

ELECTRONA CARBIDE INDUSTRIES PTY. LTD. v. TASMANIAN
GOVERNMENT INSURANCE OFFICE AND OTHERS.

REASONS FOR JUDGMENT

COSGROVE J.

26th February 1982

This is an application by the plaintiff company for an order against the first named defendant requiring that defendant to permit inspection by the plaintiff's solicitors of the documents listed in Part II of the first schedule of its list of documents. The first named defendant objects to produce those documents "on the ground that they are privileged documents being documents which came into existence and were made after this litigation was in contemplation and in view of such litigation for the purpose of obtaining for and furnishing to its solicitors and counsel evidence and information as to the evidence which will be obtained and otherwise for the use of its solicitors and counsel to enable them to conduct this action and otherwise advise therein." It is clear that the only ground of privilege claimed was "legal professional privilege".

The pleadings disclose that the plaintiff ("Carbide") is suing the defendants for indemnity under an "Industrial Special Risks" policy in respect of loss arising from a number of incidents which occurred at Carbide's Electrona plant. They were:

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27th October 1979	Failure of No.1 Electrode
7th February 1980	Damage to No.2 Electrode
26th February 1980	Damage to No.2 Electrode
8th March 1980	Damage to No.1 Electrode
3rd April 1980	Damage to No.1 Electrode
29th May 1980	Damage to No.2 Lime Kiln
7th and 9th May 1980	Damage to bellows on Nos. 1 & 2 Electrode
20th June 1980	Damage to No.2 Electrode
25th June 1980	Damage to No.1 Electrode
30th June 1980	Damage to No.1 Electrode

The evidentiary material before me consisted of 2 affidavits by Geoffrey Bernard Eaton, underwriting manager of the first named defendant (hereinafter called T.G.I.O.), his cross-examination and re-examination on those affidavits, some letters informally tendered as exhibits without objection, various unchallenged statements from the bar table, and the documents themselves which were not tendered but handed to me for inspection. There are some hundreds of them.

In presenting their arguments, both counsel sought first to define the categories of documents to which legal professional privilege attaches, and then to examine the evidentiary material for the purpose of demonstrating that the documents were, on the one hand, within those categories, and on the other hand were outside them. This seems to me to be an appropriate way to consider the problem.

There is no doubt that the starting point in any such consideration is the decision of the High Court of Australia in Grant v. Downes (1976) 135 C.L.R. 674. Counsel were not at one in the construction which they put upon the judgments delivered by the Justices in this case and it is necessary for me to examine them in some detail.

Before doing so, it may be useful to sketch briefly the legal and historical background against which that case was decided. It is a long-standing rule of the law that "a client

cannot be compelled, and a legal adviser will not be allowed without the express consent of his client, to disclose oral or documentary communications passing between them in confidence". (Phipson on Evidence, 12th edn. para. 585 ; and see Cross on Evidence, 2nd Aust. ed., p.273 ff.; Garrow and Wills: Principles of the Law of Evidence, 6th edn., 288 ff.). The privilege is that of the client - it is the privilege of refusing to divulge, either by himself or his legal adviser, what passed between them. In Anderson v. Bank of British Columbia (1876) 2 Ch.D. 644 at 649, Jessel, M.R. stated the rationale of the rule thus.

"The object and meaning of the rule is this: that as, by reason of the complexity and difficulty of our law, litigation can only be properly conducted by professional men, it is absolutely necessary that a man, in order to prosecute his rights or to defend himself from an improper claim, should have recourse to the assistance of professional lawyers, and it being so absolutely necessary, it is equally necessary, to use a vulgar phrase, that he should be able to make a clean breast of it to the gentleman whom he consults with a view to the prosecution of his claim, or the substantiating his defence against the claim of others; that he should be able to place unrestricted and unbounded confidence in the professional agent, and that the communications he so makes to him should be kept secret, unless with his consent (for it is his privilege, and not the privilege of the confidential agent), that he should be enabled properly to conduct his litigation. That is the meaning of the rule."

His Lordship went on to say that the rule covered

- (a) communications to the solicitor through agents.
- (b) Information obtained by the solicitor or his agents from third persons for the purpose of the litigation.
- (c) Information obtained by the client as agent for the solicitor for the purpose of litigation.

