SUPREME COURT OF QUEENSLAND

CITATION:	*Healy v Logan City Council* [2016] QCA 314
PARTIES:	**MICHELLE MAREE HEALY** (applicant) **v** **LOGAN CITY COUNCIL** (respondent)
FILE NO/S:	Appeal No 2248 of 2016 DC No 143 of 2016
DIVISION:	Court of Appeal
PROCEEDING:	Application for Leave s 118 DCA (Civil)
ORIGINATING COURT:	District Court at Brisbane – [2016] QDC 15
DELIVERED ON:	25 November 2016
DELIVERED AT:	Brisbane
HEARING DATE:	22 July 2016
JUDGES:	Fraser and Morrison JJA and Burns J Separate reasons for judgment of each member of the Court, each concurring as to the orders made
ORDERS:	**1. Grant the applicant leave to appeal from the orders in the District Court limited to the question concerning the proper construction of section 279(1) of the *Workers' Compensation and Rehabilitation Act* 2003 (Qld).** **2. Dismiss the appeal.** **3. Order the applicant to pay the respondent's costs of the application and the appeal.**
CATCHWORDS:	INTERPRETATION – GENERAL RULES OF CONSTRUCTION OF INSTRUMENTS – GENERAL MATTERS – where the applicant applies for leave to appeal against an order made by a judge of the District Court pursuant to s 287 of the *Workers' Compensation and Rehabilitation Act* 2003 (Qld) ('the Act') that the respondent comply with its obligations under s 279(1) of that Act by providing the applicant with certain information but otherwise dismissing the applicant's application – where the applicant contends that the duty to cooperate expressed in the introductory words of s 279(1) of the Act extends to information which is not comprehended within s 279(1)(b) – where the applicant further submits that the phrase 'in particular by' means 'especially' – where the applicant submits that the narrow construction preferred by the primary judge did not give effect to the applicable objects of

	the Act – where the respondent submits that the primary judge's interpretation of s 279 is correct – whether the primary judge's construction of s 279 is correct
	Motor Accident Insurance Act 1994 (Qld), s 45(1), s 47 *WorkCover Queensland Amendment Bill* 2001 *Workers' Compensation and Rehabilitation Act* 2003 (Qld), s 279(1), s 287
	Australian Associated Motor Insurers Ltd v McPaul [2006] 1 Qd R 201; [2005] QSC 278, cited *Cameron v RACQ Insurance Limited* [2013] QSC 124, cited *Canadian National Railways v Canadian Steamship Lines Ltd* [1945] AC 204, cited *Gitsham v Suncorp Metway Insurance Ltd* [2003] 2 Qd R 251; [2002] QCA 310, cited *Healy v Logan City Council* [2016] QDC 15, related *Inland Revenue Commissioners v Parker* [1966] AC 141, cited *Maguire v Woolworths Ltd*, Unreported, Supreme Court of Queensland, SC 9924 of 2009, Peter Lyons J, 25 September 2009, cited *Pepper v Attorney-General (Qld) [No 2]* [2008] 2 Qd R 353; [2008] QCA 207, cited *Rice Growers Co-Operative Mills Ltd v Bannerman* (1981) 56 FLR 443; [1981] FCA 211, cited *RSL (Queensland) War Veterans Homes Limited & Ors v Palma* [2010] QSC 222, cited *Suncorp Metway Insurance Ltd v Brown* [2005] 1 Qd R 204, [2004] QCA 325, cited *Suncorp Metway Insurance Ltd v Hill* [2004] 2 Qd R 681; [2004] QCA 202, cited
COUNSEL:	G J Cross for the appellant W D P Campbell for the respondent
SOLICITORS:	Patinos Personal Lawyers for the appellant Jensen McConaghy Solicitors for the respondent

[1] **FRASER JA:** The applicant, who is the plaintiff in proceedings in the District Court, applies for leave to appeal under s 118(3) of the *District Court of Queensland Act* 1968 against an order made by a judge of that court pursuant to s 287 of the *Workers' Compensation and Rehabilitation Act* 2003 that the respondent (the defendant in the District Court proceedings) comply with its obligations under s 279(1) of that Act by providing the applicant with certain information but otherwise dismissing the applicant's application.

