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Principal Registrar &  
Chief Executive Officer

Form 7A (version 5)  
UCPR 14.3

## DEFENCE

### TO FURTHER AMENDED STATEMENT OF CLAIM

#### COURT DETAILS

Court	Supreme Court of New South Wales
Division	Common Law
List	General
Registry	Sydney
Case number	2020/0359004

#### TITLE OF PROCEEDINGS

Plaintiff	<b>DANNY MARIELLE MOUSSA</b>
First defendant	<b>CAMDEN COUNCIL</b> ABN 31117341764
Number of defendants	4

#### FILING DETAILS

Filed for	<b>CORNISH GROUP SPRING FARM PTY LTD, Second Defendant</b>
Legal representative	Bharath Balasubramanian Marsdens Law Group
Legal representative reference	435414
Contact name and telephone	Bharath Balasubramanian Tel. (02) 4626 5077
Contact email	bbalasubramanian@marsdens.net.au

#### HEARING DETAILS

If the proceedings do not already have a listing date, they are to be listed at

<b>PLEADING AND PARTICULARS</b>
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In response to the Further Amended Statement of Claim filed on 25 August 2022 (the **Claim**), the Second Defendant:

**The Parties**

1.

- (a) Admits subparagraph 1(a);
- (b) In answer to subparagraph 1(b):
  - (i) Does not understand the phrase “unfit for residential buildings due to the unsound condition of soil” or what that means;
  - (ii) Says that phrase is vague, embarrassing and causes prejudice to the Second Defendant as the Second Defendant does not understand what that phrase means and should be struck out;
  - (iii) The Second Defendant does not know of any defects to the Plaintiff’s property;
  - (iv) Having been requested, the Plaintiff has neglected or refused to provide any particulars of any alleged defect to his property or damages of any kind; and
  - (v) For those reasons the Second Defendant does not admit to the allegations in subparagraph 1(b).
- (c) In answer to subparagraph 1(c)(i) and (ii):
  - (i) Having been requested, the Plaintiff has refused to provide particulars of the condition of any property including his own;
  - (ii) The Plaintiff has admitted that he does not have any personal knowledge of the condition of any property but his own;
  - (iii) The phrase “unsound for building” is vague, embarrassing and causes prejudice to the Second Defendant as the Second Defendant does not understand what that phrase means and should be struck out;
  - (iv) The Plaintiff has, having been asked, refused to provide any particulars as to where in the Council Land or the Cornish Masterplan Area any land other than his own is allegedly “unsound for building”;

- (v) The Plaintiff does not know of any damage to residential properties located within the Cornish Masterplan Area caused by the conduct of the Defendants pleaded in the Claim;
  - (vi) Having been requested, the Plaintiff has refused to provide particulars of any damage caused by the conduct of the Second Defendant to any property including his own;
  - (vii) The Plaintiff has not pleaded any proper basis upon which he can purport to be the representative of all or any person referred to as "Group Members"; and
  - (viii) For all of those reasons the subparagraphs should be struck out and the Second Defendant does not admit any of the allegations in subparagraph 1(c)(i) and (ii).
- (d) Does not admit the allegations in subparagraphs 1(c)(iii) and (iv).
2. Does not admit paragraph 2 and says the Plaintiff has not pleaded any proper basis for this allegation.
  3. Denies paragraph 3.
  4. Admits paragraph 4.
  5.
    - (a) Admits paragraphs (a)-(c);
    - (b) Admits developing some, but not all, of the residential lots as alleged; and
    - (c) Otherwise denies the paragraph.
  6. Admits paragraph 6.
  7. Does not admit paragraph 7.

**Factual Circumstances**

8. Admits paragraph 8.
9. Admits paragraph 9.
10. Admits paragraph 10.
11. Does not admit paragraph 11, and says it ought to be struck out.
12. Admits paragraph 12.
13. Does not admit paragraph 13 of the Claim.
- 14.

