passages proposed to be made or laid out; (my emphasis)

- (iii) *the firstnamed defendant did not serve or cause to be served on the subdivider any, or any proper or sufficient 'requirements' within the meaning of section 569E(3)(b); (my emphasis)*

there are further allegations which are irrelevant to the present purpose but in summary they are that the Council did not retain copies of the **purported** requirement and the **purported** requirements had been withdrawn and the Council falsely told the Registrar of Titles that the **purported** requirement had been complied with.

The final part of that paragraph 20 as transcribed by Osborn was;

- (b) *there was no other valid and/or enforceable basis or ground upon which the firstnamed defendant could retain and/or call up the first bank guarantee."*

This paragraph 20 as transcribed by Osborn simply does not allege or imply that the Notice alleged to have been served in respect of roads etc was not served and to allege so would be a nonsense, in addition paragraph 20, as transcribed does not say or allege that there was no requirement on Buchanan to construct the roads. From start to end paragraph 20 relates to the purported requirements said by the Council to empower it to hold and call upon bank guarantees.

As discussed above paragraphs 7 and 20 of that Amended Statement of Claim are entirely consistent with Justice Kaye's Reasons as reflected in Francis Tiernan's handwritten Court notes and paragraph 20 only relates to the purported notices which the Council claimed by the council before Justice Kaye.

Relying on that paragraph 20 as transcribed Osborn then asserts;

- 58 *It may be that the Tylden Road proceeding was issued with these assumptions that the Council had acted lawfully, but the amended statement of claim specifically alleged that the plans were not lawfully sealed and lawful notices of requirement were not issued.*

On the face of it the transcript at Osborn's paragraph 56 simply does not allege or imply unlawful sealing at all, but I will shortly set out the mental acrobatics employed.

Osborn then says

- 59 *It is further to be observed from the allegations emphasised in the quotation above that this pleading specifically alleged that:*

- (a) *the subdivider gave no or no proper notices pursuant to s.569(1) of the Local Government Act with respect to the plans of subdivision ultimately sealed and certified;*

- (b) such plans including Plan 79305G did not show all the new roads proposed to be made or laid out;
- (c) the Council did not serve *any or any proper* "requirements" upon the subdivider;
- (d) the Council did not retain copies of purported "requirements".

I now skip to Osborn's paragraph 115, the intervening paragraphs concern a different subdivision and quotations of learned precedents which are entirely out of place in these Reasons.

Osborn's paragraph 115 almost repeats his paragraph 59 but has been morphed a little so that his assertions, derived from his rendition of paragraph 20 of the 1991 Amended Statement of Claim have been expanded at his subparagraph (c) to be "with respect to the making of such roads..... .."

115 As I have already noted the amended statement of claim served in the Tylden County Court proceeding expressly alleged:

- (a) There were no proper or sufficient notices given by the subdivider pursuant to s.569(1) of the LGA in respect of the plans of sub-division pursuant to which lots purchased by the plaintiffs were created;
- (b) Such plans including plan 79305G did not show at all or show clearly all new streets and roads required to be made in connection with the sub-division; and
- (c) The firstnamed defendant did not serve or cause to be served *any* or any proper requirements with respect to the making of such roads pursuant to s.569E(3)(b).

116 It seems to me that it is clear that at the date of this document in May 1991 the plaintiffs were fixed with knowledge of what is now said to be the central fact namely that valid notices of requirements were not served pursuant to s.569E(3)(b) in respect of the relevant lots.

At his paragraphs 136 and 137 Osborn hypothesises in respect to the Limitation of Actions Act and then says;

138 If this view be taken however, the plaintiffs faces similar difficulties to those with respect to the s.27(b) case. The matters I have canvassed above demonstrate that the Plaintiffs were aware of the fraud of the Defendants or their agent by 1993. By that date the Plaintiffs knew the Defendants had issued invalid s.569E Notices of Requirement with respect to parts of the Tylden land:

- (a) when notice of intention to subdivide had been given with respect to the whole of the Tylden Land by way of global plans of subdivision;
- (b) when the plans of subdivision the subject of such notices of requirement included parts only of the roads necessary for the whole of the subdivision;
- (c) when the Notices of Requirement were backdated to prior to the lodging of the 'contrived' plans of subdivision and were so backdated to the date of resolution to impose Notices of Requirement on the global plans of subdivision.

