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

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

20 HIS HONOUR: Yes.

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

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