NOTICE OF FILING

Details of Filing

Document Lodged:	Outline of Submissions
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	12/12/2024 9:52:54 AM AEDT
Date Accepted for Filing:	12/12/2024 9:53:08 AM AEDT
File Number:	VID312/2021
File Title:	MINNIE MCDONALD v COMMONWEALTH OF AUSTRALIA
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Federal Court of Australia VID 312 of 2021

District Registry: Victorian Registry

Division: General

Minnie McDonald Applicant

and

Commonwealth of Australia Respondent

FUNDER'S SUBMISSIONS IN REPLY

---

1. These submissions are filed in reply to the submissions filed by the Respondent on 1 November 2024 (**RS**) and supplement LLS's submissions in chief filed on 29 October 2024 (**FS**). LLS adopts the defined terms used in its submissions in chief unless the context appears otherwise.

2. In summary, LLS submits that the Court should **not** adopt the Respondent's proposal to calculate the funding commission sought by LLS on a net rather than gross basis, cap the commission and/or disallow reimbursement of the ATE Costs.

Litigation funding and access to justice

3. At the outset it is important to recall the role of litigation funding in representative proceedings and in this proceeding.

4. That litigation funding promotes access to justice has been recognised by numerous decisions of this and other courts.[1] Such access to justice for social justice and public interest cases should be encouraged and facilitated, particularly where funding is being offered at discounted or bottom end market rates. While this case is one involving compensation for profound historical wrongs, the nature of the case itself does not justify *a priori* a reduction in funding charges. The correct approach for the proportionality analysis of funding charges in this case is to take the applicable non-

[1] *Money Max* at [82].

exhaustive factors identified in *Money Max*[2] and assess whether the return to the funder for the risk it took on at the time funding was offered is fair, reasonable and proportionate.

5. This is consistent with the seriously considered dicta of the Full Court in *Money Max*, where their Honours said that courts hearing settlement approval applications will be expected to:

> *…approve funding rates that avoid excessive or disproportionate charges to class members but which recognise the important role of litigation funding in providing access to justice, are commercially realistic and properly reflect the costs and risks taken by the funder, which avoid hindsight bias.*[3]

6. LLS reiterates that it is extremely unlikely that the proceeding would have occurred had it not offered funding and that group members would have received any redress for the historical wrongs they suffered.[4] That is because.
    a. There is evidence that the proceeding required funding.[5]
    b. Shine Lawyers do not appear to have been prepared to run the matter 'No Win No Fee' or pro bono, and indeed the proceeding was brought to Shine by LLS.[6]
    c. There is no evidence that any other litigation funder was prepared to offer funding or that another law firm was willing to act on a different basis.[7]
    d. The evidence shows that it was difficult for LLS to secure internal approval for funding to be offered at all.[8]
    e. Notwithstanding these matters, LLS determined to fund the proceeding at the lowest end of the range of funding commissions it offered at the time.[9]

7. Without LLS, class members were unlikely to have ever received any compensation and they would have been denied access to justice in obtaining the outcome now available through the settlement of the proceeding.

---

[2] *Money Max* at [80].
[3] *Money Max* at [82].
[4] FS [13(a)] and [15]; RS [154].
[5] Antzoulatos Affidavit at [198].
[6] Ibid and Conrad Affidavit at [62].
[7] Conrad Affidavit at [100].
[8] FS [21] and [27].
[9] FS [33] – [35].

8. The Court should be cautious not to add further layers of uncertainty and difficulty for litigation funders (who are answerable to their investors in choosing which cases to fund) if they wish to support risky and novel but important social justice cases.

LLS' position on the Respondent's contentions

Funder's Claim

9. The Respondent has set out a range of potential funding charges, assuming various registrations are achieved of Eligible Claimants and purports to disclose the multiple of the funds paid over to date by the Funder.[10] There are several problems with this analysis.

    a. The amount spent to date by the Funder does not include an amount of $712,131.95 which has been invoiced to LLS.

    b. It ignores that the budget LLS agreed at the time it entered into the LFA was $10.5 million. This budget will be fully exhausted once Shine Lawyers invoices LLS for the unbilled WIP.

