

**OFFICE OF THE INFORMATION  
COMMISSIONER (W.A.)**

**File Ref: F1551999  
Decision Ref: D0022000**

Participants:

**Gerald Oset**  
Complainant

- and -

**Office of Racing, Gaming and Liquor**  
First Respondent

- and -

**Burswood Ltd**  
Second Respondent

## **DECISION AND REASONS FOR DECISION**

FREEDOM OF INFORMATION – scope of application - non-payment of prescribed fee under s.12(1)(e) - refusal of access - casino security shift reports - incident reports - clause 4(2) - meaning of 'commercial value' - whether commercial value could be expected to be diminished or destroyed by disclosure - clause 4(3) - whether documents contain information relating to business, professional, commercial or financial affairs - meaning of 'adverse effect' - clause 5(1)(b) - meaning of 'reveal the investigation' - meaning of 'investigation' - whether 'contravention of the law' investigated - cause 3 - definition of personal information - personal information about individuals other than the access applicant - public interest test.

*Freedom of Information Act 1992 (WA)* s.12(1)(e), 26, 45(1) and 46(1)(b), (c) and (d);  
Schedule 1 clauses 3(1), 4(2), 4(3), and 5(1)(b)

*Interpretation Act 1984*  
*Casino Control Act 1984*

*Searle Australia Pty Ltd v Public Interest Advocacy Centre and Anor* (1992) 36 FCR 111  
*Re Public Interest Advocacy Centre and Department of Community Services and Health and Schering Pty Ltd* (1991) 23 ALD 14  
*Re Cannon and Australian Quality Egg Farms Limited* (1994) QAR 491  
*Police Force of Western Australia v Kelly and Anor* (1996) 17 WAR 9

## DECISION

The decision of the agency is varied. It is decided that:

- only those parts of the documents containing personal information about the complainant are within the scope of the access application;
- the personal information about third parties which is contained in those parts of the documents is exempt under clause 3(1) of Schedule 1 to the *Freedom of Information Act 1992*;
- those parts of the documents are not otherwise exempt; and
- the complainant is to be given access by way of edited copies of the documents with matter that is outside the scope of the access application and matter that is exempt under clause 3(1) deleted.

B.KEIGHLEY-GERARDY  
INFORMATION COMMISSIONER

17 January 2000

## REASONS FOR DECISION

### BACKGROUND

1. This is an application for external review by the Information Commissioner arising out of a decision made by the Office of Racing, Gaming and Liquor ('the agency') to refuse Mr Oset ('the complainant') access to documents requested by him under the *Freedom of Information Act 1992* ('the FOI Act'). Burswood Limited ('the third party') which has been joined as a party to this complaint, created some of the particular documents requested by the complainant.
2. Between November 1998 and April 1999, the complainant was involved in a number of incidents at casino premises operated by the third party. On 18 November 1998, he was barred from the casino for 24 hours. On 5 December 1998, the third party issued the complainant with a written direction that he was prohibited from entering the casino for 3 months. On 4 March 1999, the police issued the complainant with an infringement notice that required him to pay a \$50 fine for entering the casino when the direction issued by the third party was still in force. On 3 April 1999, the third party issued the complainant with another written direction, this time barring him from the casino for 6 months.
3. The complainant applied to the agency for a review of the infringement notice and the circumstances surrounding its issue to him. The agency made inquiries and informed the complainant that police were responsible for the infringement notice and that it would not be withdrawn. Subsequently, on 2 June 1999, the complainant made an application to the agency under the FOI Act seeking access to various documents identified as follows:
  - documents resulting from the agency's investigation into the infringement notice, including allegedly false information claimed by the complainant to have been given to the agency by the police;
  - documents relating to information allegedly given to the complainant's mother in April 1999 to the effect that the complainant had been given written notice advising him that he was banned from entering the casino for 3 months;
  - documents relating to a certified mail letter allegedly produced to police on 4 March 1999; and
  - documents relating to the complainant's complaint and appeal against his treatment by security officers of the casino on 1 April 1999 and the further ban against entering the casino imposed on him for 6 months from 3 April 1999.
4. On 19 July 1999, the agency informed the complainant that it had identified 16 documents as coming within the ambit of his access application. The agency granted him full access to five documents and access to an edited copy of one document; and refused access to 7 others on the ground that those documents were exempt. The agency also refused access to 3 documents (10, 15 and 16) on

the basis that the original of each of those documents was posted to the complainant by the agency. The agency did not cite any exemption in respect of those documents.

