

**IN THE DUST DISEASES TRIBUNAL
OF NEW SOUTH WALES**

DDT No. 211 of 2011 / 1 / 2

BETWEEN:

GORDON SPACKMAN
Plaintiff

AND

AMACA PTY LTD
First Defendant / Cross Defendant

SELTSAM PTY LTD
Second Defendant

DELTA ELECTRICITY
Third Defendant

ERARING ENERGY
Fourth Defendant

SPACKMAN AND KENTWALL ROOFING PTY LTD
Fifth Defendant

**CONTRIBUTIONS ASSESSMENT
DETERMINATION**

1. By letter dated 12 December 2011 I was appointed the Contributions Assessor by the Registrar pursuant to provisions of the *Dust Diseases Tribunal Regulation 2007* (NSW) (**the Regulations**). The Registrar requested that I also appoint a Single Claims Manager in accordance with Cl 61(3)(b) of the Regulations.
2. The determination is to be made by me on the papers, on the assumption that the each of the parties joined as defendants or cross-defendants is liable, and applying

the standard presumptions prescribed in the *Dust Diseases Tribunal (Standard presumptions – Apportionment) Order 2007 (the Standard Presumptions)*.

3. The plaintiff is Gordon Spackman. He alleges that he suffers asbestosis.

Mr Spackman's Exposure

4. Mr Spackman worked most of his life in roof repair and installation. He was exposed to asbestos in this role intermittently from 1949 to about 1985. Mr Spackman gives a very comprehensive account of his exposure. I do not propose to recount it in full detail here, but set out the most salient material as follows.
5. Mr Spackman worked as a roofing contractor for AG McLaine from 1949 to around 1954. He spent 30% of his time working on the construction of the Port Kembla Steelworks. That involved some use of asbestos cement fibro on small jobs. About 5% of his time at the Steelworks involved working with AC sheeting.
6. Mr Spackman then worked at the Port Kembla Power Station for 6 months. He used James Hardie Super Six corrugated sheets for the roof and walls and the conveyors. He used hand saws to cut the sheets. Approximately 90% of the Power Station was constructed of fibro. Dust went everywhere. Exposure occurred every day.
7. Mr Spackman then worked at the Tallawarra Power Station for 18 months. He didn't use AC sheets but was exposed to asbestos as he worked in close vicinity to ladders who made up a slurry from raw asbestos in drums on site. The ladders also worked with pre-cut asbestos sections which they cut with a hand saw. He believes he was exposed to asbestos every day.
8. Mr Spackman then worked on the construction of Australian Fertilisers for 6 or 7 months. The roof and walls were constructed of Super Six which he cut with a hand saw. Dust went "everywhere". Exposure occurred on a daily basis.

9. He then worked on a job at the Metal Manufacturers site for 6 – 7 months. He built roofs and walls using Super Six which he cut with a handsaw and installed. He was exposed on a daily basis.
10. Mr Spackman worked for J Armstrong from 1954 to 1960 as a roofing contractor (about 6 years).
11. He then worked at Electrolytic Refining and Smelting Plant where he removed old Super Six from the roof. He pulled it off with a hammer and crowbar and threw it to the ground. The new roof was made of metal sheeting. He does not say how long this work lasted.
12. J Armstrong did a lot of cottage work around Wollongong. He says 50% of the roofs he installed were corrugated asbestos cement sheets with the other 50% were metal. Of the AC fibro about 80% was James Hardie and 20% was Wunderlich. He says he could “...tell the difference as the Wunderlich product had a different width and it wasn't as good”. He cut the sheet to size and when he did that dust went everywhere. He screwed the sheets in place onto the roof. Asbestos dust again evolved.
13. He also worked on Power Stations for J Armstrong. He worked at Tallawarra and used aluminium roofing sheets. He did work in the vicinity of ladders. The ladders made up the slurry and worked with prefab pipe sections as previously described. Asbestos dust was in the area he worked. He worked there for 6-8 months and was exposed to asbestos daily.
14. He then worked at the Port Kembla Power Station for 6 or 7 months. He installed AC sheeting to the roof and walls. The roof was Hardies Super Six. The material used for the wall was also manufactured by James Hardie. Again he cut it with a handsaw

and installed it in place. Dust was present during each step. When doing this work there was also workers lagging steam pipes in his vicinity.