[2] The applicant argues that leave to appeal should be granted because it is reasonably arguable that the primary judge erred in construing s 279(1) and the applicant will suffer a substantial injustice by the non-receipt of information she requested unless that error is corrected.[1] The respondent argues that the primary judge's interpretation of s 279 is plainly correct but the respondent does not contend that the construction question is not important.

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1 *Pickering v McArthur* [2005] QCA 294; *Harvey v Henzell & Ors* [2015] QCA 261.

[3] The resolution of the issue which the applicant seeks to agitate about the construction of s 279(1) is likely to have an impact extending beyond these parties. The construction propounded by the applicant is reasonably arguable. Leave to appeal should be granted, limited to the question concerning the proper construction of s 279(1).

[4] Section 279 provides:

> "(1) The parties must cooperate in relation to a claim, in particular by—
>
> (a) giving each other copies of relevant documents about—
>
> (i) the circumstances of the event resulting in the injury; and
>
> (ii) the worker's injury; and
>
> (iii) the worker's prospects of rehabilitation; and
>
> (b) giving information reasonably requested by each other party about—
>
> (i) the circumstances of the event resulting in the injury; and
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> (ii) the nature of the injury and of any impairment or financial loss resulting from the injury; and
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> (iii) if applicable—the medical treatment and rehabilitation the worker has sought from, or been provided with, by the worker's employer or the insurer; and
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> (iv) the worker's medical history, as far as it is relevant to the claim; and
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> (v) any applications for compensation made by the claimant or worker for any injury resulting from the same event.
>
> (2) Subsection (1)(a) applies to relevant documents that—
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> (a) are in the possession of a party; or
>
> (b) are reasonably required by WorkCover from the worker's employer under section 280.
>
> (3) A claimant and an insurer must give each other copies of the relevant documents within 21 business days after the claimant gives the insurer a notice of claim.
>
> (3A) An insurer and a contributor must give each other copies of the relevant documents within 21 business days after the insurer gives the contributor a contribution notice.
>
> (3B) A contributor must give the claimant copies of the relevant documents within 21 business days after the insurer gives the contributor a contribution notice.
>
> (3C) If the relevant documents come into a party's possession later than the time mentioned in subsection (3), (3A) or (3B), a party

> mentioned in the subsection must give the other party mentioned in the subsection a copy of the relevant documents within 21 business days after they come into the party's possession.
>
> (4) A party must respond to a request from another party under subsection (1)(b) within 21 business days after receiving it.
>
> (5) This section is subject to section 284.
>
> (6) In this section—
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> ***relevant documents*** means reports and other documentary material, including written statements made by the claimant, the worker's employer, a contributor, or by witnesses."

[5] The applicant made a very extensive request for information to the respondent. The primary judge found that some of the information sought by the applicant was not information of the kind described in paragraph (b) of s 279(1).

[6] The primary judge held that upon the proper construction of s 279(1) the applicant was not entitled to that information. The primary judge construed s 279(1) as imposing a duty to cooperate as particularised in paragraphs (a) and (b); the expression "in particular" in s 279(1) did not mean "including" but instead confined the duty to cooperate by specifying the extent of that duty with greater precision. The primary judge considered that construction gave effect to the ordinary meaning of the expression "in particular" and was consistent with the ordinary purpose of particulars in a legal context being to operate in a confining fashion. The primary judge considered that an interpretation of "in particular" as meaning "including" would effectively deprive paragraphs (a) and (b) of meaning. It would do so even though those paragraphs confined what was required to be given to information "reasonably" requested about the matters specified in paragraph (b)(i) – (v) and copies of documents which were "relevant" and concerned the matters specified in paragraph (a)(i) – (iii) (which was given more point by the definition of "relevant documents" in s 279(6)); and it would do so even though the limitations in paragraphs (a) and (b) were themselves informed by definitions of "event" and "latent onset injury". ("event" is defined in s 31. The term "latent onset injury", which appears in the definition of "event", is defined in schedule 6 of the Act.)

