

**OFFICE OF THE INFORMATION
COMMISSIONER (W.A.)**

**File Ref: F2010057
Decision Ref: D0442011**

Participants:

Post Newspapers Pty Ltd
Complainant

- and -

City of Nedlands
Respondent

DECISION AND REASONS FOR DECISION

FREEDOM OF INFORMATION – refusal of access – documents relating to the Karrakatta underpass – clause 8(1) – whether disclosure would be a breach of confidence for which a legal remedy could be obtained.

Freedom of Information Act 1992: sections 23(1), 30, 66(6), 74(1), 74(2), 76(4), 76(5), 76(8), 102(1), 102(3) and 104; Schedule 1, clauses 4(3), 4(4), 4(7), 6(3), 7(1), 8(1) and 8(2).

Re McGowan and Minister for Regional Development; Lands and Anor [2011]
WAICmr 2

Manly v Ministry of Premier and Cabinet (1995) 14 WAR 550

BGC (Australia) Pty Ltd v Fremantle Port Authority and Anor (2003) 28 WAR 187

DECISION

The respondent's decision is varied. I find that:

- Documents 1, 57A, 57A1, 57B, 57C, 57D, 57E, 82B and 82C are outside the scope of the complainant's access application.
- Documents 1A, 8, 8A, 32, 32A, 47, 47A, 47B, 47C, 57, 69, 69A, 70, 75, 80, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 81, 81A, 81B and 81C are exempt under clause 8(1) of Schedule 1 to the FOI Act.

Sven Bluemmel
INFORMATION COMMISSIONER

30 December 2011

REASONS FOR DECISION

1. This complaint arises from a decision made by the City of Nedlands ('the agency') under the *Freedom of Information Act 1992* ('the FOI Act') to refuse Post Newspapers Pty Ltd ('the complainant') access to documents.

BACKGROUND

2. An underpass has been constructed in Karrakatta, Western Australia – which connects Stubbs Terrace and Railway Road south of Aberdare Road – known as the 'Karrakatta Underpass' ('the Underpass').
3. On 7 May 2007, the agency entered into a 'Cooperation Agreement' with the Public Transport Authority ('the PTA') in relation to the Underpass ('the Agreement'). The Agreement provides, among other things, that:

... The [agency] and the [PTA] have agreed to proceed with the Karrakatta Underpass Project ("Project") and resolved that the Project, which includes Road Related Works and Rail Related Works, will be project managed by the [PTA] as a single project, with assistance from the [agency] on the Road Related Works.

... This Agreement sets out the [PTA's] appointment as project manager, the design, funding, maintenance and other obligations of the parties with respect to the Project and also deals with other matters relevant to the Project.

... Subject to the other terms of this Agreement, the [agency] hereby appoints the [PTA] as its agent for the purpose of the design, procurement and management of [all the road works and associated works to be completed under the design and construction contract the [PTA] will award for the Project, which will be based on the [PTA's] amended version of AS4902]."

4. On 10 December 2007, the PTA entered into an agreement with D.B. Cunningham Pty Ltd (trading as Advantearing - Civil Engineers) ('the Contractor') relating to the design and construction of the Underpass ('the Contract'). I understand that the Underpass was initially proposed to be opened in late November 2008 but did not open until August 2009.
5. In January 2009, in response to inquiries from the complainant about the delay in the opening of the Underpass, the agency advised the complainant as follows:

"Our current and official statement with regards to the progress of the Karrakatta underpass is:

'Due to contractual issues the proposed opening of the Karrakatta underpass programmed for late November 2008 was delayed and will not be opened until the contractual issues in question have been addressed.

The Karrakatta Underpass is a joint project partnership between the Public Transport Authority (PTA), City of Subiaco, Town of Claremont and the City of Nedlands. The City of Nedlands is the lead agency on behalf of the local governments and the Superintendent of Works has been assigned by PTA.

The City of Nedlands and PTA are working to resolve the contractual issues and will advise the public when it has a confirmed opening date’.”

6. I also understand that in August 2009 a letter was sent to the residents of the three local governments involved in the Underpass project about the issue – the template of which was disclosed to the complainant as Document 22 – which said:

“Understandably, commuters are impatient with their inability to use the Karrakatta underpass...