- (a) Admits to taking possession of part of the Council Land on or around 1 November 2010;
  - (b) Says that it did not take possession of the remainder of the Council Land until 20 April 2012; and
  - (c) Otherwise denies paragraph 14.
15. Does not admit paragraph 15 and says it should be struck out.
16. Does not admit paragraph 16.
17. Does not admit paragraph 17 and says it should be struck out.
18. Denies paragraph 18 and says further that the Council Land, the subject of the Deed, was transferred in two tranches. The Second Defendant took possession of the first tranche on or about 1 November 2010 and the second tranche was transferred on or about 20 April 2012.
- 18A.
- (a) Admits:
    - (i) DA50/2013 was granted by Camden Council on or around 25 March 2014;
    - (ii) DA754/2013 was granted by Camden Council on or around 13 March 2014;
 but
  - (b) Otherwise does not admit paragraph 18A and does not plead to the particulars.
- 18B.
- (a) Says that DA50/2013 and DA754/2013 were amended and modified on multiple occasions;
  - (b) Relies on each iteration of the development approvals to their full effect;
  - (c) Admits that at least initially the development approvals specified in relation to engineering specifications that the development needed to be "constructed in accordance with Camden Council's current Engineering Specifications"; but
  - (d) Otherwise does not admit paragraph 18B.
- 18C. Repeats paragraph 18B above and does not admit paragraph 18C.
19. Admits paragraph 19.
20. Admits paragraph 20.
- 20A.

- (a) Admits developing some, but not all, of the Cornish Masterplan area as alleged; and
- (b) Otherwise admits the paragraph.

20B. Admits paragraph 20B.

20C. Admits paragraph 20C.

20D. Admits paragraph 20D of the Claim and says that it relied on such certificates so as to be satisfied that all requirements specified in the relevant development approvals had been satisfied and that the land was fit for residential building subject to compliance with any conditions specified by Camden Council in the relevant development approval.

21.

- (a) Admits to engaging SMECTS in relation to land;
- (b) Denies engaging SMECTS Holdings;
- (c) In relation to Council Land, says SMECTS represented to the Second Defendant that it had performed geotechnical investigation services, remedial bulk earthworks support services and provided SCR's in relation to the land where the work had been carried out and that the Second Defendant relied on those representations to satisfy itself that all investigation services and support services had been carried out in accordance with any relevant requirements imposed by Camden Council that were applicable so as to be satisfied that the new lots would be appropriate for residential building subject to compliance with any conditions specified by Camden Council in the relevant development approval; and
- (d) Otherwise does not admit the balance of paragraph 21.

22. Admits paragraph 22.

22A.

- (a) Admits in relation to the lots that it did develop in the Cornish Masterplan Area that such lots (which lots are known to the Plaintiff's solicitors) were promoted as complying with any conditions specified by Camden Council for residential building in the relevant development approval;
- (b) Denies the balance of paragraph 22A; and
- (c) Says that the paragraph should be struck out as there is no reasonable basis for the Plaintiff or his solicitors to allege that the Second Defendant promoted all of the new lots and all other lots in the Cornish Masterplan Area at any time and such

allegation is known by the Plaintiff's solicitors to be false, and is directly inconsistent with subsequent allegations in the pleading.

23.

- (a) Denies that the Second Defendant commenced undertaking works for the staged residential subdivision of the Cornish Masterplan Area as alleged, repeats paragraph 22A above and says that allegation should be struck out.
- (b) Repeats paragraph 1(b) and (c);
- (c) For those reasons does not admit the balance of paragraph 23;
- (d) Does not admit what Camden Council knew or ought to have been aware of; and
- (e) Does not plead to the particulars.

24.

- (a) Denies that the Second Defendant commenced undertaking works for the staged residential subdivision of the Cornish Masterplan Area as alleged, repeats paragraph 22A above and says that allegation should be struck out;
- (b) Repeats paragraph 1(b) and (c) above;
- (c) Having been requested, the Plaintiff has refused to provide particulars of what "certain other parts of the Cornish Masterplan Area" are said to be unsound for building;
- (d) For those reasons does not admit the balance of paragraph 24; and
- (e) Does not plead to the particulars.

25.

- (a) Admits SMECTS created and issued SCRs as pleaded; but
- (b) Says that the Second Defendant relied on the SCRs;
- (c) Is not aware of any SCRs that were created or issued by SMECTS Holdings and therefore does not admit that allegation.

25A. Admits paragraph 25A.

25B. Admits paragraph 25B.

26.

- (a) Having been requested, the Plaintiff has refused to provide particulars as to who "some of the Group Members" are or what "some of the new lots or other lots in the Cornish Masterplan Area" are; and

(b) For that reason does not admit paragraph 26 and says it should be struck out.

27.

