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**[Usual Court Header]**

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The plaintiff provides the following particulars pursuant to Rule 45C (3) District Court Rules 2005.<sup>1</sup>

**1. Loss of earning capacity**

**1.1 Past Loss**

- (a) Prior to his accident on 1 July 2001, the plaintiff was employed as a storeman at Blue Mining Ltd, earning \$24.25 per hour (gross) working 55 hours per week, making a gross weekly wage of \$1,333.75 (55 x \$24.25), net \$925.81.
- (b) But for the accident, in the period from 1 July 2001 to 30 June 2006 (260 weeks), he would have earned \$240,710:
- 260 weeks x \$925.81 (net weekly wage) = \$240,710
- (c) The plaintiff was totally incapacitated for work for the period 1 July 2000 to 31 December 2000.
- (d) The plaintiff has been partially incapacitated for work from 31 December 2000 to the present date.
- (e) The plaintiff's actual earnings from 1 July 2001 to 30 June 2006 were:

Year	Gross	Tax	Net
2001	0	0	0
2002	\$30,330	\$5,725	\$24,605
2003	\$24,527	\$3,780	\$20,747
2004	\$330		\$330
2005	\$27,160	\$4,714	\$22,446
2006	\$35,207	\$7,126	\$28,081
	\$117,554	\$21,345	\$96,209

- (f) The past loss of earning claimed is \$144,501:

$$\$240,710 \text{ (earnings but for accident)} - \$96,209 \text{ (actual earnings)} = \$144,501$$

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<sup>1</sup> This example is provided as an illustration of the structure and detail expected in particulars of damage. It is not intended to reflect (and often does not reflect) accurate or current rates, charges, multipliers or discounts.

- (g) Total past economic loss is \$144,501.

## 1.2 Future loss

- (a) The plaintiff is presently employed as an accounts clerk, earning \$50,000 per annum, or \$962 gross per week, \$753 net per week (using the 2006 tax tables).
- (b) While the plaintiff retains a residual earning capacity, his range of employment options has been reduced as a result of his injuries.
- (c) But for the accident, the plaintiff would have sought work in a manual to heavy manual labouring job in the mining industry. The gross income for jobs of this kind range from \$80,000 to \$150,000. The amount of \$100,000 per annum is claimed, which is slightly lower than the midpoint to take into account the fact that the plaintiff would have inevitably moved away from a heavy manual job in the latter years of his working life.
- (d) \$100,000 per annum is \$1,923 gross per week or \$1,358 net per week.
- (e) The lost earning capacity is \$605 net per week:  
 $\$1,358$  (potential net weekly) -  $\$753$  (actual net weekly) =  $\$605$ .
- (f) The plaintiff is now 24 years, 6 months, meaning he has 40.5 years remaining in the workforce until he retires at 65. The multiplier for 40.5 years is 810.9
- (g) The future loss of earning capacity is claimed at:  
 $\$605$  (lost per week net) x 810.9 (40.5 year multiplier) =  $\$490,594$
- (h) 5% is deducted for contingencies and vicissitudes of life, giving \$466,065:  
 $\$490,594 \times 0.95 = \$466,065$

## 2. Loss of Superannuation

### 2.1 Past loss

- (a) Superannuation on past economic loss is claimed at 9% reduced by 30%<sup>2</sup> to take into account taxation and management fees in the amount of \$14,423:  
 $260 \text{ weeks} \times \$1,333.75 \times 9\% \times 70\% = \$21,846$ .  
 Less superannuation on gross actual income of \$117,554, being \$7,423 ( $\$117,819 \times 9\% \times 70\%$ ):  
 $\$21,846 - \$7,423 = \$14,423$

### 2.2 Future loss

- (a) Superannuation on future economic loss is claimed at 9% reduced by 30%, in the amount of \$49,465:  
 $\$1,923$  (potential gross weekly) -  $\$962$  (actual gross weekly) =  $\$961$

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<sup>2</sup> The figure of 30% should be regarded as merely illustrative for layout purposes (see footnote 1 above).

