

BETWEEN

A.S. BY HER LITIGATION GUARDIAN MARIE THERESA ARTHUR

Plaintiff

and

MINISTER FOR IMMIGRATION AND BORDER PROTECTION

First Defendant

(and others according to the schedule)

**DEFENCE AND COUNTERCLAIM TO STATEMENT OF CLAIM
ON THIRD PARTY NOTICE**

Pursuant to the Orders of the Honourable Justice Forrest made 18 August 2016

Date of document: 16 November 2016
Filed on behalf of: The First Third Party
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The First Third Party, International Health and Medical Services ('IHMS') says by way of the defence to the allegations in the Statement of Claim on the Third Party Notice dated 14 October 2016 ('Third Party Statement of Claim'):

1. It admits the allegations in paragraph 1.
2. As to the allegations in paragraph 2, it:
 - (a) admits that the plaintiff, AS, is a minor who brings the proceeding by her litigation guardian Marie Theresa Arthur, and seeks to bring the proceeding on behalf of herself and every person who:
 - (i) has been put in detention on Christmas Island between 27 August 2011 and 26 August 2014 (the relevant period) whether or not they have since been released from detention;
 - (ii) suffered an injury and/or pregnant during the relevant period while in detention; and
 - (iii) has, during the relevant period, suffered an injury or an exacerbation of an injury which is alleged to be as a result of the defendants' failure to provide him, her or his or her parents with reasonable care; and
 - (iv) has claimed that Australia owes him or her protection obligations under s 36 of the *Migration Act*, and
 - (b) otherwise does not admit the allegations therein.

3. It admits the allegations in paragraph 3.
4. It admits the allegations in paragraph 4.
5. It admits the allegations in paragraph 5.
6. As to the allegations in paragraph 6, it:
 - (a) admits that the Statement of Claim ('SOC') alleges that the defendants owed a duty to the effect described in paragraph 6(a), described in the SOC as the 'Common Law General Duty of Care to Detainees', and says that the plaintiff also pleads that this duty is non-delegable;
 - (b) admits that the SOC alleges that the defendants owed a duty to the effect described in paragraph 6(b) described in the SOC as the 'Common Law General Duty of Care to Minor Detainees', and says that the plaintiff also pleads that this duty is non-delegable;
 - (c) admits that the plaintiff pleads that the defendants breached the Common Law General Duty of Care to Detainees in the manner described in paragraph 6(c);
 - (d) admits that the plaintiff pleads that the defendants breached the Common Law General Duty of Care to Minor Detainees in the manner described in paragraph 6(d) and says that the plaintiff also alleges that the defendants breached that duty by:
 - (i) failing to ensure that AS was not separated from her parents (referred to as the "Separation Breach");
 - (ii) failing to ensure that the physical conditions of detention on Christmas Island were not such as were likely to cause or exacerbate injury to AS' parents F and M, such that their ability to mitigate the negative impacts of any injury or exacerbation or existing injury to AS were further adversely affected;
 - (e) admits that the plaintiff pleads that the defendants breached the Common Law General Duty of Care to Minor Detainees in the manner described in paragraph 6(e) and says that the plaintiff also alleges that the defendants breached that duty by:
 - (i) failing to ensure that the physical conditions of detention on Christmas Island were not such as to cause or exacerbate developmental delay in AS and some Minor Group Members, (referred to in the SOC as 'Developmental Conditions Breach');
 - (f) admits that the plaintiff pleads that the defendants breached the Common Law General Duty of Care to Minor Detainees in the manner described in paragraph 6(f);
 - (g) admits that the plaintiff pleads the consequence of the defendants' negligence to the effect described in paragraph 6(g), save that the plaintiff's allegation in

respect of dental pain is that she has suffered an exacerbation of dental pain associated with recurrence and prolongation of infection and associated pain;