(a) Admits that the Plaintiff constructed a residential building on the lot he purchased;

(b) If it is an implied allegation, does not admit that the building was constructed with regards to all applicable requirements, including the requirements of the Section 88B Instrument;

(c) Repeats paragraph 1(b) and (c), 24 and 26 above; and

(d) For that reason does not admit the balance of paragraph 27 and says it should be struck out.

28. Does not admit paragraph 28 and says it should be struck out.

29. Does not admit paragraph 29.

30.

(a) Says that the "structural damage" alleged has not been properly pleaded or particularised in the Claim and is therefore vague, embarrassing and causes prejudice to the Second Defendant in that the Second Defendant cannot respond to the allegation in the absence of proper pleadings and particulars;

(b) Having been requested, the Plaintiff has refused to provide particulars of any alleged "structural damage";

(c) Repeats paragraph 1(b) and (c), 24 and 26 above;

(d) The Plaintiff has refused to provide any proper particulars of any alleged defect or damage to his property; and

(e) For those reasons does not admit paragraph 30 and says it should be struck out.

31. Does not understand and does not admit paragraph 31 and says it should be struck out.

32. Does not understand and does not admit paragraph 32 and says it should be struck out.

33. Does not admit paragraph 33 and says it should be struck out.

34. Does not admit paragraph 34 and says it should be struck out.

35. Denies paragraph 35.

### **Risk of Harm**

35A. Does not admit paragraph 35A.

### **Camden Council**

36. Does not plead to paragraph 36.

- 37. Does not plead to paragraph 37.
- 38. Does not plead to paragraph 38.
- 39. Does not plead to paragraph 39.
- 40. Does not plead to paragraph 40.
- 41. Does not plead to paragraph 41.
- 42. Does not plead to paragraph 42.
- 43. Does not plead to paragraph 43.
- 44. Does not plead to paragraph 44.

***Causation and loss***

- 45. Does not plead to paragraph 45.
- 46. Does not plead to paragraph 46.

**CGSF**

***Negligence***

- 47. Does not understand and therefore does not admit paragraph 47 and says it should be struck out.
- 48. Does not admit paragraph 48 and says it should be struck out.
- 49. Does not admit paragraph 49 and says it should be struck out.
- 50. Does not admit paragraph 50 and says it should be struck out.
- 51. Does not admit paragraph 51 and says it should be struck out.
- 52.
  - (a) Does not understand and therefore does not admit the existence of the Risk of Harm as is alleged;
  - (b) Repeats paragraph 1(b) and (c), 24, 26 and 30 above;
  - (c) Says that the phrase "undue settlement" has not been properly pleaded or particularised in the Claim and is therefore vague, embarrassing and causes prejudice to the Second Defendant in that the Second Defendant cannot fully respond to the allegation in the absence of proper pleadings and particulars; and
  - (d) For those reasons does not admit paragraph 52 and says it should be struck out.

53.



- (a) Says that the Camden Council entered into a Deed of Reciprocal Land Transfer dated 3 May 2007 with the Second Defendant in which Camden Council was contractually obligated, if it did certain work, to do it to a particular standard identified in the deed;
- (b) Says that the standards specified in the Deed of Reciprocal Land Transfer dated 3 May 2007 were in accordance with the applicable Australian Standards and/or the standards the Second Defendant was advised by Lean & Hayward, civil engineers and project managers, were required to render the land suitable for residential development, subject to compliance with any conditions specified by Camden Council in the relevant development approval of the Council Land;
- (c) Says that the Camden Council represented to the Second Defendant (expressly, impliedly and by silence) that work performed by the Camden Council on Council Land had been performed in accordance with the standards specified in the Deed of Reciprocal Land Transfer dated 3 May 2007 at clause 4 and that all relevant development approvals applicable to the land where the Work had been carried out had been satisfied, save to the extent rectification work was identified as required in the GeoEnviro Consultancy Pty Ltd report dated 20 October 2010;
- (d) Says that the Second Defendant performed all rectification work identified as required in the GeoEnviro Consultancy Pty Ltd report dated 20 October 2010;
- (e) Says that Camden Council certified that each requirement specified in the relevant development approvals had been satisfied;
- (f) Says that SMECTS represented to the Second Defendant (expressly, impliedly and by silence) that work performed by the Camden Council on Council Land had been performed in accordance with the standards specified in the Deed of Reciprocal Land Transfer dated 3 May 2007 at clause 4, that all relevant development approvals applicable to the land where the work had been carried out had been satisfied and that it had conducted geotechnical investigation services and remedial bulk earthworks support services;
- (g) Says that the Second Defendant relied upon the matters set out in (a)-(f) above;
- (h) Says in relation to the lots in the Council Land the above steps amounted to the Second Defendant taking all reasonable steps and reasonable precautions so as to satisfy itself that the lots in the Council Land were suitable for residential building subject to compliance with any conditions specified by Camden Council in the relevant development approvals; and

- (i) Says that in relation to the “certain parts of the Cornish Masterplan Area” beyond the Council Land the Second Defendant repeats paragraph 1(b) and (c), 24, 26 and 30 and for those reasons does not admit the balance of paragraph 53 and says it should be struck out.

