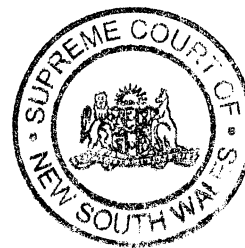


FILED
14 MAY 2019



STATEMENT OF CLAIM

COURT DETAILS

Court	Supreme Court of NSW
Division	Common Law
List	General
Registry	Sydney
Case number	19/150651

TITLE OF PROCEEDINGS

First plaintiff	Hasade Pty Ltd ACN 001 466 708
Number of plaintiffs	9
	Refer to Party Details at rear for full list of parties
Defendant	Murray Darling Basin Authority

FILING DETAILS

Filed for	Plaintiffs
Legal representative	Benjamin John Horne, Aqua Law
Legal representative reference	190195
Contact name and telephone	02 8089 3108
Contact email	ben@aqualaw.com.au

TYPE OF CLAIM

~~Torts~~ ~~Negligence~~ Other **REGISTRAR**

This matter has been listed before the Court
on 31/7/19
at 9AM

Clerk of the Court

[on separate page]

RELIEF CLAIMED

- 1 Damages to be ascertained upon enquiry;
- 2 Interest pursuant to section 100 Civil Procedure Act;
- 3 Costs;
- 4 Such further order as the Court sees fit.

PLEADINGS AND PARTICULARS

- 1 The nine (9) named plaintiffs found in the list of parties, are all individual persons or incorporated entities, able to sue and be sued (**the Plaintiffs**).
- 2 The Plaintiffs are members of the Murray Irrigation District which is serviced by the Irrigation Infrastructure Operator, Murray Irrigation Limited (**MIL**).
- 3 The Murray Irrigation District is geographically located within the area defined as the Murray Darling Basin (**MDB**).
- 4 The Plaintiffs are involved in the farming and agricultural production industry and rely on access to water captured within the MDB catchment area, which is administered by the Defendant.
- 5 The Department of Industry is responsible for the issue of Water Access Licences (WALs) in NSW.
- 6 At all material times MIL held bulk WALs.
- 7 At all material times MIL maintained a Water Entitlements Register.
- 8 At all material times the MIL Water Entitlements Register recorded the details of the beneficial owner of each of the units on its bulk WALs.
- 9 At all material times MIL had issued Water Entitlement Certificates to each beneficial owner.
- 10 At all material times each of the Plaintiffs held MIL Water Entitlement Certificates.
- 11 At all material times the Plaintiffs had a contractual arrangement with MIL to supply allocation attached to their properties via the MIL infrastructure.

- 12 At all material times, the Plaintiffs were lawfully entitled to receive water allocation from the MIL bulk WALs for use on the farming lands owned by, leased to or otherwise lawfully occupied by them, particulars of which water access entitlements will be provided (**the Licences**).

Particulars

The details of the water access entitlements of each plaintiff can be provided upon request.

- 13 The amount of water allocation that the Plaintiffs can receive is directly impacted by decisions and actions made by the Defendant, details of which will be set out further in these pleadings.
- 14 The Defendant, the Murray Darling Basin Authority (**MDBA**) was created via legislation enacted by the Commonwealth of Australia, being the *Water Act* 2007 (Cth) (**the Water Act**) and is able to sue and be sued in it's own name.

Particulars

(i) Section 171 and 176 of the Water Act.

- 15 The Defendant carries out the practical outcomes and objectives of the Water Act, and the Murray Darling Basin Agreement (**MDB Agreement**) which include but are not limited to the implementation of the Murray Darling Basin Plan which involves the monitoring and management of water resources in the Murray Darling Basin, overseeing the allocation of water resources from the Murray Darling Basin to the States in accordance with the MDB Agreement and generally reporting to and advising the Ministerial Council and Committee that whom are responsible for making policy decisions in respect of the Defendant's operations.

Particulars

(i) Section 31(1) of Schedule 1 of the Water Act; and(ii) Section 43 of Schedule 1 of the Water Act.

