

# REPORT UNDER STANDING ORDER 52 ON DISPUTED CLAIM OF PRIVILEGE

## INTERIM REPORT OF INDEPENDENT LEGAL ARBITER:

THE HON ALAN ROBERTSON SC

### Background

1. On 24 November 2021, the Legislative Council agreed to the following resolution:

"That, under standing order 52, there be laid upon the table of the House within 21 days of the date of passing of this resolution the following documents created since 1 January 2014 in the possession, custody or control of the Department of Premier and Cabinet, Premier or Infrastructure NSW relating to discussions about the sight lines for the proposed Crown Towers at Barangaroo between Infrastructure NSW, Crown Sydney Property (Crown) and Lendlease (Millers Point) (Lendlease):

  - (a) all documents, including correspondence, submissions and proposals relating to the negotiation of a development agreement between Infrastructure NSW, Crown and Lendlease,
  - (b) the development agreement between Infrastructure NSW and Lendlease, including all draft versions with amendments and edits, and
  - (c) any legal or other advice regarding the scope or validity of this order of the House created as a result of this order of the House."
2. Standing Order 52 is as follows, so far as relevant:

**52. Order for the production of documents**

  - (1) The House may order documents to be tabled in the House. The Clerk is to communicate to the Premier's Department, all orders for documents made by the House.
  - (2) When returned, the documents will be laid on the table by the Clerk.
  - (3) A return under this order is to include an indexed list of all documents tabled, showing the date of creation of the document, a description of the document and the author of the document.
  - (4) ...
  - (5) Where a document is considered to be privileged:
    - (a) a return is to be prepared showing the date of creation of the document, a description of the document, the author of the document and reasons for the claim of privilege,
    - (b) the documents are to be delivered to the Clerk by the date and time required in the resolution of the House and:
      - (i) made available only to members of the Legislative Council,
      - (ii) not published or copied without an order of the House.

- (6) Any member may, by communication in writing to the Clerk, dispute the validity of the claim of privilege in relation to a particular document or documents. On receipt of such communication, the Clerk is authorised to release the disputed document or documents to an independent legal arbiter, for evaluation and report within seven calendar days as to the validity of the claim.
  - (7) The independent legal arbiter is to be appointed by the President and must be a Queen's Counsel, a Senior Counsel or a retired Supreme Court Judge.
  - (8) A report from the independent legal arbiter is to be lodged with the Clerk and:
    - (a) made available only to members of the House,
    - (b) not published or copied without an order of the House.
  - (9) The Clerk is to maintain a register showing the name of any person examining documents tabled under this order.
3. In the present case, the Secretary of the Department of Premier and Cabinet lodged the required documents with the Clerk of the Parliaments on 9 February 2022, the due date of 15 December 2021 having been extended by consent, as I understand it. A claim for privilege was made, accompanied by indexes of all documents claimed to be privileged and a submission in support of the case for privilege.
4. On 16 March 2022, the Hon Anthony D'Adam disputed the claim for privilege made over certain documents. He made a detailed written submission in support of his contention that the claim of privilege should be overturned on all documents over which a claim of "Commercial in Confidence" privilege had been made.
5. In accordance with paragraph 7 of Standing Order 52, the President of the Legislative Council, the Hon Matthew Mason-Cox MLC appointed me as independent legal arbiter to evaluate the claim of privilege.
6. The papers were delivered to me on 21 March 2022. On 6 April 2022 I had the benefit of discussions, first with the Hon Anthony D'Adam, to assist me in understanding the documents or parts of documents which he considered relevant to the 24 November 2021 resolution of the Legislative Council, and second with representatives of Infrastructure NSW so I could better understand the claimed sensitivities of the documents.

