

FORM 5A

IN THE SUPREME COURT OF VICTORIA  
AT MELBOURNE  
COMMON LAW DIVISION  
MAJOR TORTS LIST

No. S CI 2018 2155

BETWEEN

NICHOLAS GLEN BLOCK

First plaintiff

-and-

GEORGINA CAROLINE BLOCK

Second plaintiff

-and-

POWERCOR AUSTRALIA LIMITED  
(ACN 064 651 109)



Defendant

WRIT

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Date of Document: 7 June 2018  
Filed on behalf of: The Plaintiff  
Prepared by:  
Maddens Lawyers  
219 Koroit Street  
Warrnambool  
Victoria 3280

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**TO: THE DEFENDANT**

**TAKE NOTICE** that this proceeding has been brought against you by the plaintiff for the claim set out in this writ.

**IF YOU INTEND TO DEFEND** the proceeding, or if you have a claim against the plaintiff which you wish to have taken into account at the trial, **YOU MUST GIVE NOTICE** of your intention by filing an appearance within the proper time for appearance stated below.

**YOU OR YOUR SOLICITOR** may file the appearance. An appearance is filed by—

- (a) filing a "Notice of Appearance" in the Prothonotary's office, 436 Lonsdale Street, Melbourne, or, where the writ has been filed in the office of a Deputy Prothonotary, in the office of that Deputy Prothonotary; and
- (b) on the day you file the Notice, serving a copy, sealed by the Court, at the plaintiff's address for service, which is set out at the end of this writ.

**IF YOU FAIL** to file an appearance within the proper time, the plaintiff may **OBTAIN JUDGMENT AGAINST YOU** on the claim without further notice.

**\*THE PROPER TIME TO FILE AN APPEARANCE** is as follows—

- (a) where you are served with the writ in Victoria, within 10 days after service;
- (b) where you are served with the writ out of Victoria and in another part of Australia, within 21 days after service;
- (c) where you are served with the writ in Papua New Guinea, within 28 days after service;
- (d) where you are served with the writ in New Zealand under Part 2 of the Trans-Tasman Proceedings Act 2010 of the Commonwealth, within 30 working days (within the meaning of that Act) after service or, if a shorter or longer period has been fixed by the Court under section 13(1)(b) of that Act, the period so fixed;
- (e) in any other case, within 42 days after service of the writ.

**FILED** 7 June 2018

Prothonotary

**THIS WRIT** is to be served within one year from the date it is filed or within such further period as the Court orders.

IN THE SUPREME COURT OF VICTORIA  
AT MELBOURNE  
COMMON LAW DIVISION  
MAJOR TORTS LIST

No. S CI

B E T W E E N

NICHOLAS GLEN BLOCK

First plaintiff

-and-

GEORGINA CAROLINE BLOCK

Second plaintiff

-and-

POWERCOR AUSTRALIA LIMITED  
(ACN 064 651 109)

Defendant

STATEMENT OF CLAIM

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Date of Document: 7 June 2018  
Filed on behalf of: The Plaintiff  
Prepared by:  
Maddens Lawyers  
219 Koroit Street  
Warrnambool  
Victoria 3280

Solicitors Code: 102650  
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*Preliminary*

1. On 17 March 2018, a fire started at 1092 Twomeys Bridge Road, Yatchaw, Victoria (**Gazette bushfire**).
2. The Gazette bushfire travelled in a south – easterly direction and burnt over the area highlighted on the map annexed to this Statement of Claim (**Gazette bushfire area**).

*The Plaintiffs*

3. The plaintiffs are and were at all relevant times, owners of property at Gerrigerrup located within the Gazette bushfire area.

**Particulars**

The plaintiffs are the registered proprietors of the property "Balgowrie" at 714 Gerrigerrup – Minhamite Road Gerrigerrup Victoria, more particularly described in

Certificate of Title Volume 9437 folio 684 and Certificate of Title Volume 8067 folio 776.