In this paragraph Osborn purports to set out the reasons how/why I knew that the Council issued invalid .569E Notices of Requirement, each of the things said by Osborn at his subparagraphs are manifest nonsense

At his paragraph 139 Osborn sets out paragraphs T11 and T12 of the proceeding before him and says that I knew of those things; these things, the nub is that T11 pleads that the council sealed the plans knowing that no valid notice of requirement had been served, and paragraph T12 alleges that the Council fabricated the Notices of Requirement..

On the face of it Osborn Fabricated his Reasons on the fly so to speak trying to coordinate a bunch of lies and provide them credence and as with any bunch of lies they simple undo each other, and in this instance, Incredibly with one small omission Osborn sets out the exact things said by the Council before the magistrate and before Justice Kaye and then in their pleadings and discovered documents in the 1988 Tylden Rd proceeding and which things concealed the truth from each.

At his paragraphs 3 to 6 Osborn said;

Tylden Road Factual Background

- 3 In 1979 after the initial subdivision of the Tylden land into two super lots, a subdivider named Buchanan gave notice pursuant to the 30th schedule of the *Local Government Act 1958* ("the LGA") of his intention to further subdivide the super lots into six industrial allotments and 18 residential allotments respectively.

- 4 The predecessor of the firstnamed defendant ("the Council") subsequently resolved on 20 February 1980 to seal the plans of subdivision and impose requirements upon such plans for the construction of roads and the provision of water supply to the subdivision.
- 5 Buchanan then submitted for approval a series of plans of subdivision which were in effect stages of the previously proposed residential and industrial subdivisions.
- 6 A Council officer, Porter (now deceased),¹ endorsed such plans as subject to the requirements originally imposed by Council with respect to the global plans of subdivision. The endorsement was to the following effect:

"A requirement under s.1 and s.1A of s.569E of the *Local Government Act* 1958 has been made by the Council of the Shire of Kyneton in respect of this plan of subdivision."

The thing omitted by Osborn is that the Council gave sworn evidence that it had served a single Notice of Requirement on 20th February 1980. The following is from Justice Kaye's Reasons.

Mr K.R. Buchanan intended to subdivide the land which was then owned by him. On 12 February 1980, Mr Buchanan lodged with the Council several plans of subdivision, together with a notice in the form of the 30th schedule of the Local Government Act 1958, as he was required to do by section 569(1) of the Act.

On 20 February 1980, the Council gave Mr Buchanan a notice of requirement under section 569E(1) and (1A). By its notice, the Council required Mr Buchanan to construct all new drains, channels, streets, lanes and passages shown on the plan of subdivision and to give to it a written statement from the Kyneton Shire Waterworks Trust, that an agreement had been entered into with the Trust for the provision of water supply to all the land.

The Council gave evidence that on the 12Feb 1980 Buchanan filed the several plans being the parent plan and the several (contrived) plans, The Council then gave evidence that the Council considered the Parent plan on 20th February 1980 and resolved to issue a Notice of Requirement in respect of that plan.

The Council then gave evidence that on 20th February 1980 the Council served that Notice in respect of the Parent plan.

The Council then gave evidence that it processed the parent plan in several parts or stages and sealed each of those plans on 21st May 1980

In these circumstances it is manifest that a Notice of Requirement served in respect of roads shown on a parent plan includes the self same roads also depicted, whether in whole or in part, on the child plans and Justice Kaye fully understood and implicitly found that to be the case.

These things were all pleaded in the 1988 Statement of Claim.

During the 1988 County Court proceeding discovery revealed two things,

That Buchanan had in fact filed the series of plans on 4th March 1980

That in addition to the Notice of Requirement served in respect of the Parent Plan the Council also served a separate Notice of Requirement in respect of each of the (contrived) plans.