### **The scope of the dispute**

7. As originally framed, the present dispute, or part, concerned only the 58 or so privileged documents where the privilege claim in the schedule was stated to be "PII/Commercial in Confidence".
8. The relevant claims for privilege were set out in 44 paragraphs of an attachment by Infrastructure NSW. These commercial in confidence claims were supported by letters dated 3 February 2022 by Lendlease and by Crown Resorts.
9. Infrastructure NSW submitted it was not in the public interest for the documents to be made publicly available. It identified the Crown Development Agreement (CDA) and the Fifth Deed of Amendment to the Project Development Agreement (PDA) and noted that redacted versions of those documents was released in July 2015.

10. The documents over which Infrastructure NSW claimed privilege were categorised as the redacted sections of the Redacted PDA and the Redacted CDA on the basis that the redacted information contains commercially sensitive details; and on the basis that the documents generally contain negotiations between Lendlease, Crown Resorts and the (former) Barangaroo Delivery Authority, including for example, costings, rates, indemnity insurance and design specifications in relation to the Crown Towers (the Other Documents).
11. Also, public interest immunity was being claimed in relation to those documents on the basis that the public release of them would prejudice the proper functioning of government by undermining the public trust in its ability to preserve the confidentiality of sensitive third-party information. Accordingly, Infrastructure NSW submitted, disclosure of those documents was not in the public interest as it would prejudice Infrastructure NSW's ability to perform its functions.
12. Infrastructure NSW submitted the disclosure of the information in the Redacted PDA and CDA and the Other Documents would:
  - (a) reveal commercially sensitive information with respect to:
    - (i) a third party contractor's intellectual property and methodology/ project planning, which would cause harm to that contractor by revealing specific and bespoke methodologies and details to competitors if publicly available;
    - (ii) a third party contractor's financial details which would cause harm by enabling competitors to take advantage of the information in relation to future tenders/competitive processes;
    - (iii) the NSW Government's bargaining position as outlined in particular conditions of the CDA and PDA which would cause harm by allowing contractors to leverage the information in the CDA and PDA to seek more favourable conditions in future negotiations with the NSW Government which may be less advantageous to the NSW taxpayer;
  - (b) prejudice the proper functioning of government by impacting on INSW's ability to discharge its functions under the *Infrastructure NSW Act 2011* (NSW) (INSW Act) by undermining the trust and confidence of third parties engaging with INSW and NSW Government more broadly in future competitive processes due to a potential risk of the release of confidential and sensitive commercial information.
13. In addition, Infrastructure NSW submitted, the public disclosure of the information in the documents would have a significant adverse impact on Crown Resorts and Lendlease as that confidential information was commercially sensitive, was of significant commercial value and would cause substantial commercial harm if released. A significant amount of commercially sensitive material in the documents was not relevant to the terms of the Order which are specific to discussions about sight lines for the proposed Crown Towers at Barangaroo.
14. Infrastructure NSW submitted the public release of the information would cause considerable harm to Lendlease and Crown Resorts and accordingly they had each prepared a letter in support of Infrastructure NSW's submission.