$\$961 \times 9\% \times 70\% = \$61$  (superannuation lost per week)

$\$61 \times 810.9$  (40.5 year multiplier) = \$49,465

(b) Discount at the rate of 5% for contingencies and vicissitudes of life, giving \$46,992.

$\$49,465 \times 95\% = \$46,992$

### 3. Special Damages

Date	Provider	Service	Amount
10/6/06	Dr. X	GP consult	\$35
12/6/06	Mr Y	Specialist consult	\$50
20/6/06	Hospital	X-ray	\$180
25/6/06	Mr Z	Physio	\$30
<i>etc</i>	<i>etc</i>	<i>etc</i>	<i>etc</i>
<b>Total</b>			<b>\$10,000</b>

*[Or... The plaintiff claims special damages as set out in the HIC notice dated [date] sent to the defendant under cover a letter dated [date]]*

### 4. Past Gratuitous Services

- (a) The plaintiff's mother had to provide extensive care in the week following the accident.
- (b) Prior to the accident, the plaintiff was able to mow his lawn and undertake heavy gardening tasks. Since the accident he has not been able to undertake these tasks. His brother has done them.

Date from/to	Number of weeks	Provider	Service	Hourly rate	Hours	Total \$
1/7/01 – 8/7/01	1	Mother	Assistance in dressing	\$18	2 per day	\$254
1/7/01 – 8/7/01	1	Mother	Shopping	\$18	1 per day	\$127
1/7/01 – 30/6/06	260	Brother	Brother	\$18	Ave 1 per week	\$4,680
						<b>\$5,061</b>

- (c) A total of \$5,016 is claimed for past gratuitous services.

**5. Interest on past lost and expenditure**

- (a) Interest on past economic loss is claimed at 3%:  
 $\$144,501 \times 3\% \times 6 \text{ years} = \$26,010.18$
- (b) Interest on past superannuation is claimed at 3% in the amount of \$2,596:  
 $\$14,423 \times 3\% \times 6 \text{ years} = \$2,596$
- (c) Interest on past gratuitous services is claimed at 3% in the amount of:  
 $\$5,016 \times 3\% \times 6 \text{ years} = \$903$

**6. Future needs****6.1 Future Medical Expenses**

- (a) The plaintiff will need to visit his GP every 3 months and his specialist once a year for the foreseeable future.
- (b) The plaintiff will need 1 packet of anti-inflammatory tablets per week and 1 tube of heat gel per week for the foreseeable future.

Service	Cost	Frequency	Weekly Cost
GP visit	\$40	Quarterly	\$10
Specialist Review	\$150	Once per year	\$2.85
Tablets	\$5	Weekly	\$5
Gel	\$5	Weekly	\$5
<b>Total</b>			\$22.85

- (c) The plaintiff is currently 24.5 years old. The life expectancy of a 24.5 year old male is a further 54.8 years (ABS Life Tables, Western Australia, 2003 to 2005). The 55 year weekly multiplier is 859.
- (d) At a weekly cost of \$22.85, the plaintiff claims a total sum of \$19,628:  
 $\$22.85 \text{ (weekly cost)} \times 859 \text{ (multiplier)} = \$19,628.$
- (e) He will also require 12 physio visits per year for 2 years at a cost of \$36 per visit, totalling:  
 $24 \text{ (visits over 2 years)} \times \$36 \text{ (per visit)} = \$864$

(f) There is a 50% chance that at some stage in the next 10 years the plaintiff will require a knee reconstruction. This operation would currently cost \$5,000. \$2,500 is sought as an allowance for this.

(g) Total future medical expenses of \$29,859 are claimed:

$$\begin{aligned} & \$19,628 \text{ (ongoing treatment)} + \$864 \text{ (physio)} + \$2,500 \text{ (allowance for surgery)} \\ & = \$22,992 \end{aligned}$$

## 6.2 Future Care and Gratuitous Services

(a) The plaintiff will require some assistance from time to time to undertake heavier gardening tasks for the foreseeable future.

