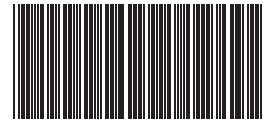




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Written Submissions

COURT DETAILS

Court	Supreme Court of New South Wales, Court of Appeal
List	Court of Appeal
Registry	Supreme Court Sydney
Case number	2025/00243213

TITLE OF PROCEEDINGS

First Appellant	Student A by his tutor Peter Johnston
First Respondent	COUNCIL OF NEWINGTON COLLEGE ABN 71824382623
Second Respondent	Attorney General of NSW

FILING DETAILS

Filed for	COUNCIL OF NEWINGTON COLLEGE, Respondent 1
Legal representative	MICHAEL RICHARD HUGHES
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Your reference	1507436

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Lodge Document, along with any other documents listed below, were filed by the Court.

Written Submissions (2025.09.26 - Submissions of the First Respondent.pdf)

[attach.]

**Student “A” by his tutor Peter Johnston v Council of Newington College & Ors
NSWCA proceedings no. 2025/243213**

First Respondent’s Outline of Submissions

A INTRODUCTION

1. Newington College (**College**) has operated as an independent boys school in Sydney at the primary and secondary level since it opened in 1880: J[1], [69]. It was founded by the Methodist Church pursuant to a trust deed dated 23 October 1873 (**Trust Deed**), which provided for the establishment of the College on land at Stanmore: J[2].
2. The first respondent, the Council of Newington College (**Council**), is a body corporate with responsibility for managing the College under the *Newington College Council Act 1922* (NSW) (**Act**). The Council is required by s 13 of the Act to hold property vested in it by virtue of the Act, including the Stanmore land, on trust for the “general objects” for which the College was founded as set forth in the Trust Deed. The only relevant object is: “*to provide an efficient course of education for youth*”: J[90].
3. In November 2023, the Council resolved to transition the College to a co-educational institution, starting in 2026: J[7]. The Applicant, a student at the College, brought proceedings against the Council and the Attorney General of New South Wales (the 26th respondent). The Applicant claimed that the object specified in the Trust Deed excludes co-education because the word “youth”, properly construed, means boys or young men.¹ He sought a declaration to the effect that it would be a breach of trust to use property held under s 13 of the Act for co-education.² He also joined certain current and former Council members (the 2nd to 25th respondents) for purported breaches of duties owed to the Council by pursuing the transition to co-education.
4. The Applicant’s claim for declaratory relief was heard as a separate question. In dismissing the claim, the primary judge held that the word “youth” in the Trust Deed was used in a gender-neutral sense: J[168]. His Honour rejected as inadmissible news articles selected by the Applicant as evidence of meaning in 1873 but found, in any event, they made no difference to the result. The primary judge also rejected the Applicant’s argument that a so-called “ancient documents rule” permitted recourse to conduct after execution of the Trust Deed as an aid to interpretation; though it, too, would not have changed the conclusion: J[162]. The balance of the Applicant’s claims, premised on the rejected construction of the Trust Deed, were also dismissed.

¹ Amended Statement of Claim filed on 13 February 2025 (**ASOC**) at [78]-[79], [82]-[84] (**Red 17-18**).

² ASOC at prayer [3A] (**Red 3**).

5. On appeal, the Applicant contends that the primary judge: erred in finding the word “youth” in the Trust Deed was used in a gender-neutral sense and should have found it meant boys or young men (Grounds 1 & 2); erred in ruling inadmissible the Applicant’s selected newspaper articles as evidence of the meaning of “youth” in 1873 (Ground 3); and erred in finding the so-called “ancient documents rule” did not apply because the Trust Deed was not ambiguous or obscure (Ground 4).
6. The appeal should be dismissed and the findings of the primary judge affirmed, for the reasons developed below. The primary judge was correct that historical dictionaries show the natural and ordinary meaning of the word “youth” in 1873 encompassed both sexes; and if the parties to the Trust Deed had intended the word to have a narrower meaning, they would have said so. His Honour correctly found that the surrounding circumstances do not compel any different conclusion. In any event, even if the meaning of “youth” were confined to boys, a trust object of providing an “efficient course of education” for boys does not exclude co-education.

B LEAVE TO APPEAL

7. Leave to appeal is required, *contra* AS[21]. The relevant “value” for the purposes of s 101(2)(r) is that involved in the relevant claim, demand, or question—not the value of the property to which it relates.³ The Applicant’s claim for relief, denied by the judgment, does not prejudice the Applicant or the trust to the amount of \$100,000.⁴ Rather, it was to determine the purpose for which the trust property may be used.
8. Leave should be refused for two reasons. First, the decision below is not attended by sufficient doubt to warrant its reconsideration.⁵ Secondly, the Applicant allowed a significant period of time to elapse before commencing an appeal. Indeed, after filing a Notice of Intention to Appeal, he waited until the second last day of the 3-month period permitted to do so.⁶ The proceeding below was expedited due to urgency: J[14], arising principally from the adverse impact on prospective female students faced with uncertainty over plans to commence at Newington in 2026. Self-evidently, a later appeal had even greater urgency and impact on those prospective students. This unexplained delay was inappropriate and militates against the grant of leave.⁷

³ *Sidoti v Hardy* (2021) 105 NSWLR 1 at 55–56 [172] (Brereton JA, Simpson AJA agreeing).

⁴ *Jabulani Pty Ltd v Walkabout II Pty Ltd* [2016] NSWCA 267 at [80](8) (the Court).

⁵ *Sharpe v Heywood* [2013] NSWCA 192 at [34] (Gleeson JA, Barrett JA agreeing).

⁶ *Uniform Civil Procedure Rules 2005* (NSW), r 51.9(1)(a). (Judgment on 28 May 2025; 3-months thereafter was 28 August 2025; a Notice of Appeal was filed on 27 August 2025.)

⁷ *Dillon v Boland* [2012] NSWCA 364 at [9] (Allsop P, with whom McColl JA agreed).

