

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

**File Ref: F1821998
Decision Ref: D0211999**

Participants:

**Gary Raymond Payne, Patricia Mavis Payne
and Gary Payne Nominees Pty Ltd.**
Complainants

- and -

**Electricity Corporation
trading as
Western Power Corporation**
Respondent

DECISION AND REASONS FOR DECISION

FREEDOM OF INFORMATION – refusal of access – valuation reports and other documents relating to compensation for land – clause 4 – commercial or business information of a person – whether appropriately claimed in respect of commercial information of an agency – clause 10(3) – information having a commercial value – meaning of “commercial value” – whether any commercial value could reasonably be expected to be diminished or destroyed by disclosure – clause 10(4) – whether the documents contain information relating to the commercial affairs of the agency – meaning of “commercial” – whether the commercial affairs of the agency could reasonably be expected to be adversely affected by disclosure – clause 9 – the State’s economy – clause 6 – deliberative processes – advice and opinion obtained in the course and for the purpose of the deliberative processes of the agency – whether disclosure would be contrary to the public interest – clause 8(2) – confidential communications – confidential information obtained in confidence – whether disclosure could reasonably be expected to prejudice the future supply to the agency of information of that kind – information provided by public officers in the course of their professional duties – valuations provided by private valuers – clause 3 – personal information – personal information about individuals other than the access applicant – signatures, names and other information concerning third parties.

Freedom of Information Act 1992 (WA) s.102(1); Schedule 1 clauses 3, 4(2), 4(3), 4(4), 6(1), 8(2), 9, 10(3), 10(4).

State Energy Commission Act 1979 (WA) s.46.

Interpretation Act 1984(WA)

Re Slater and State Housing Commission of Western Australia [1996] WAICmr 13

Re Edwards and Electricity Corporation [1999] WAICmr 13

Re Jones and Shire of Swan [1994] WAICmr 6

DECISION

The decision of the agency is set aside. In substitution it is decided that the disputed documents are not exempt and the complainants are entitled to have access to those documents edited so as to remove personal information about third parties as described in paragraph 48 of these reasons.

B.KEIGHLEY-GERARDY
INFORMATION COMMISSIONER

2 August 1999

REASONS FOR DECISION

BACKGROUND

1. This is an application for external review by the Information Commissioner arising out of a decision made by the Electricity Corporation trading as Western Power Corporation ('the agency') to refuse Gary Raymond Payne and Patricia Mavis Payne and Gary Payne Nominees Pty Ltd ('the complainants') access to documents requested by them under the *Freedom of Information Act 1992* ('the FOI Act').
2. The complainants are the registered owners of Lot 2 Old Mandurah Road, Ravenswood, having purchased the land on 16 December 1992. Subsequent to the purchase of that land, the agency contacted the complainants to discuss the need for the agency to construct new transmission lines across the land and for it to have access to the land for that purpose. The agency advised the complainants that, in 1987, it had served the previous owner with the relevant notice under s.46 of the *State Energy Commission Act 1979*.
3. However, the complainants were unaware of the existence of the s.46 notice or any negotiations made with the previous owner of the property in respect of that matter. I understand that the agency successfully negotiated with the previous owner for the grant of an easement over the property to allow for the construction of the transmission lines and did not seek to compulsorily acquire part of the land for its purposes. Rather, the parties entered into negotiations over compensation. Following lengthy negotiations, the matter of compensation remains unresolved with the parties unable to agree on a suitable amount. In a letter dated 29 July 1998, the agency made an offer to the complainants for the purpose of finalising the question of compensation. However, the complainants refused that offer and requested that proceedings be commenced for formal resumption of the relevant part of their property.
4. In May 1998, the complainants lodged the first of two access applications with the agency. In the first application, access was sought to various documents relating to the complainants' property including valuations, reports, documents, letters, plans, correspondence, notes, file notes, writings, working papers, technical data and submissions and draft documents dating from 1988. Subsequently, the complainants lodged a complaint with my office and that complaint was resolved by conciliation.
5. By letter dated 8 October 1998, the complainants made a second access application to the agency. Access was sought to the same kinds of documents described in the first access application, dating from 1985 to 1988, and all documents for the period between the first application and the second application. The agency granted the complainants access to some of the requested documents relating to the period 1985-1988. However, it appears that the agency did not deal with that part of the application in respect of the

requested documents relating to the period between the first application and the second application.