In Southwark Water Company v. Quick (1878) 3 Q.B.D.,

315, Brett L.J. (afterwards Lord Esher) in an opinion which Scrutton L.J. subsequently complained of, (see Ogden v. London Electric Railway (1933) All E.R. 896) said that the privilege attached to documents "which come into existence merely as the materials for the brief" or "merely for the purpose of being laid before the solicitor for his advice or for his consideration (My emphasis).

It is clear, in my view, that the rule was designed to protect communications by the client to the solicitor which were intended to be and needed to be confidential and so required protection. It then extended to the obtaining of information by the solicitor for the purpose of conducting the client's litigation.

As Havers J. pointed out in Seabrook v. British Transport Commission (1959) 2 All E.R. 15, a change of emphasis occurred in 1913 as a result of the decision in Birmingham and Midland Motor Omnibus Co.Ltd. v. L. & N.W. Railway Company (1913) 3 K.B. 850. The subsequent history of the rule appears from the judgment of Havers J., and from the review of the authorities set out in Grant v. Downes (supra) itself. I turn back now to that case.

It is clear beyond doubt in my opinion that the High Court set out to lay down quite firmly and exhaustively the principles to be applied in determining whether or not a document was within the umbrella of legal professional privilege. But, although the High Court was dealing only with documents, it was dealing fundamentally with the issue of the protection of legal professional confidentiality whether oral or written. (see e.g., National Employers' Mutual General Insurance Association Ltd. v. Waind (1979) 141 C.L.R. 648 at 654 per Mason J.).

Mr. Gifford, Q.C. for the defendants argued strenuously, at least for a time, that Grant v. Downes was not intended to

lay down principles generally applicable. He relied on a judgment of Lockhart J. in the Federal Court(Trade Practices Commission v. Robert Sterling (1979) A.T.P.R. 40-121) in which the learned judge said:

"It is clear that the High Court in Grant v. Downes (supra) was considering the relevant principles of law governing privilege attaching to communications and materials submitted by a client to his solicitor for the purpose of advice or for the purpose of use in existing or anticipated litigation and not otherwise. See in particular p. 682 of the judgment of the majority of the Court. Grant v. Downes (supra) has nothing to say as to the other well established categories of legal professional privilege." (My emphasis)

I am not entirely sure what his Honour meant in that passage, but if he meant that there are areas of legal professional privilege to which Grant v. Downes is not applicable, (which I understood Mr. Gifford to be submitting) then I regret that I cannot follow him. To my mind the following passages from the judgment in Grant v. Downes lead inexorably to the conclusion that the court intended to lay down principles of universal application. Barwick C.J. said, at pp. 676/677:

"The decision of the particular question arising in this case involves a consideration of the appropriate terms of a statement of principle to be applied in Australia in deciding whether a document is excluded from inspection by reason of 'professional privilege'.
.....
The problem is to determine and state the relevant principle to operate in Australia.
....., I have come to the conclusion that the Court should state the relevant principle as follows:....."

Stephen, Mason and Murphy JJ. said, at p. 682:

" What then are the relevant principles of law governing the privilege which attaches to communications and materials submitted

by a client to his solicitor for the purpose of advice or for the purpose of use in existing or anticipated litigation, in particular when the materials have been called into existence to serve more than one purpose, submission to the solicitor being only one of the purposes? It is a question more easily asked than answered, despite all that is to be found in the decided cases and all that has been said in the learned articles."

And at p. 688:

" All that we have said so far indicates that unless the law confined legal professional privilege to those documents which are brought into existence for the sole purpose of submission to legal advisers for advice or for use in legal proceedings the privilege will travel beyond the underlying rationale to which it is intended to give expression and will confer an advantage and immunity on a corporation which is not enjoyed by the ordinary individual.

.....
For this and the reasons which we have expressed earlier we consider that the sole purpose test should now be adopted as the criterion of legal professional privilege."

I note also the reiteration of the rules here laid down in National Employers' Mutual General Insurance Association Ltd. v. Waind (supra).

What then are the rules laid down in Grant v. Downes which must be applied to the case in hand? They must be spelled out mostly from the joint judgment of Stephen, Mason and Murphy JJ. Although it is true to say that Jacobs J. was in general agreement with that judgment his remarks are less definitive and may bear a slightly different construction. The Chief Justice clearly dissented. In my opinion the rules for me to apply are:-

1. The onus of establishing that a document is privileged lies on him who claims the privilege. (p.689)
2. Only those documents are privileged "which are brought into existence for the sole purpose of submission to legal

advisers for advice or use in legal proceedings". (p.688).