C BACKGROUND

9. In the nineteenth century, the governing body of the Wesleyan Methodist Church in Australasia (**Church**) was a “General Conference” covering the Australian colonies and New Zealand. The colonies were divided into local Districts, and from February 1873 regional conferences were constituted: J[37]-[38].
10. From 1863 to 1881, a school operated under the auspices of the Church at a property known as “Newington House” at Silverwater (**School**), which educated boys: J[40], [44]. This School was governed by a council of Church members (**School Council**): J[44]. The School Council eventually decided to replace the School at Silverwater with a new collegiate school at a site in Stanmore (**Stanmore Land**): J[45].
11. Originally, the Stanmore Land was a 20-acre site owned by John Jones: J[47]. Mr Jones sold 4 acres to James Watson (**Watson Subdivision**), and by will bequeathed the 16-acre residue (**Estate Residue**) to the Church, subject to a life interest in favour of his widow: J[48]. Upon her death, the Estate Residue was to be sold and the proceeds given to the Church. With a view to establishing the new collegiate school on the Stanmore Land, in 1869 the Church bought back the Watson Subdivision so it could be reunited with the Estate Residue when Mr Jones’ widow died: J[49].
12. In 1872, Mr Jones’ widow died. On 19 May 1872, the School Council resolved to recommend to the Sydney District and the General Conference a resolution to appropriate the Stanmore Land for the new College: J[51]-[52]. The General Conference resolved to that effect on 3 February 1873: J[57]. The Stanmore Land was then appropriated for the new College by the process described at J[62]-[67]. In the result, the Stanmore Land was vested in Church members as trustees who were to constitute a new council to govern the new College pursuant to the Trust Deed.
13. A copy of the Trust Deed is at **Blue 3:1130**. The recitals provided that “it is intended that the said Collegiate School at Newington ... shall be discontinued upon the completion of the said Collegiate School at Stanmore”, upon which the Conference “shall appoint a new Council to consist of such number of Members as the said Conference shall from time to time see fit”, provided it includes the trustees, to control and manage the College: J[85].⁸ Key operative provisions included (J[86]):
 - (a) the trustees agreed to hold the Stanmore Land upon trust “to permit the erection and maintenance ... of a Wesleyan Theological Institution and a Wesleyan Collegiate School”;⁹

⁸ Trust Deed (**Blue 3:1133E**).

⁹ Trust Deed (**Blue 3:1134C**).

- (b) “the object of such School shall be to provide an efficient course of education for youth”;¹⁰
 - (c) the College “shall be under the management and direction of the ... Council of Newington College or such other Council as may from time to time be appointed for such purpose by the ... Conference”;¹¹
 - (d) “subject to such rules or order as shall from time to time be made by the said Conference ...” the “Council may subject to such rules and orders as aforesaid determine and regulate from time to time the course of study to be pursued in the said school and the terms and conditions and regulations upon and subject to which the pupils thereof respectively shall be admitted and governed”;¹²
 - (e) “Provided always and it is hereby agreed and declared that certain of the children of Wesleyan Ministers laboring in New South Wales shall receive education at the said Wesleyan Collegiate School from the age of eight to fourteen years or from nine to fifteen years for and in consideration of the amount of allowances for that purpose from the childrens fund and the fund for education of Ministers Children in accordance with the plan adopted by the said Conference established in England under and by virtue of the said *Deed Poll of 28th day of Feb. 1784 as the said* allowances respectively shall from time to time be fixed by the said Conference of the Australasian Wesleyan Methodist Church having jurisdiction in New South Wales as aforesaid and for whose board and education as aforesaid no further or other fee or premium shall be demanded ...”.¹³
14. The College opened in 1880: J[69]. In 1922, the Act was passed establishing the Council as a body politic and body corporate (s 1). The Council was conferred with responsibility for the general management and superintendence of the affairs, concerns, and property of the College (s 14), and was vested with the lands referred to in the First and Second Schedules to the Act, and all other property which immediately before the Act had been vested upon trust for the purpose of carrying on the College (s 6). The land in the First Schedule comprises the Stanmore Land. The land in the Second Schedule was purchased in 1907 upon another trust, which was revoked by s 13. Section 12 empowered the Council to make regulations with respect

¹⁰ Trust Deed (**Blue 3:1134J**).

¹¹ Trust Deed (**Blue 3:1135F**).

¹² Trust Deed (**Blue 3:1135U**).

¹³ Trust Deed (**Blue 3:1136C**).

to the conduct of the College and the course of education to be followed within it.

15. The key provision of the Act for present purposes is s 13, which constituted a trust upon which the Council is to hold property vested in it by virtue of the Act. It provides:

The said council shall hold all the property at any time vested in it by virtue of this Act upon trust to carry or cause to be carried into effect the regulations hereinbefore referred to and the general objects for which the said collegiate school was founded as set forth in the said indenture of trust of the twenty-third day of October, one thousand eight hundred and seventy-three, and the lands described in the Second Schedule hereto shall henceforth be freed and discharged from trusts declared by the said recited indenture of [6 March 1907], registered number [503], book [823], and such trusts are hereby revoked.

16. The land referred to in Schedules 1 and 2 of the Act, including the Stanmore Land, is thereby held on trust pursuant to s 13 of the Act. The extent to which any other property is held on trust by the Council was not the subject of the separate question.
17. It was common ground that the only “general object” for which the College was founded in the Trust Deed is: “to provide an efficient course of education for youth”: J[90]. The dispositive question was whether that object excludes co-education.

D RELEVANT PRINCIPLES

18. It was and remains common ground that in construing the phrase “to provide an efficient course of education for youth”, the principles of interpretation applicable are those governing the interpretation of private documents generally.
19. The meaning of the terms is to be ascertained by reference to what a reasonable person in the position of the parties would have understood them to mean, having regard to the context in which the words appear and the purpose of the document or transaction.¹⁴ The meaning of the language in the Trust Deed is therefore to be determined as at the date on which the Trust Deed was executed. Context and purpose may be ascertained from the text and any documents referred to in it, as well as surrounding circumstances known to the parties at the time of execution.¹⁵
20. The language is construed according to its natural and ordinary meaning at the time of execution, unless a contrary intention is indicated.¹⁶ Dictionaries may assist in

¹⁴ *Rinehart v Hancock Prospecting Pty Ltd* (2019) 267 CLR 514 at 534 [44] (Kiefel CJ, Gageler, Nettle, and Gordon JJ).

¹⁵ *Mount Bruce Mining Pty Limited v Wright Prospecting Pty Limited* (2015) 256 CLR 104 at 117 [49] (French CJ, Nettle and Gordon JJ); *Electricity Generation Corporation v Woodside Energy Ltd* (2014) 251 CLR 640 at 656-657 [35] (French CJ, Hayne, Crennan and Kiefel JJ).