5. On 3 August 1999, the complainant applied to the agency for internal review of that decision and, in addition, he sought access to three documents that he alleged had not been identified by the agency. Those documents were described as a report related to a discussion with the complainant's mother on 4 April 1999; a report regarding complaints about the complainant made on 18 March 1999, 16 April 1999, 2 June 1999 and 11 June 1999 and the investigation into those complaints; and a report relating to an incident on 1 April 1999. The complainant also sought the amendment of certain information contained in several documents on the ground that that information is false information provided to the casino and the agency by third parties.
6. On 13 August 1999, the internal reviewer decided that 7 documents were exempt under clause 4(3) of Schedule 1 to the FOI Act; some information in one document was exempt under clause 3(1); and other documents identified by the complainant were not documents of the agency but documents of the third party. The internal reviewer also refused access to one of the requested documents under s.26 of the FOI Act on the ground that it did not exist. However, the internal reviewer did not deal with the 3 documents to which, in the initial decision, the agency had refused access on the basis that the original documents had already been posted to the complainant.
7. On 7 September 1999, the complainant lodged a complaint with the Information Commissioner seeking external review of the agency's decision.

## **REVIEW BY THE INFORMATION COMMISSIONER**

8. In order to assist me to deal with this matter, I required the agency to produce to me, for my inspection, its FOI file maintained in respect of the complainant's access application, together with the disputed documents. Inquiries were also made with officers of the agency in respect of this complaint.

### **Preliminary issue – scope of the access application**

9. When the complainant lodged his access application with the agency, he sought to be given access to copies of the requested documents at no cost. The complainant did not tender an application fee of \$30.00, being the prescribed fee payable under s.12(1)(e) of the FOI Act for an application for access to non-personal information. Therefore, in my view, the agency was entitled to consider the complainant's access application to be an application for access to personal information about him only. Accordingly, I take the view that any information contained in the requested documents that does not consist of "personal information", as defined in the FOI Act about the complainant falls outside the scope of his access application, and therefore outside the scope of this complainant.

### **Preliminary issue – amendment of personal information**

10. In his application for internal review, the complainant purported to apply for the amendment of information that he claims is false. Under s.45(1) of the FOI Act, the right to apply for the amendment of personal information is limited to information that is inaccurate, incomplete, out of date or misleading. Any application for amendment must comply with, among other things, the requirements of s.46(1)(b), (c) and (d) of the FOI Act. Those provisions require, essentially, that an application for amendment must give enough details to enable the document to be identified, and details of the matters in respect of which the applicant believes the information to be inaccurate, incomplete, out of date or misleading and the persons reasons for that belief. The complainant did not do so and the allegations contained in his request to the agency for internal review, did not, in my opinion, amount to a valid application for amendment of personal information in accordance with s.46 of the FOI Act. Therefore, as I do not consider that a valid application for amendment was made, it is my view that no right of review of the agency's action in respect of the request arises and I have not dealt with that aspect of the complaint.

### **Preliminary view**

11. On 19 November 1999, after considering the material before me, I informed the parties in writing of my preliminary view of this complaint, including my reasons. It was my preliminary view that the relevant parts of 7 documents may not be exempt under clause 4(3); 3 documents may not be exempt for any reason; some matter may be exempt under clause 3; and some matter contained in the documents falls outside the scope of the complainant's access application.
12. The agency released 3 documents (numbers 10, 15 and 16) to the complainant in full and did not pursue its claim for exemption under clause 4(3), for the relevant parts of those 7 documents which, in my preliminary view, were not exempt under clause 4(3). However, the third party maintained its objection to the disclosure of 7 documents. I also received a submission from the third party in which it claimed exemption for those 7 documents under clauses 4(2), 4(3) and 5(1)(b). Although a letter was received from the complainant, that letter did not contain anything of substance relevant to this complaint. It appears that the complainant continues to seek access to unedited copies of all the documents.