The delay stems from a fundamental yet critical factor – YOUR SAFETY!The three partnering local governments believe the safety issues are major and must be remedied before handover of the underpass from the Contractor will be accepted.

The major safety concerns involve the design and construction methods of various works pertaining to batter slopes, sight distances with traffic, chicane designs and railway alignment. After extensive mediation, the City of Nedlands and the Contractor, Advantearing Civil Engineers, have now agreed a program of works for the Karrakatta Underpass to facilitate completion of works by Advantearing and opening of the underpass in August 2009...”.

7. On 8 January 2010, the complainant emailed the Chief Executive Officer of the agency (‘the CEO’) to request *“a copy of the document 486 as mentioned in the common seal report relating to the settlement of the underpass matter”.*
8. On 14 January 2010, the CEO sent the complainant an email advising *“I have had a look at the agreement on the Karrakatta underpass and, unfortunately am precluded [by] a confidentiality clause from making available any documentation”.*
9. On the same date – that is, 14 January 2010 – the complainant wrote a letter addressed to the FOI Officer at the agency in the following terms:

“I wish to apply for access to and a copy of documents reported to council in December 2009 and listed in the Delegate Authority Report; item DEL09/467 Seal certification – Seal No. 486 – Deed of settlement Karrakatta Underpass Contract No. 71/07.

I wish also to apply for access to and possibly copies of emails, letters, memos and other correspondence relating to the delays in opening the underpass.”

10. On 8 February 2010, the agency's FOI Coordinator wrote to the complainant advising that access to "*most of the documents*" within the scope of the access application was refused because those documents are subject to a confidentiality clause. According to the schedule of documents attached to that decision, the agency identified 84 documents within the scope of the complainant's access application. The agency gave access to nine documents but refused access to the other 75 documents under clause 8(2)(a) of Schedule 1 to the FOI Act, on the basis that those documents, if disclosed, would reveal "*information of a confidential nature obtained in confidence.*"
11. On 9 February 2010, the complainant applied to me for external review of the agency's decision without having first applied for internal review, submitting that – in light of the complainant's earlier correspondence with the CEO – there appeared to be "*little point in asking [the CEO] to review a decision he would clearly already support*". In the circumstances, I decided to exercise my discretion under s.66(6) of the FOI Act to accept the complaint without internal review having been applied for or completed.

REVIEW BY THE INFORMATION COMMISSIONER

12. After receiving this complaint, I required the agency to produce to me the FOI file maintained by the agency in relation to the complainant's access application and the documents the subject of the agency's notices of decision.
13. As a result of the limited information in the agency's notice of decision, my office made further inquiries with the agency in relation to its claim for exemption. In response, the agency withdrew its claim for exemption under clause 8(2) and instead claimed that the requested documents are exempt under clause 8(1) of Schedule 1 to the FOI Act. In addition, during the external review process, the agency submitted that most of the disputed documents are also exempt in full under either or both clauses 4(3) and 7(1) of Schedule 1 to the FOI Act.
14. Following discussions with my office, the complainant agreed to reduce the scope of its complaint to the documents described in the schedule of documents attached to the agency's decision as Documents 1, 6, 7, 8, 32, 47, 50, 57, 65, 69, 70, 75, 80, 81 and 82. However, the total number of documents within scope was more than the 15 referred to here because those documents included a number of attachments. For example, Document 47 has Documents 47A, 47B and 47C as attachments. My office prepared a more detailed schedule of the disputed documents describing them (without revealing potentially exempt matter) and including a description of the attachments to each document, which my office gave to the complainant with the agency's consent. In response, the complainant withdrew its complaint with respect to certain of the documents claimed to be exempt under clause 7(1) and to multiple copies of the same documents. Consequently, at that stage, there were 39 documents remaining in dispute between the parties. Those documents are described as Documents 1, 1A, 8, 8A, 32, 32A, 47, 47A, 47B, 47C, 57, 57A, 57A1, 57B, 57C, 57D, 57E, 65, 69, 69A, 70, 75, 80, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 81,

81A, 81B, 81C, 82B and 82C on the schedule of documents prepared by my office and provided to the parties.

