

1 17 November 1984 and then in 39(a) if I invite Your
2 Honour to jump over to p.21, that on or about 13 November
3 1984 the board represented to Hookers and to AGC that
4 water and sewerage were denied to the land and could not
5 be obtained. And if one interpolates here Your Honour,
6 the trust had in place a water agreement as Your Honour
7 has looked at which took the water supplied by the trust
8 to a location from which the development company and its
9 assets took responsibility for the ongoing supply of
10 water and the problem that gave rise to is that if there
11 was a disagreement between the development company and
12 individual lot owners then individual lot owners might
13 not gain that access.

14 And the board itself, according to this, stated that
15 it told Hookers and AGC that water and sewerage were
16 denied to the land and could not be obtained. Then on or
17 about 13 November 1984, Mr Porter repeated this
18 representation, representation was communicated. The
19 plaintiffs and AGC cancelled the auction, that's 40(b).

20 HIS HONOUR: Yes.

21 MR GARDE: And then there's a third representation in 42(a),
22 that the council responded to AGC's said letter in which
23 it represented that in accordance with previous planning
24 approvals, the issue of building permits was conditional
25 upon the development being serviced by reticulated
26 sewerage. And then in 44(a), the fourth representation
27 now, this is 1985, that the board was not in a position
28 to supply water to the plaintiff's land. And then in
29 Paragraph 45 we have the fifth representation

30 Which was to AGC, but water had been supplied to the
31 development company as an outside of the water area