¹⁶ *Southern Cross Assurance Co Ltd v Australian Provincial Assurance Association Ltd* (1935) 53 CLR 618 (***Southern Cross***) at 636 (Rich, Dixon, Evatt and McTiernan JJ); *Australian Broadcasting Commission v Australasian Performing Right Assn Ltd* (1973) 129 CLR 99 at 109 (Gibbs J).

identifying the ordinary meaning of words,¹⁷ although they are not conclusive.¹⁸ Dictionaries “may offer a reasonably authoritative source for describing the range of meanings of a word, including obsolete meanings”.¹⁹ They may assist “if a question truly arises as to the meaning of a word, especially if it is an historical meaning”.²⁰

E MEANING OF “YOUTH” IN THE TRUST DEED (GROUNDS 1 AND 2)

21. The first and second grounds of appeal involve two principal contentions. The first is that the primary judge “erred in his treatment of dictionary definitions”: AS[37]. The second is that his Honour failed to find that five surrounding circumstances suggested that “youth” was used in a male-only sense: AS[58]. Each is addressed below.

E.1 Primary judge’s treatment of dictionaries

22. The primary judge set out the historical dictionary entries of the word “youth” provided by the parties at J[76]-[77]. His Honour concluded, and the Applicant accepts, that the word “youth” in the Trust Deed is used in the *collective* sense, corresponding with sense five in the Oxford English Dictionary (**OED**): J[95]. That entry stated: “*Young people (or creatures) collectively; the young. (With or without the; now always construed as plural.)*” All of the dictionary entries for the word “youth” used in that sense are in gender neutral terms, except for one: AS[38]; J[96]. The one exception is an entry in the 1848 *Barclays Complete and Universal English Dictionary*, which defines the collective sense of “youth” as: “*young men used collectively*”.
23. The Applicant contends that the existence of the *Barclays* dictionary entry shows that the word “youth” when used in the Trust Deed is ambiguous: AS[39]. He submits that the entry is evidence that “some people” used the word “youth” when using it collectively in a male-only sense; and this “suffices to establish that the word was susceptible of more than one meaning in 1873”: AS[40].
24. However, it does not follow that because a word in the abstract has a recognised range of meanings its *usage in a particular document* is ambiguous, *contra* AS[39]. Most words in the English language have a recognised range of possible meanings. Whether or not language in a document is ambiguous depends on how it is used in the document, the relevant textual and other admissible context, and importantly, the

¹⁷ *Kuzmanovski v New South Wales Lotteries Corporation* [2010] FCA 876 at [38] (Rares J).

¹⁸ *Lasermix Engineering Pty Ltd v QBE Insurance (Australia) Ltd* [2005] NSWCA 66 at [104]-[107] (McColl JA, Tobias and Ipp JJA agreeing).

¹⁹ *House of Peace Pty Ltd v Bankstown City Council* (2000) 48 NSWLR 498 at 505 [28] (Mason P, Stein and Giles JJA agreeing), cited with approval in *Polo/Lauren Company LP v Ziliani Holdings Pty Ltd* (2008) 173 FCR 266 at 273 [24] (Black CJ, Jacobson and Perram JJ).

²⁰ *South Western Sydney Local Health District v Gould* (2018) 97 NSWLR 513 at 531 [81] (Leeming JA, Basten and Meagher JJA agreeing).

ordinary meaning of the word at the time the document was executed.

25. In reliance on the *Barclays* dictionary, the Applicant seeks to show that the word “youth” *could* be used in 1873 to refer to males collectively. But the point of examining dictionaries is to ascertain the *ordinary meaning* of words. To that end, it does not suffice for the Applicant to point to a fringe or outlier definition of “youth” which refers to males only. That only demonstrates, at best, *a possible usage*. The virtually universal position in the dictionaries demonstrates that the *ordinary* usage of “youth” in a collective sense in 1873 was gender neutral. There was no error in the finding that the lone entry from *Barclays* did not alter that conclusion. In this respect, the primary judge did not misunderstand nature of the inquiry, *contra* AS[40]. His Honour’s conclusion at J[123], that the *Barclays* dictionary entry could not stand against the preponderance of the other dictionaries, reflected the fact that the *Barclays* entry was insufficient evidence of contrary usage so as to displace the conclusion one would otherwise draw as to ordinary meaning.
26. The primary judge’s conclusion was reinforced by the fact that the *Barclays* dictionary had no illustrative quotation for the relevant usage given: J[123]. The Applicant suggests that the *Barclays*’ dictionary is of equivalent significance to any of the other dictionaries, and downplays the authority of the OED, on the basis that there is “no single authoritative dictionary”: AS[42]. But all dictionaries are not necessarily of equal significance in a given case. When the meaning of a word 150 years ago is in question, it is relevant that the OED is a deeply researched dictionary on historical principles that considers how words are used across time. It is also relevant that the relevant OED entry for “youth” is substantiated by quotations, whereas the *Barclays* entry is not. There was no error in taking such matters into account, *contra* AS[42].
27. Further, in the Council’s submission, the *Barclays* entry is indeed wrong or unreliable. In failing to include the definition of “youth” in its well-established gender-neutral sense, it does not accurately record an accepted usage. The other dictionary entries show that it is extremely unlikely that anyone in 1873 or indeed 1848 (when the *Barclays* dictionary was published) used the word “youth” collectively only to refer to young males. However, it is unnecessary to go so far because, as outlined above, the question is one of *ordinary* meaning—not possible but eccentric meanings.

E.2 Aspects of the Trust Deed

28. The Applicant submits that the primary judge’s reliance on other aspects of the Trust Deed “does not provide an answer one way or the other” about whether “youth” was used in a gender-neutral or male-only sense: AS[54]. He makes two points.