BRIEF EXPLANATION OF THE LEGISLATIVE SCHEME

- 16 Schedule 1 of the Water Act contains the MDB Agreement, which is an agreement entered into by the Commonwealth of Australia, the State of New South Wales, the State of Victoria, the State of Queensland, the State of South Australia and the Australian Capital Territory for the promotion of and co-ordination of effective planning and management for the equitable, efficient and sustainable use of the water and other natural resources of the Murray-Darling Basin.

Particulars

[1] of Schedule 1 to the Water Act 2007.

- 17 The Defendant is the “River Operator” of the Murray River (**Murray**).
- 18 The Defendant was at all material times, charged with the responsibility of managing the efficient utilization of the water resources in the MDB, which includes, but is not limited to the regulation of flows through the MDB and the water storage levels in the dams and lakes located in the MDB sufficient to satisfy the entitlements of all stakeholders to water in the MDB.
- 19 The Defendant directs the NSW Department of Industry (**Department**) on the volume of available water for take within each Water Sharing Plan.
- 20 The Department is responsible for surface and groundwater management, including ensuring water security for NSW.
- 21 **WaterNSW** is a state-owned corporation established under the *Water NSW Act 2014* (NSW) and is NSW’s bulk water supplier and system operator for NSW’s surface water and ground water resources.
- 22 The Natural Resource Access Regulator (**NRAR**) has been established under the *Natural Resources Access Regulator Act 2017* (NSW) to manage compliance and enforcement under the *Water Management Act 2000* (NSW) (**WMA**) and the *Water Act 1922* (NSW) (**WA**).
- 23 The Department, WaterNSW and NRAR are responsible for water management decision making, along with the Minister for Regional Water.
- 24 The Minister is responsible for making announcement of available water determinations (**AWDs**).
- 25 WaterNSW administer the crediting of allocation in accordance with each announcement of the Minister.
- 26 WaterNSW credits the account of each owner of a WAL with the respective units.
- 27 In the case of the Plaintiffs, WaterNSW credits the MIL WALs and MIL credit the accounts of their respective water entitlement holders on the same basis.
- 28 The Plaintiffs may then order their allocation for delivery through MIL or otherwise trade their allocation for valuable consideration on the “temporary” market.

SPECIFIC FUNCTIONS, RESPONSIBILITIES AND DUTIES OF THE DEFENDANT

- 29 The relevant statutory functions, powers and duties of the Defendant are largely contained sections 172, 173 of the Water Act, paragraphs 29 to 35 of Part V of the MDB Agreement and in the objectives and outcomes document.

- 30 Pursuant to the aforementioned provisions the Defendant was to, inter alia, give effect to any high-level decision of the Council in relation to river operations and to exercise the powers and discharge the duties conferred on it by or under the MDB Agreement.

Particulars

Paragraph 29 (b) and (e) of the MDB Agreement.

- 31 As part of the discharge of its powers and duties referred to above the defendant was required to carry out its functions in relation to river operations in accordance with a document specifying objectives and outcomes in accordance with paragraphs 31 or 32 of the MDB Agreement (**the Objectives and Outcomes**).

Particulars

Paragraph 30 (2) of the MDB Agreement.

- 32 In 2017 and 2018 the Defendant was obliged to achieve the objectives and outcomes required by clause 4 of the outcomes and objectives when performing its river operation functions, which included but were not limited to:

- a. Operating the River Murray System efficiently and effectively in order to deliver State water entitlements;

Particulars

4. (2) (a) (i) of the Outcomes and Objectives.

- b. Conserving water and minimising losses of same.

Particulars

4. (2) (b) (i) of the Outcomes and Objectives.

- c. Ensuring that delivery to the Southern Basin States of their authorised water orders did not occur when the physical constraints of the River Murray System prevent this from occurring.

Particulars

4. (2) (b) (iii) of the Outcomes and Objectives.

- d. To contribute to, and have regard for the economic, social, environmental and cultural activities and values of people using the River Murray System.

4. (4) (a) (ii) of the Outcomes and Objectives.

- e. To mitigate the adverse effects of any events that may affect the quality of water available for urban, irrigation, industrial, environmental, recreational or stock and domestic.