    c. The fourth and fifth columns of the Respondent's table are somewhat misleading as recovery of funded legal costs is simply a reimbursement and is to be taken from the Agreed Costs component – it is not part of the commission.

    d. The multiple is lower than the "commonly required return of *not less than* 3 x capital invested by funders"[11] (emphasis added) on each of the scenarios (calculated on gross settlement and including the ATE premium) until there are more than 8,000 registrants.

    e. A funder's commission entitlement under a litigation funding agreement is sometimes expressed as either a percentage commission or a multiple of the funding (including ATE costs) outlaid, *whichever is higher*.[12] LLS has not expressed the funding formula in such a manner under the LFA and it invites error

[10] RS [137].
[11] *Evans v Davantage Group Pty Ltd (No 3)* [2021] FCA 70 at [60] per Beach J.
[12] *Blairgowrie Trading Ltd v Allco Finance Group Ltd (No 3)* (2017) 343 ALR 476 per Beach J at [128] (***Blairgowrie***).

to fix on multiples where the funding agreement is expressed as a percentage only.[13]

f. A multiples analysis also reflects only the return on investment made by the funder in pure dollar terms. Such a method eschews a proper proportionality analysis that looks at the totality of the risks borne by the funder, including the further significant funds it would put at risk and the *portion* of the settlement that it takes and does not take into account the time value of money.

g. In QLD Stolen Wages the following return was made by LLS

Settlement amount	$190,000,000
Amount funded by LLS	$12,500,000
LLS commission	$38,000,000
Multiple invested versus gross proceeds returned to LLS = (LLS Funding + LLS Commission) divided by LLS Funding	4.04 times
Multiple invested versus commission LLS receives = LLS Commission divided by LLS Funding	3.04 times
Risk of QLD Stolen Wages compared to Stolen Wages NT	Lower risk than Stolen Wages NT

Comparison of the funding commission to other Part IVA proceedings

10. LLS accepts that both the theoretical maximum funding commission, and the funding commission it would receive if the estimated 8,000 Eligible Claimants receive their entitlements under the settlement, are significant sums of money. It should also be noted that there is no certainty that such levels of registration will be reached, and the funding commission could be much lower. That is also relevant to the proportionality risk assessment because the funding commission of 20% of the gross settlement sum on the downside does not protect LLS's total outlay with proportionate reward.

[13] *Blairgowrie* per Beach J at [125] and [128]

11. In any event, this consideration should not be viewed in isolation and invites error when viewed through the simplistic prism of it being "very high".[14] It must be considered by reference to both the size and the complexity of the litigation which was very risky. The Respondent's evidence sets out that both claims were novel, factually complex and unlikely to succeed.[15] Critically, these are also consistent with the risks that were known at the time that LLS determined to fund the proceeding. In fact, the risks and difficulties of the case are the key justification by all parties for the size and nature of the settlement.

12. The Respondent points to a "decreasing trend in both median and aggregate funding commissions in settlement approvals"[16] relying on the empirical analysis conducted by Professor Vince Morabito.[17] While the methodology may differ, several matters warrant consideration.

    a. Most importantly, whether on an aggregate or median basis, the funding commission rate sought by LLS in this matter is still *lower* than the rates prevailing in the litigation funding market since *Money Max* and relevantly since the decision in *Brewster*.

    b. The analysis imports rates from different cases with different risk profiles and different funding models and so should be treated with some caution. Critically, the Morabito Report differentiates between cases in which a CFO was sought (as opposed to an FEO or a GCO) and identifies that the *median* funding commission rates have increased since the decision of the High Court in *Brewster* from 22.1% to 25%.[18] On an *aggregate* basis CFO rates have seen only a marginal reduction in the time when funding was determined in this case from 22.4% (post *Money Max*) to 22.2% (post *Brewster*).[19] Caution is also required in comparing data since the introduction of the group costs order regime in Victoria.

    c. The proposition that the size of the commission at the lower end ($15.2 million) would represent a significant amount ignores the fact that there has been an outlay

[14] RS [153].
[15] Affidavit of Paul Christopher Barker sworn on 1 November 2024 (**Barker Affidavit**) at paragraphs [11] – [13]; RS [169].
[16] RS [141].
[17] Vince Morabito, 'Empirical perspectives on twenty-one years of funded class actions in Australia', April 2023 (**Morabito Report**).
[18] Morabito Report at pg. 30 (Annexure PCB-1 at pg. 62).
[19] Ibid.

