NOTICE OF FILING AND HEARING

Filing and Hearing Details

Document Lodged**:**	Notice of Appeal from a Tribunal - Form 75 - Rule 33.12(1)
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File Number:	QUD13/2023
File Title:	GOMEROI PEOPLE v SANTOS NSW PTY LTD AND SANTOS NSW (NARRABRI GAS) PTY LTD (FORMERLY KNOWN AS ENERGYAUSTRALIA NARRABRI GAS PTY LTD) AND ORS
Registry:	QUEENSLAND REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	To Be Advised
Time and date for hearing:	To Be Advised
Place:	To Be Advised

Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Form 75
Rules 33.12(1); 33.34; 33.40

Further Amended ~~Supplementary~~ Notice of appeal from a tribunal

No. QUD13 of 2023

Federal Court of Australia

District Registry: Queensland

Division: General

On appeal from the NATIONAL NATIVE TITLE TRIBUNAL

Gomeroi People (NC2011/006)

Applicant

Santos NSW Pty Ltd and Santos NSW (Narrabri Gas) Pty Ltd (formerly known as EnergyAustralia Narrabri Gas Pty Ltd) and others named in the schedule

Respondents

To the Respondent

The Applicant appeals from the decision as set out in this notice of appeal.

The Court will hear this appeal, or make orders for the conduct of the proceeding, at the time and place stated below. If you or your lawyer do not attend, then the Court may make orders in your absence.

You must file a notice of address for service (Form 10) in the Registry before attending Court or taking any other steps in the proceeding.

Time and date for hearing: [Registry will insert time and date]
Place: [address of Court]

The Court ordered that the time for serving this application be abridged to [Registry will insert date, if applicable].

Date:

Signed by an officer acting with the authority
of the District Registrar

Filed on behalf of	Gomeroi People, Applicant
Prepared by	Natasha Case, Barrister
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The Applicant appeals from the decision of the Honourable J A Dowsett AM KC, President, given on 19 December 2022 at Brisbane.

The Tribunal decided Santos NSW Pty Ltd and Another v Gomeroi People and Another [2022] NNTTA 74.

The Applicant appeals from parts of the decision as set out below.

Orders sought

1. Appeal allowed;

2. An order setting aside the Determination pursuant to s.169(7)(a) of the NTA;

3. An order remitting the Application for hearing by a different member of the Tribunal pursuant to s.169(7)(b) of the NTA;

4 An order that the remitted decision be heard with additional evidence from the Appellant;

5 Such further or other orders as the Court may deem appropriate.

Questions of law

1 Did the Tribunal apply the wrong test for good faith or, alternatively, incorrectly apply the test correctly identified?

Grounds

The Tribunal erred:

(a) in finding (at [410] and [450]) that an offeror must actually know (or ought to have known) that its offer is under-value only at the time of making it, and actually know information about comparable projects and associated agreements (at [411] and [459]);

(b) in finding (at [454] – [459]) that whether an offer is reasonable must only be assessed subjectively from the perspective of the offeror;

in that those findings are inconsistent with authority.

2 On a proper construction of the *Native Title Act 1993* (Cth) (the **Act**) is a "payment" in Division 3 of Part 2 of the Act synonymous with "compensation" in Division 5 of Part 2 of the Act?

Grounds

The Tribunal erred in finding that:

(a) payment agreed pursuant to the right to negotiate is compensation within the meaning of s.53 of the Act (at [279]);

(b) the "production levy" was a payment proposed to be made by way of compensation for "effect" or "impact" on native title (at [273], [279], [429]-[431]); and

(c) by reference to s.31(2) of the Act, that negotiations for payment under the right to negotiate were not the subject of the requirement for negotiation in good faith

under s.31(1)(b) of the Act unless the negotiations related to compensation for the anticipated "effect" of a proposed future act on native title rights and interests (at [273]) or "impairment" or "impact" on native title (at [277], [279], [329], [347]-[348], [409], [419], [429], [430], [431], [439], [444], [465] and [518]) because no such limitation forms part of the Right to Negotiate and in particular s.33(1) of the Act;

because those findings are neither consistent with the Act, nor available on the evidence that was before the Tribunal.

3 Does s.39(1)(e) of the Act exclude "environmental matters" or include the requirements of particularity or practicability?