54. Denies it has breached any duty of care to the Plaintiff or any Group Members within the Council Land but otherwise does not admit paragraph 54 and says it should be struck out.

***Australian Consumer Law***

55. Admits paragraph 55.

55A. Does not understand and therefore does not admit to paragraph 55A.

55B.

- (a) Repeats paragraph 1(b) and (c), 24, 26 and 30 above;
- (b) Says the Plaintiff has not pleaded or particularised the “uncontrolled fill” that was allegedly used in respect of the Council Land and the allegations therein are vague, embarrassing and cause prejudice to the Second Defendant in that the Second Defendant cannot fully respond to the allegation in the absence of proper pleadings and particulars;
- (c) Says the Plaintiff has not pleaded or particularised the “risk of settlement” that allegedly was present in respect of the Council Land and the allegations therein are vague, embarrassing and cause prejudice to the Second Defendant in that the Second Defendant cannot fully respond to the allegation in the absence of proper pleadings and particulars;
- (d) Says the Plaintiff has not pleaded or particularised how the Council Land was allegedly “unsuitable for building” and the allegations therein are vague, embarrassing and cause prejudice to the Second Defendant in that the Second Defendant cannot fully respond to the allegation in the absence of proper pleadings and particulars; and
- (e) For those reasons does not admit paragraph 55B and says it should be struck out.

56. Denies paragraph 56.

57. Denies paragraph 57.

57A. Denies paragraph 57A.

***Causation and loss***

58. Denies paragraph 58 and says further that if property values in the Spring Farm Area have been diminished by some perception of a stigma, such perception is as a direct result of

the Plaintiff bringing these proceedings which contain allegations for which there are no reasonable grounds to make. It is the bringing and maintenance of these proceedings with those allegations, together with the statements made to the public by the Plaintiff and his solicitors that have caused any economic loss, which is denied.

59. In the absence of any particulars being provided at all to any loss or damage to the Plaintiff or any Group Members does not admit paragraph 59.

## **SMEC TS**

### ***Negligence***

60. Does not plead to paragraph 60.  
 61. Does not plead to paragraph 61.  
 62. Does not plead to paragraph 62.  
 63. Does not plead to paragraph 63.  
 64. Does not plead to paragraph 64.  
 65. Does not plead to paragraph 65.  
 66. Does not plead to paragraph 66.  
 67. Does not plead to paragraph 67.  
 68. Does not plead to paragraph 68.  
 69. Does not plead to paragraph 69.

### ***Australian Consumer Law***

70. Does not plead to paragraph 70.  
 70A. Does not plead to paragraph 70A.  
 70B. Does not plead to paragraph 70B.  
 71. Does not plead to paragraph 71.  
 72. Does not plead to paragraph 72.  
 72A. Does not plead to paragraph 72A.

### ***Causation and loss***

73. Does not plead to paragraph 73.  
 74. Does not plead to paragraph 74.

## **Common Questions of Law or Fact**

- 75.

- (a) Denies that there are any common questions or claims as between the Plaintiff and each Group Member because:
- (i) firstly the pleading is so vague, embarrassing and causes prejudice to the Second Defendant in that the Second Defendant is unable to plead to it so that any issues between the Plaintiff and Second Defendant are not properly defined and therefore cannot be the basis of any common questions;
  - (ii) secondly any decisions made as to whether to compact, cut or fill soil in any particular instance was done in relation to and specific to each lot and determination by the Court as to the level of compaction, fill and/or cutting and the adequacy of such conduct for any particular lot and whether any lot is "suitable for residential building" is therefore not a common question for another lot; and
  - (iii) thirdly, all steps taken and decisions made by the Second Defendant in relation to any lots within the Council Land were entirely different to those taken for other lots beyond the Council Land such that there are no common questions between anything that happened on the Plaintiff's land and those lots;
- (b) Says further that if in the alternative there are any common questions, they are insufficient in content or quantity to justify the continuation of the proceedings as a representative proceeding;
- (c) Says further, in answer to the whole of the Claim, the Court ought to make an order disallowing the continuation of the proceedings as a representative proceedings.

