therefore reconsidered the failed 1995 proceedings and the reticulation plan which had been shown to him in the Practice Court. He then realised that the First Defendant had sealed the plans of cluster subdivision in contravention of their statutory duty to refuse to seal them. Furthermore, they did so in full knowledge of that the subdivision had not been completed according to law and a reticulated water supply was not present in 1979 as required by law but was laid in 1982.

60. I do not accept that documents in the black folder also prompted Mr Thompson to enable to reconcile the representations made to him in the Practice Court 1999 with his prior state of knowledge. Submissions have been put to me that the objective documentary evidence establishes that Mr. Thompson was aware from at least 1987 that the reticulation water supply was laid in 1982. I have been referred by the First Defendant to a letter dated 24 August 1987, where Mr. Thompson wrote to the First Defendant. I have read that letter and refer to the following paragraphs, in particular, paragraphs 30 and 33 which are inconsistent with the allegations made by Mr Thompson:

> *"25. Sometime in 1980 or 1981 the timing of which is irrelevant the Kyneton Council approved the resubdivision of the Woodleigh Heights Subdivision into 131 allotments.*
>
> *27. By minute dated 6 November 1980 the Kyneton Water Board resolved to advise the Kyneton Development Committee that it could supply 1,000,000 gallons annually in any reticulated area and that any anticipated consumption in excess of that figure would be subjected to negotiation.*
>
> *30. Kyneton Water Board did subsequently enter into a water supply agreement between itself and Woodleigh Heights Resort Developments Pty Ltd for the supply of water to the whole of the Woodleigh Heights Subdivision.*
>
> *33. Subsequent to the making of the above agreement trenches were dug and pipes laid along a considerable length of Edgecombe Road in order to facilitate the supply of water to the Woodleigh Heights Subdivision.*
>
> *112. The Board under cover of letter dated 12 September 1985 made a copy of the agreement available [being the agreement referred to in paragraph 30 of the August 1987 letter] after my solicitor threatened to take legal action to force the Board to make a copy available.*
>
> *113. My Supreme Court action No 2360 of 1984 was settled on the day that the copy of the agreement was received at the office of my solicitor which was too late to be considered."*