Particulars

4. (4) (b) (iii) of the Outcomes and Objectives.

(collectively **the duties arising from the outcomes and objectives**)

- 33 Further, the defendant was required not to exercise any of its functions in relation to river operations in a manner that had the potential to have a material effect on State water entitlements unless it did so in accordance with a decision of the Committee made under the MDB Agreement or a provision of the objectives and outcomes.

Particulars

Paragraph 30 (1) of the MDB Agreement.

(**the duty to avoid a material effect on State water entitlements**).

- 34 The Defendant owed a duty of care to those reliant on water entitlements from the Murray Darling Basin to not be reckless or negligent in its discharge of its functions.

The Entitlement and Licence

- 35 In 2018 and at all material times, the Defendant controlled the flow and distribution of water through the MDB in its capacity as the River Operator.

Particulars

- a. Part five (5) of Schedule 1 to the Water Act.

- 36 In 2018, and at all material times, the Plaintiffs carried on a variety of primary production businesses on a commercial basis on properties owned or leased by, or otherwise lawfully occupied by them within the MDB, particulars of which will be supplied.

- 37 The Plaintiffs relied upon water from the MDB to irrigate crops being grown on the Land. Such crops were sold, or used to feed livestock, which were subsequently sold.

Particulars

- a. Allocation of water is supplied by the Defendant to NSW Water who in turn supply the water to MIL who deliver said water to the Plaintiffs;
- b. The Plaintiffs utilise that allocation of water to irrigate crops on the Land;

- c. Those crops consist of, but are not limited to, the following: rice, wheat, barley, canola, soybeans, maize, faba beans, vegetables, horticulture and nuts (**the Crops**);
- d. The Crops are either fed to livestock on the Land or produced, collated and prepared to be sold.

- 38 At all material times, the Plaintiffs pay via MIL and WaterNSW, annual fees and charges for the entitlement to receive water from the MDB. Such fees and charges contributed to the cost of the Defendant's operation.
- 39 The details of the annual fees and charges can be provided upon request.
- 40 In reliance upon their entitlement to receive water from the MDB, the Plaintiffs expended time and invested labour and materials establishing and maintaining infrastructure on the Land to enable them to utilise water obtained from the MDB in their primary production businesses.

Particulars

- a. Pumps;
- b. Pipes;
- c. Lateral irrigators;
- d. Pivot irrigators
- e. Channels;
- f. Dams;
- g. Drains,
- h. Laser levelling earthworks,
- i. And further, full particulars will be provided.

- 41 In 2018, the Defendant reduced its allocation of water to the Department and WaterNSW, which in turn caused the Plaintiffs to receive collectively, zero (0) megalitres of water allocation.

Particulars

- a. Notice of allocation for period commencing 1 July 2018 and ending 5 May 2019.
- b. Particulars of the allocations of each of the Plaintiffs pursuant to their respective licences will be provided.

- 42 In 2018, and at all material times, the Plaintiffs were dependent upon the receipt of water from the MDB for the advancement of agricultural endeavors such as crop production (including, but not limited to wheat, barley, canola, cotton, maize, faba beans, soybeans and rice) and livestock production which includes sheep, cattle, goats and dairy production.
- 43 In 2017, and at all material times, the Defendant knew, or ought to have known that the Plaintiffs were dependent on water allocations pursuant to the Licences for the operation of their primary production business and would suffer loss or damage if such water was not provided to them.
- 44 In 2017, and at all material times, the Menindee Lakes in the state of New South Wales formed part of the MDB plan, and the Defendant directed and controlled the flow of water from the Menindee Lakes.
- 45 The flow of the Murray is constricted at Barmah to 7,800 megalitres per day (**Capacity**). Flows greater than this level causes water spillage and overflows over its banks.

Particulars

The Barmah Choke fact sheet produced by the Murray Darlin Basin Committee in February 2008 refers to a restriction of 8,500 megalitres at the Barmah Choke, however, the Defendant has subsequently stated orally at public consultations that due to erosion etc this is now a restriction of approximately 7,800 megalitres per day before there is an overflow or breach of its banks.