3. The privilege will not attach to documents which "would have been brought into existence for other purposes in any event". Mr. Lloyd, Q.C. argued that this was a separate and independent test to be applied in determining whether privilege has been attracted - a second limb he called it. In my opinion it is but an explanatory restatement of the "sole purpose" test. It is necessary to distinguish between the information embodied in the document and the document itself. A communication being prepared for a solicitor in the appropriate circumstances would not lose its privilege because it contained information of a routine nature gathered in a routine way. The test is the purpose for which the document is prepared and it is that which must be carefully scrutinized. In doing so, one needs to look at the document. If it contains material which persons other than a solicitor would need to know that is an important matter to be considered in determining the purpose which animated its creation.

4. I prefer not to confuse myself by equating "purpose" with "intended use" as Jacobs J. does. There may be much to be said for doing so, but I do not find it particularly helpful. It is enough for me to concentrate on the purpose or purposes which brought the document into existence. For instance, I would not think a document conveying a request to a solicitor for advice which contained a recital of facts, and which was written with no other purpose than to obtain advice, would forfeit privilege because the author foresaw that the file copy would be a handy reference point in the future. If, however, it were circulated around the office as a document containing a useful recital of facts, one might have second thoughts as to the purposes which led to its compilation. In the application of the rules, there will be difficult areas. In approaching those areas I prefer to adhere to the words used in the majority judgment.

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5. "The privilege requires a combination of dedication to the stipulated purpose and reasonable anticipation that litigation will ensue".

6. The documents themselves are important evidence and their character will in many instances "illuminate the purpose for which they were brought into existence".

I turn now to the evidentiary material. The first incident involved in the litigation was the failure of No.1 electrode on 27th October 1979. (I am well aware that the pleadings put the occurrence of the incidents in issue; if I refer to them as actual occurrences it is merely to avoid repetition of words and phrases such as "alleged", "said to have happened", etc.). On 15th November 1979, the general manager of Carbide referred the matter to its brokers (apparently there was an earlier communication on 5th November, but I do not have that). The amount claimed was \$358,524.00 and the manager said, "We believe this comes within the I.S.R. cover". The brokers wrote on 23rd November to T.G.I.O. as follows:

"We have been advised by our client Electrona Carbide Industries Pty. Ltd., that a loss occurred on the 27th October, 1979.

This loss they feel falls within the scope of their I.S.R. Policy which as you know, your Company is the lead underwriter.

I am enclosing a copy of their letter and statement of claim dated the 15th November, 1979 to us, advising of the accident.

It would be appreciated if you could let us know whether you concur with their understanding of this occurrence and whether the scope of cover provided under their policy provides for this loss.

Awaited are your thoughts on this subject in due course."

Mr. Eaton, T.G.I.O.'s underwriting manager, received it on 26th November 1979. He said that he was doubtful whether

the claim fell within the policy and decided to seek legal advice. He thought it "desirable to appoint consultants to investigate and report on the claim for the purpose of submitting their reports to legal advisers when seeking their advice". He obtained the consent of the other defendants to the appointment of a firm of loss assessors, McDonald, Benjamin and Smyth (M.B.S.), to act as consultants. On that firm's advice, it was agreed to engage consulting engineers (Irwin, Johnston & Partners) (I.J.P.). On 28th November 1979 a Mr. Brumley of M.B.S. inspected the Carbide Plant and reported to Mr. Eaton. On 6th December 1979 he received a written report from M.B.S. with which was enclosed a report from I.J.P. The report from M.B.S. was on paper which carried on the mast-head page the printed formula "Confidential report for the consideration of the Company's Legal Advisers". Each subsequent page was imprinted with the heading "Confidential Report (continued)." Mr. Eaton "studied the reports" and on 11th December 1979 he called upon Mr. Ogilvie of the legal firm of Leyis, Hand and Ogilvie. I now quote from his affidavit:

"I handed Mr. Ogilvie a copy of the notes (exhibit 'B' and 'C') to indicate matters upon which, inter alia, I sought his advice. I requested Mr. Ogilvie to advise generally as to all aspects of the matter. From this date onwards all steps taken by the co-defendants and the consultants in relation to this matter were subject to advice from Mr. Ogilvie, who, inter alia, requested further investigations and reports to be carried out and provided by the consultants. The documents listed in the plaintiff's summons fall into the following categories:

- 268 - 344 : Documents from the files of McDonald Benjamin Smyth (Vic);
- 352A- 417 : Documents from the files of Irwin Johnston & Partners Pty Ltd;
- 421 - 649 : Documents from the files of Tasmanian Government Insurance Office.