of $9,082,576.99 with a further invoice in an amount of *up to* $712,131.95 to be paid and a budgeted outlay of $10.5 million (which will be exhausted by the time Shine bills its further WIP).

d. The proposition that, at the upper end, the commission will be "larger than all but three of the 57 funding commissions approved"[20] ignores important aspects of those cases. Of the "three of the 57 funding commissions" referred to by the Respondent, one had a settlement sum above the theoretical gross maximum of this case ($215m) and yet the Court approved a $92m funding commission deduction, which was 42.8% of the fund). In the *Montara Oil Spill* case the Court approved a funding commission of $57,750,000 at a CFO rate of 30%. It is worth noting that this the group members were subsistence seaweed farmers in Indonesia whose crops were destroyed by an oil spill.[21] In the *Montara Oil Spill*, his Honour Justice Lee said at [26] – 27]:

> *This was risky litigation. It simply would not have been pursued, nor would it have reached a successful conclusion on behalf of group members, unless those group members had the benefit of a third-party litigation funder, or a firm of solicitors prepared to conduct it wholly on a speculative basis.*
>
> *…but for the existence of funding, some 15,456 Indonesian seaweed farmers would not have had the ability to recover their losses. This seems to me another example of the class action regime in Pt IVA of the FCA Act working and, despite its critics, providing access to justice for poor people who otherwise would have to cop their losses on their chins.*

Risk of funding the proceeding

13. LLS agrees with the Respondent that there were "significant legal and factual risks with the claims made in the proceeding."[22] However, those risks are not "moderated" by the matters identified by the Respondent.[23]

---

[20] RS [142]. Notably, the three larger commissions in dollar terms were: $92,031,922.99 (42.8% CFO rate of a $215m settlement) achieved in *Liverpool City Council v McGraw-Hill Financial* (and four other class actions) (Morabito Report, pg. 32); $57,750,000 (30% of a $192.5m settlement) in *Sanda v PTTEP Australasia (Ashmore Cartier) Pty* [2023] FCA 242 (***Montara Oil Spill***) and $34,500,000 (25% CFO rate of a $138m settlement) in *Asirifi-Otchere v Swann Insurance (Aust) Pty Ltd*.
[21] *Montara Oil Spill* at [27]; see also: *Sanda v PTTEP Australasia (Ashmore Cartier) Pty Ltd (No 7)* [2021] FCA 237 per Yates J at [1]–[7] and [167].
[22] RS at [144] and Part C, RS [20], [26], [32], [39], [44], [56] and [67] to [y]; Barker Affidavit at [32].
[23] RS [145].

14. The Respondent's contention that the risk taken on by LLS should be assessed by reference to settlement achieved in *Pearson* is incorrect.

    a. When the funding rate was determined on an interim basis, QLD Stolen Wages had not settled and indeed the rate reflected that the same rate was offered in QLD Stolen Wages prior to settlement.[24] LLS did not change the rate sought between when it was fixed on an interim basis and when funding was decided.

    b. The contemporaneous documents at the time of the final funding decision reveal that LLS did not consider that the settlement of QLD Stolen Wages necessarily translated to lower risk in this proceeding.[25]

    c. As all legal practitioners know, while a settlement might be hoped for, there is no certainty in this regard and it invites hindsight bias to suggest that the settlement in QLD Stolen Wages, which was a different case with a different defendant would limit the risk of this case, which the evidence discloses involved more risk in a legal sense.[26]

    d. Respectfully, it is difficult to resolve the tension inherent in the Respondent's submissions that the case was both affected by "significant legal and factual risks" but that such risks were moderated by the settlement in QLD Stolen Wages. It is essentially an argument that runs entirely counter to the tenor of their submissions in support of settlement approval and the Respondent's conduct up to settlement. In this respect, LLS observes:

        i. If it were true that QLD Stolen Wages pointed the way to the likely resolution of this case then the Respondent would have been expected to have settled the proceeding at an earlier stage, without requiring LLS to fund the prosecution of the Applicant and group members claims to the extent it in fact did.

        ii. The Respondent did not take the course it adopted in, for example, in the NT Stolen Generations case, which resolved at an early stage because the

[24] Conrad Affidavit at [64] – [66].
[25] Conrad Affidavit at [88(b)].
[26] Conrad Affidavit at [71] – [74], [76], [79], [86] and [87(b)].