[7] The applicant argues that the duty to cooperate expressed in the introductory words of s 279(1) extends to information which is not comprehended within paragraph (b) of s 279(1). In support of this argument, the applicant's counsel cited definitions of "in particular" in the Macquarie Dictionary,[2] and the Concise Oxford Dictionary. One might also refer to other dictionaries, such as Chamber's dictionary, 11th edition, but the dictionary definitions merely confirm that "in particular" has a range of meanings which relevantly include "especially", "particularly", and "in detail". The applicant advocated "especially" as the meaning of the expression "in particular by". The adoption of that meaning would seem to convey that the duty to cooperate in the specified ways is more important than other aspects of a general duty to cooperate in relation to a claim. That interpretation does not seem consistent with the circumstance that every non-fulfilment of the duty to cooperate imposed by s 279(1) produces precisely the same legislated consequences: s 287 empowers a court to order the relevant party to comply with the provision, and to make consequential or ancillary

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[2] Federation Edition: M-Z (The Macquarie Library).

orders that may be necessary or desirable; a document which should have been but was not disclosed to another party cannot be used by the non-disclosing party in a subsequent court proceeding for the claim unless the court otherwise orders (s 285(2)); and a claimant who is guilty of non-compliance with the duty to cooperate will not be entitled to start a proceeding in a court for damages (s 295).

[8] Otherwise, the constructional choice for "must cooperate…,in particular by" seems to be between the broad meaning of "must cooperate… particularly (in the sense of "including") by" and the narrow meaning of "must cooperate… in detail (in the sense of specifying the extent of the duty to cooperate) by". Both meanings are open on the text but, in my view, the relevant contextual indications uniformly militate against the broad construction and in favour of the narrow construction.

[9] As the primary judge explained, aspects of the text of s 279(1) which follow the expression in issue are inimical to the existence of an unqualified duty of cooperation which would require the parties to give each other information (or copies of documents) other than those which are described in paragraphs (a) and (b). There is first the limiting descriptions in paragraphs (a) and (b) of the information (and copy documents) to be given, including the use in those descriptions of precise language and terms which are defined elsewhere in the same Act. The applicants' construction would deprive those provisions of their apparently intended effect of identifying the classes of documents and information which the parties are required to exchange. The difficulty of accepting that the legislative purpose extended to allowing paragraphs (a) and (d) to be side-stepped in that way is increased by the circumstance that those paragraphs appear to "cover the whole field" of what each of the parties would want to know about the claim.[3] Furthermore, as the primary judge noted, a general duty to cooperate created only by the introductory words would not be qualified even by reference to what was reasonable. Upon the applicant's construction, the qualification of relevance in paragraph (a) (and reasonableness in s 279(2)(b)) and the qualification of reasonableness in paragraph (b) would be inapplicable in relation to the parties' general obligation to "co-operate in relation to a claim". All that would be required is a relationship between the information or document and the claim. That is one of the surprising consequences of the applicant's construction.

[10] I would add reference to another contextual matter which points in the same direction. Subsection 279(4) imposes a time limit for giving information requested by another party and subsections 279(3) – (3C) impose time limits for giving copies of "the relevant documents". The terms of those provisions make it clear that the time limits relate only to documents falling within paragraph (a) and information falling within paragraph (b). Upon the applicant's construction, no time limits would be specified for the unqualified duty to cooperate in relation to a claim. This is another surprising consequence of the applicant's construction.