76. Does not plead to paragraph 77.

#### **Further Defence**

#### **Proportionate Liability and Concurrent Wrongdoers**

77. The Second Defendant repeats its pleaded response to the allegations as set out above, but for the purposes of this part of its defence, and only to the extent that the allegations in the Claim are capable of being understood, which the Second Defendant says they are not, the Second Defendant says the following.

#### ***The First Defendant – Camden Council***

78. The claims as against the Second Defendant are apportionable claims for the purposes of:

- (a) Section 34(1) of the CLA; and

(b) Sections 87CB and 87CD of the *Competition and Consumer Act 2010*.

79. For the purposes of this proportionate liability pleading only, and only to the extent that the allegations in the Claim are capable of being understood, which the Second Defendant says they are not, the Second Defendant repeats paragraphs 36 to 46 of the Claim and/or the matters set out and alleged in the Second Defendant's pleaded claim against Camden Council in proceedings 2019/147031 which the Second Defendant now repeats, says by reason of those matters pleaded:

- (a) Camden Council is a concurrent wrongdoer for the purposes of Section 34(2) of the CLA and Section 87CB(3) of the CCA; and
- (b) Any liability of the Second Defendant that may be established ought to be reduced to zero or such other amount having regard to the extent of the responsibility of Camden Council for the loss and damage suffered by the Plaintiffs and group members, if any.

#### **Particulars**

- (i) Section 35 of the CLA and 87CD of the CCA.

#### ***The Third Defendant – SMECTS***

80. The claims as against the Second Defendant are apportionable claims for the purposes of:

- (a) Section 34(1) of the CLA; and
- (b) Sections 87CB and 87CD of the *Competition and Consumer Act 2010*.

81. For the purposes of this proportionate liability pleading only, and only to the extent that the allegations in the Claim are capable of being understood, which the Second Defendant says they are not, the Second Defendant repeats paragraphs 60 to 74 of the Claim and/or the matters set out and alleged in the Second Defendant's pleaded claim against SMECTS in proceedings 2019/147031 which the Second Defendant now repeats and says by reason of those matters pleaded:

- (a) The Third Defendant is a concurrent wrongdoers for the purposes of Section 34(2) of the CLA and Section 87CB(3) of the CCA; and
- (b) Any liability of the Second Defendant that may be established ought to be reduced to zero or such other amount having regard to the extent of the responsibility of the Third Defendant for the loss and damage suffered by the Plaintiffs and group members, if any.

### Particulars

- (i) Section 35 of the CLA and 87CD of the CCA.

#### ***Builders, Engineers and other consultants and/or contractors and the Plaintiff***

82. The Second Defendant repeats paragraph 1(b) and (c), 24, 26 and 30 and says because the “certain parts of the Cornish Masterplan Area” have not been particularised or identified by the Plaintiff and the Plaintiff has not particularised his own damage, the Second Defendant is:

- (a) unable to presently identify other potential concurrent wrongdoers in relation to those parts of land or residential buildings and reserves the right to plead and particularise any such additional claims when it becomes aware of what parts of the Cornish Masterplan Area are being identified;
- (b) is unable to presently identify other potential concurrent wrongdoers in relation to the Plaintiff’s Property and reserves the right to plead and particularise any such additional claims, including any claim of contributory negligence against the Plaintiff in relation to steps the Plaintiff has taken in relation to the building or construction of any structures on his Property and reserves the right to plead and particularise any such additional claims when it becomes aware of what damage is being claimed; and
- (c) notifies the Plaintiff, for the purposes of ss 35A of the CLA and 87CE of the CCA that the Second Defendant is not presently able to form reasonable grounds against such entities until the parts of Cornish Masterplan Area are identified by lot number and the particulars of damage claimed by the Plaintiff are identified.