### **THE DISPUTED DOCUMENTS**

13. There are 8 documents remaining in dispute between the parties. There are 7 documents which were created by officers of the third party and for which the third party claims exemption and one document created by the agency (Document 11) which has been released to the complainant by the agency in edited form, with personal information about third parties deleted and claimed to be exempt under clause 3(1). For the purposes of clarity and convenience, I

use the numbering system in the agency's schedule attached to its notice of decision dated 16 July 1999 to refer to the disputed documents. Only parts of each document remain in dispute. In Documents 2, 3, 4, 6, 7, 8 and 9 those are the parts that relate to the complainant only and which I have identified to the agency and the third party. In Document 11 the disputed matter is the matter deleted from the edited copy released to the complainant by the agency. The disputed documents are described as follows:

Document No.	Description	Exemption Claim
2	Security shift incident report (no. 33242) dated 5 December 1998.	Clause 4(2),4(3), 5(1)(b)
3	Security shift incident report (no. 33243) dated 5 December 1998 (Page 2 of Document 2).	Clause 4(2),4(3), 5(1)(b)
4	Statement of Casino officer dated 28.4.99.	Clause 4(2),4(3), 5(1)(b)
6	Security shift incident report (no. 34014) dated 3 April 1999.	Clause 4(2),4(3), 5(1)(b)
7	Security shift incident report (no. 324015) dated 3 April 1999 (Page 2 of Document 6).	Clause 4(2),4(3), 5(1)(b)
8	Information sheet – undated .	Clause 4(2),4(3), 5(1)(b)
9	Security shift incident report (no. 36322) dated 18 November 1998.	Clause 4(2),4(3), 5(1)(b)
11	Agency internal memorandum dated 29 April 1999.	Clause 3(1)(part only)

## THE EXEMPTIONS

### (a) Clause 4(2)

14. Clause 4(2) provides:

#### “4. Commercial or business information

##### *Exemptions*

- (1) ....  
 (2) *Matter is exempt matter if its disclosure -*

*(a) would reveal information (other than trade secrets) that has a commercial value to a person; and*

*(b) could reasonably be expected to destroy or diminish that commercial value.”*

15. Clause 4(2) is concerned with protecting from disclosure matter which is not a trade secret, but which has “commercial value” to a person. The word “person” includes a public body, company, or association or body of persons, corporate or unincorporate: see *Interpretation Act 1984*, s.5. I do not consider that the commercial value of the matter under consideration needs to be quantified or assessed in order to satisfy the requirements of clause 4(2)(a). However, the exemption consists of two parts and the requirements of both parts (a) and (b) must be satisfied in order to establish a *prima facie* claim for exemption under clause 4(2).
16. As to the requirements of clause 4(2)(a), I am of the view that matter has a “commercial value” if it is valuable for the purpose of carrying on the commercial activities of any person. I also consider that it is by reference to the context in which that information is used, or exists, that the question of whether it has a commercial value to a person may be determined.
17. Clause 4(2)(b) is concerned with the effects of disclosure, not with the reasonableness of a claimant’s behaviour: see *Searle Australia Pty Ltd v Public Interest Advocacy Centre and Anor* (1992) 36 FCR 111 at p.123. Further, if the information in dispute is already in the public domain, then any commercial value it may have could not be further diminished by its disclosure under the FOI Act: see *Re Public Interest Advocacy Centre and Department of Community Services and Health and Schering Pty Ltd* (1991) 23 ALD 714 at 724.
18. The third party informs me that it is chiefly involved in gaming activities that are, obviously, commercial in nature, and submits that security is vital in protecting the integrity of those gaming activities. The third party claims that any information that details security measures is information that is valuable for the purposes of it carrying on its commercial activities. The third party also claims that the disclosure of information detailing security measures could reasonably be expected to diminish the commercial value of that information, given that, if outsiders learn of the procedures used by the third party at the casino, and the effectiveness or otherwise of those procedures, those outsiders would be better placed to manipulate them. The third party contends that it is not in the public interest to release documents revealing security procedures at the casino.
19. I accept the claim that the third party is chiefly engaged in gaming activities that are commercial in nature. I accept that, given the particular nature of the commercial activities at a casino, effective ongoing security such as monitoring of the activities of both staff and patrons may be vital to the viability of its commercial enterprise. Therefore, information detailing the particular security measures employed may have a commercial value to the third party. However, I do not consider that the matter in dispute is that kind of information.