15. His final job that involved asbestos exposure for J Armstrong was at Metal Manufacturers where he worked for a few months on a large cabling plant. He installed Hardies Super Six on the roof. Hardies also manufactured AC sheets used for the walls. As before, he cut them with a handsaw and screwed the sheets in place.
16. Mr Spackman next worked for Illawarra Machinery Installations from 1960 to 1968 doing roof constructions and repairs. Approximately 20% of the 8 years was at Metal Manufacturers and Australian Fertilisers. He removed and replaced AC sheeting. The product used was supplied by Hardies as it had to match the product removed. Dust evolved when cutting and installing Hardies' product.
17. He then worked at Vales Point and Munmorah Power Stations. He worked at each for 6 or 7 months. At both sites he installed metal roofs but worked in the vicinity of ladders. He was exposed to asbestos dust in the same way as at the Tallawarra Power Station.
18. Mr Spackman set up a partnership with J Kentwell and N Robbins (**the K & R Partnership**) replacing and installing roofs and walls at commercial and domestic facilities. After 4 years the partnership ceased and in its place a company called Spackman & Kentwell Roofing Pty Ltd (**S & K**) was incorporated in 1972. He worked as a roofer for that company until 1994.
19. He says "*During the entire time from 1968 to early to mid 1980s we did the same type of work. About 50% of the work was commercial and 50% was domestic. Up until the mid 1980s I still used asbestos cement building products. Throughout this time I used 80% James Hardie products and 20% Wunderlich. The company used to*

purchase a lot of the asbestos cement sheeting from a hardware store called Sorby's and from another hardware store called Fred Ash".

20. He believes 30% of the roofs installed for domestic work were corrugated asbestos cement and the balance in metal. He says he was exposed to asbestos about 20% of the time working on commercial jobs. For commercial repair work to roofs he estimates that 95% of the product he used was James Hardie Super Six. The jobs at Metal Manufacturers and Australian Fertilisers were all asbestos fibro and he used James Hardie Super Six. He used a power saw to cut the sheets. Dust went everywhere. Jobs at these sites lasted 4 – 6 months at a time and he worked there on and off every year.

21. From the early to mid 1980s he became aware of the dangers of asbestos. His exposure to asbestos ceased in about 1985.

22. Mr Spackman was unable to reliably estimate the percentage proportion of exposure for each period or the percentage of relative exposure to each product.

Seltsam's Reply

23. Seltsam says that it ceased manufacturing and supplying any asbestos cement products after July 1977. It did not supply pre-cut asbestos sections or raw asbestos powder. It notes that none of its products are identified by name.

24. Seltsam submits the parties should be categorised as follows:

Seltsam	Category 1
Amaca	Category 1
Delta	Category 1 and Category 2
Eraring	Category 1 and Category 2
S & K	Category 2

25. In respect of the Delta and Eraring Seltsam submits that both were large and sophisticated organisations that installed boilers containing asbestos insulation and employed people to carry out maintenance works on the boilers and for that reason should be categorised as “installers” of asbestos. It further submits that removing and re-lagging pipes was an essential element to the operation of their facilities. It was not incidental.

26. Seltsam identifies the periods on which it as a supplier of product is identified by Mr Spackman including in 1954 to 1960 at the Tallawarra Power Station, the Port Kembla Power Station, at Metal Manufacturers and doing cottage work. It submits that it should be liable with Amaca and Eraring for this period. In the K & S period (exposure 1968 – 1985) it submits that Amaca and Seltsam should be liable for this period on a time on risk basis.

27. Seltsam then gives a comprehensive calculation of liabilities reproduced in a table. I note that it did not include the fifth defendant, K & S, in that calculation which appears to be an oversight. The final apportionments according to Seltsam are:

Eraring	25.9%
Delta	8.6%
Amaca	60.3%
Seltsam	5.2%

Amaca’s Reply

28. Amaca notes that the plaintiff identifies the following asbestos products:

- Asbestos cement fibro
- James Hardie Super Six
- Wunderlich corrugated asbestos cement fibro
- Raw asbestos

- Pre-cut asbestos sections

It then says that the only product referable to Amaca by name is James Hardie Super Six. It submits that it was not the only manufacturer of asbestos cement fibro, raw asbestos or pre-cut asbestos. It did not supply raw asbestos. In respect of that submission Mr Spackman spent virtually his whole professional life installing roofs. I accept that he was well equipped to know whether the AC sheet products he used were supplied by Amaca or Seltsam. He does give estimates of exposure to each manufacturer in his Amended Statement of Particulars and I accept those estimates. It is not necessary to identify each product he was exposed to by name.