15. In summary, Infrastructure NSW submitted Lendlease and Crown were concerned that the disclosure of the redacted information in the Redacted PDA and CDA, and the Other Documents will have a prejudicial impact on:
  - (a) a number of key aspects of their business activities and their competitive positions in the marketplace;
  - (b) the relationships with their employees, public and private sector clients, subcontractors engaged in relation to the Barangaroo Precinct and more broadly in the commercial market; and
  - (c) their commercial advantages in the market with respect to future projects and competitive tender processes, including that it would weaken their leverage in future negotiations;
  - (d) Lendlease's legitimate business interests by disclosing its approach and commercial compromises that may have been made in attempting to resolve litigation and contractual disputes;
  - (e) ongoing negotiations of terms in relation to draft documents which would reveal sensitive commercial information, including such information contained in draft documents that are annexures to the CDA which are still subject to negotiations with the NSW Independent Liquor and Gaming Authority (ILGA) as well as the terms of a sublease contained in the State Crown Financial Deed between ILGA and various other Crown entities; and
  - (f) the willingness of commercial parties to enter into tripartite agreements, including the NSW Government as a result of the disclosure of contractual terms/rights and obligations that operate only between Lendlease and Crown.
16. The Hon Anthony D'Adam identified the dispute as the papers in question relating to negotiations between the Government, the former Barangaroo Delivery Authority, Infrastructure NSW, Crown Resorts and Lendlease over 'sight lines' for the Crown Casino Tower development at Barangaroo. He submits, in essence, that the claims of privilege are dubious in a technical legal sense and are, in any event, not in the public interest.
17. As to the former proposition, he submits that none of these documents relate to ongoing commercial negotiations nor is there any evidence that the publication of the documents would jeopardise a present or future commercial interest of the Government.
18. As to the latter proposition, the Hon Anthony D'Adam submits that the controversial nature of the development and the dubious behaviour of Crown Resorts means there is a public interest in scrutinising their dealings in and around the negotiations over the 'sight lines'.
19. Infrastructure NSW submitted it had attempted to specifically identify the privileged information in each of the Documents. However, it was possible that not all privileged information had been identified.
20. In the event that there was any dispute in relation to the claim of privilege and the matter was referred to an Independent Arbiter pursuant to Standing Order 52(6), Infrastructure NSW requested the opportunity to provide further detailed submissions to the Independent Arbiter via the NSW Legislative Council to consider the bases for any claims of privilege.
21. As it emerged in the course of the discussions I have referred to in [6] above, the Hon Anthony D'Adam indicated that it was acceptable to him in the first instance if the

claims for privilege were assessed by me only in relation to the documents or parts of documents which directly concerned the sight lines referred to in the resolution of 24 November 2021, which I have set out at [1] above. After considering how this pragmatic approach “without prejudice” to the broader scope of the resolution might be effected, it seemed to me that an Interim Report, limited to assessing the claims for privilege in respect of the documents which directly concerned the sight lines, was desirable. That is the course that I have adopted. If, after access has been granted, the Hon Anthony D’Adam wishes to have the claims for privilege assessed in relation to the balance of the documents, or some of them, then I have proceeded on the basis that that would be a course open to him.

## Principles

22. Within that parameter, in the present case, I am looking at the moment only at claims for privilege on the basis of commercial in confidence. The claims for public interest immunity stand or fall, in my view, by reference to the substantive claim of privilege by reason of commercial in confidence, as emphasising the submission that it is not in the public interest that the commercial in confidence material be published.
23. The Hon Keith Mason AC QC in his Report dated 13 December 2019 “Register of Buildings Containing Potentially Combustible Cladding”, observed that the House has a constitutional role to supervise government action, consider any legislative response, and weigh the cost to the public purse. He quoted from pp 8-9 his report re WestConnex Business Case dated 8 August 2014:

The arbiter's primary task, as I see it, is to report whether legally recognised privileges as claimed apply to the disputed documents notwithstanding their production to the House and the restricted access adhering to them pending an order of the House for their publishing or copying.

If, in the present situation one asked: "Privileged from what?" the answer must be: "From dissemination to the general public either through unconditional release, or through disclosure of their particular contents". Speaking hypothetically, the impact of such dissemination or disclosure potentially cuts both ways. From Government's perspective, there is risk of harm if confidential information gets into "the wrong hands" (in the sense of hands other than those chosen by Government or the hands of members of the House). From the House's perspective, there is the desirability of stimulating further information-gathering and of debate proceeding without the restrictions consequent upon complying with Standing Order 52 (5) (b) (ii). The latter restrictions are potentially significant because the Order would appear to preclude a member from obtaining assistance from any source when seeking to understand the meaning or significance of a document. While I have unfeigned respect for the natural capacities of individual members, it would be absurd to think that their endeavours would not be assisted if they could at least be free to share what they have and to talk freely about it, both in the House and elsewhere.