15. At that stage, the agency claimed that all of those documents were exempt under clause 8(1) of Schedule 1 to the FOI Act; that Document 8 was also exempt under clause 7(1); and that Documents 32, 47, 47A, 47B, 47C, 57, 57A, 57A1, 57B, 57C, 57D, 57E, 65, 69, 69A, 70, 75, 80, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 81, 81A, 81B, 81C, 82B and 82C were, in addition, exempt under clause 4(3).
16. On 25 October 2011, I provided both parties with a letter setting out my preliminary view of this complaint, based on the information before me. In brief, my preliminary view was that Documents 1, 57A, 57A1, 57B, 57C, 57D, 57E, 82B and 82C were outside the scope of the complainant's access application; that Documents 1A, 8, 8A, 32, 32A, 47, 47A, 47B, 47C, 57, 69, 69A, 70, 75, 80, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 81, 81A, 81B and 81C were exempt under clause 8(1) of Schedule 1 to the FOI Act; and that Document 65 was not exempt under either clause 4(3) or clause 8(1) as claimed by the agency.
17. The agency accepted my preliminary view that Document 65 is not exempt and gave the complainant access to that document. Accordingly, Document 65 is no longer in dispute.
18. The complainant did not accept my preliminary view and made further submissions to me by letter dated 21 November 2011.

The agency's notice of decision

19. Under s.102(1) of the FOI Act, the onus is on the agency to establish that its decision to refuse access to the requested documents is justified. Section 30 of the FOI Act sets out the details that must be included in an agency's notice of decision given to an access applicant. In cases where an agency decides to refuse access to a document, section 30(f) of the FOI Act provides that the agency must include the following details in its notice of decision: the reasons for the refusal; the findings on any material questions of fact underlying those reasons; and reference or references to the material on which those findings were based.
20. In this case, the agency's notice of decision did not comply with the requirements of s.30(f). It merely said that "*most of the documents that fall within the scope of this application are covered by a confidentiality agreement between [the agency], the [PTA] and the contractor*" and the schedule of documents attached to the decision then cited paragraph (a) of clause 8(2). A case for exemption is not made out by merely citing an exemption clause or clauses.
21. Moreover, in order to establish a *prima facie* exemption under clause 8(2), the requirements of both paragraphs (a) and (b) of clause 8(2) must be satisfied. If a

prima facie claim for exemption is established, then consideration must also be given to whether clause 8(4) operates to limit the exemption.

22. Consequently, when the agency claimed exemption under clause 8(2), its notice of decision should have explained why the requirements of both paragraphs (a) and (b) were satisfied and why the limit on exemption in clause 8(4) did not apply. However, the agency's decision did not adequately explain why the requirements of paragraph (a) were satisfied and did not address paragraph (b) or clause 8(4) at all.
23. As I said at [12] of *Re McGowan and Minister for Regional Development; Lands and Anor* [2011] WAICmr 2, unless agencies explain *why* the exemptions they have claimed apply, it is unlikely that applicants will have a clear understanding of the reasons why access is refused or be in a position to provide me with relevant submissions in relation to the agency's decision.

Scope of access application

24. As noted at paragraph 9 of this decision, by the first part of the complainant's access application, the complainant sought "...a copy of *documents reported to council in December 2009 and listed in the Delegate Authority Report; item DEL09/467 Seal certification – Seal No. 486 – Deed of settlement Karrakatta Underpass Contract No. 71/07*".
25. In order to clarify the documents which come within the first part of the application, my office obtained from the agency a copy of the Delegate Authority Report ('the Report') referred to and sought to clarify which documents were reported to the Council of the agency in December 2009, as described above.
26. The agency has advised my office that the only documents that were reported to Council in December 2009 were the Report and the Common Seal Register, which are both publicly available in the Minutes of that meeting held on 15 December 2009. Having examined a copy of the Report, which is set out at pages 125-132 of those Minutes, I note that it contains a list of 'Delegated Authorities' for November 2009 and page 3 of the Report refers to details of the 'seal certification' in relation to the 'Deed of Settlement Karrakatta Underpass Contract No 71/07'.
27. The agency has confirmed that neither Document 1 – the Procedure for Sealing of Documents – nor the Deed of Settlement itself – Document 1A – were reported to Council in December 2009. As Document 1 is not listed in the Report, I consider that Document 1 falls outside the first part of the complainant's application. However, as Document 1A is mentioned in the Report, I accept that, for the purposes of the complainant's application, it was 'listed' in the Report and comes within the scope of the first part of the complainant's application.
28. I have also considered the scope of the second part of the complainant's application, that is, emails, letters, memos or other correspondence relating to