29. Amaca submits that the parties should be categorised as follows:

Amaca	Category 1
Seltsam	Category 1
Eraring	Category 1 and 2
Delta	Category 1 and 2
S & K	Category 2

30. It submits that Eraring and Delta should be placed into category 1 on the basis that it is an installer of asbestos for reasons similar to Seltsam.

31. Amaca does not submit that the Standard Presumptions should be varied for any reason.

32. Amaca does not propose a calculation of the liabilities of the parties but does submit that Amaca should not be held accountable for asbestos cement products which are not identified as its products. For the reasons given above I do not accept that submission generally in respect of asbestos cement flat sheets because Mr Spackman has given an estimate of his exposure as between Amaca and Seltsam. It would apply at least in respect of products it did not manufacture, such as loose asbestos used by ladders.

Delta's Reply

33. Delta Energy (**Delta**) has served a cross claim joining Amaca as the cross-defendant. By that cross claim it alleges that Amaca supplied AC sheets known as Super Six and fibrolite. It also alleges that industrial boilers, turbines and plant constructed maintained and reconditioned at Vales Point and Munmorah Power Stations were insulated, sealed and/or packed with asbestos products manufactured by Amaca.
34. In support of the cross claim Eraring lists letters from suppliers to Elcom (Delta's predecessor) evidencing supply of insulating material to Vales Point and Munmorah by Amaca and Bradford Insulation in the 1960s.
35. It also refers to the affidavit of Mustafa Mehmet tendered in DDT proceedings 170 of 1998 where he states that "*The majority of the insulation products that we used at Vales Point, Munmorah and Liddell Power Stations came from James Hardie*" and refers to magnesia powder, pre-formed lagging and insulation, caposite and millboard.
36. Delta's submission is drafted in a manner which seeks to identify the number of days that it was on risk. By its calculation Delta (which was responsible for exposure at Vales Point and Munmorah Power Stations) was responsible for 403 days of exposure out of a total of 5888.25 days or 6.84% of his lifetime exposure.
37. First it calculates days of exposure for each period of employment. So for example the AG McLaine Period is calculated as follows:

Period 1 1949 – 1954 Employed by AG McLaine

The Plaintiff states that he worked at various sites around Port Kembla undertaking roof repair & wall construction as follows:

(a) at the Port Kembla Steelworks known as Australian Iron & Steel Pty Limited during the construction of the Steelworks for a period of 18 months and estimates exposure for 5% of the time

Total exposure period = say 27 days

(b) at the Port Kembla Power Station for 6 months working on the construction of the roof, walls and conveyors using James Hardie Super Six corrugated sheeting for the roof and walls and the conveyors

Total exposure = 182.5 days.

...etc.

38. Delta does not know whether Mr Spackman worked at Vales Point or Munmorah and so cannot admit exposure to asbestos at its premises.

39. Delta submits that the parties should be categorised as follows:

Amaca	Category 1
Seltsam	Category 1
Delta	Category 2
Eraring	Category 2
S & K	Category 2

Delta makes a specific submission that it should not be placed into category 2. It submits that Elcom did not design, manufacture or install the plant or equipment used at the facility.

40. Delta submits that its predecessors did not have actual knowledge of the dangers of asbestos prior to 1 January 1970. Delta submits that the electricity Commission of New South Wales (its predecessor) only had constructive knowledge of the dangers of asbestos before 31 December 1969 and “*only had limited actual knowledge of the dangers of blue asbestos from 1 January 1970*” and relies on *Re Gynes; Eraring energy v SC Cheadle Hulme Ltd* [2004] NSWDDT 23. It further submits that Elcom

was not an agent of the Crown and so was not vested with its knowledge: *Re Royal; Babcock Australia Ltd v Eraring Energy & Babcock International Ltd* [2001] NSWDDT 5. In contrast Johns J found that Elcom had actual knowledge of the dangers of asbestos in the mid 1950s: *Re Nichols*. Delta “disputes” those findings.

41. Delta submits that the Standard Presumptions should be amended as against James Hardie on the basis that it was a large and sophisticated organisation as well as the extent of its knowledge and failure to take steps to address the risks of exposure to asbestos.