Wider public interests also deserve acknowledgement, again speaking hypothetically. Those addressed by legal professional privilege include assisting the administration of justice by facilitating the representation of clients by legal advisers. Those addressed by public interest immunity include Government's need to garner and process information from third parties under assurances of confidentiality that will not be lightly overridden by the House

and the House's need to stimulate the production of information from the public by broadcasting or allowing the media to broadcast the papers it has had returned. I do not see why the arbiter should in principle be troubled by the possibility that non-privileged documents duly called for may, under the House's control, be accessed by the media or by members of the public with axes to grind. So long as overriding harm is not done to the "proper functioning of the executive arm of government and of the public service" (*Sankey v Whitlam* (1978) 142 CLR 1 at 56 per Stephen J). public debate stemming potentially from such sources is of the essence of representative democracy.

...

It should be noted that I am not suggesting that there is a relevant interest in "the public" gaining access to compulsorily tabled documents. The focus should always be upon the needs of the House in performing its constitutional functions. With some snippets of confidential information the House's needs will be met if only members are free to access them while remaining under the constraints imposed by Standing Order 52 (5) (b). . . . With most information, however, the House's needs may indicate that it should be free to disseminate the information publicly unless there is a clear overriding need for the confidentiality urged by the Executive.

### Conclusions

24. Applying these principles, my conclusions in relation to the documents are set out in the attached Schedule. I have taken into account claims that the names of employees or officers, their official positions, their email addresses and their mobile telephone numbers should be held to be excluded from wider access. Having regard to the seniority of those employees or officers, I am not persuaded that that broad claim is made out, but I do agree that the mobile telephone numbers should be redacted from the documents I have reported, in the Schedule, as not privileged as not commercial in confidence.
25. It follows from what I have said that in some instances part only of particular documents should be held to be privileged as commercial in confidence. I have indicated those instances by referring to the part in bold type in the Schedule. Where the relevant part is in a lengthy document which has a cover page, then to provide context the cover page should also be made available.



Alan Robertson SC

8 April 2022

## SCHEDULE

No.	Document ID	Title	Assessment by ILA
Box 1/9	Nil	The two page document consists of two emails dated 13 and 14 September 2017 requesting a meeting with the Premier in relation to an ongoing issue with Barangaroo Sight Lines.	In my evaluation these emails are not privileged.
1.	ICT.001.001.0001	BDA and Lend Lease: Agenda and Status Report for Meeting 15 August 2014	This email cover page refers to, but does not have attached, the Agenda and Status Report to which it refers. It does not appear to refer to sight lines but, in my evaluation, if relevant, it is not privileged. It is not commercial in confidence.
2.	ICT.001.001.0097	Sight Lines	In my evaluation, this single page email is not privileged: it is not commercial in confidence.
3.	ICT.001.001.0098	Re: Sight Lines	This three-page email is not, in my evaluation, privileged: it is not commercial in confidence.
4.	ICT.001.001.0102	Re: Sight Lines	This three-page email is not, in my evaluation, privileged: it is not commercial in confidence.
5.	ICT.001.001.0106	Re: Sight Lines	This three-page email is not, in my evaluation, privileged: it is not commercial in confidence.

6.	ICT.001.001.0111	Re: Sight Lines	This three-page email is not, in my evaluation, privileged: it is not commercial in confidence.
7.	ICT.001.001.0119	Confirmation - Barangaroo central Height	This two-page email is not, in my evaluation, privileged: it is not commercial in confidence.
8.	ICT.001.001.0121	Re: Confirmation - Barangaroo central Height	This four-page document is not, in my evaluation, privileged: it is not commercial in confidence.
9.	ICT.001.001.0185	FW: Combined Issues/ Action Lists	This email cover page refers to, but does not have attached, the Lists to which it refers. That is the next document, ICT.001.001.0187. It does not appear to refer to sight lines but, in my evaluation, if relevant, it is not privileged: it is not commercial in confidence.
10.	ICT.001.001.0187	LLMP Issues: Crown Development Agreement (CPA)	This 16 page document refers at 0194 and 0197 to sight lines. In my evaluation, <b>those pages</b> are not privileged: they are not commercial in confidence.
11.	ICT.002.001.0043	Pre-briefing James Packer	This one page document is relevant to sight lines. It is not, in my evaluation, privileged: it is not commercial in confidence.
12.	ICT.002.001.0067	Central height	This one page document is relevant to sight lines. It is not, in my evaluation, privileged: it is not commercial in confidence.