29. First, the Applicant overstates the primary judge's reasoning by suggesting that his Honour concluded that the word "youth" *must* be read in a gender-neutral sense because the concept of an "efficient course of education" gives leeway to the Council in the course it takes to educate youth: AS[55]. What the primary judge actually said is that the purpose of the Trust Deed was to provide a governing instrument for the College for the indefinite future and this "*militated against* any restrictive reading of the Council's powers": J[126]. The primary judge was correct in that conclusion.
30. As an instrument establishing a charitable trust intended to continue in perpetuity, the Trust Deed should be given a broad and ambulatory construction capable of being applied to varying circumstances from time to time. That approach is supported by the principle most commonly associated with the Constitution, that because the Constitution is intended to apply to varying conditions over time, where the question is whether an expression is used in the wider or in the narrower sense, the Court should lean to the broader interpretation, unless there is something in the context or in the rest of the Constitution to indicate that the narrower interpretation will best carry out its object and purpose.²¹ That principle has been applied to private documents intended to operate for a lengthy period, such as: long-term supply contracts, Crown grants, easements, restrictive covenants, and corporate constitutions.²² Charitable trusts fall squarely within that category.²³ Hence courts have construed the terms of charitable trusts taking into account the fact that the trust is intended to continue indefinitely and must adapt to changing circumstances.²⁴
31. A broad construction is especially apt here, where the object of the Trust Deed involves the provision of "*an efficient course of education for youth*". What course of education is appropriate at a given time is a matter which is highly dependent on changing circumstances.²⁵ The warrant for a flexible interpretation is also supported by the fact that the object is to provide an "efficient" course of education. As was common ground below, the natural and ordinary meaning of "efficient" in 1873 was "effective", or "useful" or "suitable": J[126]. To provide an *effective* education, the

²¹ *Jumbunna Coal Mine No Liability v Victorian Coal Miners' Association* (1908) 6 CLR 309 at 367–368 (O'Connor). See also *Australian National Airways Pty Ltd v Commonwealth* (1945) 71 CLR 29 at 81.

²² Herzfeld and Prince, *Interpretation* (3rd ed, 2024) [20.130]; *Re Ferguson* (1995) 58 FCR 106 at 111 (Branson J); *Big River Paradise Ltd v Congreve* [2008] 2 NZLR 402 at [26]–[27] (William Young P).

²³ *Attorney-General (NSW) v Perpetual Trustee Co (Ltd)* (1940) 63 CLR 209 at 222–224 (Dixon and Evatt JJ).

²⁴ E.g. *Groote Eylandt Aboriginal Trust Inc v Deloitte, Touche & Tohmatsu (No 2)* [2017] NTSC 4 at [228]–[230] (Hiley J), cited with approval in: *Aboriginal Housing Office v Jacky* [2022] NSWSC 916 at [57], [59], [82] (Richmond J); *Adnyamathanha Traditional Lands Association v Rangelea Holdings Pty Ltd* [2023] SASC 51 at [64], [66] (Kourakis CJ); *Rangelea Holdings Pty Ltd v Adnyamathanha Traditional Lands Association* [2025] SASC 32 at [244]–[256] (Livesey P, Bleby and David JJ). See also *Presbyterian Church of Victoria Trusts Corp v Anstee & Ors (No 2)* [2017] VSC 102 at [79]–[82] (Sifris J).

²⁵ *Inland Revenue Commissioners v McMullen* [1981] AC 1 at 15 (Lord Hailsham LC).

Council needs to be able to adapt and change the education provided by the College as knowledge, commerce, values, and society change. The word “youth” should therefore be construed broadly so as to provide the trustees with the flexibility to pursue the trust’s purpose in the way that is most conducive to its attainment from time to time, over a period of centuries. That approach reinforces that the word “youth” should be given its ordinary, broad meaning, unconstrained by gender.

32. The Applicant’s second contention concerning the text is that the primary judge erred in reasoning that the word “pupils”, being gender neutral, was relevant to whether there was ambiguity in the use the word “youth”. This is said to be because, if “youth” means men alone, it is irrelevant that another word is used which may be gender neutral: AS[56]. However, that submission is circular, as the primary judge recognised: J[131]. To determine the meaning of “youth” in the Trust Deed, the instrument must be considered as a whole. It is entirely relevant that the Trust Deed makes no reference to students of the College being “boys”, “young men”, “males”, or “sons”, and only refers to “pupils”²⁶ and “children”.²⁷ By contrast, the pronouns “him” and “his” are used to refer to Council members,²⁸ the Chairman at a Council meeting (“he”),²⁹ and the Conference President (“he”).³⁰ The drafters chose gender-specific language for Church officers, yet gender-neutral language for students. This further indicates that there was no intention to confine the purpose of the College to exclude females. If the drafters had intended the word “youth” to have a meaning narrower than the ordinary usage, confined to males, they would have said so.
33. In any event, even if the internal context of the Trust Deed did not point one way or the other as to the meaning of “youth”, that would not assist the Applicant, unless it could be shown that the ordinary meaning of youth in the collective sense, being gender-neutral, was displaced by other admissible context.

E.3 Surrounding circumstances

34. The primary judge found that the surrounding circumstances to the Trust Deed did not compel any different interpretation of the word “youth” than the natural and ordinary gender-neutral meaning in its collective sense. The Applicant submits that “five key matters” ought to have led the primary judge to find the word “youth” was used in a male-only sense: AS[58]. Each of those matters is addressed below.

²⁶ Trust Deed (Blue 3:3017W).

²⁷ Trust Deed (Blue 3:1132, 1136C, L).

²⁸ Trust Deed (Blue 3:1138N-1139C).

²⁹ Trust Deed (Blue 3:1139P).

³⁰ Trust Deed (Blue 3:1139Q).

E.3.1 “Continuation of the earlier school”.

35. The Applicant contends that: (a) the earlier School was intended to be male-only; (b) the parties to the Trust Deed “envisaged” the new College as a continuation of that School; and therefore (c) the parties to the Trust Deed intended that the College would also be male-only: AS[59]-[65]. However, the first two premises of that argument cannot be established, and in any event, the conclusion does not follow.
36. As to the first premise, there is no basis to conclude that the earlier School was intended to be precluded from educating females. The statements by Reverend Manton made at a public meeting in 1862 and at the School’s inauguration in 1863 referring to the School being open to “sons”³¹ are, at best, statements which may reflect the subjective views of a single person. Even then, they would not necessarily reflect anything more than his intention or understanding at that time; they do not necessarily speak to the future. The same is true of the fact the School commenced with male students. Similarly, advertisements for the School in 1866 referring to “sons”³² are merely statements of who the School admitted at the time.
37. Moreover, there is no evidence of any constituent document governing the terms of the former School and the power to educate and enrol students at that School: J[44]. If no such instrument existed, that School was at liberty to enrol any student it chose. If there was a constituent document limiting the power to enrol female students, one would expect the Applicant’s solicitors to have found it and tendered it below. In those circumstances, it cannot be inferred that the earlier school was limited in its power to enrol females. To the contrary, one would infer there was no such limitation.
38. As to the second premise, the Trust Deed does not “expressly contemplate” that the College was to be a “continuation” of the earlier school, *contra* AS[59]). The recitals state the opposite: “*it is intended that the said Collegiate school at Newington ... shall be discontinued upon the completion of the said College School at Stanmore*”: J[85].
39. In any event, there no basis to conclude from the facts contended for by the Applicant that the parties to the Trust Deed intended that the College could only ever educate boys. Reverend Manton was not a party to the Trust Deed; and his subjective views are irrelevant. The fact that Reverend Fletcher became the new President of the College in 1880, after the Trust Deed was executed (which is inadmissible as an aid to construction),³³ adds nothing. The fact that the earlier School educated boys (or