6. On 20 November 1998, the complainants applied for internal review of the agency's decision. By letter dated 26 November 1998, Ms Melissa Smith of the agency informed the complainants that the information sought had already been provided as part of the agency's initial decision. However, it appears that the internal reviewer did not identify or make a decision in respect of any documents for the period between the first application and the second application.
7. Subsequently, after my intervention, the agency acknowledged that a proper internal review had not been conducted and an extension of time was granted to allow the agency to make a fresh decision. The complainants also cooperated by reducing the scope of their application to exclude some documents. By letter dated 11 December 1998, the agency identified 12 documents falling within the reduced scope of the access application and refused access to all of those documents under various exemption clauses of Schedule 1 to the FOI Act.
8. By letter dated 16 December 1998, the complainants lodged a complaint with the Information Commissioner seeking external review of the agency's decision.

REVIEW BY THE INFORMATION COMMISSIONER

9. I notified the agency that I had received and accepted the complaint and I required the agency to produce to me, for my examination, the originals of the documents to which access was refused, together with the FOI file maintained for the purpose of dealing with the complainants' access application. Although attempts were made by my office on several occasions to achieve a conciliated outcome to this complaint, those attempts were not successful.

THE DISPUTED DOCUMENTS

10. As a result of the complainants withdrawing from part of their complaint, there are 9 documents or parts of documents remaining in dispute between the parties. The disputed documents are described as follows:

Doc. No.	Agency folio ref.	Description	Exemption Claim
File No. 1/278/59 Vol.2			
1	202	Fax to Sullivan & Associates and Valuer General's Office from Western Power dated 3/6/98.	Clauses 4 and 8
2	203	Letter to Gary Raymond Payne and Patricia Mavis Payne from Manager Transmission Projects, Western Power dated 3 June 1998	Nil
3	204-226	Analysis of rezoning and subdivision potential by Rizzo and Associates (Pt Lot 2 Old Mandurah	Clauses 4, 6, 8, 9 & 10

		Road, Ravenswood) dated 8/6/98.	
4	229	Fax to Sullivan & Associates and Valuer General's Office from Western Power dated 10/6/98.	Clauses 4 and 8
5	235	Fax to Sullivan & Associates and Valuer General's Office from Western Power dated 19/6/98.	Clauses 4, 6 & 8
6	238-239	Letter from Rizzo and Associates to Western Power dated 22/6/98.	Clauses 4, 6, 8, 9 & 10
7	244	Fax to Sullivan & Associates and Valuer General's Office from Western Power dated 23/6/98.	Clauses 4 & 8
8	247-252	Valuation from Sullivans Real Estate for Western Power dated 30/6/98.	Clauses 4, 8, 9 & 10
9	253-256	Valuation from Valuer General's Office to Western Power dated 30/6/98.	Clauses 4, 8, 9 & 10

THE EXEMPTIONS

(a) *Clause 4 - Commercial or business information*

11. The agency claims that all of the disputed documents, except one (Document 2), are exempt under clause 4 of Schedule 1 to the FOI Act. Clause 4 of Schedule 1 to the FOI Act, so far as is relevant, provides:

"4. Commercial or business information

"Exemptions

- (1) *Matter is exempt matter if its disclosure would reveal trade secrets of a person.*
- (2) *Matter is exempt matter if its disclosure -*
- (a) *would reveal information (other than trade secrets) that has a commercial value to a person; and*
- (b) *could reasonably be expected to destroy or diminish that commercial value.*
- (3) *Matter is exempt matter if its disclosure -*
- (a) *would reveal information (other than trade secrets or information referred to in sub-clause (2)) about the business, professional, commercial or financial affairs of a person; and*

- (b) *could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of information of that kind to the Government or to an agency.*

Limits on exemptions

- (4) ...
(5) ...
(6) ...
(7) *Matter is not exempt matter under sub-clause (3) if its disclosure would, on balance, be in the public interest.*