- (h) admits that the plaintiff pleads that the second defendant is vicariously liable for the acts and omissions of the first defendant and says that the plaintiff also pleads that the second defendant is vicariously liable for the acts and omissions of its servants and agents, including officers and employees of the Department;
- (i) says that the plaintiff also alleges in the SOC:
 - (i) two further duties owed and owed separately by the defendants namely:
 - (A) the duty to the plaintiff and the Minor Group Members while they were in detention on Christmas Island to provide them with reasonable educational programs and facilities and/or to exercise due care and skill in providing such care, described in the SOC as the 'Common Law Educational Duty to Minor Detainees'; and
 - (B) the duty to the plaintiff and the Group Members who during all or part of the relevant period were children of compulsory school age within the meaning of the *School Education Act 1999 (WA)* ('**School Age Group Members**') to enrol them in an educational programme for their compulsory education period and ensure that they attended a school on each day on which the school was open for instruction, described in the SOC as the 'Statutory Educational Duty to Minor Detainees',
 - (ii) that the Common Law Educational Duty to Minor Detainees and the Statutory Educational Duty to Minor Detainees are non-delegable;
- (j) says further that the plaintiff also alleges in the SOC that:
 - (i) the defendants breached the Common Law General Duty of Care to Detainees by failing to ensure that the physical conditions of detention on Christmas Island were not such as were likely to cause or exacerbate injury to AS and some Group Members, referred to in the SOC as 'Conditions Breach';
 - (ii) the defendants breached the Common Law Educational Duty to Minor Detainees by failing to make adequate arrangements for AS and School Age Group Members to undertake an appropriate educational programmes or attend school, referred to in the SOC as the 'Educational Breach';
 - (iii) the defendants breached the Statutory Educational Duty to Minor Detainees by failing to ensure that AS and School Age Group Members attended a school on each day on which the school was open for instruction, referred to in the SOC as the 'Statutory Educational Breach';

- (iv) the Conditions Breach, Separation Breach and Family Care Breaches caused or materially contributed to AS and some Group Members suffering injury and/or exacerbation to injury previously suffered by them;
 - (v) the Developmental Conditions Breach caused or materially contributed to AS suffering developmental delay and/or caused AS and some Minor Group Members to suffer exacerbated developmental delay;
 - (vi) the breach of the Common Law Educational Duty to Minor Detainees and Statutory Educational Duty to Minor Detainees caused or materially contributed to the plaintiff and some Minor Group Members suffering developmental delay and/or exacerbation of developmental delay,
- (k) says further that the plaintiff pleads in the SOC that the plaintiff was falsely imprisoned by the defendants from 2 September 2013 to 15 January 2015, which false imprisonment caused or materially contributed to AS sustaining injury or exacerbation to injury and to AS suffering developmental delay or exacerbation of developmental delay;
- (l) otherwise does not admit the allegations therein.
7. It admits the allegations in paragraph 7.
8. As to the allegations in paragraph 8, it:
- (a) admits that IHMS entered into a Health Care Services Agreement on 29 September 2006 with the second defendant, in relation to the provision of health care to people held in detention (the 2006 Health Care Services Agreement), the full terms and effect of which will be relied upon by IHMS to the extent that it is relevant at trial, if at all;
 - (b) admits that the obligations in the 2006 Health Care Services Agreement applied in relation to persons detained on Christmas Island up to 29 November 2011;
 - (c) says that the 2006 Health Care Services Agreement has no application to the services provided by IHMS to the plaintiff, who was first detained in July 2013; and
 - (d) does not otherwise admit the allegations therein.
9. As to the allegations in paragraph 9, it:
- (a) admits that on or about 14 January 2009, IHMS entered into a Health Services Contract with the second defendant (**'the 2009 Health Services Contract'**), which contract was varied from time to time,
 - (b) admits that by the variation of the 2009 Health Services Contract with effect from 29 November 2011 by the addition of Schedule 2, Statement of Work for Christmas Island, IHMS was required to provide certain services in respect of persons detained in immigration detention on Christmas Island;