³¹ **Blue 1:5.**

³² **Blue 1:376, 394.**

³³ *Agricultural & Rural Finance Pty Ltd v Gardiner* (2008) 238 CLR 570 at 582 [35] (Gummow, Hayne and Kiefel JJ).

that the College only educated boys) provides no meaningful insight into what the parties to the Trust Deed intended would be the *constraints on power* of the governing councillors of the College to educate other students. It does not follow that, because the School had previously enrolled a particular type of student, the parties intended to *restrict* the College from admitting other types of students into the future.

40. Underlying the Applicant's submissions is a premise that the drafters had an adamant attitude about the way the College was to be operated. The Court would not assume such an attitude, particularly given the Trust Deed is a formal legal document, drafted by persons skilled in the drafting of such instruments: J[118], where gender-neutral language was used, and where it would have been logical and straightforward to be specific if such a restraint was intended.

E.3.2 Statements made after the Trust Deed was executed

41. The Applicant relies on a brief address given by the President of the General Conference in January 1877,³⁴ a speech given in 1877 by the then-President of the College,³⁵ and speeches given at the opening of the College on 19 January 1881,³⁶ said to make reference to boys and to a purpose of the College being to train candidates for the University of Sydney: AS[66].
42. The primary judge was correct not to place weight on those statements. They do not constitute or evidence surrounding circumstances known to the parties of the Trust Deed; and having been made after the Trust Deed was executed they are inadmissible as an aid to construction.³⁷ (The Applicant's submissions about the "ancient documents rule" are addressed later at [70]ff below.)
43. Moreover, at its highest, these statements may reflect only the subjective understanding of the individuals making them. The Applicant's argument also assumes that these isolated remarks spoke to the plenitude of the power conferred upon the trustees, rather than to the factual matter of what was in fact being done at that point in time. The statements on which the Applicant relies are just as readily understood as simply describing the manner in which the school in fact then operated.

E.3.3 Plan at the Kingswood School

44. The Trust Deed stipulates that a certain number of children of Ministers in NSW are to receive education at the College, in consideration for the amount those children

³⁴ Newspaper article, 'Wesleyan Methodist Conference', 27 January 1877 (**Blue 3:1171**).

³⁵ Newspaper article, 'Wesleyan Methodist Conference', 27 January 1877 (**Blue 3:1172**).

³⁶ 'Opening of Newington College', Sydney Morning Herald, 19 January 1881 (**Blue 3:1263**).

³⁷ *Agricultural & Rural Finance Pty Ltd v Gardiner* (2008) 238 CLR 570 at 582 [35].

receive as an allowance from the “children’s fund” and “fund for the education of Ministers Children” in accordance with “the plan which prevails in the Kingswood and Woodhouse Grove Schools in England”: J[59] (recitals), [86] (operative clauses). The primary judge was correct to conclude at J[148] that these references did not support the Applicant’s construction of the word “youth”, *contra* AS[70].

45. The references are at best ambiguous, for several reasons. First, there is nothing in the text of the Trust Deed to suggest that this funding scheme applied *only* to Minister’s sons. Indeed, the Church records indicate that both the “children’s fund” and the education fund to which the Trust Deed refers were open to females.³⁸ Secondly, there is no evidence as to whether the Woodhouse Grove School accepted females at the time it was established, which precludes any inference stemming from the reference to the Kingswood School being an all-boys school. Thirdly, it is unclear whether the “plan” referred to in the Trust Deed is that “adopted” by the English Conference for those schools (as stated in the operative provisions) or that which “prevails” as at 1873 (as described in the recitals). Whether there are any differences between those “plans” is similarly unknown. Fourthly, the “plan” referred to does not necessarily mean the composition of the student cohort by reference to gender. The plan more plausibly refers to the funding arrangements at those schools, given the focus of the provision is securing funded education for the children of Ministers.
46. In any event, the “plan” for the Kingswood and the Woodhouse Grove schools is unknown, including whether it addresses gender. Nothing can be inferred from the references to it in the Trust Deed. Nor is there any evidence of the governing instruments of those schools. It might well be that the governing entities for those schools had the power to admit females, but they did not exercise that power.
47. Lastly, even if the “plan” only permitted funding male education, that would not be determinative of the meaning of “*education for youth*” in the Trust Deed. The funding stipulation guaranteed places at the College for the education of Ministers’ children. It is possible that such a scheme was put in place for the educational support of boys at the school, without intending to exclude girls from attending.

E.3.4 Discussions within the Church concerning female education

48. The primary judge concluded correctly that the discussions within the Church concerning female education did not support an unexpressed limitation on the

³⁸ Charles Rigg, *A Digest of the Laws and Regulations of the Australasian Wesleyan Connexion* (1872) 164-165 (CB 3C:5147-5149) (**Blue**); Minutes of Australasian Wesleyan Methodist Church 17th Annual Conference (1871) 31 (**Blue 2:576**), 105 (**Blue 2:650**).

gender-neutral language of the Trust Deed. They in fact *reinforce* that choice of language, *contra* AS[71]-[72].

49. With one exception, there are no references in the minutes of the School Council from 1869 to 1873 to the gender of the students who were to attend the new College.³⁹ Rather, the minutes refer to “students”, “pupils”, and “children”. The one exception appears in the minutes of a meeting held on 19 May 1872 (J[52]):⁴⁰

After discussion, it was resolved that the following resolutions be recommended to the Sydney District Meeting and the Conference

I. That the whole of the Stanmore property devised to the Wesleyan Church be appropriated to Collegiate purposes.

II. That the one half be devoted to the purpose of a Wesleyan Theological Institution and the other half to a Collegiate School; provided that in the latter, as soon as practicable, the sons of Wesleyan Ministers labouring in New South Wales, shall receive education from the age of eight to fourteen years, or from nine to fifteen years, for the amount of the allowance to boys from the Children’s and Educational Funds, in accordance with the plan which prevails in England. [...]