12. Clause 4 deals with the exempt nature of commercial or business information of “a person”. The definition of the word “person” in the *Interpretation Act 1984* makes it clear that the exemption in clause 4 applies to natural persons, as well as to bodies corporate or unincorporate. However, the limit on exemption in clause 4(4) provides that matter is not exempt matter under those subclauses merely because its disclosure would reveal information about the business, professional, commercial or financial affairs of an agency.
13. Clause 10 deals with the exemption of certain commercial or business information of the State and its agencies. Subclauses (2), (3) and (4) of clause 10 are drafted in substantially similar terms to subclauses (1), (2) and (3) of clause 4, except that the former refer to agencies, whereas the latter refer to “persons”. In my view, as a matter of statutory construction, the inclusion in Schedule 1 to the FOI Act of an exemption clause specifically directed at protecting the commercial or business information of State government agencies means that the appropriate exemption to be used by those agencies seeking to protect their commercial or business information is clause 10 rather than clause 4.
14. Although I accept that the agency may be a “legal person”, given the inclusion of the clause 10 exemption I consider that clause 4 is the exemption that applies to documents containing information about the commercial or business information of any natural person, or any body or organisation, whether corporate or unincorporate, other than State government agencies. In my view, it is primarily intended to protect certain of the commercial or business affairs of private individuals and organisations having business dealing with Government.
15. Although some third parties are referred to by name in Documents 1, 3, 4, 5, 6, 7, 8 and 9, it does not appear to me that any of the information contained in those documents is information that may disclose trade secrets of any person or has a commercial value to any of those persons. It may be arguable, although the agency has not argued it and I would not necessarily accept it, that some of the information in the documents may relate to the business or professional affairs of those persons. However, the agency has identified no such information, provided no evidence and made no submissions in that regard.

16. Further, there is nothing before me to suggest that any of the adverse effects contemplated by clause 4(2)(b) or clause 4(3)(b) could reasonably be expected to follow from disclosure of those documents. Taking into account the lack of submissions by the agency and the lack of any other evidence before me that goes towards establishing any of the exemptions provided by clause 4 in respect of any particular matter in the documents, I find that none of the disputed documents is exempt under clause 4.

(b) Clause 10 – The State’s financial or property affairs

17. The agency claims that Documents 3, 6, 8 and 9 are exempt under clause 10 of Schedule 1 to the FOI Act. Clause 10 provides:

“10. The State’s financial or property affairs

Exemptions

(1) *Matter is exempt matter if its disclosure could reasonably be expected to have a substantial adverse effect on the financial or property affairs of the State or an agency.*

(2) *Matter is exempt matter if its disclosure would reveal trade secrets of an agency.*

(3) *Matter is exempt matter if its disclosure -*

(a) *would reveal information (other than trade secrets) that has a commercial value to an agency; and*

(b) *could reasonably be expected to destroy or diminish that commercial value.*

(4) *Matter is exempt matter if its disclosure -*

(a) *would reveal information (other than trade secrets or information referred to in subclause (3)) concerning the commercial affairs of an agency; and*

(b) *could reasonably be expected to have an adverse effect on those affairs.*

(5) *Matter is exempt matter if its disclosure -*

(a) *would reveal information relating to research that is being, or is to be, undertaken by an officer of an agency or by a person on behalf of an agency; and*

(b) *would be likely, because of the premature release of the information, to expose the officer or person or the agency to disadvantage.*

Limit on exemptions

(6) *Matter is not exempt matter under subclause (1), (2), (3), (4) or (5) if its disclosure would, on balance, be in the public interest.*”

18. It is clear from the specific language of clause 10 that each of the subclauses is directed at protecting a different kind of information from disclosure under the FOI Act. Whilst an agency may claim, in the alternative, exemption for documents under more than one exemption clause or subclause, as a matter of construction, the same information cannot be exempt under more than one of subclauses (2), (3) or (4) of clause 10.
19. In this instance, none of the subclauses is identified by the agency as a basis of any of its claims for exemption. The agency has merely cited clause 10 in general as a reason for exemption. Having examined the disputed documents, it does not appear to me that there is any information of the kind described in subclauses (1), (2) or (5) of clause 10.
20. However, some of the matter in Documents 3, 6, 8 and 9 may be information of a kind described in paragraph (a) of subclauses (3) and (4) of clause 10. Therefore, I have considered whether those documents could be exempt under clause 10(3) and 10(4).