In these circumstances the legality or otherwise of these additional Notices of Requirement was irrelevant, they were additional or superfluous to need and on the face of it were legitimately issued with authority of the council's resolution of 20th February 1980

During that proceeding the Council discovered an 18 Lot Plan with the words Original Sealed 21 May 1980 on it and a Notice of Intention together with an 18 lot plan and the words; "Plan submitted in 5 sections, 30th schedules all identical to this"

As a result of discovery the Amended Statement of Claim was prepared and served, it alleged Filing of the Parent plan on 12th February 1980 and then the filing of the (contrived) plans being the supposed Stages on 4th March 1980.

Because s.9 Cannot be avoided at all let alone by plans and because s.569B(10) fixes everything it would have been a nonsense to plead either avoidance of s.9 or unlawful plans and no such allegations were made.

Because the extra Notices of Requirement were superfluous and irrelevant nothing was pleaded of them.

The Council Admitted to service of the Notice on 20th February 1980 on eight occasions.

Even though the (contrived) plans were in fact filed on 4th March 1980 there is nothing to indicate that the mind of the Council was anything other than asserted by it, that is as these plans were processed as parts or stages of the Parent Plan.

In these circumstances the 1988 proceeding was one for recovery of monies had and received under mistake of law. That mistake being that the Council, on the face of it, believed it could hold and call upon a Notice of Requirement which required construction of roads. Whether the Council actually believed that is another question.

In August 2000, I discovered that the Council had in fact abandoned the so called parent plan and had not either issued or served the Notice of Requirement and the evidence given in the Magistrates Court and Supreme Court was false and the Council had committed perjury, this also meant that the eight admissions in the 1988 proceeding that it had served that Notice were false and the several handwritten

notes on discovered documents to the effect that the so called Parent Plan had been processed in several parts were false.

By perjury and false pleading and falsified discovery the Council had concealed the truth known to it until discovered by me in 2000.

Nothing else other than the fact that the so called parent plan had been abandoned could render the additional or superfluous notices of requirement invalid and the reason for that is that abandonment of the so called parent plan and non service of the Notice of Requirement which the Council had resolved to serve in respect of that plan included abandonment of the resolution to serve that Notice in respect of that so called parent plan.

In his corrupt zeal to fabricate his Reasons Osborn does not address the fact that the so called parent plan and associated resolution was abandoned, on the contrary he asserts at his paragraph 5 that the (contrived) plans "were in effect stages of the previously proposed residential and industrial subdivision. Accordingly Osborn falsifies himself as one would expect of a corrupt fraudster.

Osborn's Reasons in respect to the Woodleigh Heights subdivision are even more overtly corrupt than the foregoing as is the conduct of Delany, Garrde and Co and in particular Garde.

I will provide that aspect shortly.

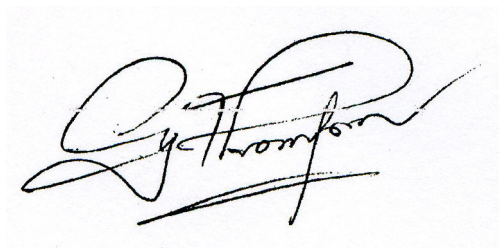
This document alone evinces corrupt conduct which if considered by a committee would be proved and sufficient to warrant removal from office.

Justice Robert Osborn is overtly corrupt, he is an affront to decency and democracy.

184 In all the circumstances the appeal from the Master should be dismissed.

Osborn's paragraph 184 a verbatim truncation of which appears in the fraudulently fabricated Authenticated Orders of the Supreme Court.

The Attorney General must immediately institute investigation pursuant to 87AAD of the Constitution Act and investigate the conduct of Justice Robert Osborn and Justice Greg Garde.

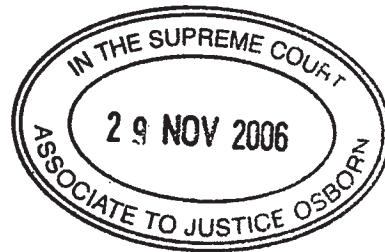
A handwritten signature in black ink, appearing to read 'Glenn Thompson', with a stylized flourish at the end.

