HIGH COURT OF AUSTRALIA

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Details of Filing

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Important Information

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IN THE HIGH COURT OF AUSTRALIA
SYDNEY REGISTRY

BETWEEN:

HDI Global Specialty SE
ACN 129 395 544
First applicant

The Hollard Insurance Company Pty Ltd
ACN 090 584 473
Second applicant

and

Wonkana No 3 Pty Limited trading as Austin Tourist Park
ACN 156 510 566
First respondent

FA Edwards
Second respondent

CH Edwards
Third respondent

Key Holding and Investments Pty Ltd as The Trustee for Key Nutrition Unit Trust trading as Thrive Health and Nutrition
ACN 605 173 662
Fourth respondent

APPLICATION FOR SPECIAL LEAVE TO APPEAL

The applicants apply for special leave to appeal from the whole of the judgment of the Court of Appeal of the Supreme Court of New South Wales given on 18 November 2020.

PART I: PROPOSED GROUNDS OF APPEAL AND ORDERS SOUGHT

Grounds

1. The Court of Appeal erred in concluding that, in exclusions to business interruption insurance policies, the expression "diseases declared to be quarantinable diseases under the *Quarantine Act 1908* (Cth) and subsequent amendments" did not extend to listed human diseases under the *Biosecurity Act 2015* (Cth) following the repeal of the *Quarantine Act* and its replacement by the *Biosecurity Act*.

Orders sought

2. Appeal allowed.

3. Set aside the orders of the Court of Appeal and, in their place:

(a) Declare that on the proper construction of the "Tourist Parks & Lifestyle Villages Insurance Policy" issued by the first plaintiff to the first, second and third defendants for the cover period 28 February 2020 to 28 February 2021, COVID-19 is a disease which engages the exclusion to the "Murder, suicide or disease" additional benefit for business interruption.

(b) Declare that on the proper construction of the "Business Insurance Policy" issued by the second plaintiff to the fourth defendant for the cover period 11 May 2019 to 11 May 2020, COVID-19 is a disease which engages the exclusion to para (b) of the "Infectious disease, etc" extra cover for business interruption.

(c) Order that the cross-claim be dismissed.

PART II: SPECIAL LEAVE QUESTIONS

4. How do the principles of contractual interpretation accommodate changes in the facts to which the contract must be applied, such as the repeal and replacement of a statute referred to in the contract?

5. What are the principles applicable to the correction of "mistakes" in contracts by construction?

PART III: ARGUMENT

(a) Facts

6. The first applicant is the insurer of a "Tourist Parks & Lifestyle Villages Insurance Policy" issued to the first to third respondents through their broker for the period 28 February 2020 to 28 February 2021. It provides cover for business interruption caused by damage to the insured property. An "additional benefit" deems the outbreak of a notifiable human infectious or contagious disease occurring within a 20-kilometre radius to be damage to property. That additional benefit is subject to an exclusion for "diseases declared to be quarantinable diseases under the Australian Quarantine Act 1908 and subsequent amendments".

7. The second applicant is the insurer of a "Business Insurance Policy" issued to the fourth and fifth respondents through their broker for the period 11 May 2019 to

11 May 2020. It provides extra cover for business interruption due to an outbreak of an infectious or contagious human disease occurring within a 20-kilometre radius of the insured premises. That extra cover is subject to an exclusion for "diseases declared to be quarantinable diseases under the *Quarantine Act 1908* (Cth) and subsequent amendments".

8. On 16 June 2016, the *Biosecurity Act 2015* (Cth) came into force. On the same day, the *Quarantine Act* was repealed. As stated in the Explanatory Memorandum:[1]

> The Biosecurity (Consequential Amendments and Transitional Provisions) Bill 2014 (the Bill) makes transitional and consequential provisions to support the commencement of the Biosecurity Bill as it replaces the *Quarantine Act 1908* (Quarantine Act) as the Commonwealth's primary biosecurity legislation

9. On 21 January 2020, human coronavirus with pandemic potential (**COVID-19**) was determined to be a listed human disease under the *Biosecurity Act*. Prior to the repeal of the *Quarantine Act*, COVID-19 had not been declared a "quarantinable disease" under that Act. As a virus that only emerged in 2019, plainly it could not have been.