42. As to apportionment Delta submits that the Plaintiff’s evidence shows that it is on risk for 403 days out of a total of 588.25 of lifetime exposure. That is, 6.85%. In respect of that 6.85% it submits that the exposure occurred in Periods A and B however as most of the exposure occurred in Period B it accepts that Period B be accepted when determining apportionment.

43. The Standard Presumptions for Period B are Amaca 65% and Delta 35%. Applying that to the claimed 6.85% gives the following apportionment:

Amaca	$65\% \times 6.85\% = 4.45\%$
Delta	$35\% \times 6.85\% = 2.4\%$

44. Delta makes no submissions in respect of the other periods of exposure.

Eraring’s Reply

45. Its Reply was prepared by the same legal representatives as Delta and the reasoning and methodology as to the calculation of apportionment is the same. Therefore, I will go to the matters that are notably different in its Reply.

46. Eraring Energy (**Eraring**) has also filed a cross claim against Amaca. By that cross claim it alleges that Amaca supplied AC sheets known as Super Six and fibrolite. It also alleges that industrial boilers, turbines and plant constructed maintained and reconditioned at Port Kembla and Tallawarra Power Stations were insulated, sealed and/or packed with asbestos products manufactured by Amaca.

47. In support of the cross claim Eraring refers to the affidavit of Allen Richard Barton in DDT proceedings 30 of 1994 in which he identifies fibrolite and “asbestos products” from a James Hardie brochure which were used in the construction of boilers, turbines and steam plant at Port Kembla Power Station. For Tallawarra Power Station it refers to the affidavit of a Mr Shead who was employed at Tallawarra from 1952 to 1958 in which he refers to a James Hardie product, caposite, being put on the top and down the side of the boilers. The Tallawarra B station used caposite insulating blocks in 1959 and 1960 and attaches a consignment note from James Hardie evidencing that. Finally it relies on the affidavit of Gordon Viegel tendered in proceedings No 13373 of 1998 who swore that insulation materials including magnesia, caposite and slurry were supplied by Amaca.

48. Eraring submits that the plaintiff’s work at the Port Kembla and Tallawarra Power Stations resulted in 1148.5 days out of 5888.25 or 19.5%. It admits that its predecessors in title (Elcom) owned and occupied the Port Kembla and Tallawarra Power Stations. It does not admit that Mr Spackman worked at those sites and so cannot admit exposure to asbestos as alleged.

49. As to knowledge of the dangers of exposure it makes the same submissions as Delta.

50. Eraring submits that the parties should be categorised as follows:

Amaca	Category 1
Seltsam	Category 1
Delta	Category 2

Eraring	Category 2
S & K	Category 2

51. Eraring makes the same submissions, and refers to the same authorities, regarding when it acquired knowledge of the dangers of asbestos as Delta.

52. Applying a time on risk analysis Eraring submits that the exposure occurred in Period A and so the Standard Presumptions allocate the following apportionments:

Amaca	75%
Eraring	25%

53. Applying the Standard Presumptions to Eraring's submission that exposure at its facilities represents 19.5% of Mr Spackman's lifetime exposure gives the following result:

Amaca	$75\% \times 19.5\% = 14.6\%$
Eraring	$25\% \times 19.5\% = 4.9\%$

Findings

54. Having regard to Clause 3 of the Standard Presumptions the following factual considerations are noted by me:

- (a) Mr Spackman alleges he suffers from asbestosis a divisible condition.
- (b) His exposure to asbestos occurred in the period 1949 to about 1985.
- (c) Mr Spackman does not identify any single period as resulting in heavier exposure.
- (d) The lag time between his exposure and diagnosis is sufficient for the exposure to be causative of the injury.
- (e) The relationship between Mr Spackman and Eraring and Delta is that of occupier/entrant of premises, between Mr Spackman and Seltsam and

Amaca that of supplier/user and S & K was employer/employee. There are 5 defendants identified as at fault.

- (f) None of the defendants in their capacity as employers, occupiers or suppliers of asbestos product took any steps to minimise the risks of Mr Spackman's exposure to asbestos.

55. I note that in the Amended Statement of Particulars Mr Spackman spent many years of his career on jobs that had no asbestos exposure at all.

56. I accept the submissions of Eraring and Delta that Amaca was the principal supplier of asbestos products that comprised lagging and pre-cut products to which Mr Spackman was exposed. I also accept Amaca's submission that it did not supply raw asbestos. In that regard I consider no liability should be fixed to Amaca in respect of exposure that occurred to raw asbestos powder when working at the power stations.