Respondent in that case both introduced a redress scheme and settled the claims of remaining group members. The effect of the early settlement in NT Stolen Generations was that LLS agreed to a significant reduction on its funding commission (11.9% vs 20%). It was entirely within the power of the Commonwealth to have taken such steps. It did not do so.

iii. Instead, the Respondent took over three years to reach the point of settlement and required the Applicant and sample group members to put on numerous pleadings,[27] engage in "extensive discovery",[28] and put on extensive lay and expert evidence including putting group members through the difficult experience of participating in preservation evidence hearings.[29] LLS funded all that work.

15. The Respondent also identifies the ATE insurance as a factor in assessing the extent of the risk LLS took on. While that may be so, the Respondent's contention only goes so far. As the Respondent implicitly appears to accept, LLS was still exposed to a significant adverse costs order had the proceeding run to trial and the Applicant been unsuccessful. Given the work that the Respondent identifies as having occurred *up to* settlement, and the work that it anticipates it would have had to undertake up to and including an initial trial of the common issues, the Court should be satisfied that the adverse costs exposure beyond $5 million insured under the ATE Policy would have been very significant.[30]. ATE Insurance also does not moderate the risk of losing the funds expended on legal fees.

16. The Respondent suggests that "the capacity of the respondent to pay a significant judgment amount was not an issue in this case."[31] LLS had already factored in that recoverability was not an issue when it decided to fund case and set its initial rate. That factor did not "moderate" the risk.[32] The risk in this case did not concern the capacity of the Respondent to pay in terms of an assessment of its solvency, rather the risk was the

[27] Barker Affidavit at [15] – [16].
[28] Barker Affidavit at [17].
[29] Barker Affidavit at [19] – [22].
[30] The Respondent has not provided any evidence of its actual costs or its expected costs to trial. In *Pearson*, his Honour Murphy J estimated the Respondent's costs at around $15 million. Such an amount would be $10 million more than the ATE insurance in this case.
[31] RS [147].
[32] Conrad Affidavit at [56(b)].

willingness of the Commonwealth to pay a significant amount for this claim (whether by settlement or judgment).

Legal costs, costs exposure and security for costs

17. The Respondent notes that in QLD Stolen Wages, there was a risk of an adverse costs order whereas here that risk was mitigated by ATE Insurance. As set out above, that risk was only mitigated to an amount of $5 million.

18. While the question of further funding is to some extent speculative, the Court should give little weight to the Respondent's submission at [149] that "it remains the position at the time of settlement, the Funder had not agreed to fund additional expenses." The budget under the LFA is not yet exhausted and LLS stands ready and willing to expend the full budget on this matter for the group members legal costs. If the mediation had failed, and the matter continued, it is at that point that LLS would then have given further consideration to the additional funding needed to take the matter to trial. However, LLS was already contemplating additional funding, because, given the legal spend prior to mediation, there would not be sufficient budget to run a final hearing under the existing budget cap. That is qualitatively different from a position where the budget had been reached and a request for funding had been denied by LLS. While it is true that such further funding was "within [LLS's] control" such a consideration would not have imported any less risk to funds it ultimately funded above budget.[33]

19. Though not yet determined, LLS is actively considering the Applicant's request to fund up to $9.4m for outreach costs. That is a significant sum for a registration process. While strictly not funds put at risk in the same way the funds paid over for the prosecution of the Applicant and group members claims, there is still a risk that some costs would not be assessed as reasonable incurred by the Costs Assessor and therefore not recoverable from the settlement, and ultimately LLS will be without such funds for a significant period of time. This has a limiting effect on its capacity to fund other litigation matters, which entail further returns, to the extent it may otherwise be able to.

Absence of objections

[33] We are instructed that in the WA Stolen Wages case, an issue has been raised as to whether Shine has carried some of the cost of the proceeding and it has not been fully funded by LLS. That issue does not arise here.