10. The immediate issue in this matter is whether, in these circumstances, COVID-19 engages the exclusions referred to above. As explained in the affidavit of Andrew Hall, a similar issue affects over 250,000 business interruption policies in Australia and business interruption claims in Australia estimated at $10 billion. In this light, Hammerschlag J correctly described this matter as a "test case" (CA [68]). As his Honour observed, because of the significance of the proceedings they were removed into the Court of Appeal (CA [69]). It is evidently for that reason that they were determined by a specially convened bench of five judges of that Court.

11. The Court of Appeal concluded that COVID-19 does not engage the exclusions at issue. *First*, the Court rejected the contention advanced by the insurers that the words "diseases declared to be quarantinable diseases under the *Quarantine Act 1908* (Cth) and subsequent amendments" were broad enough to encompass the repeal and replacement of the *Quarantine Act* by the *Biosecurity Act*. *Secondly*, the Court rejected the contention advanced by the insurers that, given the policies were made years after the repeal of the *Quarantine Act* and its replacement by the *Biosecurity Act*, the reference to the "*Quarantine Act 1908*" was a "mistake" that should be

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[1] Explanatory Memorandum to the Biosecurity (Consequential Amendments and Transitional Provisions) Act 2015 (Cth) at 4.

corrected by being construed as a reference to the *Biosecurity Act*. For the following reasons, both conclusions of the Court of Appeal were in error.

(c) "and subsequent amendments"

12. It is well established that the time for determining the meaning of a word in a contract is the date the contract was made.[2] But what is the consequence of changes in the facts to which the contract must be applied? To take an example, how is it to be determined whether a reference to "carriages" in an easement created in the mid-nineteenth century is limited to means of transport then understood to be carriages or whether it extends to means of transport developed subsequently such as motor vehicles?[3] In the context of statutory and constitutional interpretation, this kind of problem is addressed by the presumption that the text is "always speaking"[4] or has an "ambulatory" construction,[5] and applying the notions of "connotation" and "denotation".[6] The application of such principles to contracts presents a problem that has not previously been the subject of explicit consideration by this Court.

13. That problem lies at the heart of the first contention advanced by the insurers. It may be summarised shortly. Putting aside any question of "mistake", the expression "diseases declared to be quarantinable diseases under the *Quarantine Act 1908* (Cth) and subsequent amendments" should be given an ambulatory construction. That ambulatory construction is explicitly mandated by the words "and subsequent amendments". Properly construed, those words include a repeal and replacement, whether before or during the term of the policy. The question is thus one of substance, to be answered in the same way as a connotation/denotation question: "the attributes which the words signify will not vary, but as time passes new and different things may be seen to possess those attributes sufficiently to justify the application of the words to them".[7] The notion of a "listed human disease" under the *Biosecurity*

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2 See, eg, *The Commonwealth v Hazeldell Ltd* (1918) 25 CLR 552 at 561, 564 per Griffith CJ and Rich J; [1921] 2 AC 373 at 380 per Viscount Cave, for the Board.

3 *Attorney-General v Hodgson* [1922] 2 Ch 429 at 438 per Peterson J.

4 See, eg, *Aubrey v The Queen* (2017) 260 CLR 305 at [15], [30], [39]–[40] per Kiefel CJ, Keane, Nettle and Edelman JJ.

5 See, eg, *Forsyth v Deputy Commissioner of Taxation* (2007) 231 CLR 531 at [41] per Gleeson CJ, Gummow, Hayne, Callinan, Heydon and Crennan JJ, [63] per Kirby J.

6 See, eg, *Lake Macquarie SC v Aberdare CC* (1970) 123 CLR 327 at 331 per Barwick CJ (Menzies J agreeing) (statute); *R v Commonwealth Conciliation & Arbitration Commission; Ex parte Association of Professional Engineers (Aust)* (1959) 107 CLR 208 at 267 per Windeyer J (Constitution).

7 *Street v Queensland Bar Association* (1989) 168 CLR 461 at 537 per Dawson J.

Act is sufficiently similar to that of a "quarantinable disease" under the *Quarantine Act* as to fall within the contractual expression. The more detailed reasoning in support of that contention is as follows.