- 46 The Murray is also constricted downstream of Yarrawonga to 9,000 to 10,000 megalitres per day.

Particulars

Page 2 of the document titled Losses in the River Murray System 2018–19 by the MDBA dated March 2019 which says that:

“Sustained flows through the Barmah Choke has caused erosion and reduced flows to around 9000 – 10,000 ML/day downstream of Yarrawonga. This can increase losses.”

- 47 From April 2018 through to the beginning of September 2018, the Defendant, as River Operator, did not run the Murray River at or near its Capacity.

The Claim

- 48 In the second half of 2016, the Defendant directed the draining of the Menindee Lakes.

49 The Menindee Lakes were, at that time holding approximately 1,700 gigalitres of water.

50 The year 2016 was the fourth wettest calendar year on record for South Australia.

Particulars

The Bureau of Meteorology reported this and it can be viewed at:

<http://www.bom.gov.au/climate/current/annual/sa/archive/2016.summary.shtml>

51 In late 2016 and early 2017 there was no need to drain the Menindee Lakes.

52 In December 2016 and January 2017 the chance of an El Nino event was considered “neutral”.

Particulars

The Bureau of Meteorology monthly reports.

53 In February 2017 there was an increased chance of an El Nino event by Spring 2017.

Particulars

The Bureau of Meteorology monthly reports. See:

<http://www.bom.gov.au/climate/model-summary/archive/20170216.archive.shtml#region=NINO34>

54 Despite the increased risk of a dry summer the Defendant continued to drain the Menindee Lakes in January, February, March and April of 2017.

Particulars

The Bureau of Meteorology monthly reports.

55 The Defendant knew or ought to have known that there was no necessity to drain the Menindee Lakes in 2016 and 2017.

56 The Defendant drained 819 gigalitres from the Menindee Lakes over this period.

Particulars

The amount of water released is displayed at

<https://realtimedata.watnsw.com.au/>

57 The Menindee Lakes form part of the water storages that help ensure NSW and Victoria satisfy the annual quota of delivering 1,850 gigalitres to the state of South Australia. The other reservoirs include Dartmouth, Hume Dam and Lake Victoria (together referred to as “**the Southern Storages**”),

- 58 It is the responsibility of the Defendant, as River Operator, to manage river flows and the levels of the Southern Storages so that the quota of water to South Australia can be complied with.
- 59 Due to the draining of the Menindee Lakes as referred to herein, the Defendant could not rely on this water source to fulfil its obligations to South Australia.
- 60 In Spring 2017 rainfall was below average and the Menindee Lakes did not replenish the water which the Defendant had negligently, or at the very least, recklessly, drained in 2016 and 2017.
- 61 In 2018 the Defendant did not run the Murray at Capacity until in or around September 2018.
- 62 The Defendant was reckless or negligent in not running the River at Capacity because it did not have enough water available in its storages below the Barmah Choke to meet the quota obligations to South Australia.
- 63 In September 2018 the Defendant directed, allowed or oversaw increased flows of the Murray to South Australia.
- 64 Between 26 September 2018 and 1 January 2019 the Defendant allowed flows through the Barmah Choke at an average of 2,205 megalitres per day over its capacity which caused an overflow of approximately 213,939 megalitres.

Particulars

The river flows are publicly available information at riverdata.mdba.gov.au

- 65 Between 3 September 2018 to 3 January 2019 the Defendant allowed flows through Tocumwal, downstream of Yarrawonga which, using 10,000 megalitres per day as the higher end of its acknowledged capacity, caused an overflow of approximately 530,696 megalitres.

Particulars

The river flows are publicly available information at riverdata.mdba.gov.au

- 66 The Barmah Choke and Tocumwal were not the only point where there was overflows or water breaching the banks of the Murray during the period September 2018 to January 2019.
- 67 The consequence of exceeding the Capacity was a spillage and or overflow of at the very least, 744,635 megalitres of water from the Murray (**Spillage**).