20. The disputed matter contains information relating to particular incidents, recording in narrative form incidents involving the complainant that led to his barring from the casino on three occasions. The documents do not detail systems or procedures in place. Nor, in my view, could the casino's security systems and procedures be ascertained from that information. All that would be disclosed by its release, in my view, is what was done in those particular instances.
21. Further, even if I were to accept that the matter in dispute had a commercial value to the third party, to establish the exemption it would also have to be shown that the commercial value could reasonably be expected to be destroyed or diminished by disclosure. Having considered the matter proposed for release, I am not persuaded that that is the case. Much of it is already known to the complainant by virtue of his having been a participant in the events recorded and much of it has already been disclosed to the complainant in the edited copy of Document 11 which I understand that the agency has already released to him.
22. If the disputed matter contained information about security methods or procedures that were secret or unique to the casino, then the value of that information might be dependent on its continued secrecy. If the information concerned security measures the effectiveness of which was, for that reason or otherwise dependent on its secrecy, then clearly the value of that information would be diminished by its disclosure. However, the documents do not appear to me to contain information of that kind and the third party has not persuaded me that they do. It is no secret that security officers operate at the casino; that has been revealed in the documents already disclosed and I understand that they patrol the casino premises in uniform. The disputed matter does not appear to me to reveal any activities or modes of operating of those officers other than those an ordinary person would expect of security officers.
23. Therefore, I am not persuaded that the disputed matter contains any information having a commercial value to a person, nor that, if it did have any commercial value, that commercial value could reasonably be expected to be destroyed or diminished by its disclosure. I find that the disputed matter is not exempt under clause 4(2).

**(b) Clause 4(3)**

24. Clause 4(3) provides:

***“4. Commercial or business information***

***Exemptions***

*(3) Matter is exempt matter if its disclosure -*

*(a) would reveal information (other than trade secrets or information referred to in subclause (2)) about the business, professional, commercial or financial affairs of a person; and*



(b) *could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of information of that kind to the Government or to an agency.”*

25. In my view, the purpose of the exemption in clause 4(3) is to ensure that the business, professional, commercial or financial affairs of any person (including a company or incorporated body) are not adversely affected by the disclosure of information about those affairs under the FOI Act. The exemption recognises that the business of government is frequently mixed with that of the private sector and that the business interests of third parties should not suffer as a result of that association.
26. Clause 4(3) is in two parts and both must be satisfied before a valid claim for exemption will exist. Paragraph (a) requires that the disputed documents contain information of a particular kind, being information about the business, professional, commercial or financial affairs of a person. Section 5 of the *Interpretation Act 1984* defines the word “person” to include a public body, company, or association or body of persons, corporate or unincorporate.

*The first element – the character of the information*

27. The information in Documents 2, 3, 4, 6, 7, 8 and 9 must be information about the business, professional, commercial or financial affairs of the third party or another person to fall within the terms of the exemption. In my view, information that is simply derived from a person or body engaged in business activities is not sufficient. The information itself must be of the character described in clause 4(3)(a): see *Re Cannon and Australian Quality Egg Farms Limited* (1994) QAR 491, at paragraphs 67-72.
28. Documents 2, 3, 6, 7 and 9 are security shift incident reports submitted by employees to management of the third party. Those documents describe various actions taken by security officers of the casino during their shifts on duty. Document 4 appears to me to be a standard form completed by an employee of the third party about an incident involving the complainant. Document 8 is an information sheet recording, in the main, personal information about the complainant and his actions on a particular occasion.
29. I accept the fact that the third party’s gaming activities are commercial in nature and, therefore, constitute a business undertaking, but I do not consider that the disputed matter in those documents is information of the kind intended to be protected by clause 4(3)(a). Whilst the information in the documents is about incidents occurring in the course of the third party’s operation of the casino as part of its business or commercial activities, I am not persuaded that it is information about its business or commercial affairs. Rather, the information in those documents is primarily about the complainant rather than the business affairs of the third party, albeit having arisen out of the third party’s conduct of its business.

30. However, even if I were satisfied that those documents met the requirements of clause 4(3)(a), which I am not, the exemption is in two parts and the elements of paragraph (b) must also be satisfied.