- (c) says that it will rely at trial on the full terms and effect of the 2009 Health Services Contract as varied from time to time;
- (d) says, in relation to the terms set out in the particulars to paragraph 9, that the 2009 Health Services Contract contained the following terms, using capitalised terms defined in the Contract:
 - (i) IHMS must ensure that Health Care is made available and delivered to People in Detention in the Detention Services Network at all times during the Term to the standard, at the times and in the manner set out in this Contract. (clause 12.1.1(d))
 - (ii) IHMS must ensure that the health needs of People in Detention (as individuals and groups) are anticipated, identified, addressed and managed by suitably qualified and trained Health Care Providers in accordance with the Detention Health Standards (where applicable) and otherwise, Accepted Industry Practice. (clause 12.1.1(e))
 - (iii) IHMS warrants that the Health Services will be provided using a high degree of professionalism, care and diligence and to a standard required by the Detention Health Standards (where applicable) and otherwise, Accepted Industry Practice. (clause 12.4.1(b))
 - (iv) IHMS must ensure that the quality and standard of Health Care provided to People in Detention during their period of Immigration Detention is sufficient to maintain optimal health for People in Detention while in Immigration Detention and is at least consistent with that generally available to the Australian community. (clause 17.1.1, Schedule 2, Statement of Work for Christmas Island)
 - (v) IHMS must ensure that if a Person in Detention presents, or is identified with, a health condition or problem (whether at the time of his or her Health Induction Assessment or at any subsequent time) that person is provided with a clinically appropriate Health Care response in accordance with the Contract. This response may take the form of further assessment, treatment, monitoring or case management by a multidisciplinary team of Health Care Providers. (clause 23.1.1, Schedule 2, Statement of Work for Christmas Island)
 - (vi) IHMS must ensure that the mental health needs of People in Detention are adequately and appropriately identified, monitored and treated at all times during their placement in Immigration Detention, including by the conduct of periodic mental health screening, assessment and treatment services in accordance with clause 24 of Schedule 2 (clause 24.1.1, Schedule 2, Statement of Work for Christmas Island)
 - (vii) IHMS must develop, implement and manage policies, procedures and processes for the monitoring and periodic assessment of the mental health

of People in Detention in Immigration Detention. (clause 24.2.1, Schedule 2, Statement of Work for Christmas Island).

(viii) IHMS must provide Health Care to People in Detention at Immigration Detention Facilities by operating and managing the range of health services described in and as required by clause 26.1 of Schedule 2. (clause 26.1.1, Schedule 2, Statement of Work for Christmas Island).

(ix) Subject to availability of appropriate clinical infrastructure, IHMS must provide Dental Services to Persons in Detention in accordance with clause 26.1 and Annexure B (Scheduled Health Services) to this Schedule 2, including:

- (A) a dental practitioner with a minimum qualification of Bachelor of Dental Surgery;
- (B) a Dental Assistant with a minimum qualification of Certificate of Dental Assisting;
- (C) general dentistry services, including scaling, cleaning and restorative procedures in accordance with Department Health Policy.

(clause 26.1.6 (a), Schedule 2, Statement of Work for Christmas Island)

(x) IHMS agrees to indemnify the Department from and against any:

- (A) cost or liability incurred by the Department;
- (B) loss of or damage to any property of the Department (including any Facility, Department Asset or Department System); and
- (C) loss or expense incurred by the Department in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of the time spent, resources used or disbursements paid by the Department,

arising from

- (D) any negligent, wilful, unlawful or reckless act or omission on the part of the Health Services Manager or any Health Services Manager Personnel;
- (E) any breach by the Health Services Manager of its obligations or warranties under this Contract; or
- (F) any negligent, wilful, unlawful or reckless act or omission on the part of a Network Provider or an approved GP where the Health Services Manager has failed to comply with any of its obligations listed in clause 56.3 in relation to the Network Provider or an Approved GP,

including any circumstances where the act, omission, neglect or breach results in a breach by the Department of its non delegable duty of care to a Person in Detention. (clause 56.1.1)

- (e) says further that the 2009 Health Services Contract also contained terms, inter alia, that
- (i) The Health Services Manager will not be liable to the Department under clause 56.1 for any cost, liability, loss or expense incurred by the Department, or loss or damage to any property of the Department, where that cost, liability, loss, expense or damage arises from any act or omission on the part of a Network Provider, or its Approved GP, or its Network Provider Personnel;
 - (A) if that Network Provider is a public hospital or a public health care provider funded by a Federal, State or Territory Government (which may or may not in its circumstances, employ or engage Approved GPs or Network Provider Personnel);
 - (B) if the Department has directed the Health Services Manager to appoint that Network Provide, Network Provider Personnel or Approved GP to the Network;
 - (C) if that Network Provider, Network Provider Personnel or Approved GP provided Health Care in a public hospital and then provides continuing care outside a public hospital; or
 - (D) in all other cases, subject only to the exceptions set out in clause 56.3 of the Contract. (clause 56.2).
 - (ii) The staffing levels and minimum health services hours required to be provided by IHMS were set out in Annexure B (Scheduled Health Services) to Schedule 2, and IHMS must ensure that staffing on Christmas Island complied with Annexure B (clause 26.1.2(e) and (f), Schedule 2, Statement of Work for Christmas Island);

Particulars

The terms are in writing in the clauses identified in parentheses.

and

- (f) otherwise does not admit the allegations therein.