Grounds

The Tribunal erred in finding that:

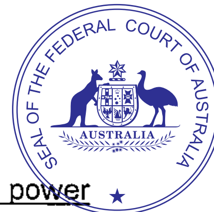
(a) it was prohibited from considering "environmental matters" except in relation to a "particular environmental concern having particular effect on native title" (at [970]-[972] and [987]) in that there is no such limitation of "particularity" on the mandatory considerations under s.39(1) of the Act;

(b) the impacts of climate change were not sufficiently "particular" to the local area to consider as part of the mandatory consideration of the public interest, rather these were "world-wide concerns, to be resolved by governments" (at [970]-[972]), in that there was no such limitation on the mandatory consideration under s.39(1)(e) of the Act;

(c) it was "impracticable" for the Tribunal to make a determination in relation to the mandatory consideration of the public interest (at [542], [1014], [1024]) in that there is no such limitation of "practicability" on the mandatory consideration under s.39(1)(e) of the Act,

and the Tribunal accordingly:

i. failed, or constructively failed, to consider mandatory considerations; and



ii. failed, or constructively failed, to discharge the function or to exercise the power conferred on it.

4 Did the Tribunal deny the parties procedural fairness?

Grounds

The Tribunal erred by considering, without notice to the parties:

(a) the concept of futures trading (at [286]-[290] and [356]);

(b) the Australian Consumer Law definition of "market" (at [286] and [289]).

and finding, on the basis of those considerations, that:

(a) s.31(1)(b) agreements were not amenable to analysis by reference to a "market" (at [375], [385], [387] and [388]);

(b) "no market and no market price" was established as a question of fact (at [356], [388]-[390] and [356]);

(c) future act agreements under s.31 of the Act were "unique" and therefore incapable of comparison (at [384]-[385]),

because those findings relied on irrelevant considerations, were not available on the evidence before the Tribunal and were legally unreasonable.

5 Was the Tribunal's finding as to the weight of Mr Ho's and Mr Kreicbergs' evidence legally unreasonable?

Grounds

The Tribunal erred in finding that Mr Ho's evidence attracted no weight (at [406]-[407]) but Mr Kreicbergs' evidence attracted full weight (at [343], [442], [450], [505]) in circumstances in which Mr Ho was criticised for relying on confidential information as the basis for his reasoning (at [277], [295], [314], [327], [341]-[343], [407], [412] and [448]),

while Mr Kreicbergs' reliance on confidential information was not criticised (at [343], [424] and [450]) because that finding was so unreasonable that no reasonable decision maker could have come to it.

6 On a proper construction of the Act, does a negotiating party's knowledge that the registered Applicant is not authorised by the claimant group, and that the claimant group has authorised another applicant, operate as an exception to the requirement that the negotiating party must negotiate with the Registered Applicant?

Grounds

The Tribunal erred (at [11], [170]-[177]) in finding that Santos was required to negotiate with the registered Applicant because, in the circumstances, to do so was inconsistent with the duty of good faith in s.31(1)(b) of the Act.

Questions of law

1 Questions of construction

1.1 On a proper construction of the *Native Title Act 1993* (Cth) (**NTA**), is the Native Title Party (**Gomeroi**), for the purposes of Part 2 Subdivision P Right to Negotiate provisions (**Right to Negotiate**):

(a) the Applicant authorised by the Claimant Group and or

(iib) the Applicant registered on the Native Title Register?

1.2 On a proper construction of the NTA, does the requirement for negotiation in good faith under s.31(1)(b) of the NTA only apply to negotiations about compensation for the anticipated "effect" of a proposed future act on a claimed native title right or interest?

1.2A On a proper construction of the NTA, must payment made or proposed to be made pursuant to a s.31 agreement be referable to compensation for its "effect" or "impact" on, or "impairment" of, native title rights and interests, in the sense of "just terms" compensation provided for in s.53 of the NTA?

1.3 On a proper construction of the NTA:

(a) Is is consideration of the mandatory public interest criteriaon under s.39(1)(e) subject to a condition of "practicability"?

(b) are all matters of an "environmental" nature other than those having "particular effect on native title" excluded from consideration under s.39(1)(e)?

2. Questions of relevance and admissibility

2.0 On what basis may the Tribunal reject or not receive evidence relied on by a party to a s.139(b) Inquiry?

2.1 Is conduct occurring prior to a notification date irrelevant to the question of good faith?

2.2 Was Mr Ho's evidence inadmissible or of no weight?

2.2A Was Mr Kreicbergs's evidence admissible?

2.2B If admissible:

(a) would the unfair prejudice to the opposing party outweigh the probative value of Mr Ho's and Mr Kreicbergs's evidence such that it ought to have been excluded from consideration?