14. *First*, it is necessary to focus on the word "subsequent". It does not simply mean that the amendments referred to must be subsequent to the making of the *Quarantine Act* in 1908. That would give the word no work to do, because any amendment to an Act must be subsequent to the making of that Act. Rather, the word "subsequent" is to make clear that the amendments referred to are not merely amendments to the *Quarantine Act* up to the time each policy was made but, rather, include amendments subsequent to the making of the policy. Absent the word "subsequent", it would have been arguable that only amendments up to the time the policy was made are comprehended;[8] the word "subsequent" makes the matter clear. It follows that, on their terms, each policy comprehends amendments to the *Quarantine Act* subsequent to the making of the policy. The exclusions thus have an ambulatory construction.

15. *Secondly*, contrary to the view of the Court of Appeal (CA [5], [38], [44], [120]), the words "subsequent amendments" are broad enough to encompass not merely alterations to the text of the *Quarantine Act* but its repeal and replacement by a different Act. That is so as a matter of ordinary language. A number of examples may be identified, not referred to by the Court of Appeal:

(a) In *Attorney-General (WA) v Marquet*,[9] this Court held that a Bill for an Act to repeal and replace the *Electoral Distribution Act 1947* (WA) fell within a "manner and form" provision applying to "any Bill to amend this Act". The Court quoted from *Kartinyeri v The Commonwealth*[10] that "[a]n amendment may take the form of, or include, a repeal".

(b) It has been said by eminent judges at various times in the past that the repeal of a provision and the re-enactment of a broader provision in its place is not in truth a "repeal" at all but is in substance an "amendment".[11]

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[8] See, eg, *Sageinvest AG v Western Metals Copper Ltd* [2003] NSWSC 490.

[9] (2003) 217 CLR 545 at [46]–[52] per Gleeson CJ, Gummow, Hayne and Heydon JJ.

[10] (1998) 195 CLR 337 at [67] per Gummow and Hayne JJ.

[11] See *Mathieson v Burton* (1971) 124 CLR 1 at 20–21 per Gibbs J and the authorities cited, eg *Beaumont v Yeomans* (1934) 34 SR (NSW) 562 at 570 per Jordan CJ: "where a provision of an Act is repealed and re-enacted in a form which enlarges its scope, this has been construed as amounting in substance to an amendment".

(c) In *Thomas Massam Real Estate v Evans*,[12] the Full Court of the Supreme Court of Western Australia had to decide whether a reference in the *Long Service Leave Act 1958* (WA) to a provision of another Act which had been repealed and replaced was to be construed as a reference to the equivalent provision in the replacement Act. The *Interpretation Act 1984* (WA) contains no specific provision dealing with this circumstance.[13] The Full Court held that a different *Interpretation Act* provision was applicable, however, which provided: "A reference in a written law to a provision of a written law shall be construed as a reference to such provision as it may from time to time be amended" (s 16). The repeal and replacement at issue was comprehended by the reference to amendment in this *Interpretation Act* provision.

16. It is true that the conclusion in *Thomas Massam Real Estate* was influenced by the definition of "amend" in the *Interpretation Act* as "replace, substitute, in whole or in part, add to or vary" (s 5). But this definition does not take "amend" beyond its ordinary meaning in any event. As defined in *Jowitt's Dictionary of English Law*:[14]

> **Amendment.** … (5) The variation of the law by way of giving an editorial instruction to the notional editor of the statute book, whether to add words, remove words or substitute one set of words for another. Repeal (*q.v.*) is the name given to amendment by way of removing material (which may be one or more words, an entire Act, or anything in between).

17. If the words "subsequent amendments" in each policy do not comprehend the repeal and replacement of the *Quarantine Act*, perverse and capricious consequences would follow. They include the following:

(a) One possible amendment to the *Quarantine Act* would be to change its short title, by amendment of the section giving it this short title (s 1). This would plainly be an amendment and, hence, the reference in the policy would now be construed as a reference to the newly named Act. Yet if precisely the same result were achieved by repealing the *Quarantine Act* and replacing it with a new Act in identical terms but for the changed name, on the Court of Appeal's view the policy would not refer to the new Act.

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[12] (1995) 75 WAIG 2474.

[13] Compare *Interpretation Act 1987* (NSW), s 68.

[14] (4th ed, 2015), vol 1 at 123.

(b) If the *Quarantine Act* were amended to insert into it provisions from a second Act, and that second Act repealed, this would plainly be an amendment to the *Quarantine Act* and, hence, could still engage the exclusion. Yet if precisely the same outcome were achieved by repealing the *Quarantine Act* and inserting its provisions into the second Act, on the Court of Appeal's view the policy would not refer to the provisions as inserted into the second Act.