- 68 It is reasonably foreseeable that the Spillage would not have been necessary if the Defendant had of operated the Murray at Capacity earlier in 2018 and the Menindee Lakes had not been drained in 2016.
- 69 The total Spillage is estimated to exceed 860,000 megalitres. Full particulars to be provided.
- 70 The total amount of water access licences held by members in the MIL region is approximately 831,000 megalitres.
- 71 The Defendant was grossly negligent or in the alternative, the Defendant was reckless in sending water above Capacity down the Murray from the Southern Storages and in doing so causing the Spillage.
- 72 The Defendant knew, or ought to have known that there was no necessity to discharge water from the Menindee Lakes in 2016, and that in doing so it was reasonably foreseeable that the Southern Storages in 2017 and 2018 would be diminished and unable to be maintained at their 2016 levels.
- 73 In 2018, and at all material times, the majority of water which was to be allocated to the Plaintiffs pursuant to the Licences would have originated (or passed through) the Southern Storages.
- 74 In 2018, and at all material times, the Defendant knew or ought to have known that the Plaintiffs were dependent upon allocations derived predominately from the Southern Storages, and that the reckless and inefficient discharge of water from the Southern Storages would cause the Plaintiffs loss or damage.
- 75 In 2018, the Defendant supplied the water to which the state of South Australia was entitled from the Murray. The reckless and negligent supply of this water caused the levels of the Southern Storages to be diminished.
- 76 It is reasonably foreseeable that in the event the Southern Storages are diminished or drawn upon, there is a reduced amount of water available for allocation to WaterNSW and the Murray Irrigation District.
- 77 The Defendant was unable to rely upon or utilize the Southern Storages for the supply of water to the Plaintiffs pursuant to the Licences. This inability of the Defendant to supply water to the Plaintiffs was reasonably foreseeable.
- 78 The Defendant was at all material times aware, or should have been aware that, by releasing water from the Menindee Lakes and the Southern Storages, there was a risk that the Plaintiffs would not receive the allocations of water to which the Licences entitled them.

- 79 The Defendant could have, but took no steps to prevent such risk from being realised, by refraining from draining or discharging water from the Menindee Lakes and the Southern Storages when the Defendant knew, or ought to have known that there was no necessity or other reasonable basis for doing so.
- 80 The Defendant could have, but took no steps to send water down the Murray at Capacity earlier in 2018.
- 81 The Defendant could have, but failed to prevent the Spillage.
- 82 The Spillage was in direct contravention of the Defendant's Objectives and Outcomes.
- 83 In the circumstances pleaded above, the Defendant owed the plaintiff a duty of care to take reasonable steps to manage the flow of water through the MDB, and maintain the ability to allocate water to the Plaintiffs in accordance with the Licences and the Act.
- 84 By recklessly or negligently discharging water from its storages, and being unable to supply water to the Plaintiffs in accordance with their allocation, the Defendant breached its duty of care to the Plaintiffs.

Particulars of Negligence

- a. Recklessly or negligently discharging water from the MBD, knowing that in doing so, there would be little or no water left for allocation in 2018;
- b. Recklessly or negligently choosing to avoid or ignore advice or common practice and procedure in relation to the allocation and/or drainage or discharge of water in the MBD;
- c. Recklessly or negligently choosing to ignore the complaints and concerns of the Plaintiffs, MIL and/or the SRI.
- d. Failing to take proper precautions as to avoid any potential risk, losses or damage;
- e. Failing to adhere to or properly implement practices or procedures to avoid any potential risk, losses or damage;
- f. Failing to take greater care or caution given the foreseeable or likely damage and loss that would occur if such greater care or loss was not taken in the circumstances.
- g. Failure to consider or have regard to an obvious risk;

- h. Failure to take greater care in the circumstances and where an obvious risk was apparent.