13.	ICT.002.001.0069	FW: Central height	This one page document is relevant to sight lines. It is not, in my evaluation, privileged: it is not commercial in confidence.
14.	ICT.002.001.0079	Re: Central height	This one page document is relevant to sight lines. It is not, in my evaluation, privileged: it is not commercial in confidence.
15.	ICT.002.001.0081	FW: Sight Lines	This one page document is relevant to sight lines. It is not, in my evaluation, privileged: it is not commercial in confidence.
16.	ICT.003.001.0022	BDA and Lend Lease: Agenda and Status Report for Meeting 15 August 2014	This email cover page is the same document as document No 1. It refers to, but does not have attached, the Agenda and Status Report to which it refers. It does not appear to refer to sight lines but, in my evaluation, if relevant is not privileged: it is not commercial in confidence.
17.	ICT.003.001.0029	FW: BDA and Lend Lease: Path to Contract Close (Privileged)	A small part of this 9 page document, ICT.003.001.0034-35 is relevant, but in my evaluation <b>that part, item 70</b> , is not privileged: it is not commercial in confidence.
18.	ICT.003.001.0038	FW: PDA Fifth Deed of Amendment	This email is the cover page for ICT.003.001.0039. It does not

			appear to me to be relevant but for my evaluation, if relevant, it is not privileged: it is not commercial in confidence.
19.	ICT.003.001.0039	PDA Fifth Amending Deed CU 12-2-15.docx	Clauses 2.5 and 54 are relevant.  In my evaluation, <b>those clauses</b> are not privileged: they are not commercial in confidence.
20.	ICT.003.001.0411	Fifth PDA CU 12-2-15. pdf	Clauses 2.5 and 54 are relevant.  In my evaluation, <b>those clauses</b> are not privileged: they are not commercial in confidence.
21.	ICT.003.001.0805	FW: PDA Fifth Deed of Amendment	This is an email cover page. ICT.003.001.0805-0806 themselves are not relevant. In my evaluation, they are not privileged: they are not commercial in confidence.
22.	ICT.003.001.0807	PDA issues list 15.02.2015.DOCX	Page ICT.003.001.0807 is relevant. In <b>so far as the whole document refers to sight lines</b> , in my evaluation it is not privileged: it is not commercial in confidence.
23.	ICT.003.001.0809	PDA Fifth Amending Deed (JD draft).DOCX	<b>Clause 2.5</b> on pages ICT.003.001.0864-0865 is relevant. in my evaluation <b>that clause</b> is not privileged: it is not commercial in confidence.
24.	ICT.003.001.1487	Fwd: Height & Views	This 3 page email is relevant. In my evaluation it is not

			privileged: it is not commercial in confidence.
25.	ICT.003.001.2276	Fwd: Sight Lines	The top half of this email, ICT.003.001.2276, is subject to a claim for legal professional privilege and I do not deal with that at this stage. <b>The balance</b> , in my evaluation, is not privileged: it is not commercial in confidence.
26.	ICT.003.001.2279	RE: Sight Lines	<b>Parts</b> of pages ICT.003.001.2279-2280 are relevant to sight lines/central height. <b>Those parts</b> , in my evaluation, are not privileged: they are not commercial in confidence.
27.	ICT.003.001.2281	RE: Sight Lines	<b>Parts</b> of this three page email are relevant to sight lines/central height. <b>Those parts</b> , in my evaluation, are not privileged: they are not commercial in confidence.
28.	ICT.003.001.2284	RE: Sight Lines	<b>Parts</b> of this three page email are relevant to sight lines/central height. <b>Those parts</b> , in my evaluation, are not privileged: they are not commercial in confidence.
29.	ICT.003.001.2287	RE: Fifth Deed of Amendment	This three page email is subject to a claim for legal professional privilege and I do not deal with that at this stage. It is not relevant to sight lines. If relevant, in my evaluation, it is

