

1 under private agreement at the discretion of the trust so
2 there was no - it was not an area where the trust had the
3 capacity to service individual allotments. There was
4 under the provisions of the Act a legally valid water
5 agreement in existence between the board and the
6 development company and that under the water agreement,
7 the development company owned and operated the water
8 supply reticulation system within the cluster
9 subdivision. And it's said that it was represented that
10 the land was not entitled to the water supply or
11 reticulation system within CS1134 and could not obtain
12 access to the water supply and reticulation system
13 without the agreement and consent of the development
14 company. So in other words, unless you go and talk to
15 the development company and get their consent then you
16 can't access the system which is controlled by the
17 development company.

18 And then it's said the body corporate was not
19 entitled to the water supply or reticulation system
20 within CS1134 and it's said that the board would not
21 transfer the existing water agreement to the body
22 corporate except with the agreement of the development
23 company. And would not enter into a separate water
24 supply agreement with the body corporate of CS1134 except
25 with the agreement of the development company. And (g)
26 that unless the plaintiffs had access to a reticulated
27 water supply, the council would not issue building
28 permits to build upon the land. That's said to be the
29 first representation. And then one comes to the
30 existence of various mortgages. And default occurring in
31 the mortgages in August 1984. And then the auction of