

4.0 THE APPLICANT HAS THE BENEFIT OF ENFORCEABLE LEGAL AGREEMENTS WITH THE WATERWORKS TRUST FOR THE PROVISION OF WATER, AND THE SEWERAGE AUTHORITY FOR THE PROVISION OF SEWERAGE

4.1 The evidence of the appellants' consulting engineer is relied on.

4.2 The Waterworks Trust is legally obliged under its agreement to provide water to the estate. This agreement is not restricted to a time-share use, but extends to residential use.

4.3 Clause 1 of the agreement refers to the supply of water "for domestic purposes".

4.4 The sewerage authority entered into a similar agreement with the appellant.

4.5 The appellant has acted on these agreements incurring substantial cost and it is not now possible for the authorities to withdraw from the agreement. Not only is it not legally possible, that it would be a most surprising exercise of statutory powers for public authorities to decline to supply services to persons now being provided with those services, or entitled to expect the provision of services.

5.0 THE PROPOSED USE AND DEVELOPMENT IS ENTIRELY CONSISTENT WITH AN ONGOING TIME-SHARE USE