Hourly Rate	Hours Per Week	Weekly Cost
\$18	1	\$18

(b) As set out in paragraph 6.1(c), the plaintiff's life expectancy is for a further 54.8 years. The multiplier for 55 years is 859.

(c) At a weekly cost of \$18.00, the plaintiff claims a total sum of \$15,462:

$$\$18 \text{ (weekly cost)} \times 859 \text{ (multiplier)} = \$15,426$$

## 6.3 Aids and appliances

(a) The plaintiff will need to wear a knee brace at all times for the next 5 years. A knee brace costs \$45 and is replaced yearly. \$225 is claimed.

## Summary

1.	Loss of earning capacity	
1.1	Past economic loss	\$137,276
1.2	Future economic loss	\$466,065
2.	Loss of superannuation	
2.1	Past and future superannuation	\$14,423
2.2	Future superannuation	\$46,992
3.	Special damages	\$10,000
4.	Past gratuitous services	\$5,601
5.	Interest	
5.1	Interest on past economic loss	\$24,710
5.2	Interest on past superannuation	\$2,596
5.3	Interest on past gratuitous services	\$ 903

6.	Future needs	
6.1	Medical services	\$22,992
6.2	Care and gratuitous services	\$15,426
6.3	Aids and appliances	\$ 225
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Total		\$747,209
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District Court of Western Australia		At: Perth
Entry for trial		Number: CIV 123 of 2022
Matter	<b>MARY SMITH</b>	Plaintiff
	-and-	
	<b>ALLAN GREEN</b>	Defendant
Date of filing	15 May 2023	
Certificate  * delete if inapplicable	<p>The plaintiff certifies that -</p> <ul style="list-style-type: none"> <li>• the plaintiff has been given discovery and inspection by all of the other parties; and</li> <li>• the plaintiff served interrogatories and has received answers; and</li> <li>• the plaintiff has complied with all directions and orders made by the Court at the case management hearing; and</li> <li>• the plaintiff has complied with all orders made by the Court since the case management hearing; and</li> <li>• no other interlocutory orders are needed; and</li> <li>• the plaintiff has complied with the <i>Rules of the Supreme Court 1971</i> Order 36A; and</li> <li>• the plaintiff has complied with the <i>District Court Rules 2005</i> rule 36(1); and</li> <li>• the plaintiff has complied with the <i>District Court Rules 2005</i> rule 45C; and</li> <li>• this matter is in all respects ready for trial.</li> </ul>	
Entry for trial	The plaintiff enters this matter for trial.	
Unavailable dates	<p>The plaintiff requests the Court not to list the action for a pre-trial conference until July 2023, as the plaintiff has a review medical appointment on 2 June 2023.</p> <p>The parties are not available for a pre-trial conference on these dates:</p> <p>July 10, 11, 12, 18 ,19, 20</p> <p>The parties request the Court to list the pre-trial conference for 24 July 2023. No counsel appearing for any party has another pre-trial conference on that date.</p>	

Contact details of party or lawyer	Name			
	Firm			
	Address			
	Phone		Fax	
	Email			
	Reference			
Signature of party or lawyer	Plaintiff's lawyer		Date	



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**[Usual Court Header]**

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<b>Witness</b>	<b>Reports/ Notes</b>	<b>Issues</b>	<b>Comments (including any special requirements)</b>
Dr Antony	12.5.04 17.5.04 18.6.04 18.7.04 10.3.05 10.6.05 10.9.05 11.4.06 11.6.06	Breach and causation - symptoms – usual GP	
Dr Cassius (Physician)	13.5.05	Causation and quantum - Extent of injuries generally, including timing of symptoms	Substitute for usual GP. Seek to tender by consent without calling witness.  If to be called, propose to apply for evidence to be taken by video.
Dr Macbeth (Radiologist)	11.6.03	Causation - Pre-existing back condition	Results of MRI scans.  Seek to tender by consent without calling witness.
Dr Hamlet (Psychologist)	12.4.05 14.7.06 12.4.06	Causation and quantum- Extent of psychological injury	
Mr Othello (Rehabilitation specialist)	12.12.03 4.7.04 12.3.05	Causation and quantum - Extent of back injury	Now based in Sydney. Propose to apply to have evidence taken by video link.