10. As to the allegations in paragraph 10, it:

- (a) admits that it owed duties to the second defendant pursuant to and co-extensive with the obligations imposed by the 2006 Health Services Contract and the 2009 Health Services Contract;
- (b) admits that it owed a duty to the plaintiff to act reasonably to care for her health during her detention, which duty was, in the circumstances, co-extensive with the obligations in the 2009 Health Services Contract to provide health care to the standard, at the times and in the manner set out in the Contract; and

Particulars

The relevant circumstances in sub-paragraph (b) include:

- (i) the plaintiff was detained by the first and or second defendants pursuant to their statutory powers and functions;
 - (ii) the circumstances alleged by the plaintiff at paragraphs 47 to 52 and 103-105 of the SOC, which, if proved by the plaintiff, are that the plaintiff was detained by the first and or second defendants in the period from 2 September 2013 on Christmas Island and not in community detention in Queensland;
 - (iii) the second defendant had control over the place or places at which the plaintiff was detained and the manner, duration and terms of that detention; and
 - (iv) IHMS had no control over the fact of AS's detention and the physical conditions of her detention.
- (c) otherwise denies the allegations therein.
11. To the extent that paragraph 11 contains any allegations against it, it does not admit those allegations.
12. As to paragraph 12, it
- (a) refers to the agreement of the defendants to remove the allegations in sub-paragraphs (n) to (u) inclusive of the particulars thereto; and

Particulars

IHMS refers to the letter dated 7 November 2016 from Matthew Crowley of the AGS for the defendants to Greg King of Moray & Agnew for the plaintiffs.

- (b) denies all of the allegations therein.
- 12A It says further, in addition to its denial in paragraph 12:
- (a) To the allegations that it failed to assess and monitor, and failed to have in place a system for the assessment and monitoring of, the condition of AS, IHMS says:
 - (i) A health induction assessment of the plaintiff was carried out on 26 July 2013;
 - (ii) An induction health assessment of the plaintiff was performed on 7 August 2013;
 - (iii) A mental state examination of the plaintiff was performed on 7 August 2013;
 - (iv) A mental state examination of the plaintiff was performed on 17 August 2013;

- (v) A special needs health assessment of the plaintiff was performed on 12 September 2013;
- (vi) A transfer health assessment of the plaintiff was performed on 19 October 2013;
- (vii) A follow up mental state examination of the plaintiff was performed on 20 February 2014;
- (viii) A Health of the Nation Outcome Scales for Children and Adolescents (HoNOSCA) questionnaire for AS was completed on 29 June 2014;
- (ix) AS attended for a screening mental health assessment on 15 July 2014;
- (x) A mental health assessment form for AS was completed on 15 July 2014;
- (xi) A trauma and torture audit for AS was recorded on 24 July 2014; and
- (xii) A system was in place which enabled AS to attend primary health nurses, mental health nurses, and general practitioners on a regular basis to assess and monitor any conditions reported by AS or her parents, and AS did regularly attend to see such nurses and general practitioners in the period between 7 August 2013 and 19 August 2014.

Particulars of paragraph (xii)

IHMS refers to subparagraphs (c) (v), (viii) and (ix) below.

- (b) To the allegation that it did not shortly after 29 July 2014 ensure that the plaintiff was assessed by a child and adolescent psychiatrist on the mainland and that it did not ensure that the plaintiff was provided with urgent paediatric psychiatric care, IHMS says that it arranged for AS to have access to a child psychiatrist on the following dates:
 - (i) 12 August 2014
 - (ii) 2 September 2014
 - (iii) 2 October 2014
 - (iv) 12 October 2014 (when AS and her family left 20 minutes after the appointment time, while the psychiatrist was seeing patients with appointments before hers)
 - (v) 27 October 2014
 - (vi) 23 November 2014.
- (c) To the allegations that it failed to have in place a system for the assessment, monitoring and medical treatment of the plaintiff and that it failed to provide the plaintiff with timely access to adequate medical services, IHMS says:
 - (i) psychiatrist appointments were made for the plaintiff as identified in paragraph (b) above;

- (ii) a qualified psychologist was made available to the plaintiff on the following dates:

9, 15 and 22 July 2014

4, 11, 13, 25, 27, 31 August

1, 3, 7, 15, 21, 22, 25, September

19, 21, 28 October

7, 17, 22 November

6, 13, 20, 27 December

3, 10 January 2015.