[11] The contrast between the language of s 279 and that of s 280 also supports the narrow construction. Section 280(1) imposes upon an employer against whom negligence is alleged in connection with a claim an obligation to "cooperate fully with and give WorkCover all information and access to documents in relation to the claim that WorkCover reasonably requires." It is not difficult to understand the legislative policy undermining that very broad duty of cooperation. The point of present relevance though is the difference between the detailed terms of the s 279 and the generality of the language used in s 280(1) to impose a duty of cooperation. That contrast suggests

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3 See *Gitsham v Suncorp Metway Insurance Limited* [2003] 2 Qd R 251 at [66].

that, unlike s 280(1), s 279(1) does not create a general duty of cooperation which requires a party to give all information and copies of documents requested by the other party, qualified only by a requirement of reasonableness.

[12] Bearing in mind the absence of any description of the documents or information required to be exchanged by the general duty to cooperate propounded by the applicant (other than an unspecified relationship between the documents or information and the claim) and the absence of any legislated time limits for compliance with the postulated duty, upon the applicant's construction it would not be an easy task for a party to determine whether or not that party or another party had complied with the postulated duty. In this context, the significance of the consequences legislated in s 285 and s 295 for a failure to comply with the duty imposed by s 279 also makes the construction propounded for the applicant seem unlikely to reflect the legislative intention.

[13] Contrary to one of the applicant's arguments, upon her construction the general duty of cooperation would not be confined to the matters described in paragraphs (a) and (b) together with any documents or information requested by the other party or parties. The reference to a request for information appears only in paragraph (b), but the applicant's construction depends upon the general introductory words of s 279(1) not being qualified by any of the text following the expression "in particular by—". In any event, paragraph (a) does not refer to any request for copies of documents.

[14] The applicant argued that the narrow construction preferred by the primary judge did not give effect to the applicable objects of this legislation. Section 279 is in Pt 5 of the Act, the object of which is stated in s 273 as being "to facilitate the just and expeditious resolution of the real issues in a claim for damages at a minimum of expense." Section 274 provides that Pt 5 "is to be applied by the parties to avoid undue delay, expense and technicality and to facilitate the object", each party impliedly undertakes to the other to proceed in an expeditious way, and a court may impose appropriate sanctions for non-compliance with a provision of Pt 5. The applicant referred also to provisions which are evidently designed to facilitate the stated object of Pt 5, including the provisions in Pt 6 for the holding of a compulsory conference and the exchange of settlement offers.[4]

[15] The primary judge referred to sections 273 and 274 and observed that the effect of the applicant's argument was that it was permissible for a party to deliver the equivalent of wide-ranging interrogatories about circumstances which might justify a claim for damages against the defendant. The primary judge referred to the experience of the courts that the delivery of wide-ranging interrogatories in litigation, which was subsequently prohibited without leave, had unnecessarily increased the costs and delay of litigation. The applicant argued that the broad construction she propounded was justified by provisions which distinguished claims under the Act from claims brought pursuant to other legislation, and by the facts that; a claimant is entitled to make only one final offer to settle at the compulsory conference which can be considered by the trial judge, a claimant is obliged five days before the compulsory conference to certify that the complainant is completely ready for the conference and that all investigative material required has been obtained, and a claimant is bound by a formal offer made at the formal conference at the trial of the action.[5] The applicant argued that the primary judge's references to the disadvantages of interrogatories should be limited to the context provided by the *Uniform Civil Procedure Rules*,

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4 Sections 289 and 292.

5 Sections 290A, 292 and 316(1) (noting the exception in s 318B(3)).

under which litigants are not constrained by a requirement to make a binding formal offer in a pre-litigation conference. The applicant referred also to a statement by Jerrard JA in *Suncorp Metway Insurance Ltd v Hill*[6] to the effect that information might be reasonably requested under s 45(1) of the *Motor Accident Insurance Act* 1994 even if the questions were in the form of interrogatories and appeared to be fishing.