57. I categorise the parties as follows:

Amaca	Category 1
Seltsam	Category 1
Eraring	Category 2
Delta	Category 2
S & K	Category 2

58. I am not satisfied that Eraring or Delta were in the business of the installation of asbestos. It was a function that was ancillary to the central purpose of power generation and supply.

59. In attempting to calculate the proportion of exposure each period over Mr Spackman's career I prefer to adapt the methodology proposed by Eraring and Delta. Mr Spackman has been quite comprehensive as to the periods of exposure in each role and so it seems reasonable to estimate each period of exposure as a

proportion of his lifetime exposure. There is some measure of estimation in doing so. Relying on Mr Spackman's description his exposure can be summarised as follows:

Period 1 1949 – 1954 (5.5 years) Employed by AG McLaine

- (a) Port Kembla Steelworks 5% of 18 months – allow 27 days. No manufacturer identified.
- (b) Port Kembla Power Station for 6 months daily exposure – 182.5 days . Amaca Super Six.
- (c) Tallawarra Power Station for 18 months daily exposure – 547.5 days. Lagging and pre-cut asbestos. Amaca / Eraring.
- (d) Australian Fertilisers for 6 – 7 months – allow 200 days. Amaca Super Six.
- (e) Metal Manufacturers for 6 – 7 months – allow 200 days. Amaca Super Six.

1157 days

Period 2 1954 – 1960 (6 years) Employed by J Armstrong

- (a) Electrolytic Refining and Smelting Plant no period specified – allow 200 days. Amaca Super Six.
- (b) Cottage work allow 3 years with 50% of that with asbestos – 547.5 days. 80% Amaca product and 20% Seltsam.
- (c) Tallawarra Power Station for 6 – 8 months – allow 217 days. Amaca / Eraring.
- (d) Exposure at the Port Kembla Power Station for 6 – 7 months – allow 200 days. Amaca / Eraring.
- (e) Metal Manufacturers for a few months – allow 60 days. Amaca Super Six.

1224.5 days

Period 3 1960 – 1968 (8 years) Employed by Illawarra Machinery Installations

- (a) Metal Manufacturers and Australian Fertilisers 20% of 8 years – allow 584 days. Amaca corrugated sheets.
- (b) Vales Point Power Station 6- 7 months – allow 200 days. Amaca / Delta.

(c) Munmorah Power Station 6- 7 months – allow 200 days. Amaca / Delta.

984 days

Period 4 1968 – 1972 (4 years) K & R Partnership

(a) 50% domestic work of which 30% involved asbestos – allow 219 days. Amaca 80% / Seltsam 20% thereof.

(b) 50% commercial work of which 20% involved asbestos – allow 146 days. Amaca 95 % / Seltsam 5%

365 days

Period 5 1972 – 1985 (13 years) Spackman & Kentwell Roofing Pty Ltd

(a) 50% domestic work of which 30% involved asbestos – allow 712 days. S & K / Amaca 80% / Seltsam 20% thereof.

(b) 50% commercial work of which 20% involved asbestos – allow 475 days. S & K / Amaca 95 % / Seltsam 5%

1187 days

For the Electrolytic Refining and Smelting Plant I have allowed 6 months as this appears to be a comparable duration to his other industrial jobs.

Total days of estimated exposure 4918 days.

60. Collating those liabilities gives the following results:

No employer or manufacturer identified 27 days

Amaca $182.5 + 200 + 200 + 200 + 60 + 584 = 1426.5 / 4918 = 29\%$

Amaca / Eraring $547.5 + 217 + 200 / 4918 = 19.6\%$

Amaca 80% / Seltsam 20% @ $(547.5 + 219) / 4918 = 15.6\%$

Amaca 80% / Seltsam 20% / S & K @ $712 / 4918 = 14.5\%$

Amaca 95% / Seltsam 5% @ $146 / 4918 = 3\%$

Amaca 95% / Seltsam 5% / S & K @ $475 / 4918 = 9.7\%$

Amaca / Delta $400 / 4918 = 8.1\%$

Eraring Period – 19.6%

61. In respect of the Amaca / Eraring period the exposure occurred in Period A. I accept Eraring's submission that it did not have actual knowledge of the dangers of asbestos in this period. I do not propose to adjust the Standard Presumptions for that reason. However, there was exposure to loose asbestos from ladders working in his vicinity. That product was not supplied by Amaca. The exposure was for an extended period and occurred daily but not for the entire period of his employment in Period 1. Doing the best I can I consider there should be an adjustment of 10% to the Standard Presumptions in favour of Amaca. There is only one party in each category and so the apportionments for this period are:

Amaca $65\% \times 19.6\% = 12.7\%$

Eraring $35\% \times 19.6\% = 6.9\%$

Delta Period – 8.1%

62. In respect of the Amaca / Delta periods I accept Delta's submission that the exposure fell predominantly within Period B and it is that period of the Standard Presumptions that should apply. Again there was exposure to loose asbestos which

was not supplied by Amaca. The description of the exposure is much the same as had occurred at Tallawarra. I propose to adjust the Standard Presumptions by reducing them by 10% as against Amaca taking into account that exposure in this period. The apportionments for this period are:

Amaca $55\% \times 8.1\% = 4.5\%$
 Delta $45\% \times 8.1\% = 3.6\%$

S & K Period

63. The S & K period is from 1972 to 1985 a period of about 13 years. There is no cross defendant employer joined for the Spackman & Kentwell partnership period from 1968 to 1972. Seltsam ceased manufacturing and supplying in about July 1977 so it is on risk for about 5.5 years of 13 years (or 42.3%). Exposure from 1972 to 31 December 1978 occurred in period B and post 1 January 1979 occurred in period C. I do not propose to adjust the Standard Presumptions as against S & K. Accordingly the liabilities are as follows:

Period B Domestic Work

1972 to July 1977 5.5 years of 13 years (42.3%)

Category 1	Seltsam / Amaca	65%
Category 2	S & K	35%

Amaca 80% / Seltsam 20% / S & K @ 712 / 4918 = 14.5%

Category 1	$65\% \times 14.5\% \times 42.3\% = 4.0\%$
Amaca	$4.0\% \times 80\% = 3.2\%$
Seltsam	$4.0\% \times 20\% = 0.8\%$

Category 2

S & K	$35\% \times 14.5\% \times 42.3\% = 2.1\%$
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July 1977 – 31 December 1978 1.5years of 13 years (11.5%)

Amaca $65\% \times 14.5\% \times 11.5\% = 1.1\%$

S & K $35\% \times 14.5\% \times 11.5\% = 0.6\%$

Period C Domestic Work

1979 – 1985 6 years of 13 years (46.2%)

Amaca $60\% \times 14.5\% \times 46.2\% = 4.0\%$

S & K $40\% \times 14.5\% \times 46.2\% = 2.7\%$

Period C Commercial Work

1972 to July 1977 5.5 years of 13 years (42.3%)

Category 1 Seltsam / Amaca 65%

Category 2 S & K 35%

Amaca 95% / Seltsam 5% / S & K @ 475 / 4918 = 9.7%

Category 1 $65\% \times 9.7\% \times 42.3\% = 2.7\%$

Amaca $2.7\% \times 95\% = 2.56\%$

Seltsam $2.7\% \times 5\% = 0.14\%$

Category 2

S & K $35\% \times 9.7\% \times 42.3\% = 1.4\%$

July 1977 – 31 December 1978 1.5years of 13 years (11.5%)

Amaca $65\% \times 9.7\% \times 11.5\% = 0.75\%$

S & K $35\% \times 9.7\% \times 11.5\% = 0.4\%$

Period C Domestic Work

1979 – 1985 6 years of 13 years (46.2%)

Amaca 60% x 9.7% x 46.2% = 2.7%

S & K 40% x 9.7% x 46.2% = 1.8%

Amaca and Seltsam 15.6% and 3%

64. This period relates to the Kentwell partnership where no Category 2 defendant is joined to the proceedings.

Amaca 80% / Seltsam 20% @ (547.5 + 219) / 4918 = 15.6%

Amaca 12.5%

Seltsam 3.1%

Amaca 95% / Seltsam 5% @ 146 / 4918 = 3%

Amaca 2.85%

Seltsam 0.15%

65. Accordingly the final apportionments are as follows:

Amaca 75.9%

Seltsam 4.2%

Eraring 6.9%

Delta 3.6%

S & K 9%

66. I have been asked to appoint a Single Claims Manager. I appoint Amaca as it is the Primary Defendant according to the definition in Cl 61 of the Regulations.

.....
David Jay

Contributions Assessor

2 January 2012