#### **Contributory Negligence/Failure to Mitigate**

83. Further, and in the alternative, the Second Defendant:

- (a) says that to the extent the Plaintiff has failed to follow all requirements relating to the construction of the dwelling on his Property, including:
  - (i) following the conditions of the 88B Instrument attached to the Certificate of Title for the Property; and/or
  - (ii) the requirements of the Mine Subsidence Board or under the *Mine Subsidence Compensation Act 1961* (NSW);
- (b) says that to the extent the Plaintiff has allowed the installation of an underground water tank on the Property; and
- (c) repeats paragraph 58 above;

the Plaintiff has thereby materially caused any loss or damage, if such loss or damage is found to exist, which is denied.

84. Further, and in the alternative, the Plaintiff has failed to take any or any reasonable steps to mitigate his loss.

**Particulars**

- (i) On 6 August 2021, the Second Defendant sent the Plaintiff a proposal to rectify damage to his property (the **Plaintiff Proposal**) and the Plaintiff did not accept the Plaintiff Proposal and he made the Plaintiff's Representations as to Stigma;
- (ii) On 22 October 2021, the Second Defendant sent the Plaintiff a further proposal to rectify any damage to his property (the **Second Plaintiff Proposal**) and the Plaintiff did not accept the Second Plaintiff Proposal; and
- (iii) At all material times the Plaintiff knew or reasonably ought to have known that his property was located within a mine subsidence district, as defined under s.15 of the *Mine Subsidence Compensation Act 1961* (NSW), and failed to take any or any reasonable steps to make a claim for compensation under s.12 or s.12A of the *Mine Subsidence Compensation Act 1961* (NSW) for loss.

85. Further, and in the alternative, the Group Members have failed to take any or any reasonable steps to mitigate their loss.

**Particulars**

- (i) On 22 October 2021, the Second Defendant sent certain people it believed to be Group Members a proposal to rectify damage to their respective properties where applicable (the **Group Proposal**) and the Group Members did not respond to the Group Proposal; and
- (ii) At all material times the Group Members knew or reasonably ought to have known that their respective properties were located within a mine subsidence district, as defined under s.15 of the *Mine Subsidence Compensation Act 1961* (NSW), and failed to take any or any reasonable steps to make a claim for compensation under s.12 or s.12A of the *Mine Subsidence Compensation Act 1961* (NSW) for loss.



### Releases provided by Group Members to the Second Defendant

86. Further, and in the alternative, to the extent any of the alleged Group Members are entities that have entered into a Deed of Release with the Second Defendant in relation to matters raised in this Claim and any property they own in the suburb of Spring Farm and have not opted out of these proceedings, they are not entitled at law to payment of any further compensation from the Second Defendant beyond what was agreed to and referred to in the terms of the Deed of Release. The Second Defendant is presently unable to identify if any such people are Group Members.

### Compensation provided to Group Members by the Second Defendant

87. Further, and in the alternative, to the extent any of the Group Members have received compensation from the Second Defendant in relation to matters raised in this Claim and any property they own in the suburb of Spring Farm and have not opted out of these proceedings, any compensation or relief awarded to them and ordered to be paid by the Second Defendant in these proceedings must take account of the compensation already provided by the Second Defendant. The Second Defendant is presently unable to identify if any such people are Group Members.

### SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 of the *Legal Profession Uniform Law Application Act 2014* that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the defence to the claim for damages in these proceedings has reasonable prospects of success.

Signature



Capacity

Solicitor on record

Date of signature

18 / 10 / 2022



**AFFIDAVIT VERIFYING**

Name: Brett Cornish  
Address: Suite 6, 3-7 Park Avenue, Drummoyne NSW 2047  
Occupation: Managing Director  
Date: 18 October 2022

I say on oath:

1. I am the director of Cornish Group Spring Farm Pty Ltd, the second defendant and am authorised to verify this defence on its behalf.
2. I believe that the allegations of fact contained in this defence are true.
3. I believe that the allegations of fact that are denied in this defence are untrue.
4. After reasonable inquiry, I do not know whether or not the allegations of fact that are not admitted in this defence are true.

SWORN at Sydney

Signature of deponent



**Brett Cornish**

Name of witness

Bharath Balasubramanian

Address of witness

1st Floor, 154 Elizabeth Street, Sydney NSW 2000

Capacity of witness

Solicitor

Justice of the peace / Solicitor / Barrister / Commissioner for affidavits / Notary public

And as a witness, I certify the following matters concerning the person who made this affidavit (the **deponent**):

- 1 I saw the face of the deponent
- 2 I have known the deponent for at least 12 months.

~~# I have confirmed the deponent's identity using the following identification document:~~

Identification document relied on (may be original or certified copy)\*

Signature of witness