[16] Whilst it might be said that the object of facilitating justice supports the broad construction of s 279, that construction might be thought to be at odds with the requirement to pursue expedition in the resolution of the real issues in a damages claim and at a minimum of expense. In my view, the generality of the expressed objects of Pt 5 and the overriding obligations of the parties in ss 273 and 274 renders those provisions, and statements in the Explanatory Memorandum which refer to them, of no real assistance in the resolution of the question in this application. Nor does the history of s 279(1) and the provisions which preceded it, or a comparison between s 279(1) and similar provisions in other statutes, materially assist in the present context. Similarly, the Explanatory Memorandum for the *WorkCover Queensland Amendment Bill* 2001 (which replaced s 283, a predecessor of s 279(1), with a new provision substantially in the form of the current s 279(1)), does not provide material assistance upon the present question.

[17] The applicant argued that the primary judge's interpretation conflicted with *Pepper v Attorney-General (Qld) [No 2]*.[7] In that case, Muir JA (with whose reasons de Jersey CJ and I agreed) said:

> "The normal role of the words "in particular" appearing after words describing a class of matters or matters of a general nature is to identify a specific matter or specific matters which come within the general class or description.[8] The expression is not one of limitation."[9]

[18] That case concerned the *Judicial Review Act* 1991 (Qld). Section 31 provided that in part of the Act the expression "decision to which this part applies" did not include "a decision in a class of decisions set out in schedule 2". Schedule 2, Item 1 referred to "Decisions relating to the administration of criminal justice, and, in particular…" There followed a series of sub-paragraphs which described decisions which might be thought to relate to the administration of criminal justice, including, for example, "decisions in relation to the investigation or prosecution of persons for offences…". The introductory words in schedule 2 differ from s 279(1) of the *Workers' Compensation and Rehabilitation Act* 2003 by the presence in schedule 2 of the word "and" before the expression "in particular". The same expression, "…and, in particular—", was also used in the cases cited by Muir JA, namely, *Rice Growers Co-Operative Mills Ltd v Bannerman, Inland Revenue Commissioners v Parker,*[10] and *Canadian National Railways v Canadian Steamship Lines Ltd*.[11] This textual distinction arguably makes s 279(1) more readily open to the construction that what is stated after "in particular" confines the generality of what appears before that expression, but I would attribute much more significance to contextual differences between s 279(1) and the legislation in issue in *Pepper v Attorney-General (Qld) [No 2]* and the cases cited in that case.

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6 [2004] 2 Qd R 681; [2004] QCA 202 at [31].
7 [2008] 2 Qd R 353.
8 Muir JA cited, as an example, *Rice Growers Co-Operative Mills Ltd v Bannerman* (1981) 56 FLR 443 at 449 per Bowen CJ and Franki J.
9 At [28].
10 [1966] AC 141 at 161.
11 [1945] AC 204 at 211.

Muir JA quoted with approval the statements in *Statutory Interpretation*,[12] that, "[t]he *ejusdem generis* principle is presumed not to apply where apparently general words are followed by narrower words suggesting a genus more limited than the initial general words, if taken by themselves, would indicate" but that the question was "always, one of the legislator's intention".[13] That is consistent with his Honour's reference to the "normal" meaning of the expression "in particular". No hard and fast rule can be laid down about the effect of expressions which, like the expression in issue in this case, may vary in meaning according to the context in which they are used. Reference to the distinctive contextual matters in the *Workers' Compensation and Rehabilitation Act* 2003 which I have mentioned supports the conclusion that, unlike the provision considered in *Pepper v Attorney-General (Qld) [No 2]*, s 279(1) conveys the meaning "… "namely" … or … "particulars of which are …"".[14]

[19] The applicant referred to decisions upon the *Motor Accident Insurance Act* 1994. Section 45(1) of that Act commenced: "A claimant must cooperate with the insurer and, in particular—". There followed paragraphs (a) and (b) in terms which are very similar to s 279(1)(a). A corresponding duty of cooperation was imposed upon the insurer by s 47 of the *Motor Accident Insurance Act* 1994. In *Suncorp Metway Insurance Ltd v Brown*,[15] the question was whether s 45 imposed an obligation on a claimant to allow the insurer to obtain from a third party documents concerning the claimant held by the third party, by executing a required form of request to the third party. Williams JA said:

> "The learned judge at first instance construed s 45 of the Act narrowly. Relevantly he said that the "form of words used by the legislature" in s 45 "means literally that the duty is to co-operate with the insurer in the particular ways specified in paragraphs (a) and (b)." In other words the introductory requirement that a "claimant must co-operate with the insurer" is limited to the particular ways subsequently set out.
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> In this court Senior Counsel for the respondent submitted that the construction placed on the provisions at first instance was correct. He also contended that material on Centrelink's file concerning the respondent was confidential, and the court should not compel disclosure unless the language of the statute clearly revealed an intention to empower the court to make such an order. By signing the s 37 notice it was contended that the respondent had done all that the legislation required of him.
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> When regard is had to the objects of the legislation set out in s 3, and in particular the object "to encourage the speedy resolution of personal injury claims resulting from motor vehicle accidents", the intent of the legislature, in my view, was to impose a broad general duty on a claimant to cooperate with the insurer. To that end the claimant is obliged by s 37 and s 45, amongst others, to provide very detailed information to the insurer at an early stage. There is, albeit impliedly, a clear obligation on the claimant to do all things necessary to provide the insurer with the information referred to in those two sections."

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12 Bennion AR, F 4th Ed, Butterworths, 2002 at 1064. Muir JA also cited other leading texts on statutory interpretation and the Privy Council's decision in *Canadian National Railways v Canadian Steamship Lines Ltd* [1945] AC 204 at 211.

13 At [32].

14 [2008] 2 Qd R 353 at 363 at [27].

15 [2005] 1 Qd R 204 at [12] – [14].

[20] As the primary judge considered, Williams JA held that s 45 obliged the insurer to do all things necessary to provide the insurer with the information referred to in s 45. His Honour did not decide that the duty of cooperation extended to the provision of documents or information which did not fall within paragraphs (a) and (b). That is consistent with McPherson JA's observation that "restricted in the way proposed by Williams JA", facilitating the production of the information sought by the insurer "falls fairly within the duty of co-operation mandated by s 45(1)(b)(iv)." Holmes J (as the Chief Justice then was) agreed with both Williams JA and McPherson JA. Thus, whilst *Suncorp Metway Insurance Limited v Brown* suggests a broad view of the extent of the parties' duties to cooperate in relation to the documents and information described in paragraphs (a) and (b) of s 279(1), it does not suggest that s 279(1) imposes a general duty of cooperation upon a party in relation to any other documents and other information. I note also that in *Suncorp Metway Insurance Ltd v Hill*,[16] whilst Jerrard JA (with whose reasons McPherson JA and Fryberg J agreed) described s 47 of the *Motor Accident Insurance Act* 1994 as imposing a "duty upon an insurer to cooperate with a claimant, including a duty to provide the claimant with copies of reports and other documentary material…and a duty if so requested to provide information…", Jerrard JA also referred with apparent approval to the remark in *Gitsham v Suncorp Metway Insurance Ltd*[17] to the effect that s 45(1)(b) covered "the whole field of what an insurer who might become a defendant would want to know about the claim…". The present point was not in issue in *Hill*.