- (iii) further psychologist appointments had been made available to the plaintiff to undertake a 10 week program to reduce anxiety symptoms, however the plaintiff was transferred to Melbourne before this program could be provided.

- (iv) an Art Therapy Group managed by a qualified psychologist was also made available to, and often attended by, the plaintiff on Christmas Island.

- (v) a qualified mental health nurse was made available to the plaintiff on the following dates:

7, 16, 17 August 2013

20 February 2014

28 June 2014

15 July 2014

1, 12 and 21 August 2014

21 and 24 October 2014

16 and 26 November 2014.

- (vi) it arranged for the plaintiff to have access to speech pathologists, through the Network Provider Stepping Stones for Life, on the following dates:

8 September 2014

6 October 2014

12 October 2014

3 November 2014.

Appointments were made with the speech pathologist which were not attended. Particulars will be provided prior to trial.

- (vii) it arranged for the plaintiff to have access to a paediatrician on the following dates:

14 July 2014 (Dr Jacqueline Scurlock)

30 September 2014 (Dr Kathryn Roberts, Royal Darwin Hospital).

(viii) AS was seen by GPs while in detention on Christmas Island on the following dates:

22 August 2013

29 November 2013

2 December 2013

2, 19, 25 and 29 January 2014

25 March 2014

22 and 31 May 2014

3 June 2014

13 August 2014.

(ix) AS also received care from Primary Health Nurses on numerous occasions in the period while she was in detention on Christmas Island.

(d) To the allegation that it delayed or failed to prevent delays in the provision of dental services to the plaintiff, IHMS says:

(i) AS was seen by a dentist on the following dates:

5 October 2013 (at Smith Street Dental Practice, Darwin)

9 December 2013

31 August 2014 (missed because AS' father understood it to be a different time)

Further particulars may be provided prior to trial.

(ii) AS saw and received treatment from qualified GPs in relation to dental pain while in detention on Christmas Island on the following dates:

29 November 2013

2 December 2013

2, 19, 25, 29 January 2014.

(iii) AS saw nurses who performed dental assessments while on Christmas Island;

(iv) AS also received care for her dental pain from Primary Health Nurses on numerous occasions in the period while she was in detention on Christmas Island.

(e) To the allegation that it failed to ensure that reasonable care was provided to AS' parents, IHMS says that in the period while M and F were on Christmas Island:

- (i) the following mental state examinations and health assessments were carried out in relation to M:
 - Mental state examination and induction health assessment conducted 7 August 2013.
 - Mental state examination and DASS21 (Depression and Anxiety Stress Scale) assessment on 14 August 2013.
 - Health discharge assessment on 10 September 2013.
 - Special needs health assessment on 12 September 2013.
 - Mental state examination on 2 November 2013.
 - Mental state examination, DASS21 and general health questionnaire completed on 21 February 2014.
 - Mental health risk assessment on 9 July 2014.
 - Mental health assessment on 15 July 2014.
 - Mental health risk assessments on 21, 23 and 26 July 2014.
- (ii) a qualified psychologist was made available to M on the following dates:
 - 17 and 26 September 2013;
 - 22 November 2013;
 - 6 and 20 December 2013;
 - 10 and 24 January 2014;
 - 22 and 27 February 2014;
- (iii) a qualified mental health nurse was made available to M on the following dates:
 - 1 September 2013;
 - 24 October 2013;
 - 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 20, 21, 22, 23 and 26 July 2014;
- (iv) M was seen by GPs whilst in detention on the following dates:
 - 13 August 2013;
 - 10 September 2013;
 - 2 and 19 November 2013;
 - 10 January 2014;
 - 11 February 2014;
 - 11 and 27 March 2014;
 - 12 and 30 April 2014;

24 and 31 May 2014;

13 and 22 June 2014;

18 and 30 July 2014;