(c) Building on the two previous examples, if the *Quarantine Act* were amended so as to replace its existing provisions with all of the provisions now found in the *Biosecurity Act* and the short title amended so that the *Quarantine Act* were now known as the *Biosecurity Act*, this would all still be an amendment to the *Quarantine Act* and, hence, within the terms of the exclusion. But if exactly the same result were achieved by repealing the *Quarantine Act* and making a new *Biosecurity Act*, the policy would not refer to the *Biosecurity Act* on the view of the Court of Appeal.

18. The distinctions in result flowing from matters such as the precise order in which legislative changes are made, or the precise kinds of legislative changes that are made, are not reflective of the business-like interpretation which the authorities of this Court demand be given to a policy of insurance.[15]

19. *Thirdly*, in light of the first two points, the real question is one of substance: whether the relevant provisions of the *Biosecurity Act* are sufficiently similar to those of the *Quarantine Act* as to be regarded as a "subsequent amendment" of the *Quarantine Act*. Given that the *Biosecurity Act* was explained to be a replacement for the *Quarantine Act*, and the similarities between the relevant provisions of each (summarised at CA [79]–[82], [84]–[85]), that question should be answered favourably to the insurers. The fact that there are differences in the precise statutory machinery employed — no longer a declaration of a quarantinable disease by the Governor-General but a listing of a human disease by a Commonwealth officer — is not a difficulty (cf CA [121]). The same changes in machinery could have occurred had the *Quarantine Act* been amended to alter its machinery provisions. There would have been no difficulty in that event in construing the policy references to a "quarantinable disease" as referring to the new label used by the *Quarantine Act*.

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[15] See, eg, *CGU Insurance v Porthouse* (2008) 235 CLR 103 at [43] per *curiam*.

20. *Fourthly*, these conclusions are reinforced by considering the commercial purpose of each exclusion. It is to exclude from each policy business interruption caused by diseases so serious that they move the Commonwealth to impose special quarantine restrictions (see also CA [37]: "serious and highly contagious diseases"). What diseases fall within this category may change over time. On the Court of Appeal's construction, the purpose is frustrated by freezing in time diseases listed under an Act repealed a number of years prior to the policy. Those diseases may no longer be ones justifying exclusion. For instance, they may be ones for which a vaccine or effective treatment has been found. Consistently with this, cholera and rabies were included as quarantinable diseases under the *Quarantine Act* but not as listed human diseases under the *Biosecurity Act* (CA [83], [86]). Conversely, diseases which are presently virulent pandemics, such as COVID-19, fall outside the exclusion.

21. These conclusions are not affected in any way by the fact that the *Quarantine Act* had been repealed and replaced prior to policy inception. There is no evidence suggesting that the parties knew this, so it is not a matter which may be taken into account in the construction of the policy. In particular, there is no foundation for a conclusion that the parties knew of the repeal of the *Quarantine Act* and deliberately chose to refer to it, rather than the *Biosecurity Act*.

22. Finally, it is not an answer to these points that different language could have been used in the policies, such as "*Quarantine Act 1908* (Cth) as subsequently amended or replaced" (CA [39]–[40], [45]–[46]). "[T]he court should construe commercial contracts 'fairly and broadly, without being too astute or subtle in finding defects'".[16] It does not comply with this well-accepted approach to place determinative weight on the difference between "and subsequent amendments", on one hand, and "as subsequently amended or replaced", on the other.

(d) "Correction of mistakes by construction"

23. The same conclusion can be reached by reference to principles concerning "correction of mistakes by construction". This Court has not explicitly considered that issue since *Fitzgerald v Masters*.[17] In that case, Dixon CJ and Fullagar J

[16] *Australian Broadcasting Commission v Australasian Performing Right Association Ltd* (1973) 129 CLR 99 at 109–110 per Gibbs J.