Clause 10(3)

21. Clause 10(3) is concerned with the protection of information which is not a trade secret but which has a "commercial value" to an agency. In order to establish an exemption under clause 10(3), the relevant information must have some commercial value, although, in my view, it is not a requirement of clause 10(3) that the commercial value be quantified or assessed. It must also be shown that disclosure could reasonably be expected to destroy or diminish the commercial value of the information in question. When the requirements of clause 10(3)(a) have been satisfied, the potential effects of disclosing that kind of information must then be assessed in accordance with the requirements of clause 10(3)(b)
22. In *Re Slater and State Housing Commission of Western Australia* [1996] WAICmr 13, I considered the meaning of the words "commercial value" in clause 10(3). In my view, information may have a "commercial value" if it is valuable for the purpose of carrying on the commercial activities of an agency. I consider that it is by reference to the context in which the information is used, or exists, that the question of whether it has a "commercial value" may be determined.
23. I dealt with a claim by the agency for exemption under clause 10(3) for documents relating to compensation for a transmission line easement in my decision *Re Edwards and Electricity Corporation* [1999] WAICmr 13, at paragraphs 19-37. As I did in that instance, I accept that the agency operates in a commercial environment where its primary function is to generate, acquire,

exchange, transport, distribute, market and otherwise supply electricity. However, in this case also, I am not persuaded that documents 3, 6, 8 and 9 contain information of the kind referred to in clause 10(3).

24. The agency has not identified any particular information in those documents that has a commercial value to it, nor has it explained what that commercial value might be. Further, even if such information were before me, without more, that would not be sufficient to establish a *prima facie* ground for exemption. The requirements of paragraph (b) of clause 10(3) must also be addressed. The agency has provided no evidence that, if there were any commercial value in the information contained in those documents, it could reasonably be expected to be diminished or destroyed by disclosure.
25. As the agency has not discharged the onus on it under s. 102(1) of the FOI Act, I find that Documents 3, 6, 8 and 9 are not exempt under clause 10(3) of Schedule 1 to the FOI Act.

Clause 10(4)

26. The exemption provided by clause 10(4) is more general in its terms than that provided by clause 10(3). It is directed at protecting from adverse effects certain of the activities of an agency so that the commercial position of State agencies and instrumentalities will not be undermined by accountability requirements under the FOI Act. However, unlike FOI legislation in other jurisdictions, in which the term "business, professional, commercial or financial affairs" appears in the equivalent exemption provisions, the exemption in subclause 10(4) is concerned only with information relating to the commercial affairs of an agency. Nevertheless, it is my view that the commercial affairs of an agency may also include its business and financial affairs, although not necessarily so.
27. In *Re Slater*, at paragraph 30, I said:

“... the mere fact that there are commercial aspects to the agency’s operations is not sufficient, in my view, to conclude that a document acquired to assist the agency in making commercial decisions necessarily contains information “concerning the commercial affairs of the agency”. Whether a particular document is one that concerns the commercial affairs of the agency depends on a proper characterisation of the contents of the document. A business plan, for example, may be a document that contains information falling within the description of clause 10(4)(a).”
28. Although I understand that valuations and planning consultants’ reports were provided to the agency by professional public officers and private professionals on a commercial basis – that is, for a fee – that does not necessarily mean that the documents contain information concerning the commercial affairs of the agency. The fact that the documents relate to a particular commercial dealing by the agency does not necessarily mean they concern “the commercial affairs of the agency” (see *Re Edwards* at paragraphs 39-44).

29. Although the agency operates in a commercial manner, with a view to making a profit, it is subject to legislation ensuring that the public is protected in its dealings with the agency and that the agency fulfils its main function – to provide electricity. In order to carry out its main function, certain ancillary functions, such as the acquisition of land, must be carried out. However, in my view, it does not necessarily follow that, because the agency enters into negotiations with a landowner over compensation for land acquired by it, those negotiations relate to the commercial affairs of the agency. In this case, I am not persuaded, on the material presently before me, that it is established that the documents contain information concerning the commercial affairs of the agency.
30. In any event, as I explained in paragraph 45 of *Re Edwards*, even if the information in the disputed documents could be said to be information concerning the commercial affairs of the agency, in order to establish that the documents are exempt under clause 10(4), the agency must also show that their disclosure could reasonably be expected to have an adverse effect on those affairs. There is nothing on the face of the documents themselves that suggests to me that any such adverse effect could reasonably be expected to follow from their disclosure and the agency has provided nothing in support of such a claim.
31. In this case, the agency's attempts to negotiate a settlement of the compensation issue have failed and the parties are now required to follow certain prescribed processes. In such circumstances, I see no inconsistency between an agency being as accountable and as transparent as possible in such a process and operating commercially. I do not consider that being both accountable and transparent will necessarily have an adverse effect on the commercial affairs of the agency.
32. Accordingly, I find that the requirements for exemption under clause 10(4) have not been satisfied and that Documents 3, 6, 8 and 9 are not exempt under clause 10(4).