the delays in opening the Underpass. Having reviewed the documents that the agency dealt with, I consider that Documents 1, 57A, 57A1, 57B, 57C, 57D, 57E, 82B and 82C do not come within that description and are, therefore, outside the scope of the complainant's access application. Consequently, I do not propose to consider those documents further.

Non-disclosure of exempt matter

29. Section 76(5) of the FOI Act requires me to include in my decision on a complaint the reasons for that decision, the findings on any material questions of fact underlying those reasons and reference to the material on which those findings were based. In addition, s.76(8) of the FOI Act provides that my decisions must be published "*...in order that the public is adequately informed of the grounds on which such decisions are made.*" However, section 74(1) of the FOI Act requires me to ensure that exempt matter is not disclosed during the course of dealing with a complaint and section 74(2) places an obligation on me "*...not to include exempt matter... in a decision on a complaint or in reasons given for the decision.*"
30. Taking into account the provisions of sections 76(5) and 76(8), and bearing in mind the mandatory obligations imposed upon me by s.74, I consider that I am constrained from describing in more detail the submissions made by the agency in relation to the disputed documents and from discussing in detail the evidence on which my decision is based because to do so would breach my obligation under s.74(2).
31. I acknowledge that this places the complainant at a considerable disadvantage in endeavouring to make meaningful submissions to me on the contested issues in this complaint.
32. The difficulties faced by complainants, and the constraints placed upon me by s.74 of the FOI Act, were recognised by Owen J in *Manly v Ministry of Premier and Cabinet* (1995) 14 WAR 550, at pages 556-557. In that case, Owen J took the view that provisions such as s.74 should be construed strictly to avoid the disclosure of exempt matter.

THE DISPUTED DOCUMENTS

33. The documents remaining in dispute are Documents 1A, 8, 8A, 32, 32A, 47, 47A, 47B, 47C, 57, 69, 69A, 70, 75, 80, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 81, 81A, 81B and 81C, which are listed in the appendix to this decision. In light of my statutory duty under s.74 of the FOI Act not to disclose exempt matter, I have described the disputed documents in general terms only.

CLAUSE 8(1) – CONFIDENTIAL COMMUNICATIONS

34. The agency claims that all of the disputed documents are exempt under clause 8(1) of Schedule 1 to the FOI Act.
35. Clause 8 of Schedule 1 to the FOI Act, so far as is relevant, provides:

“(1) Matter is exempt matter if its disclosure (otherwise than under this Act or another written law) would be a breach of confidence for which a legal remedy could be obtained.

(2) ...

(3) ...

(4) Matter is not exempt matter under subclause (2) if its disclosure would, on balance, be in the public interest”.

The agency’s submissions

36. The agency’s submissions are set out in a letter to my office dated 3 September 2010. In brief, the agency claims that the disputed documents are exempt under clause 8(1) by virtue of three different and separate confidentiality provisions as follows:

- A confidentiality provision in the Contract. The agency submits that it is bound by the Contract including the confidentiality provision contained in the Contract because the PTA was acting as agent for the agency when it signed the Contract.
- A confidentiality provision in an agreement dated 3 April 2009 between the agency, the PTA, the Contractor and a mediator relating to the appointment of the mediator to assist the parties to resolve disputes arising from the Underpass project (‘the Mediation Agreement’).
- A confidentiality provision in a Deed of Settlement which the agency entered on or around 18 November 2009 with the PTA and the Contractor (‘the Deed’).

37. In summary, the agency submits that it is bound by the confidentiality provisions in the Contract, the Mediation Agreement and the Deed and that disclosure of the disputed documents would be a breach of each of those confidentiality clauses for which a legal remedy could be obtained.