(b) was Mr Ho's evidence incapable of attracting any weight at all?

(c) was Mr Kreicbergs's evidence capable of attracting any weight?

2.2C Having decided that evidence is inadmissible, is a tribunal of fact able to determine the weight of the excluded evidence?

2.3 Was the Gomeroi evidence as to Santos's knowledge that the Gomeroi had authorised another applicant inadmissible?

2.4 Is it permissible to disregard the "national" and "state" impacts of climate change because climate change is a "global" problem?

3. Questions of proof

3.1 What is the test for establishing a want of good faith in negotiations within the meaning of s.31(1)(b) of the NTA in respect of an offer of compensation?

3.2 Is an offer of compensation made in the course of negotiations conducted under the "Rright to Nnegotiate":

(a) "unique" and incapable of comparison?

(b) required to be considered within the statutory language of s.31 of the NTA?

(c) required to be considered only in the context of the whole of an agreement?

(d) not amenable to analysis by reference to a "market"?

3.3 Did the Tribunal misrepresent or fail to understand Mr Ho's evidence?

4. Questions of fairness

4.1 Did the Tribunal deny the Gomeroi procedural fairness pursuant to s.109 of the NTA by introducing and applying a range of concepts, definitions and considerations not raised by the parties and of which it did not give the parties notice before making the Determination?

4.1A Did the Tribunal deny the Gomeroi procedural fairness by treating the opinion evidence of two opposing witnesses which was given in relation to confidential sources differently?

4.2 Did the Tribunal fail to consider relevant considerations, and take into account irrelevant considerations?

5. Questions of Discrimination

5.1 On a proper construction of the Racial Discrimination Act 1975 (Cth) (**RDA**) and the NTA:

(a) is an offer to private agricultural landholders to veto access to land (**veto**), which offer is not made to the Gomeroi or capable of being exercised capable of being a racially discriminatory act pursuant to s. 9(1) or s. 9(1A) of the RDA; or

(b) does s.7 of the NTA have effect with respect to acts done other than in the performance of functions and the exercise of powers conferred by or authorised by the NTA.

~~5.2 On a proper construction of the NTA, is the failure to offer a right to veto access to land to the Gomeroi when it has been offered to private agricultural landholders, in the circumstances of the present matter:~~

~~(a) an act consistent with an absence of good faith; or~~

~~(b) a racially discriminatory act consistent with an absence of good faith.~~

~~Orders sought~~

~~4. Appeal allowed;~~

~~5. An order setting aside the Determination pursuant to s.169(7)(a) of the NTA;~~

~~6. An order remitting the Application for hearing by a different member of the Tribunal pursuant to s.169(7)(b) of the NTA;~~

~~3A. An order that the remitted decision be heard with additional evidence from the Appellant;~~

~~7. Such further or other orders as the Court may deem appropriate.~~

~~Grounds relied on~~

~~1. Questions of construction~~

~~1. In relation to question 1.1, the Tribunal erred (at [11], [170]-[177]) in finding that Santos was required to negotiate with the registered Applicant in circumstances where Santos knew that the Native Title Claim Group had:~~

~~(a) withdrawn the authority of the existing Applicant; and~~

~~(b) authorised a new Applicant~~

~~because the duty of good faith in s.31(1)(b) operates as an exception to the presumption that the Native Title Party was the registered Applicant.~~

the Applicant registered on the Native Title Register was the Native Title Party for the purposes of the Right to Negotiate in that that construction is contrary to the objects and purposes of the NTA.

2. In relation to question 1.2, the Tribunal erred (at [273]) in finding by reference to s.31(2) that negotiations for compensation under the Right to Negotiate were not the subject of the requirement for negotiation in good faith under s.31(1)(b) unless the negotiations related to compensation for the anticipated "effect" of a proposed future act on native title rights and interests in that no such limitation forms part of the Right to Negotiate. is contained in the scheme of provisions comprising the "right to negotiate".

2.1 In relation to question 1.2A, the Tribunal erred in finding that:

(a) a payment made or proposed to be made pursuant to a s.31 agreement must be a payment calculated by reference to the "effect" (at [273]) or "impairment" or "impact" on native title (at [277], [279], [409], [419], [429], [430], [431], [433], [435], [444], [465] and [518]) because there are no such limitations on the Right to Negotiate and in particular s.33(1) of the NTA; and

(b) compensation agreed pursuant to the Right to Negotiate is necessarily compensation within the meaning of s.53 of the NTA (at [279]); and

(c) the "production levy" was a payment proposed to be made by way of compensation for "effect" or "impact" on native title

because those findings are neither consistent with the NTA, nor available on the evidence that was before the Tribunal.