Each of the documents contained in each of these categories came into existence on or after the receipt of

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the letter referred to in paragraph 2 hereof and was therefore a document which came into existence after I had decided to seek legal advice as aforesaid. From the time that I so decided I believed that this was a matter which would be the subject of litigation and I was therefore conducting the matter on this basis. Each of the aforesaid documents was brought into existence for the purpose of either obtaining legal advice or with a view to the litigation or was a communication with the defendants' legal advisers and was brought into existence solely for that purpose."

The exhibit "B" reads as follows:

"Points to advise Assessors

1. We feel that both losses should fall under the Mach.B'down and Mach.Profits policies issued by Royal
2. Is the 27/10 event related to the 28/9 event because of faulty repairs or insufficient repairs
3. G.M. (Chandler) in letter to B/B 5/11 states he is claiming against Royals policies for the 28/9. Why does he not do likewise for the 27/10?
4. The policy wording should be considered Exclusion 1e and 1g (page 5) and excl. 4 page 6.
5. If the loss falls to T.G.I.O. we feel it is limited to \$250,000 incl. consq. loss."

Exhibit "C" contains the manager's letter to the brokers and the brokers to T.G.I.O. which have been already referred to.

It is to be noted that Mr. Eaton names three purposes, and is indiscriminate in attributing those purposes to documents. It is also to be noted that none of the documents appears on his account to have had associated with its preparation any of the following purposes.

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- (a) To inform Mr. Eaton;
- (b) to enable Mr. Eaton to inform his general manager, his Board, the co-insurers, or the re-insurers of T.G.I.O.
- (c) To enable any of the insurers to consider in what direction they should guide their legal advisers. (It is agreed that Mr. Eaton told Mr. Ogilvie at this meeting that he was to represent all insurers).

It is also to be noted that the instructions given to Mr. Ogilvie demonstrate that Mr. Eaton had indeed carefully "studied the reports".

Mr. Eaton was cross-examined. In the course thereof he agreed that he had kept in touch with the co-insurers from time to time, informed them of the progress of the investigation and "given (them) the same information as we had access to". He said that, in view of the size of the first claim he would "normally have appointed loss assessors whether the claim was in dispute or not". He said that to appoint loss assessors and engineers would be "in the ordinary course of business" where any substantial claim was involved. He said that he would do so to verify that the incident had occurred and "more importantly, to ascertain whether it was a claim within the policy". He said it would be unthinkable that there should be no investigation of a claim of this size. At least one of his purposes was to keep his co-insurers informed. They received copies of the reports. He said he was the "clearing-house for that information". Nevertheless he persisted in his claim that all the assessors and engineer's reports were obtained solely for submission to his legal advisers. The exhibits P1 and P2 show that Mr. Ogilvie on 27th February 1981 was not then aware that Mr. Eaton had, prior to seeing Mr. Ogilvie for the first time on 11th December 1979, concluded that there were grave doubts as to whether the claim then made was within the policy. I must say that, on seeing Mr. Eaton in

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the witness box I formed the view that he had great difficulty in grasping the concept of "sole purpose".

The exhibits P3 and P4 are letters from the General Manager of T.G.I.O. to the plaintiff. They show that in mid-1980 T.G.I.O. was still pursuing factual investigations of a wide-ranging nature, asking questions of the plaintiffs, and seeking advice on the claims. It then neither admitted nor denied liability. It did deny that it was acting as agent for its co-insurers. The claims then totalled more than \$2,000,000.