The complainant’s submissions

38. The complainant’s submissions are contained in its letter to me dated 21 November 2011. The complainant submits, in brief, as follows:

- (a) It appears that the complainant is in a position, contrary to s.102(1) of the FOI Act, of having to establish that it is entitled to access the disputed documents rather than the presumption being in favour of access.
- (b) Section 104 of the FOI Act provides officers of the agency protection from legal action if the agency gives access to the disputed documents.
- (c) The limit on exemption in clause 6(3) of Schedule 1 to the FOI Act – which provides that matter that is merely factual or statistical is not

exempt – applies to many of the disputed documents. The limit on exemption in clause 4(4) of Schedule 1 to the FOI Act – which provides that matter is not exempt under clause 4(1), clause 4(2) or clause 4(3) merely because its disclosure would reveal information about the business, professional, commercial or financial affairs of an agency – is also relevant.

- (d) In light of the public interest limits on exemption in clauses 4(7) and 8(4), the complainant is “*puzzled by the [agency’s] claim that there is no public interest test [which applies to the disclosure of the disputed documents]*”.
 - (e) Referring to the onus of proof under s.102(3) of the FOI Act, there is an enormous interest in this matter – that is, the delay in the opening of the Underpass – which is demonstrated by the substantial number of letters the complainant claims it has received from members of the public, the wide reporting of the matter in the media and the raising of the matter in Parliament.
39. The complainant also submitted in its application for external review dated 9 February 2010 that “*this matter involves spending of more than \$7 million on public roads. There has been enormous curiosity, anger and frustration among the community who deserve to know why it took more than a year to sort out and exactly what it cost tax and ratepayers.*”

Consideration

40. Clause 8(1) provides that matter is exempt if its disclosure (otherwise than under the FOI Act or another written law) would be a breach of confidence for which a legal remedy could be obtained. I consider that the exemption in clause 8(1) applies to documents if their disclosure would give rise to a cause of action for breach of a common law obligation of confidence, such as a breach of a contractual obligation of confidence, for which a legal remedy may be obtained. Clause 8(1) is not subject to a public interest test.
41. I have examined the copies of the Contract, the Deed and the Mediation Agreement, which the agency has provided to my office, including the confidentiality clauses in those documents. I accept that a breach of the confidentiality clauses in each of those documents would be a breach of confidence for which a legal remedy could be obtained.
42. Although the agency is not named as a party to the Contract, I note that the agency was a party to the Deed of Settlement with the Contractor and the PTA. On the information before me, I am satisfied that the PTA entered into the Contract on behalf of the agency and that the agency is bound by the confidentiality provision in the Contract.
43. I have considered whether the disclosure of any or all of the disputed documents would breach the confidentiality clause in the Contract. In my view, that confidentiality clause is broad in its application. However, because of the

constraint placed on me by s.74 I am unable to set out the terms of that clause in this decision.

44. Based on my examination of the disputed documents and the Contract, I consider that the confidentiality clause in the Contract applies to Documents 8, 8A, 32, 32A, 47, 47A, 47B, 47C, 57, 69, 69A, 70, 75, 80, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 81, 81A, 81B and 81C. Consequently, I consider that the disclosure of those documents would constitute a breach by the agency of an obligation of confidence for which a legal remedy could be obtained.

45. As Heenan J said in *BGC (Australia) Pty Ltd v Fremantle Port Authority and Anor* (2003) 28 WAR 187 at [43]:

“Once it becomes apparent that [an] obligation of confidentiality [arises] from the terms of a contract agreed upon in the course of arm's length commercial negotiations, the materials and documents which, thereby, become the subjects of the obligation of confidence, by that very fact, satisfy the description of exempt material within cl 8(1) of the Schedule to the Act, in the absence of any evidence to establish impropriety, fraud or an intention to defeat the application of a statute”.

46. Accordingly, I consider that Documents 8, 8A, 32, 32A, 47, 47A, 47B, 47C, 57, 69, 69A, 70, 75, 80, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 81, 81A, 81B and 81C are exempt under clause 8(1). In light of that view, it is not necessary for me to consider whether those documents are also exempt under clauses 4(3) or 7(1) as the agency claims.

47. However, I am not persuaded that the confidentiality provision in the Contract applies to Document 1A or that the disclosure of that document would breach the confidentiality clause in the Contract. Therefore, I have considered whether either or both of the confidentiality provisions in the Deed or the Mediation Agreement apply to Document 1A.