4. The plaintiffs bring this proceeding on their own behalf and on behalf of the group members.

*Group Members*

5. The group members to whom this proceeding relates are:
  - (a) all those persons who suffered personal injury (whether physical injury, or psychiatric injury as defined below) as a result of the Gazette bushfire (including without limitation, any injury suffered as a result of burns, inhalation of smoke, attempts to escape the Gazette bushfire or other emergency action taken by the person in response to the Gazette bushfire);

where "psychiatric injury" in this group means nervous shock or another psychiatric or psychological injury, disturbance, disorder or condition which has been diagnosed as such in a diagnosis given to the person by a medical practitioner prior to 1 March 2019; and
  - (b) all those persons who suffered loss or damage to property as a result of the Gazette bushfire (including, without limitation, loss or damage resulting from emergency action taken by any person in response to the Gazette bushfire); and
  - (c) all those persons who at the time of the Gazette bushfire resided in, or had real or personal property in the Gazette bushfire area alternatively in the immediate vicinity of the Gazette bushfire area and who suffered economic loss, which loss was not consequent upon injury to that person or loss or damage to their property as a result of the Gazette bushfire;
  - (d) the legal personal representatives of the estates of any deceased persons who came within paragraphs (a), (b) and/or (c) at the time of the Gazette bushfire  
**(group members).**
6. As at the time of the commencement of this proceeding there are seven or more group members.

*The Defendant*

7. The defendant (**Powercor**) at all relevant times:
  - (a) was and is a corporation capable of being sued;

- (b) carried on business as a distributor of electricity to residential and business consumers in Victoria (**Business**);
- (c) in carrying on the Business was:
  - (i) a major electricity company; and
  - (ii) an operator of a supply network;within the meaning of section 3 of *Electricity Safety Act 1998* (Victoria) (**ES Act**).

8. In the course of and for the purpose of the Business, Powercor at all relevant times:

- (a) owned, further or alternatively had the use and management of, the poles, cross arms, insulators, fasteners, electrical conductors and other pole top assets together and severally comprising a two-phase 22kV distribution line which in part runs in an approximate north-south direction through an established blue gum plantation at 1092 Twomeys Bridge Road, Yatchaw (**powerline**);

#### **Particulars**

The electrical assets as configured on the powerline on 17 March 2018 included:

- (i) concrete poles;
- (ii) a metal cross arm fixed to the top of pole 2 (Powercor asset number 700184) (**pole 2**) with two insulators supporting a two-phase 22kV line running through the blue gum plantation at 1092 Twomeys Bridge Road, Yatchaw; and
- (iii) twisted three stranded steel bare aerial conductors.

Further particulars of the powerline may be provided following discovery.

- (b) transmitted electricity along the powerline.

#### *Statutory Duties*

9. Since 1 January 2012, section 98 of the ES Act required Powercor to design, construct, operate and maintain its supply network to minimize as far as practicable:

- (a) the hazards and risks to the safety of any person arising from the supply network;
- (b) the hazards and risks of damage to the property of any person arising from the supply network; and
- (c) the bushfire danger arising from the supply network.

(the **Statutory Duties**).

10. The Statutory Duties imposed on Powercor obligations for the protection of a particular class of persons, being persons who from time to time, by themselves or their property:

- (a) approached or came into contact with parts of Powercor's network, or
- (b) might be injured or damaged by a discharge of electricity from any part of the said network or by the consequences of any such discharge, including but not limited to fire

**(Statutory Class).**

#### **Particulars**

The object of protecting the Statutory Class is to be inferred from the ES Act as a matter of the proper construction of the Act.

11. At all relevant times, the plaintiffs and each of the group members were:

- (a) persons within the Statutory Class; or
- (b) the legal personal representatives of the estates of persons who were within the Statutory Class at the time of the Gazette bushfire.

#### **Particulars**

The plaintiffs' property "Balgowrie" at 714 Gerrigerrup – Minhamite Road Gerrigerrup Victoria is an area susceptible to bushfire ignited by a discharge of electricity from Powercor's supply network.

Particulars relating to individual group members may be provided following the trial of common questions.

12. In the premises set out in the preceding paragraph, at all relevant times, Powercor owed the Statutory Duties to:

- (a) the plaintiffs;
- (b) each of the group members referred to in paragraphs 5(a) to 5(c) hereof; and
- (c) each of the deceased persons referred to in paragraph 5(d) hereof.