*The second element - whether disclosure could reasonably be expected to have an adverse effect*

31. The meaning of the term “adverse effect” will depend on the context in which it is used. I concur with the view expressed in *Re Cannon*, at paragraph 82, that the adverse effect will most likely be pecuniary in nature, although not necessarily so. In this instance, the agency has not explained the nature of any adverse effect that could be reasonably expected to result from disclosure of the disputed documents. The third party initially informed the agency that disclosure could reasonably be expected to lead to a breakdown in security at the casino and that that would have an obvious, destructive effect on the commercial value of information concerning security matters. In its submission to me, the third party relies upon the same arguments and reasons given in respect of its claims under clause 4(2).
32. In my view, the third party has not established any adverse pecuniary effects likely to follow from the disclosure of the documents, or any other adverse effects to the business of the third party that could reasonably be expected to follow. The submission is merely that, if people were to learn of the security procedures used by the casino and their effectiveness or otherwise, they could manipulate those systems. It has not been explained how those systems might be manipulated, nor what adverse effect such manipulation might have on the business, commercial or financial affairs of the third party.
33. Even if a submission had been made that properly identified an adverse effect on the relevant affairs of the third party and that effect was one that could reasonably be expected to follow from disclosure of the documents, as I have said, I do not consider that disclosure of the disputed matter would reveal such details. I am certainly not persuaded, for the reasons I have given in respect of the claims under clause 4(2), that disclosure of the information contained in the relevant parts of the documents could reasonably be expected to enable anyone to subvert or circumvent existing security measures.
34. Although paragraph (b) in clause 4(3) refers to an alternative ground upon which information might be protected from disclosure, I do not understand the third party to rely upon this ground. In my view, the information before me does not suggest that it would apply, in any event.
35. Accordingly, it is my view that a *prima facie* claim for exemption under clause 4(3) has not been established. Therefore, I find that the disputed documents are not exempt under clause 4(3).

**(c) Clause 5(1)(b)**

36. The third party also claims that 7 of the disputed documents are exempt under clause 5(1)(b) of Schedule 1 to the FOI Act. Clause 5(1)(b) provides that matter is exempt matter if its disclosure could reasonably be expected to reveal the investigation of any contravention or possible contravention of the law in a

- particular case, whether or not any prosecution or disciplinary proceedings have resulted.
37. The Supreme Court of Western Australia has determined the scope and meaning of the phrase “reveal the investigation” in clause 5(1)(b). If disclosure of the disputed matter could reasonably be expected to reveal that there has been an investigation, the identity of the person being investigated and the subject matter of the investigation then it will be exempt: *Police Force of Western Australia v Kelly and Anor* (1996) 17 WAR 9 at 13. In that case, at page 13, Anderson J considered that “...the phrase “if its disclosure could reasonably be expected to...reveal the investigation of any contravention of the law in a particular case...” is apt to include the revelation of the fact of a particular investigation by police of a particular incident involving certain people.”
  38. The third party submits that the disclosure of the disputed documents could reasonably be expected to reveal more than the fact that there was an investigation into the verbal issue of a barring notice and, subsequently, a written barring notice against the complainant. The third party claims that disclosure of the disputed documents would reveal the specifics of the investigation.
  39. In my view, in order for the exemption in clause 5(1)(b) to apply there must be or have been an investigation into a contravention or possible contravention of the law, which includes a failure to comply with the law. The ordinary meaning of the word “investigation” is “*the process or instance of investigating*”: Concise Oxford Dictionary, 8<sup>th</sup> Edition. The same source gives the meaning of investigate as to “*inquire into; examine; study carefully*” and to “*make an official inquiry into*”.
  40. The documents do not appear to me to reveal an investigation into a contravention or possible contravention of the law, or indeed any investigation at all. Rather, it appears that certain conduct was observed and reported and immediate action taken in respect of it. As I understand it, the third party is empowered to take such action by s.26 of the *Casino Control Act 1984*.
  41. Section 26(1) of that Act provides that a person does not have a right against the owner or occupier of a licensed casino, or a casino licensee, to enter or remain in the licensed casino, except by the licence of that occupier, owner or licensee. An authorised person may, verbally or in writing, prohibit another person from entering or remaining in the casino for up to 24 hours (s.26(1a) and (1b)). Further, the casino licensee or delegate may issue a written direction prohibiting another person from entering or remaining in such the casino and such direction remains in force until it is either revoked by the casino licensee or reviewed by the Gaming Commission of Western Australia (s.26(2) and s.26(4)(a)).
  42. Therefore, it would seem that the power to “bar” a person from the casino might be exercised entirely at the discretion of the third party. A person’s conduct need not amount to contravention or possible contravention of the law in order to justify a prohibition. In particular, his or her behaviour need not amount to an offence under the *Casino Control Act 1984* and an investigation resulting in the