			not privileged: it is not commercial in confidence.
30.	ICT.003.001.2290	PDA Fifth Amending Deed (JD draft).DOCX	This document does not appear relevant to sight lines. If there is a clause in it dealing with sight lines then <b>that clause</b> would not be privileged: it is not commercial in confidence. This
31.	ICT.003.001.2710	FW: Sight Lines	This document is subject to a claim for legal professional privilege and I do not deal with that at this stage. For completeness, in my evaluation the document is not privileged: it is not commercial in confidence.
32.	ICT.003.001.2711	FW: Sight Lines	This document is also subject to a claim for legal professional privilege and I do not deal with that at this stage. For completeness, in my evaluation the document is not privileged: it is not commercial in confidence.
33.	ICT.003.001.2712	Crown - draft Crown Development Agreement	This single page is not apparently relevant but attaches the next document, ICT.003.001.2714. It is not commercial in confidence and not privileged on that basis.
34.	ICT.003.001.2714	Draft Crown Development Agreement Ashurst draft 25 Feb 15).DOCX	<b>Clause 5.5</b> , on ICT.003.001.2780, refers to sight lines (Viewlines) and is relevant. <b>That clause</b> , in my evaluation, is not privileged: it

			is not commercial in confidence.
35.	ICT.003.001.2974	233970484_1_WSComparison_#23 397046 6v1_Client_Matter_ - Crown Development clean Draft Crown Development Agreement (Ashurst draft 25 Feb 15).DOCX	This document is an attachment to No 33, ICT.003.001.2712. Clause 5.5 on page ICT.003.001.3045 is relevant to sight lines. <b>That clause</b> , in my evaluation, is not privileged: it is not commercial in confidence.
36.	ICT.003.001.3245	CDA Working Draft (CU) 20-2-15 draft Crown Development Agreement (Ashurst draft 25 Feb 15).DOCX	<b>Clause 5.5</b> on page ICT.003.001.3316 is relevant to sight lines. <b>That clause</b> , in my evaluation, is not privileged: it is not commercial in confidence.
37.	ICT.003.001.3521	Fifth Deed of Amendment	This is a single cover page to ICT.003.001.3522, No 38. In my evaluation, it is not privileged: it is not commercial in confidence.
38.	ICT.003.001.3522	PDA Fifth Amending Deed CU 25-2-15.DOCX	Page ICT.003.001.4005 refers to Barangaroo Central Sight Lines. <b>That clause 2.5</b> , in my evaluation, is not privileged: it is not commercial in confidence.
39.	ICT.003.001.3939	Fifth PDA26-2-15.pdf	Page ICT.003.001.3587 refers to Barangaroo Central Sight Lines. <b>That clause 2.5</b> , in my evaluation, is not privileged: it is not commercial in confidence.

40.	ICT.003.001.5263	FW: Combined Issues/Action Lists	This one page document is a cover page to No 41, ICT.003.001.5265. It is not relevant to sight lines. If relevant it is not privileged.
41.	ICT.003.001.5265	RE: Combined Issues/Action Lists	There is a reference to sight lines on ICT.003.001.5265. <b>In so far as that page refers to sight lines</b> , in my evaluation it is not privileged: it is not commercial in confidence.
42.	ICT.003.001.5268	4. Barangaroo Stage 1 Fifth Deed of Amendment Complete (27 May 2015).pdf	Page ICT.003.001.5367 refers to Barangaroo Central Sight Lines. <b>That clause 2.5</b> , in my evaluation, is not privileged: it is not commercial in confidence.
43.	ICT.003.002.0001	5. Combined CDA.pdf	Only <b>clause 5.5</b> at ICT.003.002.0083-0084 appears relevant as dealing with "Central Barangaroo Sight Lines". <b>That clause 5.5</b> , in my evaluation, is not privileged: it is not commercial in confidence.
44.	ICT.003.002.4997	PDA Fifth Deed of Amendment	This one page email is a cover page attaching an amended PDA for the Fifth Deed of Amendment, probably documents 45 and 46. It does not appear to be relevant. If relevant, in my evaluation, it is not privileged: it is not commercial in confidence.