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

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

Conclusion

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



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

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

12 MR GARDE: Yes.

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

14 MR GARDE: They are Your Honour.

15 MR AHERN: Yes Your Honour.

16 HIS HONOUR: We'll adjourn sine die.

17 ---

PARTNERS

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Your Ref:

7 May 2007

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CONFIDENTIAL
OFFICE

Dear Mr & Mrs Thompson

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

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

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

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

Yours faithfully


Steven Edward
ARNOLD DALLAS McPHERSON

ACCREDITED SPECIALISTS
Personal Injury Law
Ian Dallas
John McPherson

Family Law
Steven Edward



IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMON LAW DIVISION

No. 6321 of 2005

BETWEEN:

GLENN ALEXANDER THOMPSON and
CHERYL MAREE THOMPSON

Plaintiffs

- and -

MACEDON RANGES SHIRE COUNCIL and
THE COLIBAN REGION WATER AUTHORITY

Defendants

GENERAL FORM OF ORDER

JUDGE: The Honourable Justice Osborn

DATE GIVEN: 7 December 2006

ORIGINATING PROCESS: Writ

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

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

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

THE COURT ORDERS THAT:

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

DATE AUTHENTICATED: 11 April 2007

KP: 11.04.07
7281, 11462, 230

PROTHONOTARY



IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMON LAW DIVISION

No. 6321 of 2005

BETWEEN:

GLENN ALEXANDER THOMPSON and
CHERYL MAREE THOMPSON

Plaintiffs

- and -

MACEDON RANGES SHIRE COUNCIL and
THE COLIBAN REGION WATER AUTHORITY

Defendants

GENERAL FORM OF ORDER

JUDGE: The Honourable Justice Osborn

DATE GIVEN: 29 November 2006

ORIGINATING PROCESS: Writ

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

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

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

THE COURT ORDERS THAT:

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

DATE AUTHENTICATED: 11 April 2007

KP: 11.04.07
7281, 11462, 230

PROTHONOTARY



IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMON LAW DIVISION

No. 6321 of 2005

BETWEEN:

GLENN ALEXANDER THOMPSON and CHERYL
MAREE THOMPSON

Plaintiffs

- and -

MACEDON RANGES SHIRE COUNCIL and THE
COLIBAN REGION WATER AUTHORITY

Defendants

GENERAL FORM OF ORDER

JUDGE: The Honourable Justice Osborn

DATE MADE: 31 May 2007

ORIGINATING PROCESS: Writ

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

ATTENDANCE: No appearances

OTHER MATTERS:

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

THE COURT ORDERS THAT:

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

DATE AUTHENTICATED: 4 June 2007

Rjs 4/6/07



During the 1988 County Court proceeding I prepared numerous documents, amongst these were;

(a) a bound Book of Pleadings which is nothing more than a cut and paste of the various paragraphs of the Statement of Claim together with the the relevant paragraphs from the Council and Water Board's Amended Defence. Such a document is well known to Barristers and Solicitors.

(b) A ring binder containing notes and documents relevant to the proceeding. This document was a privileged document prepared for the purpose of briefing my then barrister, Fancis Tiernan and for the purpose of obtaining confidential legal advice from him.