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**[Usual Court Header]**

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<b>Page</b>	<b>Document</b>	<b>Date</b>
1-8	Statement of claim	23 May 2022
9-15	Amended defence and counterclaim	15 October 2022
16-18	Amended reply and defence to counterclaim	1 November 2022
19-25	Plaintiff's particulars of damages pursuant to Rule 45C	12 December 2022
26-32	Defendant's (plaintiff by counterclaim) particulars of damages pursuant to Rule 45C	12 December 2022
33-36	Plaintiff's further and better particulars of defence to counterclaim	19 December 2022
37	Third party directions	12 January 2023
38-45	Defendant's statement of claim in third party proceedings	26 January 2023
46-55	Third party's defence in third party proceedings	18 February 2023

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[Usual Court Header]

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**(a) Agreed Bundle of Medical / Expert Reports**

WE THE PARTIES to this action, admit:

1. that each document ('Report') set out in the Index of the Schedule to this Notice:
  - (a) where described as an original, is an original document; and
  - (b) where described as a copy, is a true copy of the original;
2. that the author of the Report ('Author') is the person named in column 3;
3. that the Author is a duly qualified expert in relation to the opinions set out in the Report;
4. that the original of the Report was printed, written, and/ or signed as the document purports to have been; and
5. except in relation to the facts identified in the Reports set out at column 5 in the Schedule to this Notice, each fact set out in the Report on which the Author's opinion was based.

WE THE PARTIES to this action further agree to tender this bundle at the trial of this action by consent and without the need to call the author of the document.

Dated the [date] day of [month] [year]. .

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Plaintiff's  
Counsel/Solicitor

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Defendant's  
Counsel/Solicitor

[ANNEX SCHEDULE]

**(b) Agreed Bundle of Economic Loss Material**

WE THE PARTIES to this action, admit:

1. that each document ('Document') set out in the Index of the Schedule to this Notice:
  - (a) where described as an original, is the original document; and
  - (b) where described as a copy, is a true copy of the original;
2. that the author of the Document is the person named in column 3;
3. that the original of the Document was printed, written, signed and / or executed as the document purports to have been; and
4. except in relation to the facts identified in the Documents set out at column 5 in the Schedule to this Notice, each fact set out in the Document.

WE THE PARTIES to this action further agree to tender this bundle at the trial of this action by consent and without the need to call the author of the document.

Dated the [date] day of [month] [year]. .

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Plaintiff's  
Counsel/Solicitor

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Defendant's  
Counsel/Solicitor

[ANNEX SCHEDULE]

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**[Usual Court Header]**

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TAKE NOTICE that the defendant appeals from the decision of the Principal Registrar made on 1 July 2022 on the plaintiff's application for leave to amend the statement of claim dated 1 May 2022 wherein the Registrar made orders that:

1. The plaintiff have leave to amend the statement of claim in terms of the Minute of Proposed Amended Statement of Claim dated 1 May 2022 ('Minute').
2. The Minute stand as the amended statement of claim in the action, with further filing and service dispensed with.
3. The defendant file and serve any amended defence by 20 July 2022.
4. The plaintiff pay the defendant's costs of the application and any costs thrown away in any event.

The final orders that the defendant proposes the Court should make on the appeal are:

1. The time within which the defendant may file and serve the notice of appeal be extended to 20 July 2022.
2. Paragraphs 4 and 6 of the plaintiff's statement of claim dated 23 February 2022 be struck out.
3. Within 14 days of this order the plaintiff serve on the defendant a further Minute of Proposed Amended Statement of Claim.
4. The action be listed for a directions hearing within 28 days of this order.
5. The plaintiff pay the defendant's costs of the appeal, costs of the application (including costs reserved) and any costs thrown away, in any event.