[17] (1956) 95 CLR 420.

said: "Words may generally be supplied, omitted or corrected, in an instrument, where it is clearly necessary in order to avoid absurdity or inconsistency."[18] While this may be accepted, contrary to the way it has subsequently been understood by many intermediate appellate courts[19] it was not expressed as, nor should it be understood as, an exhaustive statement of when a contract may be so construed. McTiernan, Webb and Taylor JJ did not refer to "absurdity": their Honours explained that the justification for rejection, transposition or addition of words is the intention of the parties ascertained from the contract as a whole.[20] What was said by Dixon CJ and Fullagar J was simply a particular instance of this more general proposition: indeed, four lines below the reference to "absurdity or inconsistency", Dixon CJ and Fullagar J referred to what the parties "must clearly have intended".[21]

24. The true position was thus stated in 1853 by Knight Bruce LJ in a passage approved by Barwick CJ in *Betts v Connolly*:[22]

> there are many cases upon the construction of documents in which the spirit is strong enough to overcome the letter; cases in which it is impossible for a reasonable being, upon a careful perusal of an instrument, not to be satisfied from its contents that a literal, a strict, or an ordinary interpretation given to particular passages, would disappoint and defeat the intention with which the instrument, read as a whole, persuades and convinces him that it was framed. A man so convinced is authorized and bound to construe the writing accordingly.

In *Dainford Ltd v Smith*,[23] Brennan J cited two other similar nineteenth century statements. The even earlier reasons of Willes CJ in *Parkhurst v Smith* in 1742 contain similar sentiments.[24]

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18 (1956) 95 CLR 420 at 426–427.

19 See, recently, eg, *Seymour Whyte Constructions Pty Ltd v Ostwald Bros Pty Ltd (In Liq)* (2019) 99 NSWLR 317 at [6]–[10] per Leeming JA (Payne and White JJA agreeing): "Two conditions are necessary in order to correct the contractual language in this manner: (a) that the literal meaning of the contractual words is an absurdity and (b) that it is self-evident what the objective intention is to be taken to have been". See also, eg, *Perpetual Ltd v Myer Pty Ltd* [2019] VSCA 98 at [124]–[125] per *curiam*; *Tokio Marine & Nichido Fire Insurance Co Ltd v Holgersson* [2019] WASCA 114 at [76]–[78] per *curiam*. The question whether a formulation based on "absurdity" is unduly narrow was recently left open by the New South Wales Court of Appeal in *James Adam Pty Ltd v Fobeza Pty Ltd* [2020] NSWCA 311 at [55]–[56] per Leeming JA (Bell P and Macfarlan JA agreeing).

20 (1956) 95 CLR 420 at 436–438.

21 (1956) 95 CLR 420 at 427.

22 (1970) 120 CLR 417 at 424, quoting *Key v Key* (1853) 4 De GM & G 73 at 84–85; 43 ER 435 at 439.

23 (1985) 155 CLR 342 at 364, citing *Gwyn v Neath Canal Navigation Co* (1868) LR 3 Ex 209 at 215 per Kelly CB and *Walker v Giles* (1848) 6 CB 662 at 702 per Wilde CJ, for the Court; 136 ER 1407 at 1424.

24 *Parkhurst v Smith* (1742) Willes 327 at 332–333; 125 ER 1197 at 1200; also reported as *Smith v Packhurst* (1742) 3 Atk 135 at 136; 26 ER 881 at 881–882.

25. What is thus required is not the search for subjective evidence of a "mistake" by the parties; that is a matter for the equitable doctrine of rectification. Rather, all that is necessary is a conclusion that application of the literal words of the contract would not give effect to the real intention of its makers, discerned objectively from the contract as a whole and admissible evidence of surrounding circumstances. As Lord Hoffmann put it: "it should be clear that something has gone wrong with the language and … it should be clear what a reasonable person would have understood the parties to have meant."[25] That is so here.

26. There is no evidence suggesting that the parties knew of the repeal of the *Quarantine Act* and thus no foundation to suggest that they chose to refer to that Act notwithstanding knowledge of its repeal. To the contrary, the fact that the policy uses the expression "and subsequent amendments" strongly suggests that the parties did ***not*** know of its repeal, as there was no prospect that the *Quarantine Act* could have been amended subsequent to the making of the policy. It is evident that they were intending to refer to the mechanism provided for the Commonwealth to identify diseases of the kind referred to in paragraph 20 above and, given the language "and subsequent amendments", to refer to it in the form in which it stood from time to time including as amended after the policy was made. That mechanism was, at the time the policy was made, the mechanism which the *Biosecurity Act* provides. The parties' reference to the "*Quarantine Act 1908* and subsequent amendments" was thus simply an incorrect way of expressing that to which they sought to refer.