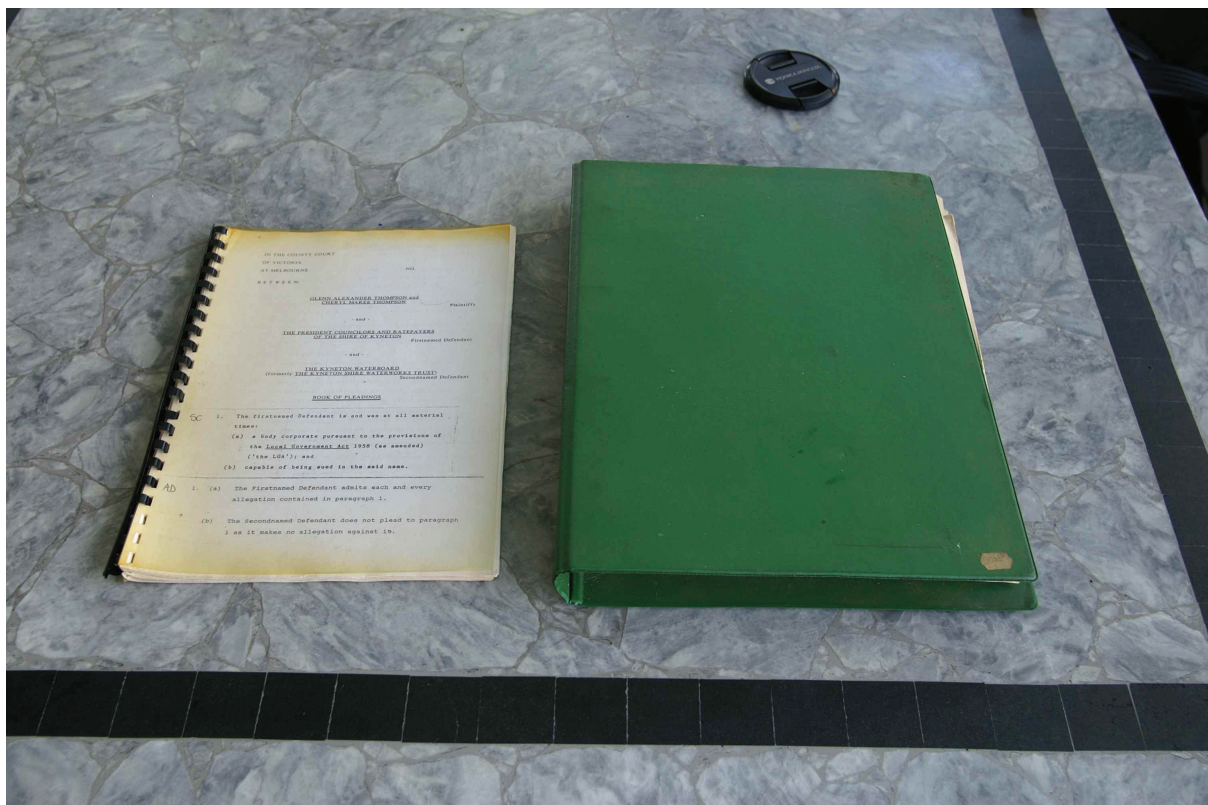
From the material in the ring binder Francis Tiernan drafted the 1991 Amended Statement of Claim in the 1988 proceeding and his handwritten court notes and he had the ring binder and his handwrriten court notes in court for the hearing.

When Francis returned the folder to me his handwritten court notes were with it.

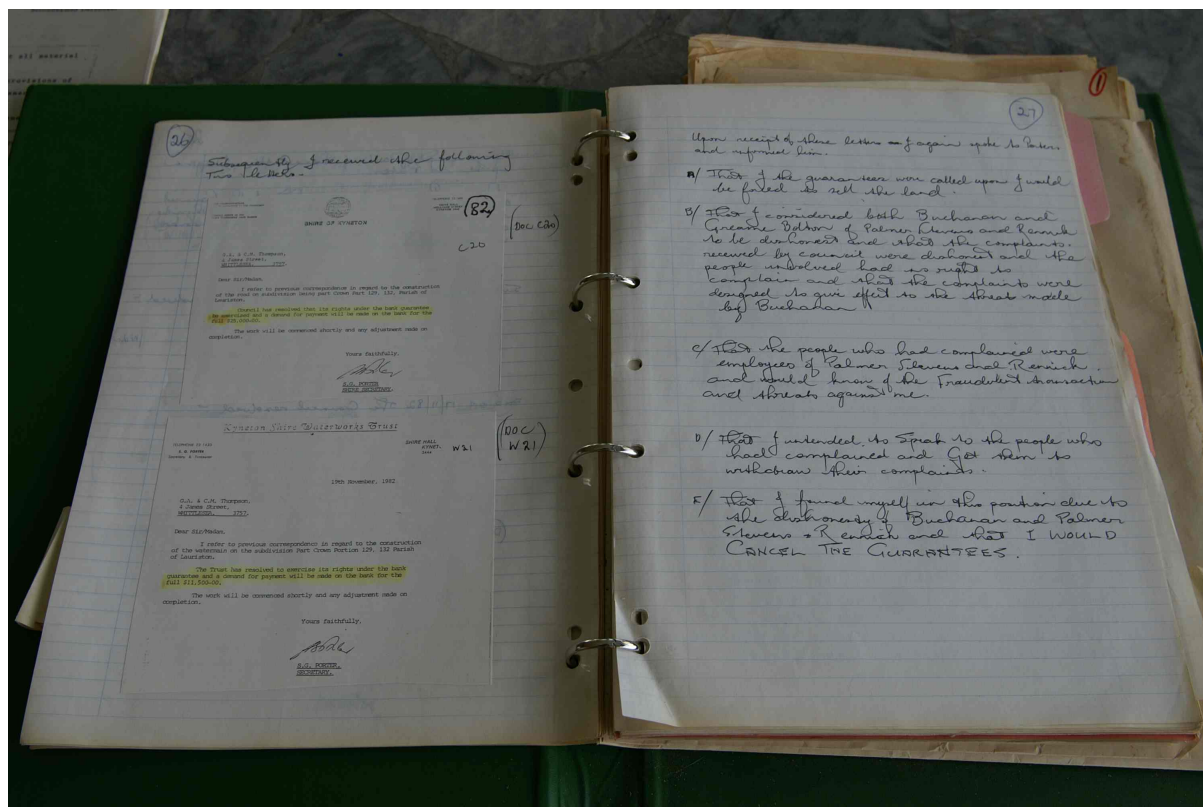
As described in Appendix "A" of the material at <http://courtsontrial.com> Major General Greg Garde's instructing solicitor, Steven Mark Edward, wrongly obtained a copy of my ring binder and for the purpose of validating his possession of it and wrongly exhibiting it he swore a false affidavit and combined it with a copy of the Book of Pleadings. Edward and Garde then corruptly described both documents as being a single document constituting the "Book of Pleadings" exhibited and relied upon by them.