20. The Respondent submits that the Court should "not place any particular weight on the absence of objections from Group Members to the amount sought by the Funder."[34] It is the submission of LLS that objections are one of the *Money Max* factors and should be given weight. There has been sufficient notification of the proposed commission.

"In hand payments" and low registration scenario

21. The Respondent refers at [152] to potential deductions for additional legal costs above $15 million and notes that it will be borne by the Eligible Claimants.

22. The reasonableness of the funding charges should not be assessed by reference to other deductions that are now proposed to be made or are likely to be made from the settlement fund (and over which LLS does not have control). That is divorced from the proportionality testing that is appropriate in the assessment of the fairness and reasonableness of the *funding commission.*

23. Further, it is somewhat problematic of the Respondent to point to the further costs that the Applicant has identified it may incur in undertaking registration as a basis for seeking to reduce the funding commission. Those costs are likely to be borne by the group members in circumstances where the Respondent agreed the amount to be paid in the Applicant's Agreed Costs. Those costs were to include outreach. If the Respondent was concerned about such deductions from the fund being borne by group members, it could either have agreed to fund more in the way of costs, reallocate some of the Costs Sums, settle the matter as a lump sum or structure the Deed in a way which made allowance for the extent of the deductions necessary to ensure as many group members as possible share in the settlement. It has chosen not to do so. It should not point to those matters as a basis for reducing the funding commission.

Proposals by the Respondent

24. The Respondent proposes three ways in which the funding commission could be reduced. LLS respectfully submits that those proposals should be rejected. Importantly, (at RS [82]) the Respondent submits that even allowing for the maximum potential deductions, that the proposed settlement is fair and reasonable in its sum.

Funding commission should be calculated on gross basis

[34] RS [140].

25. The Respondent has suggested that the funding commission should be calculated on a net rather than gross basis.[35] That ignores several matters.
    a. The funding commission of 20% of gross proceeds of the settlement is set out clearly in the LFA.
    b. As was said in *Blairgowrie*, "funding commission and contingency fee percentages are generally expressed as a percentage of the gross settlement sum."[36] If LLS had determined to fund the proceeding on a net basis, it would in all probability have increased the percentage rate sought in the LFA.
    c. The parties reached a settlement of the proceeding in the full knowledge that LLS would seek a funding commission of 20% of the gross settlement including both the Settlement Sums and the Costs Sums.[37]
    d. As set out in LLS' evidence the rate of 20% is at the bottom end of the market, even on a gross basis.[38]
    e. There is no obvious conceptual reason advanced by the Respondent for preferring the funding commission to be calculated on a net rather than a gross basis beyond seeking to make it smaller.

Recovery of ATE costs

26. LLS has already submitted that the authorities are inconsistent on the question of the appropriateness of deducting a funder's costs of procuring ATE insurance.[39]

27. The authorities referred to by the Respondent are not free from doubt. The proposition extracted from *Swann Insurance* that ATE defrays the: "costs of the funder performing its central obligation"[40] is, respectfully, misconceived. LLS submits that the *central* obligation of a litigation funder, if there is one, is to fund the Applicant's prosecution of the individual and group member claims. The provision of an indemnity is clearly critical to the commencement and maintenance of a representative proceeding, but it is

[35] RS [155].
[36] *Blairgowrie* at [124].
[37] FS [38] – [39].
[38] Conrad Affidavit pp 42-49
[39] FS [79].
[40] *Swann Insurance* at [31]-[32]

one of a core number of obligations owed by the funder in return for the reward achieved by a successful outcome.

28. Similarly, the decision in *Bradshaw*[41] can be distinguished because it was a case where ATE had been sought by the funder notwithstanding that it was a proceeding in the 'no costs' jurisdiction created by the *Fair Work Act 2007* (Cth). Here, there is also no question of "double dipping" because the funding commission rate was not set to absorb the costs of procuring ATE, it was set on the basis that an ATE Policy would be purchased and the costs of the premiums would be sought as a reimbursement on a successful outcome of the proceeding.

29. This case is also set apart from the QLD Stolen Wages Case. The Respondent rightly identifies that Justice Murphy placed reliance on the absence of ATE having been procured in the QLD Stolen Wages Case as a basis for approving a funding rate of 20% of the gross settlement sum.[42] However, as has been identified elsewhere, this case was deemed by LLS to be riskier than QLD Stolen Wages and the evidence in this case establishes that had ATE not been obtained then a higher commission rate would have been set.[43] ATE premium was always foreshadowed as a separate deduction.

