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Ms Anne Turner
Advisory Officer (Legal)
Standing Committee on Legislation
Legislative Council
GPO Box A11
PERTH WA 6837

Date: 29 October 2015

By email: lclc@parliament.wa.gov.au

Confidential

Dear Ms Turner

INQUIRY INTO BELL GROUP COMPANIES (FINALISATION OF MATTERS AND DISTRIBUTION OF PROCEEDS) BILL 2015 (BILL)

We refer to our letter to you dated 26 October 2015, and provide the following further comments.

Answer 2

The application filed by the liquidator referred to in the final paragraph of paragraph (3) of this answer was heard today in the Federal Court, by Justice McKerracher.

Orders were made by his Honour in terms sought by the liquidator, thereby entitling the liquidator to enter into a funding agreement by which Maranoa Transport Pty Ltd ACN 009 668 393 (In Liquidation) will pay one of the WA Bell Companies' (that is, The Bell Group Limited (In Liquidation)) 50% share of the costs and expenses of the windings up of the Bell Group companies.

Answer 4

The 3rd paragraph of our answer to this question says: "*Instead, as stated in part 2.4 of the Further Supplementary Submission, clause 27(4) and (5) ensure the Settlement Deed remains enforceable.*" This sentence should have read "*Instead, as stated in part 2.4 of the Further Supplementary Submission, clause 27(4) and (5) ensure that upon dissolution of the WA Bell Companies, the Settlement Deed remains enforceable.*"

The Further Supplementary Submission also contains the statement that: "*However, the operation of clauses 27 (4) and (5) ensure the Settlement Deed remains enforceable, together with any rights or entitlements owed to, or by, any party not otherwise affected by the Bill, such as BGUK. BGUK therefore is not adversely affected by the operation of clauses 22 and 25 of the Bill.*" This paragraph should have read: "*However, the operation of clauses 27 (4) and (5) ensure that upon dissolution of the WA Bell Companies the Settlement Deed remains enforceable, together with any rights or entitlements owed to, or*

by, any party not otherwise affected by the Bill, such as BGUK. BGUK is not otherwise adversely affected by the operation of clauses 22 and 25 of the Bill.

The 4th paragraph of our answer to this question said: "*Although clause 27(4) could possibly be amended to state subsection 27(5) does not apply to the Settlement Deed, for the reasons outlined above, it is not necessary.*" This sentence should have said clause 27(5) could be amended to state subsection 27(5) "*does*" - rather than "*does not*", - apply to the Settlement Deed, and therefore read "*Although clause 27(4) could possibly be amended to state subsection 27(5) does apply to the Settlement Deed, for the reasons outlined above, it is not necessary*".

We would grateful if you draw this information to the Committee's attention, and apologise for any inconvenience caused by our error.

We enclose a marked-up, and a clean copy of our letter to you dated 26 October 2015, with the amendments referred to in relation to Answer 4, and our email to you last night. The attached clean copy of that letter may be attached to the Committee's report.

Yours sincerely



DAVID HARGREAVES
SENIOR ASSISTANT STATE SOLICITOR