[21] The applicant cited other cases in which judges of the Supreme Court and of the District Court adopted varying approaches to the question. For example, in *RSL (Queensland) War Veterans Homes Limited & Ors v Palma*,[18] Margaret Wilson J applied the narrow construction of the duty to cooperate by giving information under s 279(1) of the *Workers Compensation and Rehabilitation Act* 2003. On the other hand, the applicant particularly relied upon statements to the opposite effect in *Australian Associated Motor Insurers Ltd v McPaul*,[19] *Cameron v RACQ Insurance Limited*[20] and *Maguire v Woolworths Ltd*.[21] In *Australian Associated Motor Insurers Ltd v McPaul*, de Jersey CJ refused an insurer's application to enforce s 45(1) of the *Motor Accident Insurance Act* 1994 by requiring the other party to commence a proceeding to determine the liability issue only upon that party's cause of action for damages for personal injuries. The statement relied upon by the applicant, that the expression that a party's "duty to cooperate under s 45 is not limited to the matters – the provision of reports and supply of information – to which it makes particular reference" was not necessary for the decision in that case. (The former Chief Justice cited *Suncorp Metway Insurance Ltd v Brown* as support for his Honour's statement.) In *Cameron v RACQ Insurance Limited* Applegarth J observed of the "general duty of the insurer to cooperate" in s 47 of the *Motor Accident Insurance Act* 1994 that it "… is not confined to the particular matters stated in s 47(1)(a) and (b)" and that "…the provision of the documentary material referred to in subsection 47(1)(a) and the information referred to in subsection 47(1)(b) are important, practical examples of the duty to cooperate with a claimant". In *Maguire v Woolworths*, Peter Lyons J found it appropriate to make an order under s 287 of the *Workers' Compensation and Rehabilitation Act* 2003 to enforce s 279 by requiring a respondent to supply information

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16 [2004] QCA 202 at [21] – [22].
17 [2003] 2 Qd R 251 at 265.
18 [2010] QSC 222.
19 [2006] 1 Qd R 201; [2005] QSC 278 at [5].
20 [2013] QSC 124 at [6].
21 Unreported, Supreme Court of Queensland, SC 9924 of 2009, Peter Lyons J, 25 September 2009.

to an applicant about meat deliveries made long after the applicant's accident, in a period before and after an inspection by the applicant's expert, with a view to enabling an expert to form a view about the circumstances of the accident. Peter Lyons J observed that in *Suncorp Metway Insurance Limited v Brown* Williams JA had expressed the view that similarly worded legislation "imposed a broad, general duty, in that case on a claimant, to cooperate with an insurer". Whilst, in my view, a similar observation might fairly be made even with reference to the narrow construction of s 279(1), Peter Lyons J also said of s 279 that "particular aspects of the duty are identified but the duty is not limited by those particulars".

[22] As already will be apparent, I consider that *Suncorp Metway Insurance Limited v Brown* did not decide that the duty of cooperation in relation to the giving of information and documents under s 45(1) of the *Motor Accident Insurance Act* 1994 extends beyond the information and documents described in paragraphs (a) and (b) of that provision. For that reason and for the other reasons I have given, whilst this is an issue upon which different, reasonable views may be and have been expressed, I would hold that the introductory words of s 279(1) of the *Workers' Compensation and Rehabilitation Act* 2003 do not require a party to cooperate in relation to a claim by giving another party information or copies of documents other than information or documents which fall within the terms of paragraph (a) or (b). (That is not to deny that the terms of those paragraphs should be given a broad construction.)

[23] The primary judge applied that construction of s 279(1) when deciding which of the applicant's requests for information should be answered by the respondent. The applicant originally applied for leave to appeal to challenge some of the primary judge's decisions upon that topic. I understood the applicant by her counsel to abandon that aspect of the application for leave to appeal. In any event, I would hold that it does not raise any question which would justify the Court in granting leave to appeal.

Proposed orders

[24] I favour the following orders:

1. Grant the applicant leave to appeal from the orders in the District Court limited to the question concerning the proper construction of section 279(1) of the *Workers' Compensation and Rehabilitation Act* 2003 (Qld).

2. Dismiss the appeal.

3. Order the applicant to pay the respondent's costs of the application and the appeal.

[25] **MORRISON JA:** I have read the reasons of Fraser JA and agree with those reasons and the orders his Honour proposes.

[26] **BURNS J:** I agree with the reasons of Fraser JA and the orders proposed by his Honour.