

32. In April 1984 the Plaintiffs made enquiries of the KSC and the KWB to ascertain whether the matters communicated to the Plaintiffs by WHRD (refer Paragraph 31B ) were correct.

#### PARTICULARS

The enquiries were oral and contained in a telephone conversation in or about April 1984 between the Firstnamed Plaintiff and Mr. Stan Porter who was known to the Plaintiffs and known by the Plaintiffs to be the Secretary of both KWB and KSC.

33. In response to the Plaintiffs' enquiries the KSC and KWB represented to the Plaintiffs that:

- a) CS1134 was outside the Kyneton Water Trust area and in an area where under the provisions of the Water Act 1958 water was supplied under private agreements at the discretion of the Trust;
- b) There was under the provisions of the Water Act 1958 a legally valid water agreement in existence between the KWB and WHRD Pty. Ltd.;
- c) that under the water agreement WHRD Pty. Ltd. owned and operated the water supply and reticulation system within CS1134;
- d) the Plaintiffs' land;
  - (i) was not entitled to the water supply or reticulation system within CS1134;
  - (ii) could not obtain access to the water supply and reticulation system without the agreement and consent of WHRD Pty. Ltd.



- e) the body corporate of CS1134 was not entitled to the water supply or reticulation system within CS1134;
  - f) KWB would not;
    - (i) transfer the existing Water Agreement to the body corporate of CS1134 except with the agreement of WHRD Pty. Ltd.;
    - (ii) enter into a separate water supply agreement with the body corporate of CS1134 except with the agreement of WHRD Pty. Ltd.;
  - g) Unless the Plaintiffs had access to a reticulated water supply the KSC would not issue building permits to build upon the Plaintiffs' land.
- ("the first representations").

#### PARTICULARS

The first representations were oral and contained in a telephone conversation between the Firstnamed Plaintiff and Mr. Stan Porter in or about April 1984.

34. In April 1984 the Plaintiffs requested the KSC, the KWB and WHRD Pty. Ltd. for a copy of the said water agreement, however each of the said parties failed and/or refused to either give the Plaintiffs access to the water agreement, or to supply them with a copy of the same.

#### PARTICULARS