It is quite plain to me that T.G.I.O. for itself and for the other insurers had many decisions to make as to these claims. In order to do so, it needed information. One important source of information was the loss assessors, assisted by the engineers. No doubt, in considering that information, the insurers would rely quite heavily on advice tendered by solicitors and counsel. But, in the end, some at least of the decisions had to be made by the insurers themselves. Apparently the form of the policy was that each could make separate and independent decisions as to its share of the risk. In these circumstances, it is necessary to scrutinize carefully the claim that the sole purpose of the preparation of the documents which carried that information was that of submission to legal advisers for advice or for use in litigation.

I now turn to an examination of the documents themselves. In view of the possibility of successful appeal from any decision of mine (not made any greater because of the explicit reference to it by Mr. Gifford) I should not comment on their contents. I will accordingly do no more than indicate the number of the document and my decision as to whether inspection should be ordered. That information is set out in the appendix to these reasons.

In reaching the decisions, I have applied the following guidelines.

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1. The relevance of a document to the issues is no concern of mine. For the purpose of this application, relevance is admitted.
2. I am not concerned with the admissibility into evidence of any document.
3. I am concerned only with the claim of "legal professional privilege".
4. There was some discussion as to agency. I find that T.G.I.O. was the agent of the solicitors to pass on advice to the co-insurers, and also the agent of the co-insurers to request advice and appoint solicitors and counsel. No other relevant agency was demonstrated. T.G.I.O. was not the agent of the re-insurers
5. Suggestions by assessors and engineers that their reports be forwarded to solicitors for advice tend to be evidence of a multiple rather than a sole purpose.
6. The fact that a document contains information requested by a legal adviser does not in itself establish that the document was written for the sole purpose of submission to a solicitor. Grant v. Downes is a break with the past, including Anderson v. Bank of British Columbia (supra).
7. Assessors and engineers, although they advise on matters having a legal flavour, are only exceptionally to be regarded as "legal advisers".
8. The wording of a printed heading on an assessor's (or engineer's) report is by no means conclusive - the contents of the document and its provenance must be examined (cf. Waugh v. British Railways Board (1979) 2 All E.R. 1169 at 1172e and 1180e).

9. The fact that the addressee of a report is a solicitor is not conclusive evidence of its sole purpose, see, e.g., the letter of 30th April 1980 to Mr. H.E. (sic) Ogilvie and the letter G 211 of 30th September 1980, the latter of which suggests a scheme to ensnare privilege.

10. Advice from solicitors or counsel to T.G.I.O., and letters written to co-insurers for the sole purpose of passing on that advice are privileged. On some occasions such letters had a multiple purpose, and enclosed the advice. I have ordered inspection of the letter but not of the enclosure. A real difficulty arises where the advice is quoted in the letter. I have not followed the procedure suggested by Franki J. in Brambles Holdings Ltd. v. T.P.C., Federal Court, (unreported) No. G 44 of 1978 of splitting the document. However, in one or two cases I have refused to order inspection where the secondary purpose revealed was insignificant. I am conscious that this may seem to be a variation from the principle of Grant v. Downes, but every rule must admit of some flexibility in application.

11. I have held to be privileged drafts and notes compiled for the sole purpose of feeding a report for solicitors only.

APPENDIX TO REASONS FOR JUDGMENT

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
268 - M16	For
269 - M17	For
270 - M19	Against
271 - M21	For
272 - M22	For
273 - M26	For
274 - M27	For
275 - M34	For
276 - M37	For
M31	This appears to have been included in error in the documents handed to me. It is Item 124 and is available for inspection.
277 - M39)	For. (These are copies of the one document).
379 - J74)	
278 - M40	This is Item 111 and as such is available for inspection.
279 - M42	For
280 - M43	For
281 - M44	Against
282 - M45	For
283 - M46	For
284 - M47	For
285 - M48	For
286 - M49	For
287 - M50	Against
288 - M51	Against
289 - M52	Gray's statement available for inspection as Item 225. The letter M52 may be inspected.
290 - M53	Against
291 - M54	For
292 - M56	Against
293 - M57	For

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
294 - M58	For
295 - M59	For
296 - M60	For
297 - M61	Against
298 - M62	Against
299 - M63	Against
300 - M64	Against
301 - M65	Against
302 - M66	Against
303 - M67	I am told that this is included in Item 330.
304 - M68	Against
305 - M69	For
306 - M70	Against
307 - M71	For
308 - M72	For
309 - M74	For
310 - M75	For
311 - M76	For
312 - M77	For
313 - M78	For
314 - M79	For
315 - M81	For
316 - M83	For
317 - M85	I am told that this is available for inspection as Item 182.
318 - M86	Available as Item 181.
319 - M89	For (In argument this was described as a draft report to legal advisers. It does not appear to be such).
320 - M95	For
321 - M96	For
322 - M97	For (This also appears to have been wrongly described in argument).
323 - M98	For