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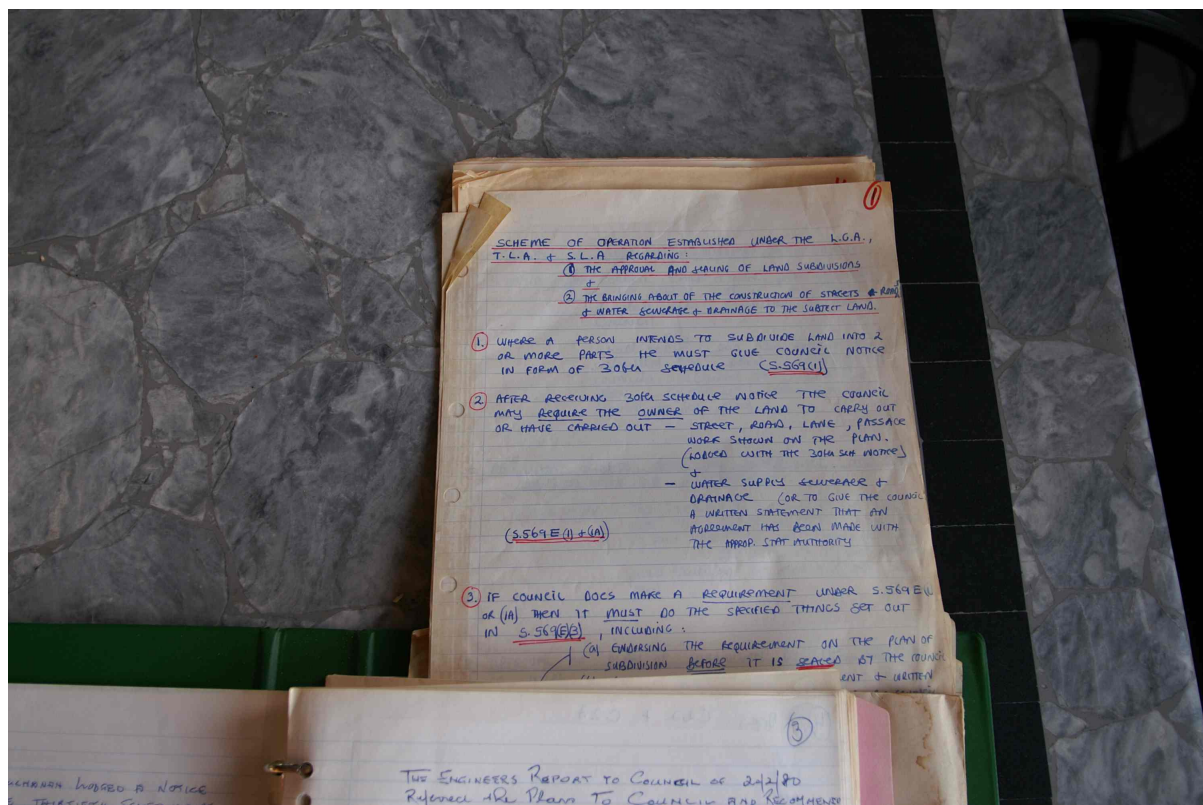
The Book of Pleadings and the Folder prepared by me for the purpose of seeking advice from Fancis Tiernan.