27. The position is no different to a case in which the parties have referred to one person thinking that that person has a particular character when, in fact, another person has that character. Thus, in *Maddestra v Penfolds Wines Pty Ltd*[26] a guarantee for the debts of the "principal debtor", who was named in the guarantee as "Retail Equity Ltd", was construed as if that reference was to "Retail Equity Pty Ltd", because the latter company was in fact the principal debtor. It was clear that the person to whom the parties wished to refer was the principal debtor but the person they identified did not have that character. Likewise, in *Nittan (UK) Ltd v Solent Steel Fabrications Ltd*[27] a company traded under the name "Sargrove Automation". The contract named

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[25] *Chartbrook Ltd v Persimmon Homes Ltd* [2009] 1 AC 1101 at [25] (Lords Hope, Rodger and Walker and Baroness Hale agreeing).

[26] (1993) 44 FCR 303.

[27] [1981] 1 Lloyd's Rep 633 (CA).

one of the parties as "Sargrove Electronic Controls Ltd", which was a real but dormant company. That reference was construed to refer to the trading company because it was clear that it was to this company that the parties sought to refer.

28. The Court of Appeal's refusal to "correct" the reference to the "*Quarantine Act 1908* and subsequent amendments" by construing it as referring to the *Biosecurity Act* appears to have proceeded from three concerns. None was justified.

29. *First*, it appears to have proceeded from an uncertainty as to whether the objective intention of the parties was, in truth, to refer to the Commonwealth machinery that existed from time to time to specify serious and highly contagious diseases, as opposed to the *Quarantine Act* more particularly (CA [54], [124]–[130]). Given the language "and subsequent amendments", the obvious possibility that the *Quarantine Act* might be replaced by a different Act and the perverse consequences of the construction adopted by the Court of Appeal, this was not properly open to doubt.

30. *Secondly*, the Court of Appeal seems to have characterised the mistake as one not of expression but of conception (CA [55], [65]). For the reasons explained in paragraphs 26–27 above, that was an incorrect characterisation. Once the parties' objective intention is properly ascertained, what occurred was — to use the language at CA [55] — simply "the imperfect expression of the parties' objective intention".

31. *Thirdly*, the Court of Appeal seems to have considered that the correction could not be made in the absence of evidence of the parties' knowledge of the repeal of the *Quarantine Act* (CA [55]–[60]). This is to confuse rectification with construction. The correction of a mistake by construction does not depend on proof that the parties were aware of the mistake or, conversely, the true position.

(e) Reasons for a grant of special leave

32. The general importance of the immediate question at issue is evidenced by the matters referred to in paragraph 10 above. Indeed, the insurer IAG went into a trading halt, estimated a post-tax provision of approximately $865 million was required to reflect the potential impact of the Court of Appeal's decision and embarked on a $750 million capital raising in consequence (Hall affidavit, exhibits C and D). For the reasons above, the Court of Appeal's construction of the exclusions at issue was wrong.

33. The matter also raises questions of general principle. The first way the insurers put their case raises the question of how contractual language accommodates changes in the facts to which the contract must be applied. That is a matter never previously explicitly considered by this Court. The second presents an opportunity for this Court to clarify the principles applicable to the correction of mistakes by construction. That is a matter this Court has not explicitly considered since *Fitzgerald v Masters*. The Court should make clear that there is no universal requirement of "absurdity" and that a mistake of the kind at issue here is not, as the Court of Appeal thought, excluded in principle from the category of mistakes capable of correction in this way.

PART IV: COSTS

34. Given the significance of this case, the Insurance Council of Australia has agreed to pay the respondents' costs and disbursements in the Court below and this Court on a solicitor and own client basis. Consistently with the position in the Court below, there should be no order as to costs if special leave is refused and, conversely, if special leave is granted and the appeal allowed the applicants do not seek their costs.

PART V: AUTHORITIES

Attorney-General (WA) v Marquet (2003) 217 CLR 545 at [46]–[52]
Fitzgerald v Masters (1956) 95 CLR 420 at 426–427, 436–438

PART VI: LEGISLATIVE PROVISIONS

35. Nil.

Dated 16 December 2020

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To: The Respondents
Clayton Utz

TAKE NOTICE: Before taking any step in the proceedings you must, within **14 DAYS** after service of this application, enter an appearance and serve a copy on the applicants.

The applicant is represented by Clyde & Co.