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<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
324 - M105	For
325 - M113	For
326 - M115	For
327) - M116)	For
328) - M117)	
329 - M118	For
330 - M119	For
331 - M120	For
332 - M121	For
333 - M122	For
334 - M123	For
335 - M124	For
336 - M125	Against
337 - M126	Against
338 - M127	For
339 - M128	For
340 - M129	For
341 - M130	For
342 - M135	For
343 - M139	For
344 - M141	For
345 - M144	Inspection not sought.
346 - M145	For
347 - M146	For
348 - M147	For
349 - M148	For. Said to have been prepared for legal advisers - I am not satisfied that this was sole purpose.
350 - M150)	Inspection not sought.
351 - M151)	
352 - M152)	
352A- J3	For
353 - J4	For
354 - J5	For
355 - J7	For
356 - J8	For
357 - J18	For

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
358 - J21	For
359 - J23	For
360 - J24	For
361 - J25	For
361A- J36	For
362 - J37	Against
363 - J38	For
364 - J39	For
365 - J40	For
366 - J41	For
367 - J42	For
368 - J43	For
369 - J48	For
370 - J49	For
371 - J57	For
372 - J58	For
373 - J59	For
374 - J60	For
375 - J61	For
376 - J62	For
377 - J63	For
378 - J64	For
379 - J74	See Item 277.
380 - J78	For
381 - J80	For
382 - J82	For
383 - J83	For
384 - J85	For
385 - J86	For
386 - J90	For
387 - J91	For
388 - J92	For
389 - J93	For
390 - J94	For

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
391 - J96	For
392 - J97	For
393 - J98	For
394 - J99	For
396 - J100)	Inspection not sought. Documents not supplied to me.
397 - J101)	
398 - J102)	
399 - J110	For
400 - J112	For
401 - J113	For
402 - J115	For
403 - J116	For
404 - J117	For
405 - J122	For
406 - J123	For
407 - J125	For
408 - J126	For
409 - J127	For
410 - J131	For
411 - J137	For
412 - J140	For
413 - J141	For
414 - J142)	Inspection not sought.
415 - J143)	
416 - J144)	
417 - J145	For
418 - J146)	Inspection not sought.
419 - J147)	
420 - L10)	
421 - G32	For, but against draft reply prepared by Mr. Ogilvie.
422 - G35	Against
423 - G36	For
424 - G41	For. This is available for inspection as G 41A.
425 - G42	For

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
426 - G43	Inspection not sought.
427 - G44	Against
428 - G45	Inspection not sought
429 - G46	Against
430 - G47	Against
431 - G49	Against
432 - G50	Against
433 - G51	For
434 - G53	For
435 - G55)	Inspection not sought
436 - G57)	
437 - G58)	
438 - G59)	
439 - G60	Against
440 - G61	For
441 - G63	For, not extending to opinion.
442 - G70	For
443 - G71	Inspection not sought.
444 - G73A	For
445 - G74	For
446 - G78	For
447 - G79	For
448 - G80	For
449 - G81	For
450 - G81A	For
451 - G82	For
452 - G83	For
453 - G84	For
454 - G85	Inspection not sought.
455 - G86	For
456 - G87	For
457 - G88	For
458 - G89	Inspection not sought
459 - G90	Against
460 - G91	For
461 - G93)	Inspection not sought.
462 - G95)	
463 - G96)	
464 - G97	For
465 - G99	For

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
466 - G100	Inspection not sought.
467 - G102	For
468 - G103)	Inspection not sought.
469 - G104)	
470 - G105	For
471 - G106)	Inspection not sought.
472 - G107)	
473 - G108)	
474 - G109)	
475 - G110	For, not extending to enclosure.
475 - G111	For
476 - G112	For, not extending to opinion enclosed.
477 - G113A	Against
478 - G114	For, not extending to enclosures.
479 - G115	Inspection not sought.
480 - G116	For
481 - G116A	For
482 - G118	Inspection not sought.
483 - G119	For
484 - G123	For
485 - G124	Inspection not sought.
486 - G125	For, not extending to draft reply.
487 - G126	For
488 - G127	For
489 - G128	Inspection not sought.
490 - G129	For
491 - G131	Inspection not sought.
492 - G132	For
493 - G133	Inspection not sought.
494 - G134	For
495 - G137)	Inspection not sought.
496 - G138)	
497 - G140)	
498 - G141)	
499 - G142	For

