

I Agreed and Did Lodge the Guarantees.

I Subsequently Purchased 15 of the 18 Allotments on the Tylden R^o Subdivision

Buchanan Failed to Purchase the 10 allotments on the Woodleigh Heights Estate from me.

AT THE TIME OF PROVIDING THE GUARANTEES INTO THE REASONABLE EXPECTATION THAT THE COUNCIL AND WATER TRUST WOULD ONLY ACCEPT THE GUARANTEES IN RELATION TO A LEGALLY ENFORCEABLE AGREEMENT BETWEEN THEMSELVES AND BUCHANAN OR A LEGAL REQUIREMENT UPON BUCHANAN. 

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 

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.

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