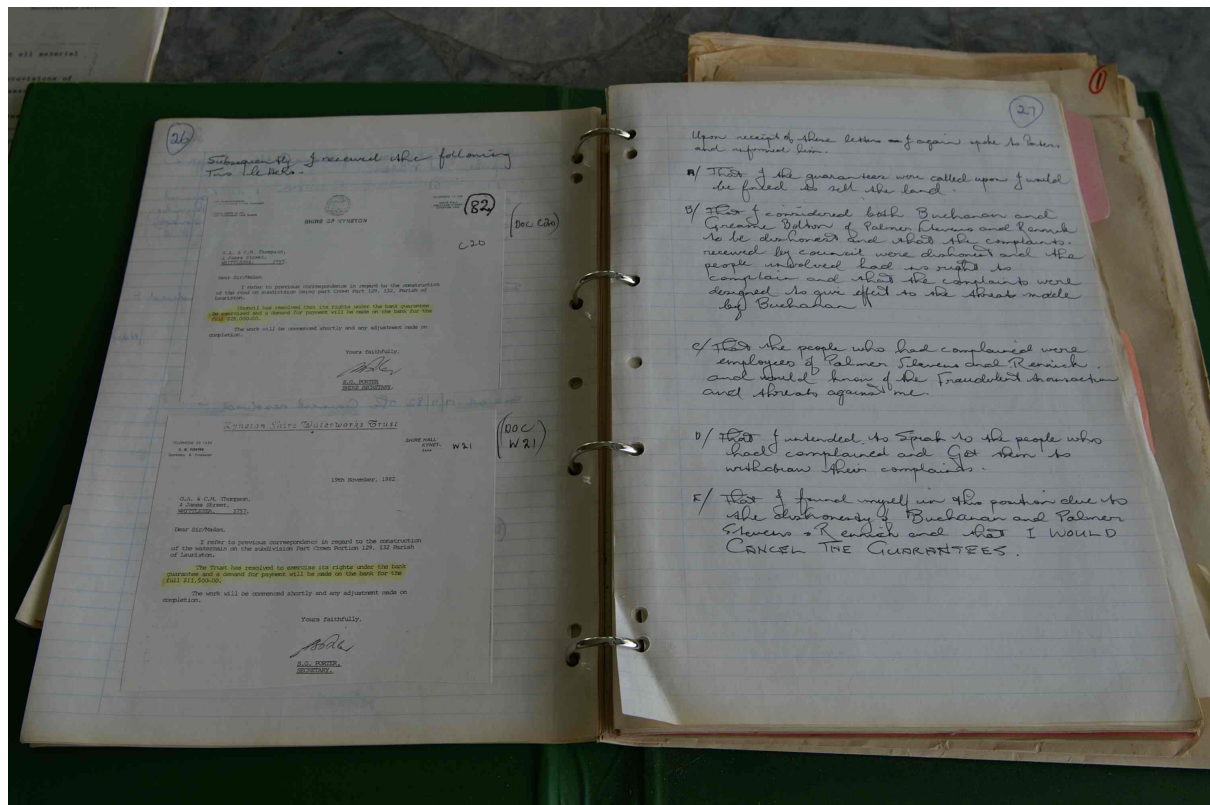
Notes for Francis Tiernan opened. -- Note loose pages in envelope at rear.



Folder prepared by me and Francis Tiernan's handwritten notes visible.



Notes for Francis Tiernan opened. -- Note loose pages in envelope at rear.



Folder prepared by me and Francis Tiernan's handwritten notes visible.