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
500 - G143	Against
501 - G144	Against
502 - G145	Inspection not sought.
503 - G146	Against
504 - G146A	For
505 - G157)	
506 - G159)	Inspection not sought.
507 - G160)	
508 - G161	For
509 - G162	For
510 - G163	For
511 - G164	For
512 - G165)	
513 - G166)	Inspection not sought.
514 - G167)	
515 - G168	Against
516 - G169	Against
517 - G170	Inspection not sought.
518 - G171	Inspection not sought.
519 - G172	For
520 - G173	For
522 - G175)	
523 - G176)	
524 - G177)	Inspection not sought.
525 - G179)	
526 - G180)	
527 - G181)	
528 - G182	For
529 - G183	For, not extending to enclosure.
530 - G184	For
531 - G185	Inspection not sought.
532 - G186	Inspection not sought.
533 - G187	For
534 - G188	To be made available by consent.
535 - G189	For
536 - G189A	Inspection not sought.

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
537 - G189B	For, not extending to enclosures.
538 - G189C	Inspection not sought.
539 - G190	For
540 - G190A)	
541 - G191)	Inspection not sought.
542 - G192)	
543 - G193	For
544 - G194	Inspection not sought.
545 - G195	For
546 - G196	Against
547 - G197	Inspection not sought.
548 - G200	For
549 - G201	For
550 - G203	For
551 - G204	For
552 - G206	For
553 - G207	Against
554 - G208	For, not extending to draft.
555 - G209	Available for inspection by consent.
556 - G210	For
557 - G211	For
558 - G212)	
559 - G213)	Inspection not sought.
560 - G214)	
561 - G215)	Available as 86A and 86B.
562 - G216	For
563 - G217	Inspection not sought.
564 - G218	For
565 -	Numbering error.
566 - G222	For
567 - G223	For
568 - G224	For
569 - G225	For
570 - G226	For
571 - G227	For
572 - G228	For

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
573 - G229	For
574 - G230	For
575 - G231	For
576 - G232	For
577 - G233	For
578 - G234	For
579 - G235	For
580 - G237	For
581 - G238	For
582 - G239	For
583 - G241	For
584 - G243	For
585 - G246	For
586 - G247	For
587 - G248	For
588 - G249	For
589 - G251	For
590 - G252	For
591 - G253	For
592 - G254	For
593 - G255	For
594 - G258	For
595 - G259	For
596 - G260	For
597 - G261	For
598 - G262	For
599 - G263	For
600 - G264	For
601 - G265	For
602 - G266	For
603 - G267	Inspection not sought.
604 - G268	For
605 - G270	For
606 - G271)	
607 - G272)	Inspection not sought.

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
608 - G273	Against
609 - G274)	
610 - G275)	
611 - G276)	Inspection not sought.
612 - G277)	
613 - G278	For
614 - G279)	
615 - G280)	
616 - G281)	
617 - G282)	
618 - G283)	Inspection not sought.
619 - G284)	
620 - G285)	
621 - G286)	
622 - G287)	
623 - G288	For
624 - G288A	Against
625 - G289	Inspection not sought.
626 - G290	For
627 - G291	For
628 - G292	For
629 - G293	For
630 - G294	For
631 - G295	For
632 - G296	Inspection not sought.
633 - G297	For
634 - G298)	
635 - G299)	
636 - G300)	Inspection not sought.
637 - G301)	
638 - G302	For
639 - G303	Inspection not sought.
640 - G304	For
641 - G305	Inspection not sought.
642 - G306	Against
643 - G307	Inspection not sought.
644 - G308	For
645 - G309)	
646 - G310)	Inspection not sought.

<u>Nos. of Documents</u>	<u>Order for or against inspection</u>
647 - G311	For
648 - G312	For
649 - G313	For
650 - G314	Inspection not sought.