#### *General Duty of Care*

13. At all relevant times Powercor:

- (a) had the right, to the exclusion of other private persons:
  - (i) to construct, repair, modify, inspect, maintain and operate the powerline; or
  - (ii) give directions as to their installation, modification, repair, inspection and operation;
- (b) exercised the said right; and
- (c) in the premises, had control over the powerline.

14. At all relevant times:

- (a) Powercor used the powerline to transmit electricity at high voltage;

- (b) the transmission of high-voltage electricity along the powerline created a risk of unintended discharges of electricity from the powerline;
- (c) an unintended discharge of electricity from the powerline was highly dangerous in that it was capable of causing death or serious injury to persons, and damage to or loss of property, by:
  - (i) electric shock;
  - (ii) burning by electric current; further or alternatively
  - (iii) burning by fire ignited as a result of the discharge of electricity;
- (d) in the premises (a) to (c) inclusive, the transmission by Powercor of electricity along the powerline was a dangerous activity; and
- (e) Powercor knew, or as network operator ought reasonably to have known the matters set out in (a) to (d) inclusive above.

15. At all relevant times it was reasonably foreseeable to Powercor that:

- (a) a discharge of electricity from the powerline could cause the emission of electricity, heat or molten metal particles (**sparks**) from the point of discharge;
- (b) a discharge of electricity from the powerline could cause ignition of flammable material in the vicinity of the point of discharge;

#### **Particulars**

Flammable material is any material capable of ignition, including without limitation ignition by contact with molten or burning metal.

- (c) such fire once ignited might spread over a wide geographic area;
- (d) the fire could cause death or injury to persons and loss of or damage to property within the area over which the fire spread, and consequential losses including economic losses;
- (e) such fire could cause personal injury, damage to property and consequential losses including economic losses within areas:
  - (i) affected by the physical consequences of fire, such as smoke or debris; or
  - (ii) the subject of emergency activity to prevent the spread of fire, including without limitation the clearing of fire breaks
- (**affected areas**);
- (f) such fire or its consequences could:
  - (i) disrupt or impair the income-earning activities of persons residing or carrying on business in the fire area or affected areas;
  - (ii) impede the use or amenity of property located in the fire area or affected areas; or

- (iii) reduce the value of property or businesses located in the fire area or affected areas;  
and thereby cause economic loss to those persons, or the owners of those properties or businesses;
  - (g) each of the risks referred to in (b) to (f) inclusive were likely to be higher when the environment around the powerline was dry and hot and windy than when the environment was damp or cool or windless.
16. At all relevant times, members of the public who might be, or who owned or had an interest in real or personal property that might be, within the fire area or the affected area of a fire caused by the discharge of electricity from the powerline (**Gazette Class**):
- (a) had no ability, or no practical and effective ability, to prevent or minimize the risk of such discharge occurring; and
  - (b) were vulnerable to the impact of such fire; and consequently
  - (c) were to a relevant degree dependent, for the protection of their persons and property, upon Powercor ensuring that the powerline was safe and operated safely in the operating conditions applying from time to time.

#### **Particulars**

The Gazette bushfire area is shown on the map annexed to the statement of claim. Particulars of the actual affected area of the Gazette bushfire will be provided prior to trial.

The operating conditions referred to included the level of electrical current being transmitted along the powerline, the physical environment around the powerline including, without limitation, wind direction and speed, ambient temperature, the presence of objects capable of coming into contact with the powerline (including trees) and the amount of combustible fuel around or below the powerline.

17. In the premises, at all relevant times Powercor owed to the Gazette Class a duty:
- (a) to take reasonable care, by its officers and servants; and
  - (b) to ensure that reasonable care was taken, by its agents or contractors;
- to ensure that all parts of the powerline were safe and operated safely in the operating conditions that were foreseeable for the powerline (**General Duty**).
18. At all material times, the plaintiffs and group members were persons within, or the personal representatives of deceased persons who, at the time of the Gazette bushfire were within, the Gazette Class.
19. In the premises set out in the preceding paragraph, at all relevant times Powercor owed the General Duty to the plaintiffs and the group members.