3. In relation to question 1.3(a) the Tribunal erred (at [542 3], [1014], and [1024]) in finding that it was "impracticable" for the Tribunal to make a determination in relation to the public interest criterion under s.39(1)(e) in that it: there is no such qualification of the mandatory consideration of that criterion and the Tribunal accordingly:

(a) failed or constructively failed to consider a mandatory consideration; and

a. (b) failed or constructively failed to discharge the function, or to exercise the power conferred on it., or

b. alternatively, failed to consider a relevant consideration, being the mandatory consideration set out in s.39(1)(e) and the Gomeroi's evidence in that regard.

3A. In relation to question 1.3(b) the Tribunal erred at [970]-[972] and [987] in finding that it was prohibited from considering "environmental matters" except in relation to a "particular environmental concern having particular effect on native title" (at [971]) in that there is no such limitation on the mandatory consideration of s.39(1) and the Tribunal accordingly:

(a) failed or constructively failed to consider a mandatory consideration; and

(b) failed or constructively failed to discharge the function, or to exercise the power conferred on it.

2. Questions of relevance and admissibility

A4 The Tribunal erred in applying the rules of evidence to determine whether material relied on by the Gomeroi was relevant to its inquiry (see questions 2.2 – 2.2C and related grounds), and that error materially affected its conduct of the s.139(b) Inquiry.

4. In relation to question 2.1, the Tribunal erred in finding (at [79], [495], [543] 234-5]) that conduct occurring prior to a notification date was irrelevant to the question of good faith in negotiations in that such a finding was inconsistent with binding authority and therefore failed, or constructively failed, to consider a relevant consideration.

5. In relation to question 2.2, the Tribunal erred in finding that Mr Ho's evidence was inadmissible (at [448] – [450)], [466]) because it:

(a) was misconceived (at [293], [408]);

(b). was irrelevant (at [390 1], [354], [402] – [404], [448] – [449]);

(c). failed to disclose the factual basis upon which his opinions were based, being the actual agreements referred to (at [390], [407], [408], [448]); and

(d). lacked probative value (at [450 1]) and

e. was of no weight (at [406] – [407])

when Mr Ho's evidence was not inadmissible for any of those reasons and the Tribunal therefore failed, or constructively failed, to consider a relevant consideration those findings were legally unreasonable.

5A. In relation to question 2.2A, the Tribunal erred in finding that Mr Kreicbergs's evidence was admissible (at [342] – [344]; [427 – 426], [442], [450], [505]) because the unfair prejudice to the Gomeroi outweighed the probative value of his evidence.

5B. In relation to question 2.2B(a) the Tribunal erred:

(a) in finding that Mr Ho's evidence was excluded for the reason that it "lacked probative value" (at [450]) the Tribunal identified the unfair prejudice occasioned to Santos (at [412]) was identified and that finding was legally unreasonable and unfair in all of the circumstances including the circumstance that Mr Kreicbergs's evidence was admitted and accorded full weight.

(b) in finding that Mr Kreicbergs's evidence ought not to have been excluded (see references at 5A above, in particular [450]) because that finding was legally unreasonable and unfair in all the circumstances, including the circumstance that it was inadmissible.

5C. In relation to question 2.2B(b), the Tribunal erred in finding (at [406] – [407]) that Mr Ho's evidence was incapable of attracting any weight at all because that finding was based on an erroneous construction of the NTA (see question 1.2A and related grounds), which error affected the Tribunal's characterisation and weight attached to that evidence.

5D In relation to question 2.2B(c), the Tribunal erred in finding (at [343, 450]) that Mr Kreicbergs's evidence attracted full weight because it was inadmissible, unfairly prejudicial to the Gomeroi in that it was incapable of being tested on cross-examination, and otherwise a finding that was legally unreasonable.

5E In relation to question 2.2C, the Tribunal, having found Mr Ho's evidence inadmissible, erred in making a determination as to its weight (at [406] – [407]) because evidence that has been excluded by a tribunal of fact may not be considered by it.

6. In relation to question 2.3 the Tribunal erred in impliedly finding (at [170] – [171], [176] – [177]) that evidence adduced by the Gomeroi in relation to Santos's knowledge that:

a. the claim group had limited the authority of the Applicant (and the terms of the limitation), and

b. the Gomeroi objected to Santos negotiating with claimants who (despite their remaining on the Native Title Register) were not authorised by the claim group

was irrelevant or of no weight, in that such findings were legally unreasonable.