issue of a barring notice is not necessarily an investigation of a contravention or possible contravention of that Act or any other law. In this case, no submissions have been made that the complainant's behaviour amounted to a contravention or possible contravention of the law. The third party has not specified any law and it is not otherwise apparent to me which law the complainant's behaviour may have contravened. The infringement notice issued by the police was as a result of an alleged offence under s.26(6) of the *Casino Control Act 1984* (entering casino when direction in force), a contravention of the law. However, nothing in the disputed matter refers to, or otherwise reveals, any investigation of that offence. Accordingly, I find that the disputed documents are not exempt under clause 5(1)(b) of Schedule 1 to the FOI Act.

**(d) Clause 3**

43. Document 11 has been released to the complainant in edited form. The agency claims that the matter deleted from that document is exempt under clause 3(1) of Schedule to the FOI Act. Clause 3, so far as is relevant, provides:

**“3. Personal information**

***Exemption***

*(1) Matter is exempt matter if its disclosure would reveal personal information about an individual (whether living or dead).*

...

***Limits on exemption***

...

*(6) Matter is not exempt matter under subclause (1) if its disclosure would, on balance, be in the public interest.”*

44. In the Glossary to the FOI Act the term “personal information” is defined to mean:

*“... information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual, whether living or dead -*

*(a) whose identity is apparent or can reasonably be ascertained from the information or opinion; or*

*(b) who can be identified by reference to an identification number or other identifying particular such as a fingerprint, retina print or body sample”.*

45. The definition of “personal information” in the Glossary makes it clear that any information or opinion about a person, from which that person can be identified, is, on the face of it, exempt under clause 3(1). The matter deleted from Document 11 consists of names of third parties that are not officers of an agency. I am satisfied that that information is personal information as defined in the FOI Act and is, on its face, exempt under clause 3(1).

46. In addition, having examined the disputed documents, in my opinion, Documents 2, 3, 4, 6, 7, 8 and 9 also contain some personal information about third parties, as well as some personal information about the complainant and his mother. The personal information about those third parties consists of names and addresses, telephone numbers and signatures. In my view, that information is, on its face, exempt matter under clause 3(1).
47. Clause 3(1) is subject to the limits on exemption in clause 3(2)-(6). However, in the circumstances of this matter, the only limit that may apply is the limit on exemption in clause 3(6) which provides that matter is not exempt if its disclosure would, on balance, be in the public interest. The onus of persuading me that personal information about other people should be disclosed to him lies on the complainant. I have received nothing from the complainant on that point.

### **Public interest**

48. I consider there to be a very strong public interest in the protection of personal privacy. That public interest is recognised in the FOI Act by the clause 3 exemption itself. I am of the view that the public interest in the personal privacy of individuals requires a particularly strong countervailing public interest to override it. I also recognise the public interest in people being able to exercise their right of access under the FOI Act. In particular, I am of the view that there is a public interest in people being informed of information about them held by government agencies and being informed of allegations made against them and given an opportunity to respond to any allegations. I also consider there to be a public interest in the accountability of State and local government agencies for the decisions that they make and for the manner in which those agencies discharge their public functions.
49. Based on the material before me, I consider that the latter public interests have been satisfied, to a large extent, by the disclosure of the documents and other information to which the complainant has been given access, and will be further satisfied by the disclosure to the complainant of those parts of the documents which I have found are not exempt. I do not consider that any of those public interests would be furthered by the disclosure of personal information about third parties. In balancing the competing interests, therefore, I consider that, in this instance, the public interest in protecting the privacy of third parties is not outweighed by any other countervailing public interests.
50. Accordingly, I find that the matter deleted from Document 11 by the agency and the personal information about third parties that is contained in Documents 2, 3, 4, 6, 7, 8 and 9 is exempt under clause 3(1). In my view, it is practicable for the agency to delete that matter from the disputed documents and to give the complainant access to edited copies of those documents. To assist the agency in that regard, I have identified the matter to be deleted on the basis that it is exempt under clause 3, by highlighting it in the copies of the documents forwarded to the agency from my office.

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