(c) ***Clause 9 – The State's economy***

33. The agency claims that Documents 3, 6, 8 and 9 are also exempt under clause 9 of Schedule 1 to the FOI Act. Clause 9 provides:

“9. The State's economy

Exemptions

(1) Matter is exempt matter if its disclosure could reasonably be expected to -

- (a) have a substantial adverse effect on the ability of the Government or an agency to manage the economy of the State; or*

- (b) *result in an unfair benefit or detriment to any person or class of persons because of the premature disclosure of information concerning any proposed action or inaction of the Parliament, the Government or an agency in the course of, or for the purpose of, managing the economy of the State.*

Limit on exemption

- (2) *Matter is not exempt matter under subclause (1) if its disclosure would, on balance, be in the public interest.*

34. The agency has merely cited clause 9 as a ground for exemption without any reasons in support of such a claim. Having examined those documents, and in the absence of any reasons from the agency, I do not consider that there is any factual basis for a claim for exemption under clause 9. I find that Documents 3, 6, 8 and 9 are not exempt under clause 9 of Schedule 1 to the FOI Act.

(d) ***Clause 6 – Deliberative processes***

35. The agency claims that Documents 3, 5 and 6 are exempt under clause 6 of Schedule 1 to the FOI Act. Clause 6, so far as is relevant, provides:

“6. Deliberative processes

Exemptions

- (1) *Matter is exempt matter if its disclosure -*

- (a) *would reveal -*

(i) *any opinion, advice or recommendation that has been obtained, prepared or recorded; or*

(ii) *any consultation or deliberation that has taken place, in the course of, or for the purpose of, the deliberative processes of the Government, a Minister or an agency; and*

- (b) *would, on balance, be contrary to the public interest.”*

36. I have discussed the scope and meaning of the exemption in clause 6(1) and the meaning of the phrase “deliberative processes” in a number of formal decisions, and most recently in *Re Edwards*, at paragraphs 56-58. In my view, the deliberative processes of an agency are its thinking processes, the process of reflection, for example, on the wisdom and expediency of a proposal, a particular decision or course of action. The exemption in clause 6(1) is in two

parts and an agency must satisfy the requirements of both paragraphs (a) and (b) to establish a valid claim for exemption.

Clause 6(1)(a)

37. In my opinion, the process of an agency determining the price to be paid by way of compensation for land entered upon by the agency, in circumstances where that agency is authorised by law to do so, is a deliberative process of such an agency (see *Re Jones and the Shire of Swan* [1994] WAICmr 6). As the planning consultant's report (Document 3) and the supplement (Document 6) to that report were prepared for the agency in the course of and for the purpose of that deliberative process, I consider that Document 3 and Document 6 meet the requirements of paragraph (a) of clause 6(1). Whilst the attachments to Document 3 contain some factual information that may bring them within the limit on exemption in clause 6(3), I accept that, *prima facie*, those documents also meet the requirements of clause 6(1)(a). Document 5 appears to me to record the process of consultation with the agency's valuer. I accept, therefore, that it meets the requirements of clause 6(1)(a).

Clause 6(1)(b) – “contrary to the public interest”

38. In my decision in *Re Edwards*, at paragraphs 65-84, I dealt with the public interest arguments for and against disclosure of documents relating to a similar issue. In that decision I said:

“65. *I have consistently expressed the view that it would be contrary to the public interest to prematurely disclose documents while deliberations in an agency are continuing, if there is evidence that the disclosure of such documents would adversely affect the decision-making process, or that disclosure would, for some other reason, be contrary to the public interest. In either of those circumstances, I consider that the public interest is served by non-disclosure. I do not consider that it is in the public interest for any agency to conduct its business with the public effectively “looking over its shoulder” at all stages of its deliberations and speculating about what might be done and why. I consider that generally the public interest is best served by allowing deliberations to occur unhindered and with the benefit of access to all of the material available so that informed decisions may be made.*

66. *I consider that it would be contrary to the public interest to disclose documents whilst the deliberative process of determining appropriate compensation for land is continuing, if there is evidence that disclosure would adversely affect that process. An example might be in the circumstances previously identified where the premature disclosure of a settlement figure that an agency is prepared to offer, or a negotiation range that an agency is prepared to operate within, could put the agency at a disadvantage in the negotiating process.”*