- (v) a Farsi Women's Wellbeing Group managed by a counsellor and/or a qualified psychologist was also made available to, and attended on numerous occasions by, M on Christmas Island;
- (vi) M also received care in relation to her physical and general health from primary health care nurses on numerous occasions in the period while she was in detention, including on Christmas Island;
- (vii) M declined to attend a psychiatric appointment on 12 July 2014;
- (viii) the following mental state examinations and assessments of F were conducted:
 - a mental state examination screening on 7 August 2013;
 - a general health questionnaire was completed by F on 17 August 2013;
 - a DASS21 assessment on 17 August 2013;
 - a special needs health assessment on 6 September 2013;
 - a health discharge assessment on 9 September 2013;
 - a mental state examination and DASS21 assessment on 27 December 2013;
 - a general health questionnaire was completed by F on 27 December 2013;
 - a mental state examination on 19 February 2014;
 - a mental health assessment on 15 July 2014;
- (ix) a qualified psychologist was made available to F on 17 and 20 September 2013;
- (x) a qualified mental health nurse was made available to F on the following dates:
 - 22 July 2014;
 - 3 and 4 August 2014;
- (xi) F was seen by GPs while in detention, including on Christmas Island, on the following dates:
 - 4, 10, 14, 15 and 16 October 2013;
 - 26 November 2013;
 - 15 and 16 December 2013;
 - 29 July 2014;

3, 10 and 15 August 2014;

- (xii) F attended with a psychiatrist on 12 August 2014;
- (xiii) a Farsi Men's Wellbeing Group managed by a counsellor and a qualified psychologist was also made available to, and attended by, F on Christmas Island;
- (xiv) F also received care from primary health nurses on numerous occasions in the period while he was in detention, including on Christmas Island;
- (f) a system was in place which enabled M and F to attend primary health nurses, mental health nurses, and general practitioners on a regular basis to assess and monitor any injuries, and M and F did regularly attend to see such nurses and general practitioners in the period between 7 August 2013 and 19 August 2014.

13. As to paragraph 13, it:

- (a) refers to and repeats paragraphs 10, 12 and 12A above;
- (b) says that the 2006 Health Services Contract has no application to the health services provided to the plaintiff, and
- (c) denies the allegations therein.

14. As to paragraph 14, it:

- (a) refers to and repeats paragraphs 8, 10, 12, 12A and 13 above;
- (b) says that the 2006 Health Services Contract has no application to the health services provided to the plaintiff;
- (c) says that if IHMS is liable for injury, loss or damage suffered by the plaintiff (which it denies) the second defendant is liable in respect of the same injury, loss or damage; and
- (d) otherwise denies the allegations therein.

COUNTERCLAIM

15. If, which is denied, IHMS is liable to the plaintiff or any group member for a breach of duty as alleged by the second defendant in paragraph 12 of the Third Party Statement of Claim, then:

- (a) by reason of the matters alleged in paragraph 14 of the Third Party Statement of Claim and paragraph 87 of the SOC, the first defendant is liable to the plaintiff in respect of the same loss or damage;
- (b) further or alternatively, by reason of the matters alleged in paragraph 14 of the Third Party Statement of Claim and:
 - (i) paragraphs 92 (a) and (b)(i); and/or
 - (ii) paragraph 93; and/or

(iii) paragraphs 99 and 100; and/or

(iv) paragraphs 103 to 105 (inclusive)

one or both of the defendants is liable to the plaintiff in respect of the same damage;

- (c) accordingly, IHMS is entitled, pursuant to Part IV of the Wrongs Act 1958; alternatively s 7 of the *Law Reform (Contributory Negligence and Tortfeasors' Contribution) Act 1947* (WA); alternatively s 21 of the *Civil Law (Wrongs) Act 2002* (ACT), to recover contribution from the first and / or second defendant the amount which the Court finds to be just and equitable having regard to either or both defendants' responsibility for the damage.

AND IHMS COUNTERCLAIMS THE FOLLOWING RELIEF FROM THE DEFENDANTS:

(A) Contribution pursuant to the *Wrongs Act 1958* (Vic); alternatively the *Law Reform (Contributory Negligence and Tortfeasors' Contribution) Act 1947* (WA); alternatively the *Civil Law (Wrongs) Act 2002* (ACT).


(B) Costs.

(C) Such further or other relief as to the Court seems appropriate.

Dated: 16 November 2016

PAUL ANASTASSIOU

CLAIRE M HARRIS


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MORAY & AGNEW
Lawyers for the first third party

SCHEDULE OF PARTIES

Between

A.S. BY HER LITIGATION GUARDIAN MARIE THERESA ARTHUR

Plaintiff

and

MINISTER FOR IMMIGRATION AND BORDER PROTECTION

First Defendant

COMMONWEALTH OF AUSTRALIA

Second Defendant

INTERNATIONAL HEALTH & MEDICAL SERVICES PTY LIMITED

ABN 40 873 811 131

First Third Party

SERCO AUSTRALIA PTY LIMITED

Second Third Party