- 85 In the circumstances, the Defendant's actions were so unreasonable, so reckless and so negligent, that no reasonable entity in its position would have acted, or refrained from acting as the defendant did and as such can be considered as action that was Grossly Negligent, within the meaning the common law.
- 86 In 2018, as a result of the negligence of the Defendant, the Defendant was unable to allocate water which would have enabled WaterNSW to provide to the Plaintiffs in accordance with the Licences, or at all.
- 87 As a consequence of having no allocation of water, the Plaintiffs were unable to discharge water to their Crops and suffered loss.
- 88 For each megalitre of water that the Plaintiffs have access to they generate an average net profit of \$1,000 per megalitre. Full particulars to be provided.
- 89 As a result of the negligence of the Defendant, the Plaintiffs suffered, and will continue to suffer loss and damage.
- 90 The Defendant knew, or ought to have known that its negligence would cause the Plaintiffs economic loss or damage, as well as emotional pain and suffering.
- 91 The Plaintiffs attempted to mitigate the losses caused by the recklessness or gross negligence of the Defendant by buying temporary water when that was possible. Full particulars of which purchases will be provided. The purchase of temporary water where possible did not enable the Plaintiffs to offset the loss and damage sustained by them as a result of the failure of the Defendant to supply water to them in accordance with their allocation to which the Licences entitled them.
- 92 The loss or damage suffered, and continuing to be suffered by the Plaintiffs comprises, but is not limited to the damages particularised below. The Plaintiff(s) will more fully particularise their loss or damages as expeditiously as possible.

Particulars

- a. Loss of cropping income;
- b. Loss of income from livestock production;
- c. Loss of income from livestock trading;
- d. Loss of export markets and partners;
- e. And other losses.

93 Accordingly, the Plaintiffs claim:

- a. Damages in the sums which will be particularized.
- b. Interest from the date of filing this statement of claim.
- c. Costs.

SIGNATURE OF LEGAL REPRESENTATIVE

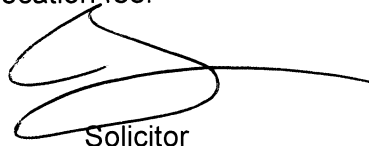
I certify under clause 4 of Schedule 2 to the Legal Profession Uniform Law Application Act 2014 that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

I have advised the plaintiffs that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature

Capacity

Date of signature



Solicitor

13 May 2019

NOTICE TO DEFENDANT

If you do not file a defence within 28 days of being served with this statement of claim:

- **You will be in default in these proceedings.**
- **The court may enter judgment against you without any further notice to you.**

The judgment may be for the relief claimed in the statement of claim and for the plaintiff's costs of bringing these proceedings. The court may provide third parties with details of any default judgment entered against you.

HOW TO RESPOND

Please read this statement of claim very carefully. If you have any trouble understanding it or require assistance on how to respond to the claim you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the claim from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.
- The court registry for limited procedural information.

You can respond in one of the following ways:

- 1 If you intend to dispute the claim or part of the claim,** by filing a defence and/or making a cross-claim.
- 2 If money is claimed, and you believe you owe the money claimed, by:**
 - Paying the plaintiff all of the money and interest claimed. If you file a notice of payment under UCPR 6.17 further proceedings against you will be stayed unless the court otherwise orders.
 - Filing an acknowledgement of the claim.
 - Applying to the court for further time to pay the claim.
- 3 If money is claimed, and you believe you owe part of the money claimed, by:**
 - Paying the plaintiff that part of the money that is claimed.
 - Filing a defence in relation to the part that you do not believe is owed.

Court forms are available on the UCPR website at www.ucprforms.justice.nsw.gov.au or at any NSW court registry.

REGISTRY ADDRESS

Street address	Law Courts Building, 184 Phillip Street, SYDNEY NSW 2000
Postal address	GPO Box 3, SYDNEY NSW 2000
Telephone	1300 679 272

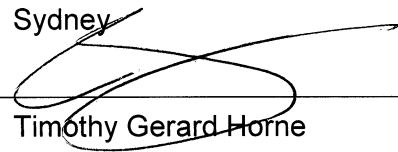
[†"Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Oaths Regulation 2011.]

AFFIDAVIT VERIFYING

Name Benjamin John Horne
Address Level 21, 133 Castlereagh Street, SYDNEY NSW 2000
Occupation Solicitor
Date 14 May 2019

I say on oath:

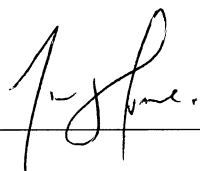
- 1 I am the solicitor for the plaintiffs and am authorised to make this affidavit on their behalf.
- 2 I have looked at the books and records for the plaintiffs and I believe that the allegations of fact in the statement of claim are true.
- 3 I have looked at the documents produced by the Defendant which are available publicly which support the allegations of fact in the statement of claim.