39. In this case, whether or not disclosure of certain of the matter in Documents 3, 5 and 6 will undermine the negotiating position of the agency in its dealing with the complainants is dependent, firstly, upon whether the parties are still actively negotiating. The complainants' solicitors have clearly stated that, in their view, the negotiations over compensation are at an end. The agency has not made any submission to the contrary. Further, all the evidence currently before me clearly supports the complainants' stated position that negotiations over compensation are at an end.
40. In its letter to the complainants' solicitors of 29 July 1998, the agency made an offer of a specified sum stated to be for the purpose of finalising the matter. By letter dated 19 August 1998, the complainants' solicitors advised the agency that they were instructed to refuse the agency's offer. The complainants' solicitors also advised the agency that they sought a formal timetable for the resumption of the land and that they did not consider it reasonable for the complainants to have to keep on expending fees in pursuit of negotiations that ultimately appear to be fruitless.
41. However reluctant the agency may be to accept that negotiations are ever at an end in cases of this type, it appears that, in this case, all current meaningful negotiations are at an end and a notation on one of the documents produced to me indicates that the agency understands that. Therefore, it appears that the matter of the amount of compensation payable by the agency to the complainants may only be resolved through the formal processes available to the parties.
42. In the circumstances, the agency's deliberative processes could not, in my view, be adversely affected by disclosure of Documents 3, 5 and 6. Those documents deal with the agency's deliberations in determining the amount that it may offer by way of compensation. That offer has been made and it was rejected.
43. I am not persuaded, on the basis of the evidence currently before me, that disclosure of the matter contained in those documents could have any serious effect on negotiations such that it could reasonably be expected to adversely affect the process of determining a fair amount of compensation payable by the agency for the agency entering on the complainant's land and completing the works, nor that disclosure would, for any other reason, be demonstrably contrary to the public interest. Accordingly, I find that Documents 3, 5 and 6 are not exempt under clause 6.

(e) ***Clause 8 - Confidential communications***

44. The agency claims that all of the disputed documents, except one (Document 2), are exempt under clause 8 of Schedule 1 to the FOI Act. Clause 8 of Schedule 1 to the FOI Act provides:

"8. Confidential communications

Exemptions

(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) *Matter is exempt matter if its disclosure -*

(a) *would reveal information of a confidential nature obtained in confidence; and*

(b) *could reasonably be expected to prejudice the future supply of information of that kind to the Government or to an agency.*

Limits on exemption

(3) *Matter referred to in clause 6 (1) (a) is not exempt matter under sub-clause (1) unless its disclosure would enable a legal remedy to be obtained for a breach of confidence owed to a person other than -*

(a) *a person in the capacity of a Minister, a member of the staff of a Minister, or an officer of an agency; or*

(b) *an agency or the State.*

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

45. On the basis of my examination of the disputed documents and in the absence of any probative evidence or helpful submissions from the agency to justify its decision to refuse access based on clause 8(1) or clause 8(2), I do not consider that there is any basis for exemption under clause 8. Firstly, in respect of clause 8(1), there is nothing by way of evidence or submissions to establish that any of the disputed documents are subject to an obligation of confidence owed to any third party, a breach of which would make available a legal remedy.
46. Secondly, in respect of clause 8(2), there is nothing before me to establish that any of the documents contains information of a confidential nature obtained in confidence by the agency, nor that the future supply of such information could be prejudiced by disclosure of the documents. Much of the information in those documents is information provided by professional public officers in the course of their professional duties and by private professionals in the business of providing opinions and advice, and engaged and remunerated for that purpose. I do not accept, therefore, that its disclosure would prejudice the supply of that kind of information to the agency in the future. I find, therefore, that none of the disputed documents is exempt under clause 8.

Document 2

47. I note that the agency made no specific claims for exemption in respect of Document 2. Document 2 is a copy of a letter from the agency to the complainants. I would not have thought that that document could be exempt from disclosure to the complainants for any reason and, for the reasons discussed above, I find that it is not exempt under any of the exemption clauses mentioned by the agency in respect of the other disputed documents.

Deletion of exempt matter

48. Some of the disputed documents contain personal information, as that term is defined in the FOI Act, about third parties. However, the complainants do not seek access to personal information about third parties. I consider the names and personal signatures of third parties who are not officers of the agency, and any other matter that might identify them, and the signatures of third parties, whether or not they are officers of the agency, to be information of that kind. Some of that information appears in the disputed documents but I consider that it would be practicable for the agency to delete that matter from those documents before disclosure.