*Standard of Statutory Duties, and General Duty*

20. At all relevant times, the area in the vicinity of the powerline:

- (a) was in a hazardous bushfire risk area within the meaning of section 3 of the ES Act;

**Particulars**

The area in the vicinity of the powerline was not in an urban area and had not been assigned a fire hazard rating of "low" under s 80 of the ES Act.

- (b) featured many mature gum trees within a commercial plantation which were of such height, and sufficiently close to the powerline, that if they fell there was a material risk that the tree would fall across the powerline causing a conductor to break and / or electrical arcing to occur between the tree and a conductor on the powerline, or between conductors or between a conductor and the ground.

**Particulars**

To the east and to the west of the powerline there was a mature plantation of *Eucalyptus* trees.

Insofar as the plaintiffs are able to estimate, as at 17 March 2018 the heights of the trees within the plantation adjacent to the powerline were at least 30m, many being taller than the horizontal distance between the trunk of the trees and the nearest conductor of the powerline.

Further particulars may be provided (if required) following the delivery of experts' reports.

21. At all material times since no later than 13 December 2009:

- (a) Powercor was responsible for keeping the whole or any part of a tree clear of the powerline;

**Particulars**

The responsibility was imposed by subsection 84(7) of the ES Act.

- (b) Powercor had the power to keep the whole or any part of a tree clear of the powerline.

**Particulars**

The power was conferred by sections 85 and 86 of the ES Act.

22. At all relevant times, it was reasonably foreseeable to Powercor that a failure to inspect for, identify, assess and/or manage mature trees within a commercial plantation of trees located adjacent to Powercor's supply network could result in a tree falling across its conductors.

23. At all relevant times:

- (a) the conductors on the powerline were bare or uninsulated aerial conductors;
- (b) there was a material risk that in the event of conductors being displaced in any way by a tree they could arc between themselves or with the tree, tree stem or branch, alternatively fail, fall and come into electrical contact with the ground;
- (c) there was a material risk that an arc or electrical contact occurring might cause the discharge of electricity or molten particles of super-heated metal from the section of conductor where arcing occurred;
- (d) there was a material risk that an arc or electrical contact occurring between conductors, a conductor and a tree, or a conductor and the ground might cause vegetation in the tree or on the ground to ignite;
- (e) the two-phase 22kV distribution line comprising the powerline was fitted with fault current detection and protection devices (**protection systems**);

#### Particulars

Further particulars may be provided following the completion of discovery and receipt of expert evidence.

- (f) the protection systems regulating the powerline were such that there was a material risk that, in the event of a tree falling across the powerline, the protection systems would or could allow current to continue to be transmitted through the powerline to cause ignition of a fire, especially in dry and windy conditions;
- (g) there was material risk that sparks or electrical discharge or heat from arcing or electrical contact could ignite vegetation in the vicinity of the sparks, heat or discharge;
- (h) the risk referred to in (g) was higher the longer that the protection systems permitted current to be transmitted through the powerline after a tree came into contact with a conductor or conductors of the powerline;
- (i) the risk referred to in (g) was higher when conditions around the powerline were dry and hot and windy than when conditions were moist, cool and calm;
- (j) the dry, hot and windy conditions which increased the risk referred to in (g) above were also likely to increase the risks of a tree falling across the powerline.

24. At all material times Powercor knew or, as operator of a supply distribution network, ought reasonably to have known the matters set out in the preceding paragraph.

25. In the premises, the Statutory Duties and the General Duty required Powercor to design and implement a system that was capable of reasonably mitigating the risk of plantation trees falling onto or otherwise coming into contact with an electric line.

#### *The Blue Gum Plantation*

26. For many years prior to 17 March 2018, a commercial plantation of *Eucalyptus* trees was located at 1092 Twomeys Bridge Road, Yatchaw (**the Blue Gum Plantation**).

#### **Particulars**

So far as the plaintiffs are able to say prior to the delivery of experts' reports, the trees in the plantation were a species of *Eucalyptus* known as Blue Gum.