7. In relation to question 2.4, the Tribunal erred (at [903] and [907]) in finding that the impacts of climate change:

(a). on the local area were not sufficiently specific to the project area to be relevant to consider (at [970]), and

(b). on the nation as a whole could not be considered because climate change was a "global problem" (at [972])

in that such findings placed an unnecessary limit on the ambit of the mandatory consideration, was contrary to the evidence before the Tribunal and the Tribunal therefore either failed or constructively failed to consider a relevant consideration were legally unreasonable.

3 Questions of proof

8. In relation to question 3.1, the Tribunal erred:

(a). in finding (at [410-1], and [450])) that an offeror must actually know that its offer is under-value at the time of making it before the question of whether the offer was not made in good faith within the meaning of s.31(1)(b) can arise;

(b). in finding (at [454] - [459] 5]-[460]) that whether an offer is reasonable must be assessed subjectively from the perspective of the offeror.

in that such findings were inconsistent with authority and contrary to the objects, purpose and scheme of the Right to Negotiate legally unreasonable.

9. In relation to question 3.2, the Tribunal erred in finding that compensation offered in the course of negotiations conducted under the Right to Negotiate; or contained in agreements reached pursuant to the Right to Negotiate:

(a). was "unique" and therefore incapable of comparison (at [384-5] - [385]), when that finding was; legally unreasonable,

(i) contrary to all of the evidence, and not supported by any evidence before the Tribunal,.

(ii) raised matters not raised by the parties themselves without notice to them, including matters adverse to the Gomeroi,

(iii) relied on matters within the Tribunal's own knowledge of which notice had not been given to the parties contrary to the requirements of fairness embodied in s.144 of the *Evidence Act 1995* (Cth),

(iv) denied the Gomeroi procedural fairness,

(v) had regard to irrelevant considerations, and

(vi) was based on an erroneous construction of the NTA (see questions 1.2A and related grounds).

(b). must, in order to establish a "valid" comparison of amounts of compensation, be demonstrated by expert evidence which:

(i) utilises the language of s.31 of the NTA (at [356], [377]), and

(ii) compares the whole of an agreement (at [372], [378], [388 9])

when such requirements do not exist as a matter of law, and suffered the same defects set out above at [9(a)(i) – (vi)], are contrary to all of the evidence and are not supported by any evidence before the Tribunal.

(c). was not amenable to analysis by reference to a "market" (at [375], and [385], [388]) when there was no proper legal basis for limiting the concept of a "market" in the way found, for the reasons set out above at [9(a)(i) – (v)]such findings were contrary to all of the evidence, and not supported by any evidence before the Tribunal.

10. Further in relation to question 3.2, the Tribunal erred (at [388 9] [390] and [356]) in finding that "no market and no market price" was established as a question of fact when that finding suffered from the defects set out above at [9(a)(i) – (v)] and was for those reasons legally unreasonable.

11. In relation to question 3.3, the Tribunal erroneously:

(a). attributed factual and legal propositions to Mr Ho that had no basis in Mr Ho's evidence (at [371], [373]) or were contrary to Mr Ho's evidence;

(b). stated that Mr Ho did not compare "like with like" (at [365], [399]), when that finding was against, or failed to consider, Mr Ho's evidence which did in fact demonstrate a comparison of "like with like" and that finding is both contrary to the evidence and not otherwise supported by the evidence and therefore legally unreasonable;

(c). found that Mr Ho did not disclose the "basis" for his reasoning (at [273], [274], [277], [295], [318], [341], [344], [386-7] – [387], [399], [412-13], [448 9], [465 6]) when in fact he did and that finding is legally unreasonable;.

(d). found that Mr Ho did not consider the whole of the agreement (at [341]), when he did, making that finding both contrary to the evidence, not otherwise supported by the evidence, and therefore legally unreasonable.

4 Questions of fairness

12. In relation to question 4.1 the Tribunal erred by:

(a) considering adopting the concept of futures trading to reject the proposition deny the existence of a "market" or "market price" for the consent the subject of the Right to Negotiate (at [356], [286] – [290] [387]-[390]);

(b) considering adopting the Australian Consumer Law definition of "market" (at [286], [289], [386] and [450]);

on the basis of material of which notice had not been given to the parties contrary to the requirements of fairness embodied in s.144 of the *Evidence Act 1995* (Cth), and were matters that no party had raised before the Tribunal and were for that reason irrelevant.

without notice to the parties and without affording the parties an opportunity to be heard.