SWORN at Sydney
Signature of deponent 
Name of witness Timothy Gerard Horne
Address of witness Level 21, 133 Castlereagh Street, SYDNEY NSW 2000
Capacity of witness Solicitor

And as a witness, I certify the following matters concerning the person who made this affidavit (the **deponent**):

- 1 I saw the face of the deponent.
- 2 I have known the deponent for at least 12 months.

Signature of witness



[on separate page]

PARTY DETAILS

PARTIES TO THE PROCEEDINGS

Plaintiffs

Hasade Pty Ltd ACN 001 466 708, First Plaintiff

Benjamin Thomas Wilson and Abby Lee Wilson, Second Plaintiff

Namarang Nominees Pty Ltd ACN 076 030 067 in its own right and ATF the following trusts, HM Baxter Family Trust, Kelvin Baxter Family Trust, Baxter Sons Trust, Namarang Farms Trust, Third Plaintiff

Woodlawn Pastoral Company ACN 064 283 790, Fourth Plaintiff

Doyle's Farm Produce Pty Ltd ACN 119 734 539, Fifth Plaintiff

Westlee Pty Ltd ACN 065 042 891, Sixth Plaintiff

Rod Wilson and Vicky Wilson, Seventh Plaintiff

Yurunga Farms Partnership Pty Ltd ACN 117 044 998 atf LCM Holding Trust and ALM Holding Trust, Eighth Plaintiff

Marcus Lawrence Flanagan, Ninth Plaintiff

Defendant

Murray Darling Basin Authority, Defendant

FURTHER DETAILS ABOUT PLAINTIFFS

First plaintiff

Name Hasade Pty Ltd ACN 001 466 708

Address C/- MIFI GROUP PTY LTD, Level 3, 520 Bourke Street,
MELBOURNE VIC 3000

Second plaintiff

Name Benjamin Thomas Wilson and Abby Lee Wilson

Address "Paragon"
1035 Barooga Road
TOCUMWAL NSW 2714

Third plaintiff

Name Namarang Nominees Pty Ltd ACN 076 030 067 in its own right and ATF the following trusts, HM Baxter Family Trust, Kelvin Baxter Family Trust, Baxter Sons Trust, Namarang Farms Trust

Address 564 David Street, ALBURY NSW 2640

Fourth plaintiff

Name Woodlawn Pastoral Company ACN 064 283 790

Address 'Woodlawn', 2010 Woolshed Road, FINLEY NSW 2713

Fifth plaintiff

Name Doyle's Farm Produce Pty Ltd ACN 119 734 539

Address '242-246 Glenferrie Road, MALVERN VIC 3144

Sixth plaintiff

Name Westlee Pty Ltd ACN 065 042 891

Address 20-24 McCallum Street, SWAN HILL VIC 3585

Seventh plaintiff

Name Rod Wilson and Vicky Wilson

Address "Stretton", TOCUMWAL NSW 2714

Eighth plaintiff

Name Yurunga Farms Partnership Pty Ltd ACN 117 044 998 atf LCM Holding Trust and ALM Holding Trust

Address "Gunyah Park", 18214 Riverina Hwy, FINLEY NSW 2713

Ninth plaintiff

Name Marcus Lawrence Flanagan

Address RMB 2010, Woolshed Road, FINLEY NSW 2713

Legal representative for plaintiffs

Name	Benjamin John Horne
Practising certificate number	48664
Firm	Aqua Law
Address	Level 21 133 Castlereagh Street SYDNEY NSW 2000
Telephone	02 8089 3108
Email	ben@aqualaw.com.au
Electronic service address	ben@aqualaw.com.au

DETAILS ABOUT DEFENDANT**Defendant**

Name	Murray Darling Basin Authority ABN 13 679 821 382
Address	33 Allara Street CANBERRA ACT 2601