Further particulars may be provided (if required) following the delivery of experts' reports.

27. At all relevant times to 17 March 2018:
- (a) the powerline ran in an approximate north-south direction through the Blue Gum Plantation;
  - (b) Powercor required a clearance zone of 20 metres from the conductors on the powerline to the trees in the Blue Gum Plantation (**clearance zone**).

#### **Particulars**

The plaintiffs rely upon public statements made by Powercor General Manager Electricity Networks, Steven Neave, reported in *The Standard* newspaper on 26 March 2018 (<https://www.standard.net.au/story/5306611/powercor-says-it-is-absolutely-sorry-after-st-patricks-day-bushfires/?cs=72>).

The Blue Gum Plantation is subject to the Southern Grampians Planning Scheme (Victorian Planning Provisions) and is located within a Farming Zone. Clause 35.07-1 of the planning scheme provides *inter alia* that:

- (a) a planning permit is not required for timber production within a farming zone;
- (b) the plantation must not be within 20 metres of a powerline whether on private or public land, except with the consent of the relevant electricity supply or distribution authority.

Further particulars shall be provided following discovery.

28. At all relevant times prior to 17 March 2018, there were many hundreds of *Eucalyptus* trees:
- (a) located within the Blue Gum Plantation;
  - (b) planted along the perimeter of the clearance zone;
  - (c) the stems of which were not located within the clearance zone;

- (d) the canopies of which were located within the clearance zone.

**Particulars**

Further particulars shall be provided (if required) following the delivery of experts' reports.

29. For many years prior to 17 March 2018, the height of the trees in the Blue Gum Plantation adjacent to the powerline was in excess of 20 metres.

**Particulars**

Further particulars of the height of the trees in the Blue Gum Plantation (if required) shall be provided following the delivery of experts' reports.

30. At all relevant times from at least in or about 2010 to 17 March 2018:

- (a) there was a *Eucalyptus* tree in the Blue Gum Plantation planted at the western edge of the clearance zone adjacent to the span to the north of pole 2 (**the Tree**);

**Particulars**

So far as the plaintiffs are able to say prior to the delivery of experts' reports, the Tree was approximately 30 metres tall prior to its failure on 17 March 2018, with a diameter at breast height of in excess of 400mm.

The centre of the stem of the Tree was located approximately 21.5 metres west of the line of the power poles supporting the powerline.

The closest 22kV conductor on the powerline (**western conductor**) was horizontally approximately 20 metres from the centre of the stem of the Tree.

- (b) the canopy of the trees in the Blue Gum Plantation including the Tree was located predominantly at the top of the trees;
- (c) trees in the Blue Gum Plantation including the Tree were exposed to any wind blowing towards the powerline;
- (d) the trees at the edges of the Blue Gum Plantation adjacent to the powerline including the Tree were taller than the horizontal distance to the powerline such that if a tree fell in the direction of the powerline, there was a significant risk that it would come into contact with the powerline.

31. By reason of the matters alleged in paragraphs 26 to 30 above, at all relevant times from at least in or about 2010 to 17 March 2018, the trees on the edge of the Blue Gum Plantation

adjacent to the powerline including the Tree were an obvious potential hazard to the powerline.

32. At all material times Powercor knew or, as operator of a supply distribution network, ought reasonably to have known the matters set out in paragraphs 26 to 31 above.

#### **Particulars**

In the period from 2010 to the Gazette bushfire, Powercor and/or contractors as agents of Powercor conducted inspections of the powerline and adjacent vegetation. Such inspections included pole asset inspections, vegetation management inspections, helicopter video inspections of assets and clearance to vegetation, and LiDAR imaging of the powerline and surrounding vegetation.

Further particulars of Powercor's inspections of the powerline and trees on the edge of the Blue Gum Plantation adjacent to the powerline including the Tree shall be provided after discovery, including discovery of correspondence with or notices to the owner of the Blue Gum Plantation relating to vegetation adjacent to the powerline.

#### *The Gazette bushfire*

33. At approximately 21:15 on 17 March 2018:
- (a) the Tree fell onto one or both of the conductors on the powerline to the north of pole 2;

#### **Particulars**

The Tree failed at approximately 2m above ground level, and fell in an approximately south-east direction.