30. The decision in *Williamson* does not stand for the proposition that in all circumstances where both the costs of ATE and the funding commission are approved, that the courts will necessarily reduce either. The question, approved of in *Equity Financial Planners*,[44] was whether the funding charges constituted by the funding commission and the ATE costs took the total deduction beyond the reasonable range and were excessive. While the same caution of using different cases as proper comparators should be expressed, in *Equity Financial Planners*, the combination of ATE and funding

[41] RS [159].
[42] *Pearson No 2* per Murphy J at [271].
[43] Conrad Affidavit at [119].
[44] *Equity Financial Planners Pty Ltd v AMP Financial Planning Pty Ltd* [2024] FCA 1036 per McElwaine J at [155]. His Honour also adopted the observations of Lee J in *Swann Insurance* with approval.

commission took the funder's percentage of the resolution sum of $100m from 26.5% to 28.7%.[45]

31. Finally, it should be noted that LLS only obtained an ATE Policy that indemnified its risk of having to pay the Applicant's adverse costs up to $5m. That is, the ATE Policy would not, in all likelihood, have covered the majority of any adverse costs ordered against the Applicant. This is a relevant consideration when looking at the risk in the round and assessing both the reasonableness of the funding commission together with the ATE Costs.

Respondent's proposed capping of funding commission

32. The Respondent contends both that the funding commission should be calculated on a net basis and that the funding commission in absolute dollar terms should by capped "if the number of Eligible Claimants (and therefore the total Settlement Sum) is in the upper range of possible outcomes."[46] The effect of such a cap is essentially a reduced commission rate if the registration is beyond 8,000. Such a proposal begs the question: why a cap?

33. Is it because a rate below 20% is said to be disproportionate to the risk undertaken? That is contrary to the Respondent's own evidence of "a significant risk of an adverse outcome if the matter proceeded to judgment"[47] and the evidence that 20% is a low market rate.[48] It also invites hindsight bias and is a conceptually problematic proposition that the case was somehow less risky if the ultimate outcome is positive. It goes without saying that there would not have been a cap on the downside had the case been run unsuccessfully and adverse costs ordered.

34. Is it because the return on outlay is seen as high? Again, the return has to be considered alongside the recognised "significant risk".[49] In addition, as set out above, an analysis

[45] Ibid.
[46] RS [155(c)].
[47] RS [82].
[48] Morabito Report at pg. 30 (Annexure PCB-1 at pg. 62).
[49] RS [82].

based on multiples can be problematic. Here, a percentage-based analysis better assesses the proportionality of the outcome.

35. Is it because it is a social justice case? As set out in LLS's evidence, that fact was already the reason for LLS funding the case at the lowest possible rate. To cap the commission simply discounts it further without any principled rationale.

36. The obiter in *Blairgowrie* (cited at RS [163]) does not support the Respondent's proposition.[50] In *Blairgowrie*, Justice Beach expressly identified that "a 30% rate would be difficult to justify on a net settlement sum above $50 million." As is well ventilated, in this case LLS seeks a commission of 20%, not 30%, whether expressed on a gross or net basis. This does not take the case into the territory which appears to have concerned the Court in *Blairgowrie*.

Minimum Payments and differentiation

37. While LLS does not in principle oppose either interim or initial payments being made to Eligible Claimants, particularly Living Eligible Claimants, the differentiation payments proposed by the Applicant[51] are imperfect and do not allow LLS to assess the correctness of the proposition that a minimum payment of $10,000 should be permitted at this stage.[52]

Conclusion

38. It follows from what is said above, that in the circumstances, it is "just" within the meaning of s 33V(2) of the Act for LLS to receive the funding charges sought at 20% on the gross settlement sum and reimbursement of its ATE costs. In doing so there would be due recognition by the Court that the risks borne by LLS and the role it has played in the proceeding is to be encouraged.

Date: 4 November 2024

Fiona Forsyth KC
Ah Ket Chambers

Owen Nanlohy
Ah Ket Chambers

[50] RS [163].
[51] RS [121].
[52] RS [121].