V. That the principles contained in the foregoing resolutions be embodied in the deed of settlement. (Emphasis added)

50. The Council’s recommendation was considered by the Sydney District, which in turn made a recommendation to the General Conference: J[53]. The resolution ultimately passed by the General Conference on 3 February 1873 was in a similar, but materially different form (J[57]-[58]):

The Conference adopts the recommendations of the Ministers of New South Wales on this subject and resolves

1. That the whole of the Stanmore estate be appropriated to collegiate purposes.

2. That all the money received under the provisions of the will of the late John Jones be appropriated to the erection of collegiate buildings, on half of the proceeds of the legacy being devoted to the purpose of a Wesleyan Theological Institution, and the other half to a collegiate school; provided that in the latter a certain number of the children of Wesleyan Ministers labouring in New South Wales to be determined by a Committee to consist of the members of the Provisional Theological Institution for New South Wales and the Members of the Council of Newington College, shall receive education from the age of eight to fourteen years or from nine to fifteen years, for the amounts of the allowances from the Children’s fund and the fund from the Education of Minister’s children in accordance with the plan which prevails in England. [...]

5. That the principles contained in the foregoing resolutions be embodied in the deed of settlement. (Emphasis added)

51. The gendered language in the initial recommendation by the School Council was thus

³⁹ Minutes of meetings of councillors 1869–1873 (**Blue 3:1027-1083**).

⁴⁰ **Blue 3:1042**.

changed in the final resolution of the General Conference to be gender-neutral: J[60]. The Court would be slow to construe “youth” to mean boys, when the parties deliberately used gender-neutral language in a resolution which they resolved “be embodied in the deed of settlement”, executed later that year in the Trust Deed.

52. The Applicant points to “other drafting differences” between the respective resolutions, such that the author of the second resolution engaged in a “bespoke drafting exercise”, without “a deliberate end in mind”: AS[86]. However, those other changes did not materially restrict the effect the initial resolution. The change from boys to a gender-neutral term was a substantive change. It was made in the context where the resolution recorded that the principles contained in the resolutions were to be embodied in a deed of settlement. The Trust Deed then ultimately did use gender-neutral language; it did not refer to sons or an allowance to boys.
53. The Applicant contends there is no evidence the parties to the Trust Deed knew of the change in wording. However, all of the parties to the Trust Deed were members of the School Council when it was executed. They can be taken to be aware of their own resolutions in the months leading up to the execution of the Trust Deed. Further, at the meeting of councillors on 19 May 1872 at which the draft resolutions for the annual Conference were resolved, those present included Reverends Waterhouse and Fletcher.⁴¹ Both were parties to the Trust Deed; Reverend Fletcher was then-President of the College; and Reverend Waterhouse presented the resolutions on behalf of the councillors to the General Conference.⁴² Ten of the 11 parties to the Trust Deed attended the Conference which passed the gender-neutral resolution.⁴³
54. Notably, there was discussion about the future of higher female education at the national level of the Church during this precise period. A news report of the sixth day of the General Conference on 25 January 1872 states (J[73]):⁴⁴

FEMALE EDUCATION.

Mr J. Wilton moved, and Mr Cotton of Adelaide, seconded, this resolution, which was unanimously adopted by the conference:-“That, in the opinion of this committee, the time has arrived for the superior education of the daughters of our people, and that the careful consideration of the conference be asked to this subject, and that a committee of ministers and laymen be appointed to report on the matter.

55. A newspaper report of the fifth day of the annual meeting of the Sydney District of the

⁴¹ Meeting minutes of 19 May 1872 (**Blue 3:1042**).

⁴² Newspaper article ‘Australasian Wesleyan Methodist Conference’, 6 February 1873 (**Blue 3:1001**).

⁴³ Minutes of Australasian Wesleyan Methodist Church 19th Annual Conference, Apx. II (**Blue 2:952**).

⁴⁴ *Argus* (Melbourne), 26 January 1872 (reporting on the events on 25 January) (**Blue 2:813**).

Conference on 18 November 1872 records:⁴⁵

Questions relating to the erection of new College at Stanmore, and of higher female education, were remitted to Conference for their decision.

56. A newspaper report of the seventh day of the meeting records (J[74]):⁴⁶

The question of higher female education, remitted by the last Conference for consideration, having been brought up, Rev. S. Wilkinson addressed the committee on the importance of the question, but it resolved that it could not make any recommendation on the subject to the Conference.

57. Samuel Wilkinson, who addressed on the “importance” of the question of female education, was a member of the Sydney District of the Church.⁴⁷
58. The Victorian District of the Church, which sent representatives to each General Conference, was strongly in favour of co-education. In 1866, there was a Royal Commission into public education in Victoria, at which the Chairman of the Victorian District gave evidence that he had consulted with leading Wesleyan ministers and teachers and the broad consensus was that co-education was beneficial: J[71]-[72]. The majority of Church elementary schools in Victoria were coeducational: J[70].
59. The next annual meeting of the Sydney District was on 12 November 1873,⁴⁸ after the Trust Deed was executed. The Church was thus discussing female education in the latter part of 1872 at its General Conference in the lead up to the Trust Deed. This may well explain why there was a decision to remove the male-focused language in the resolution adopted by the General Conference. Moreover, it provides a good reason why the parties to the Trust Deed used the gender-neutral term “youth”. That language was apt to preserve the possibility of admitting female students at some future time – whether fully integrated in the same classes as males, or in some classes such as elementary school, or at the same school but in separate classes.
60. As for later events, such as those in 1880 and the opening of the Methodist Ladies College, those occurred after execution of the Trust Deed and are inadmissible as an aid to construction.⁴⁹ In any event, there is nothing inconsistent with the later opening of MLC and the parties having left open the possibility of educating females at the College. Without more, events in 1880 are not probative of the parties’ intentions in 1873. Additionally, the constitutive documents for MLC are not in evidence. The scope of the power to admit particular types of students is unknown.

⁴⁵ SMH, 20 November 1872 (reporting on events of 18 November) (**Blue 2:814**).

⁴⁶ SMH, 22 November 1872 (reporting on events of 20 November) (**Blue 2:816**).

⁴⁷ Minutes of the Church 19th Annual Conference (1873) 12-13 (**Blue 2:832-833**).