- (b) as a result of the Tree falling onto the conductors:
- (i) the western conductor failed at a point located to the north of pole 2;
- (ii) the other (eastern) conductor did not break;
- (iii) the failed western conductor:
- A. fell to the ground; and
- B. was in contact with the ground and/or vegetable matter on the ground under the powerline;
- (iv) there was a discharge of electricity from the collapsed western conductor;
- (v) the electricity discharged from the western conductor ignited vegetable matter on the ground under and/or adjacent to the powerline to the north of pole 2;
- (c) the electricity discharged from the western conductor thereby started a fire which subsequently spread over a wide geographic area being the Gazette bushfire.

### *Cause of Gazette Bushfire*

34. Each of:

- (a) the dry summer condition of nearby vegetation;
- (b) the ambient temperature;
- (c) the wind speed and velocity;

on 17 March 2018, was within the range of conditions which, at all times while Powercor was the supply network operator, were within the range of foreseeable operating conditions for the powerline.

#### **Particulars**

It was foreseeable to Powercor that the powerline would be required to operate in temperatures higher and lower than the temperature which was present at Yatchaw on 17 March 2018. It was foreseeable to Powercor that during March vegetation in the area would be relatively dry and susceptible to the ignition of fire. It was foreseeable to Powercor that the Tree and the powerline would experience wind conditions involving velocities higher and lower than the wind velocities that were occurring around the Tree on 17 March 2018. It was foreseeable to Powercor that the powerline would experience winds coming from each compass point and in particular coming from directions between due north and due west.

35. The Gazette bushfire was caused by breaches by Powercor of:

- (a) the Statutory Duties; further or alternatively
- (b) the General Duty.

#### **Particulars of Breach**

- (i) Failing to maintain the powerline to ensure a safe distance was maintained between conductors on the powerline and adjacent vegetation;
- (ii) Failing to have adequate systems for identifying trees at risk of contacting powerlines;
- (iii) Failing to trim or remove, alternatively require trimming or removal, of vegetation within the Blue Gum Plantation an unsafe distance from the powerline.

Further particulars of breach will be provided subsequent to discovery.

But for the breaches of duty alleged, the Tree would have been removed, or alternatively pruned, by no later than the start of the 2017-2018 fire danger period such that the Tree could not have fallen onto the powerline to cause the Gazette bushfire.

36. The Gazette bushfire was a natural and foreseeable consequence of the breaches of duty alleged in the preceding paragraph.

*Subgroup Claims – Private Nuisance*

37. Further to paragraph 5 above, the plaintiffs bring this proceeding on behalf of those group members (**subgroup members**) who suffered loss of or damage to property, further or alternatively economic loss, in connection with the Gazette bushfire's interference in their use or enjoyment of interests in land.

**Particulars**

The plaintiffs were the registered proprietors of land over which the Gazette bushfire burned, being the land situated at 714 Gerrigerrup – Minhamite Road Gerrigerrup.

Particulars relating to individual subgroup members will be provided following the trial of common questions or otherwise as the Court may direct.

38. At all relevant times each of:
- (a) the risks referred to in paragraphs 14 and 15 above; and
  - (b) the risk that a fire ignited as a result of the discharge of electricity or sparks from the powerline, would unreasonably interfere with the use or enjoyment of interests in land-
    - (i) over which the fire passed; alternatively
    - (ii) within the affected areas,by the persons entitled to such use or enjoyment, were reasonably foreseeable to Powercor.
39. By transmitting electric current along the powerline, alternatively doing so on 17 March 2018 when the powerline was not safe or operated safely, Powercor created or increased the risks referred to in the preceding paragraph.
40. Powercor by the conduct alleged in the preceding paragraph in fact caused the Gazette bushfire, which fire spread to land in which the subgroup members had interests (**subgroup lands**).
41. The Gazette bushfire unreasonably interfered with the subgroup members' use and enjoyment of their interests in the subgroup lands.
42. In the premises, the subgroup members suffered nuisance created by Powercor.