48. Document 1A is the Deed. On the information before me I accept that the confidentiality clause in the Deed applies to the whole of Document 1A and that the disclosure of Document 1A would be a breach of confidence for which a legal remedy could be obtained. Consequently, I am satisfied that Document 1A is also exempt under clause 8(1). I am also satisfied that the limit on the exemption in clause 8(3) has no application.

49. In relation to the complainant's submission at (a) on the application of s.102(1), applicants are not required to establish that they are entitled to access the requested documents. Section 102(1) provides that the onus is on the agency to establish that its decision to refuse access to the requested documents is justified. Further, the FOI Act does not provide that there is a presumption in favour of access, as the complainant submits. The FOI Act creates a right of access to Government documents. However, it is not an absolute right, and the public interest in this right is balanced in the FOI Act against a number of other public interests which are contained in the form of exemptions and which are essential for the proper workings of Government.

50. Since the exemption in clause 8(1) is not subject to a public interest limit on exemption – unlike clauses referred to by the complainant – the onus under s.102(3), which requires an applicant to establish that disclosure would, on balance, be in the public interest, does not apply in this case, as the complainant suggests at (e).
51. The complainant also refers me in (c) to clauses 6(3) and 4(4) but those provisions are not relevant to the application of clause 8(1).
52. As mentioned by the complainant at (b), s.104 of the FOI Act protects officers of agencies from actions for defamation or breach of confidence, if decisions are made in good faith to give access to documents under the FOI Act and the FOI Act permits or requires such a decision to be made. However, as Heenan J noted in *BGC* at [8], an agency has a discretion under s.23(1)(a) of the FOI Act whether or not to disclose a document containing exempt matter. In this case, the agency has exercised its discretion not to disclose documents which I have found to be exempt under clause 8(1), as it is entitled to do.
53. Further, as Heenan J noted at [8] of *BGC*, pursuant to s.76(4) of the FOI Act, I do not have the power on external review to make a decision to the effect that access is to be given to an exempt document. That is, once I am satisfied on the information before me that a document is exempt, I have no discretion to decide that access should be given to it.

CONCLUSION

54. I find that:
 - Documents 1, 57A, 57A1, 57B, 57C, 57D, 57E, 82B and 82C are outside the scope of the complainant's access application.
 - Documents 1A, 8, 8A, 32, 32A, 47, 47A, 47B, 47C, 57, 69, 69A, 70, 75, 80, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 81, 81A, 81B and 81C are exempt under clause 8(1) of Schedule 1 to the FOI Act.

APPENDIX

The disputed documents

Document 1A	Deed of Settlement between the agency, the PTA and the Contractor
Document 8	Emails dated 24 July 2009 to 27 July 2009 between agency and third parties
Document 8A	Attachment to Document 8
Document 32	Emails dated 15 January 2009 between agency and third parties
Document 32A	Attachment to Document 32 – report dated 4 January 2009
Document 47	Emails dated 27 October 2009 between third parties and agencies
Document 47A	Attachment to Document 47 – letter dated 27 October 2008 from third party to an agency
Document 47B	Attachment to Document 47 – memorandum dated 14 October 2008 between two third parties
Document 47C	Attachment to Document 47 – draft letter dated 30 September 2008 from an agency to a third party
Document 57	Emails dated 23 August 2008 to 25 August 2008 between agency and third parties
Document 69	Emails dated 22 December 2008 and 30 December 2008 between agency and third parties
Document 69A	Attachment to Document 69 – letter dated 22 December 2008 between two third parties
Document 70	Emails dated 27 October 2008 to 30 December 2008 between agency and third parties
Document 75	Report dated July 2008
Document 80	Email dated 18 June 2008 from third party to agency and other third parties
Documents 80A-E	Attachments to Document 80 – various letters between two third parties

Documents 80F-J	Various attachments to Document 80
Document 81	Email dated 18 June 2008 between various third parties including agency
Document 81A	Attachment to Document 81 – letter dated 13 June 2008 between two third parties
Document 81B	Attachment to Document 81
Document 81C	Attachment to Document 81 – letter dated 3 June 2008 between two third parties with an attachment