⁴⁸ ‘Wesleyan District Meeting’, SMH, 22 November 1872 (noting next meeting date) (**Blue 2:816**).

⁴⁹ *Agricultural and Rural Finance Pty Ltd v Gardiner* (2008) 238 CLR 570 at 582 [35].

E.3.5 NSW government education policy in the mid-to-late 19th century

61. The fact that NSW government policy had been to educate boys and girls separately until 1906 does not support the inference that the parties to the Trust Deed intended the College to be restricted to boys, *contra* AS[76]-[79], for several reasons.
62. **First**, there were no public/government high schools before 1880, when the *Public Instruction Act 1880* (NSW) was enacted: J[31].⁵⁰ Self-evidently, there was no government policy concerning co-education in high schools in 1873.
63. **Secondly**, government policy does not necessarily translate to Church policy or attitudes. Indeed, as noted at [58] above, the Methodists in Victoria were in favour of co-education and almost all Methodist elementary schools there were co-educational.
64. **Thirdly**, the government's policy is not probative of the parties' intentions. Instead, it presupposes that the parties' intentions are likely to have conformed with the views of other persons, who were not parties to the Trust Deed. Preconceptions as to what the parties are likely to have intended ought not be allowed to deprive the language in the Trust Deed of its natural meaning and effect.⁵¹
65. **Fourthly**, education was in a state of flux during the latter half of the 19th century. There was discussion in the Church about the need for female higher education, outlined above. There were also significant developments and ongoing debate about the role of denominational schools.⁵² In such a climate, the fact that a particular government policy held sway at a particular time does not detract from the likelihood the parties to the Trust Deed would have intended to keep their options open.
66. **Fifthly**, there were co-educational elementary schools in NSW at the time of the Trust Deed: J[30]; and the original School established in 1863 did provide some elementary education. That is evident from the ages of several of the students: one aged 7; one aged 8; two aged 9; one aged 11; and three aged 12.⁵³ As noted above, in Victoria, almost all of the Methodist elementary schools were co-educational.⁵⁴ It is therefore plausible that the parties wished to keep open the possibility of providing co-educational elementary education at the College, just as some other elementary schools in NSW provided. This is a further reason why the parties to the Trust Deed would not have intended to exclude co-educational teaching at the College.

⁵⁰ Craig Campbell, 'Public high schools: the foundations, Australia 1870-1920' (**Blue 4:1624**).

⁵¹ *Southern Cross* at 636.

⁵² Alan Barcan, *A History of Australian Education* (1980), Ch 4, 6, 7 and 8 (**Blue 4:1371-1408**).

⁵³ Student Register for the Wesleyan Collegiate Institution dated 1863 (**Blue 1:381**).

⁵⁴ Carole Hooper, 'Single-sex versus co-educational schooling in 19th-century Victorian public schools' (2021) 50(2) *History of Education Review* 258-271 at 260 (**Blue 4:1684**).

F RULING ON NEWSPAPER ARTICLES (GROUND 3)

67. The primary judge did not err in rejecting as inadmissible the Applicant's selection of 20 historical newspaper articles which contained the word "youth", *contra* AS[43]-[53]. A selective choice of newspaper articles from the nineteenth century provides no assistance in the exercise of interpreting the Trust Deed or in identifying the ordinary meaning of the word "youth" in 1873, for two reasons.
68. First, it would be impossible to conclude from that isolated selection of articles whether the usages of the word "youth" in them were representative of wider usage and to what extent. The articles were selected from hundreds of contemporaneous quotations gathered by the Applicant's lexicographer expert. The fact that it is *possible* to use a word to mean one of a range of meanings does not provide evidence of the ordinary meaning of the word in 1873. Secondly, each article would need to be interpreted to see whether the word is only made gender-specific because of other statements in the document. Such instances do not demonstrate a contemporaneous usage limited to males. As for the "ancient documents rule", this is addressed below.
69. Further, if the primary judge erred in rejecting the 20 newspaper articles, then the balance of the news articles gathered by the Applicant below were also required to be admitted. The Council tendered the balance of those articles conditionally in the event the Applicant's isolated set of 20 articles was admitted.⁵⁵ (The Court has not been burdened with those additional articles, but they can be made available.) The significance is that, as the Applicant accepted below,⁵⁶ the articles had been identified by the Applicant's lexicographer, and of the 527 news articles found by searching for examples of usage of the word "youth", only approximately 2-3% were clearly gender specific. About 90% were clearly gender non-specific. This is a further reason why the 20 articles relied upon by the Applicant do not demonstrate a recognised usage.

G "ANCIENT DOCUMENTS RULE" (GROUND 4)

70. The Applicant sought to rely on events and conduct after the execution of the Trust Deed as an aid to construction, comprising the statements at [46]-[49] above, the fact that when the College opened in 1881 the students it enrolled were boys, and the fact that the MLC school established in 1886 also enrolled only girls when it opened. For the reasons already addressed above, none of those matters, even if admissible for this purpose, supports the construction advanced by the Applicant.
71. Additionally, however, the primary judge ruled that subsequent conduct of this kind

⁵⁵ T 11.25-12.5 (**Black 85-86**).

⁵⁶ T 11.35-11.45 (**Black 85**).

was inadmissible as an aid to construction of the Trust Deed. The Applicant contends there is an exception known as the “ancient documents rule” which permits evidence of subsequent conduct in the case of documents which date before living memory.