*Causation and Loss and Damage*

43. By reason of:

- (a) the breaches of the Statutory Duties;
- (b) the breaches of the General Duty; further or alternatively
- (c) the nuisance;

by Powercor alleged above

- (i) the plaintiff,
- (ii) each of the group members described in paragraphs 5(a) to (c) hereof;
- (iii) the deceased persons referred to in paragraphs 5(d) hereof;
- (iv) each of the subgroup members

as the case may be, suffered loss and damage of the kinds referred to in paragraph 15(d) to (f) above.

**Particulars of loss and damage**

The plaintiffs suffered property loss and damage, including:

- (i) fencing;
- (ii) farm infrastructure;
- (iii) pasture;
- (iv) trees; and
- (v) income.

Further particulars of the plaintiffs' loss and damage, including particulars as to quantum, will be provided prior to trial.

Particulars relating to individual group members will be provided following the trial of common questions.

*Common Questions of Law or Fact*

44. The questions of law or fact common to the claims of the plaintiffs and each of the group members are:

- (a) whether the Statutory Duties were owed by Powercor to the plaintiffs and group members, and if so the content of those duties;
- (b) whether the General Duty was owed by Powercor to the plaintiffs and group members, and if so the content of the duty;
- (c) how the Gazette bushfire started;
- (d) whether the Gazette bushfire was caused by a breach by Powercor of any of the Statutory Duties or the General Duty;



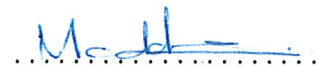
- (e) whether the plaintiffs and subgroup members suffered actionable nuisance created by Powercor;
- (f) what are the principles for identifying and measuring compensable losses suffered by the claimants resulting from the breaches of duty or nuisance alleged.

**AND THE PLAINTIFFS CLAIM on their own behalf and on behalf of the group members:**

- A. Damages.
- B. Interest.
- C. Costs.

Tim Tobin SC

Andrew Fraatz



**Maddens Lawyers**  
Solicitors for the Plaintiffs

1. Place of trial: Melbourne
2. Mode of trial: Judge alone
3. This writ was filed for the Plaintiffs by Mr Brendan Pendergast of Maddens Lawyers, Warrnambool
4. The address of the Lead Plaintiffs is: 152 Coltons Road MINHAMITE Victoria 3287

5. The address for service of the Plaintiffs is:

Maddens Lawyers  
219 Koroit Street  
WARRNAMBOOL Victoria 3280  
Ref: Brendan Pendergast  
bfp@maddenslawyers.com.au

6. The address of the Defendant is:

Powercor Australia Limited  
Level 8, 40 Market Street  
MELBOURNE 3000  
Ref: Laurence Mandie  
LMandie@powercor.com.au