45.	ICT.003.002.4998	PDA Fifth Amending Deed CU 12-2-15.docx	<p><b>Clause 2.5</b> on page ICT.003.002.5063 is relevant to sight lines, as it deals with Barangaroo Central Development Height.</p> <p><b>Clause 54</b> on pages ICT.003.002.5268-9 is also relevant on the same basis. It does not appear to me to be commercial in confidence or privileged.</p> <p><b>Those clauses</b>, in my evaluation, are not privileged: they are not commercial in confidence.</p>
46.	ICT.003.002.5370	Fifth PDA CU 12-2-15.pdf	<p><b>Clause 2.5</b> on page ICT.003.002.5449 is relevant to sight lines, as it deals with Barangaroo Central Development Height.</p> <p><b>Clause 54</b> on page ICT.003.002.5661 is also relevant on the same basis.</p> <p><b>Those clauses</b>, in my evaluation, are not privileged: they are not commercial in confidence.</p>
47.	ICT.003.002.5764	FW: central height as discussed	<p>ICT.003.002.5764 is an email dated 26 February and relevant to sight lines. In my evaluation, it is not privileged: it is not commercial in confidence.</p>
48.	ICT.003.002.5790	Re: Confirmation - Barangaroo central Height	<p>ICT.003.002.5790-5797 dated 25 and 26 February 2015 are emails relevant to sight lines. In my evaluation, they are not</p>

			privileged: they are not commercial in confidence.
49.	ICT.003.002.5794	Barangaroo Sight Lines - clause for PDA and escrow deed	These are emails relevant to sight lines. In my evaluation, they are not privileged: they are not commercial in confidence.
50.	ICT.003.002.5796	Barangaroo Sight Lines - clause for PDA and escrow deed.docx	These are emails relevant to sight lines. In my evaluation, they are not privileged: they are not commercial in confidence.
51.	ICT.003.002.5798	C6. Crown Development Agreement.PDF	<b>Clause 5.5</b> , pages ICT.003.002.5880-5881, relates to sight lines. In my evaluation, <b>that clause</b> is not privileged: it is not commercial in confidence.
52.	ICT.003.002.7233	RE: Barangaroo Central Height and Jemena	This relates to sight lines. In my evaluation, it is not privileged: it is not commercial in confidence.
53.	ICT.003.002.7235	Barangaroo Central Height and Jemena	This relates to sight lines. In my evaluation, it is not privileged: it is not commercial in confidence.
54.	ICT.003.002.7236	Barangaroo Central Height and Jemena.docx	This does relate <b>in part</b> to sight lines. <b>In so far as it relates to sight lines</b> , in my evaluation, it is not privileged: it is not commercial in confidence.



55.	ICT.003.002.7238	B10_AD0_0000_29.pdf	This does relate <b>in part</b> to sight lines. <b>In so far as it relates to sight lines, including the sight lines maps themselves</b> , in my evaluation, it is not privileged: it is not commercial in confidence.
56.	ICT.003.002.7239	B10_AD0_0000_28.pdf	This does relate <b>in part</b> to sight lines. <b>In so far as it relates to sight lines, including the sight lines maps themselves</b> , in my evaluation, it is not privileged: it is not commercial in confidence.
57.	ICT.003.002.7240	FW: Sight Lines	This does relate to sight lines. In my evaluation, it is not privileged: it is not commercial in confidence.
58.	ICT.004.003.0001	Crown Development Agreement - consolidated signed copy.pdf	<b>Clause 5.5</b> , pages ICT.004.003.0083-0084, does relate to sight lines. <b>That clause</b> , in my evaluation, is not privileged: it is not commercial in confidence.