72. The primary judge doubted whether such a rule is consistent with the modern law on the interpretation of contracts: J[158]-[161]. The Council submits that the primary judge was right to do so, for the reasons his Honour identified. It may be added that there is no Australian authority known to the Council holding that such a rule exists, or exploring its boundaries. In *Administration of Papua and New Guinea v Oaera Guba* (1973) 130 CLR 353 at 446, Gibbs J (with whom Menzies and Stephen JJ agreed) identified the possibility that the case of *Watcham v Attorney-General (East Africa Protectorate)* [1919] AC 533 laid down a special rule permitting recourse to subsequent conduct for instruments relating to land, but left the question open. In *Mineralogy Pty Ltd v Sino Iron Pty Ltd (No 6)* (2016) 329 ALR 1 at 113 at [719], Edelman J referred to the rule but only in passing.
73. Further, if there is a rationale for such a rule, it appears to be necessity, on the basis that it may be difficult in some cases to comprehend obscure language in earlier eras. If so, the putative rule can have no work to do where the ordinary meaning of the text can be ascertained safely by other, conventional means—such as by dictionaries.
74. Ultimately, the primary judge found that even on its own terms, the posited “ancient documents rule” does not apply unless the instrument in question is ambiguous or obscure: J[162]. That conclusion is challenged by Ground 4 of the Notice of Appeal.
75. The Applicant cites only one authority for his contention, being the passage of *Shore v Wilson*⁵⁷ extracted at AS[47]. However, all that Coleridge J said is that: (a) the greater the effluxion of time since an instrument was executed, the greater the potential for uncertainty of its meaning; and (b) for the deeds at issue in that particular case, recourse to extrinsic material was justified. That falls well short of standing as authority for the proposition that the “ancient documents rule” applies universally in all cases, whether or not there is any ambiguity in the instrument.
76. Additionally, Coleridge J said that even in the case of ancient documents, extrinsic evidence is not admissible where language is used in a deed which in its primary meaning is unambiguous, *contra* AS[47]. Before the passage extracted by the Applicant, his Honour said: “*where language is used in a deed which in its primary meaning is unambiguous ... no evidence is receivable to show that in fact the writer*

⁵⁷ *Shore v Wilson* (1842) 9 CL & Fin 355; 8 ER 450.

used it in any other sense, or had any other intention".⁵⁸ His Honour referred repeatedly to this as "*the rule*". His Honour noted that various religious terms used in the deed had become ambiguous with age. His Honour then accepted, in the passage quoted at AS[47], that the court can sometimes go beyond the deed in the case of ancient documents. After accepting that point, however, Coleridge J reiterated the applicability of the "rule", saying that "[s]o long as we limited our reception of evidence to what is legitimate, for these inquiries, we do not break in upon the rule".⁵⁹ Williams J, Gurney B, and Lord Tindal CJ made similar comments.⁶⁰

77. The need for ambiguity or obscurity for the posited "ancient documents rule" to apply is also supported by a number of other English cases⁶¹ and texts.⁶² Accordingly, to the extent the ancient documents rule recognised in the older English cases exists, it requires ambiguity or obscurity to be engaged. Ground 4 should be rejected.

H EVEN IF "YOUTH" MEANS BOYS, CO-EDUCATION IS NOT EXCLUDED (NOC)

78. In the alternative, even if the word "youth" in the Trust Deed meant boys or young men, the object of providing "an efficient course of education" for boys or young men did not exclude co-education. The primary judge found it unnecessary to deal with that argument, which is the subject of the Council's Notice of Contention. The primary judge was unwilling to deal with the Council's alternative argument on the basis that "it expands the debate beyond the pure question of power" into an inquiry into whether the Council actually made the decision on that basis: J[167]. With respect, the Council's submission does not depend on the reasons for its decision. Rather, it is that the object of the Trust Deed is broad enough to permit co-education.
79. What constitutes an "efficient course of education" for boys or young men necessarily changes with the times, for the reasons outlined above. Consistently with the principles at [30]-[31] above, that object should be given a broad and ambulatory construction. The parties to the Trust Deed must have intended that the Council have a broad latitude of decisional freedom to determine what constitutes an effective

⁵⁸ *Shore v Wilson* (1849) 9 Cl & Fin 355, 525; 8 ER 450 at 518.

⁵⁹ *Shore v Wilson* (1849) 9 Cl & Fin 355 at 528; 8 ER 450 at 519.

⁶⁰ *Shore v Wilson* (1849) 9 Cl & Fin 355 at 540; 8 ER 450 at 523, 525, 532-3.

⁶¹ *Chad v Tilsed* (1821) 2 Brod & B 405 at 406; 129 ER 1022 at 1023 (Dallas CJ); *Attorney-General v Drummond* (1842) 1 Dr & War 353 at 368 (Sir Edward Sugden); *Doe v Bevis* (1849) 7 CB 456 at 504-505; 137 ER 181 at 201 (Coltman J); *Attorney-General v Corporation of Rochester* (1854) 5 De Gm & G 797, 822; 43 ER 1079 at 1089 (Turner LJ); *Attorney-General v Sidney Sussex College* (1869) LR 4 Ch APP 722 at 732 (Lord Hatherley LC); *Earl de la Warr v Miles* (1881) 17 Ch D 535 at 573 (Bacon VC), upheld on appeal (1881) 17 Ch D 535 at 588 (James LJ), 589-90 (Brett LJ); *L Schuler AG v Wickman Machine Tool Sales Ltd* [1974] AC 235 at 261 (Lord Wilberforce).

⁶² Robert Norton and Robert Dun, *A Treatise on Deeds* (Sweet & Maxwell, 1906), 140-4; John Pitt Taylor, *A Treatise on the Law of Evidence* (Maxwell & Son, 1878) vol II, § 1091.

course of education. That intention is further supported by the provision in the Trust Deed that the councillors have the power to determine the “*terms conditions and regulations upon and subject to which the pupils ... shall be admitted*”.⁶³ On its face, that power enabled the councillors to determine the gender of the students eligible to be admitted to the College. While the College is now governed by the Act rather than the Trust Deed, this power is a matter favouring a broad construction of the general object of the College set forth in the Trust Deed, to which s 13 of the Act refers.

80. Reasonable minds may differ about the pros and cons of co-education. But the proposition that boys may benefit from having girls in the classroom, with whom they must learn, engage, understand, and work as peers, cannot be said to be unreasonable or irrational. It cannot be suggested that no reasonable trustee in the position of the Council would conclude that co-education does not contribute to an effective course of education for boys. That is the threshold delimited by a broad and flexible concept of an effective education. The Applicant has not discharged his onus of showing that co-education is beyond that threshold. As a result, the object of the Trust Deed encompasses the provision of education to boys and young men in a co-educational school, even if “youth” is construed only to mean boys or young men.

I CONCLUSION

81. For these reasons, the primary judge was correct to conclude that the operation of a co-educational school is within the objects for which the College was founded as set forth in the Trust Deed, being to “provide an efficient course of education for youth”. It would not be a breach of trust for the Council to use any property held on trust under s 13 of the Act for co-education. The appeal should be dismissed with costs.

26 September 2025



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⁶³ Trust Deed (**Blue 3:1135U**).

I, Claire Latham, a solicitor employed by the first respondent's solicitor, hereby certify that these submissions are suitable for publication on the Supreme Court's website.

Dated: 3 October 2025



Claire Latham