**IN THE SUPREME COURT OF VICTORIA  
AT MELBOURNE  
COMMON LAW DIVISION  
MAJOR TORTS LIST**

No. S CI

**B E T W E E N**

**NICHOLAS GLEN BLOCK**

First plaintiff

-and-

**GEORGINA CAROLINE BLOCK**

Second plaintiff

-and-

**POWERCOR AUSTRALIA LIMITED  
(ACN 064 651 109)**

Defendant

**CERTIFICATE IDENTIFYING ANNEXURE**

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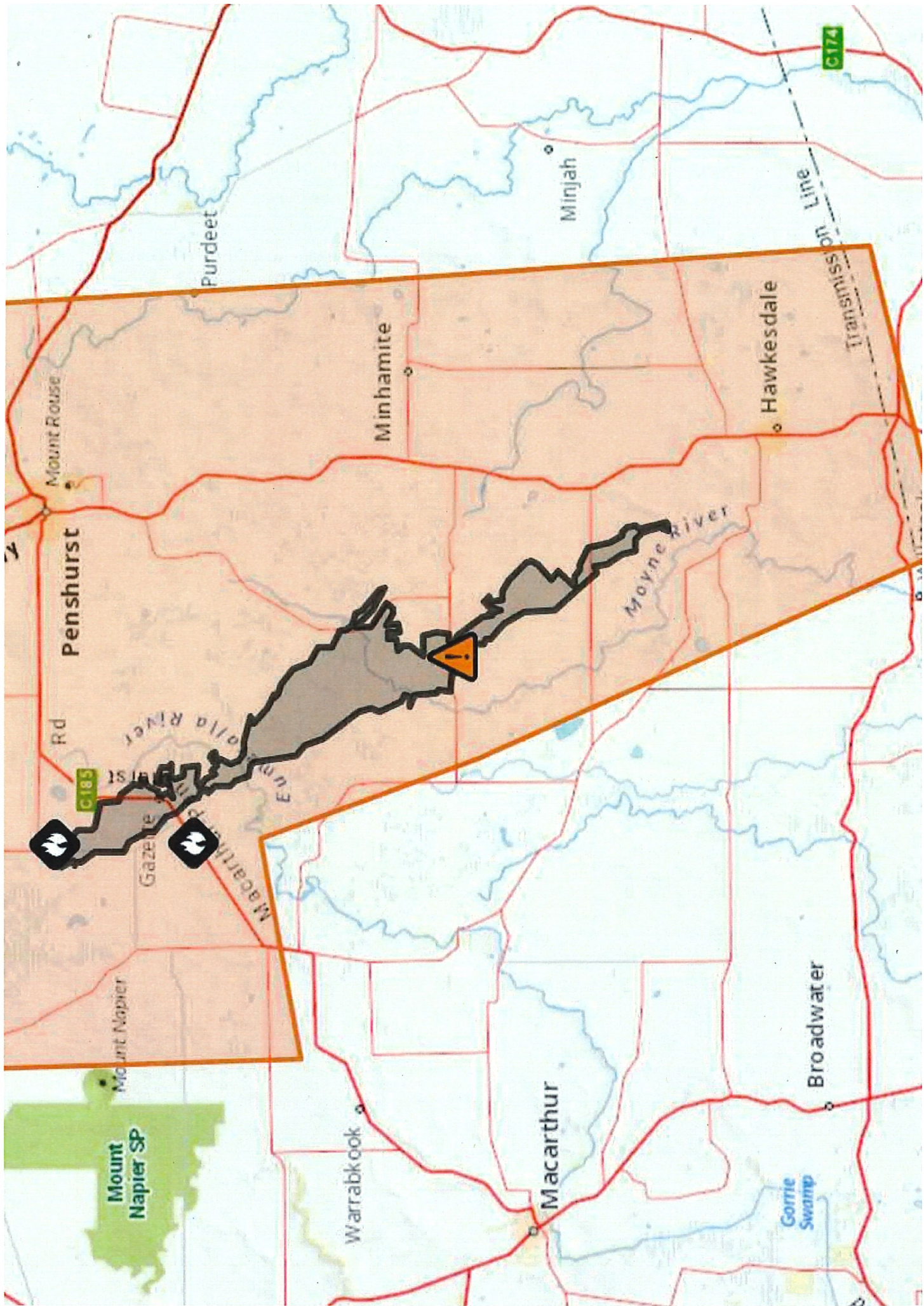
Date of Document: 7 June 2018  
Filed on behalf of: The Plaintiff  
Prepared by:  
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This is the Annexure referred to in the Statement of Claim dated 7 June 2018.

**Map of the 17 March 2018 Gazette Bushfire Area**



FORM 28A

FILING CONFIRMATION NOTICE

IN THE SUPREME COURT  
OF VICTORIA  
AT Melbourne

To Maddens Lawyers

An electronic copy of document now described –

Writ

is taken to be filed in the Supreme Court in this proceeding under Part 2 of Order 28 on 07-06-2018 at 09:30.

CASE DETAILS

Case Number:	S CI 2018 02155
Case Description:	Nicholas & Georgina Block v Powercor Australia Ltd
List Type:	Common Law Division
Your Reference:	BP:180548

Copies of this filing confirmation notice are permitted to be made for service and proof of service– refer to Rule 28.12

This filing confirmation notice must be retained as proof of filing of the document described above– refer to Rules 28.14 and 40.08



PROTHONOTARY

DATED:07-06-2018 09:30