13. In relation to question 4.1A the Tribunal:

(a) found that Mr Ho (at [314]) gave opinion evidence in relation to confidential sources;

(b) failed to find, contrary to the evidence before the Tribunal, that:

(i) Mr Ho had first-hand knowledge of those sources (CB 4045 [8.3]);

(ii) Mr Kreicbergs's opinion evidence was given in relation to confidential sources;

(c) rejected or discounted Mr Ho's evidence for the reasons that:

(i) it was given in relation to confidential information (at [314], [327]);

(ii) therefore did not disclose his "basis" (see references at paragraphs [5(c)] and [11(c)], above);

(iii) was without probative value (see references at paragraph [5(d)], above);

(d) accepted and gave full weight to Mr Kreicbergs's evidence (see references at paragraph [5D], above) despite it also being given in relation to confidential information;

for those reasons, the rejection of Mr Ho's evidence and the acceptance of Mr Kreicbergs's evidence was differential treatment that was unequal and unfair.

13. In relation to 4.2 the Tribunal erred by:

a. alternatively to questions 2.1-2.4 and related grounds, failing to consider relevant considerations, and

b. alternatively to questions 3.2 and 4.1 and related grounds, considering irrelevant considerations.

5. Questions of Discrimination

14. In relation to question 5, the Tribunal at [468] – [487] erred in law by reason that it:

(a) applied the wrong tests, namely:

(i) it failed to consider whether the failure to extend the Agreed Principles of Land Access or an offer equivalent to the Agreed Principles of Land Access to the Gomeroi was an act involving a distinction based on race which had the effect of impairing or nullifying the enjoyment on an equal footing of the human rights or fundamental freedoms to hold property and to inherit (at [468], [469]).

(ii) it did not consider whether the requirement for the land to be privately held and/or used for agricultural purposes were a term, condition or requirement upon

~~access to the right to refuse access to lands that the Gomeroi could not comply with and whether the requirement to comply had the effect of impairing or nullifying the enjoyment on an equal footing of the human rights or fundamental freedoms to hold and to inherit property, where such distinction was based on or done by reason of the race of the Gomeroi (at [483] - [487]).~~

~~(iv) it misapplied s.7 of the NTA (at [477] - [480]).~~

~~(iv) as regards good faith, it failed to consider whether the failure by Santos to offer a right to refuse access to lands to the Gomeroi when it had agreed to such a right being held and exercised by other landholders, was a failure to act in good faith (at [480] - [487]).~~

~~(b) took into account irrelevant considerations, namely:~~

~~(i) the purpose of the Agreed Principles of Land Access (at [481] - [482]);~~

~~(ii) the difference between native title rights and private landholdings (at [483]);~~

~~(c) failed to take into account relevant considerations (at [483] - [487]), namely:~~

~~(i) whether the requirement that lands be privately held and used for agriculture purposes was a term, condition or requirement which nullified or impaired the Gomeroi's human rights or fundamental freedoms;~~

~~(ii) whether such nullification or impairment was a distinction based on or done by reason of race; and~~

~~(iii) that only Aboriginal people can hold native title rights.~~

Applicant's address

The Applicant's address for service is:

Place: Unit 1a, Suite 2.02, 44-70 Rosehill Street, Redfern, NSW 2016

Email: mholt@ntscorp.com.au

The Applicant's address is NTSCORP Limited, Unit 1a, Suite 2.02, 44-70 Rosehill Street, Redfern, NSW 2016.

Service on the Respondent

It is intended to serve this application on all Respondents.

Date: 10 July 2023 ~~27 March~~ ~~17 February~~ ~~13 January~~ 2023

Signed by Mishka Holt
Solicitor for the Applicant

Note

Rule 33.12(4) provides that the Applicant must serve a copy of the notice of appeal on each other party to the proceeding and the Registrar of the Tribunal.

Schedule

No. QUD13 of 2023

Federal Court of Australia
District Registry: QUEENSLAND
Division: General

Respondents

First Respondent: **Santos NSW Pty Ltd and Santos NSW (Narrabri Gas) Pty Ltd (formerly known as EnergyAustralia Narrabri Gas Pty Ltd) and others named in the schedule**

Second Respondent: **State of New South Wales**

Date: 10 July 2023 ~~27 March~~ ~~17 February~~ ~~13 January~~ 2023