



WESTERN AUSTRALIAN GOVERNMENT Gazette



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- Easter or Christmas editions etc—these notices appear approximately 4 weeks prior to any change.
- Extraordinary gazettes not circulated to all subscribers—these notices appear in the following general edition of the gazette.

In all cases notices are published on page 2 and readers are urged to check accordingly prior to contacting State Law Publisher.

JOHN A. STRIJK,
Government Printer.

FAIR TRADING

FT301

CONSUMER CREDIT (WESTERN AUSTRALIA) ACT 1996
 CONSUMER CREDIT AMENDMENT REGULATION (No. 4) 1997

Made by the Lieutenant-Governor and deputy of the Governor in Executive Council.

Citation

1. These regulations may be cited as the *Consumer Credit Amendment Regulation (No. 4) 1997*.

Principal regulations

2. In these regulations the *Consumer Credit Regulation 1996** is referred to as the principal regulations.

[* *Published in Gazette 18 October 1996, pp. 5525-600.*
For amendments to 7 October 1997, see 1996 Index to Legislation of Western Australia, Table 4, p. 47, and Gazettes 27 March, 27 June and 26 September 1997.]

Various sections amended

3. The principal regulations are amended by deleting "12 months" where it occurs in the provisions specified in the Table to this regulation and substituting in each case the following —

" 24 months ".

Table

s. 58 (5) (b)	s. 67 (4)
s. 59 (4)	s. 68 (3)
s. 60 (3)	s. 69 (3)
s. 61 (2) (b)	s. 70 (5)
s. 62 (2)	s. 71 (3)
s. 63 (5)	s. 72 (3) (b)
s. 64 (2) (b)	s. 73
s. 65 (2) (b)	s. 74 (3)
s. 66 (3)	s. 75 (6)

By Command of the Lieutenant-Governor and deputy of the Governor,
 ROD SPENCER, Clerk of the Executive Council.

FT302*

SETTLEMENT AGENTS ACT 1981
 SETTLEMENTS AGENTS SUPERVISORY BOARD
 PROFESSIONAL AND FIDELITY INSURANCE
 MASTER POLICY
 Policy No. 9735NK21128
 Settlement Agents Professional Indemnity Insurance
 Schedule

CERTIFICATE No.
 ASSURED FIRM:

CONTRACT No. 9735NK21128

ADDRESS:

PERIOD OF INSURANCE:

	From:	to 31st October 1998 (Midnight)
LIMIT OF INDEMNITY:	Section 1: \$	each and every claim
	Section 2: \$1,000,000	each and every claim
EXCESS:	\$2,000 each claim or \$5,000 each claim where acting for more than one party	

SPECIAL CONDITIONS:

PREMIUM:

STAMP DUTY:

DATE OF PROPOSAL FORM:

HIH Casualty and General Insurance Ltd, A.C.N. 008 482 291, Sydney	70%
AMP General Insurance Ltd, A.C.N. 008 405 632, Sydney	30%

In Witness Whereof this Certificate has been signed by,

AON PROFESSIONAL SERVICES,
a division of Aon Risk Services Australia Ltd,
A.C.N. 000 434 720
ANDREW B. WILLIAMS, Manager for Australia,
Authorised Signatory.

SETTLEMENT AGENTS PROFESSIONAL INDEMNITY & FIDELITY INSURANCE CERTIFICATE WORDING

Whereas the Settlement Agents Supervisory Board (hereinafter called "the Board") has agreed to the Insurer (hereinafter called "the Company") on behalf of all Licensees from time to time required by the Act to be insured and on behalf of and for the benefit of Former Licensees providing insurance in accordance with the Terms, Conditions and Exclusions contained herein,

And Whereas the Licensees (hereinafter called "the Insured") named in the Certificate of Insurance having paid to the Company the premium stated in the Certificate of Insurance to effect insurance with the Company,

The Company agrees:

SECTION 1: Professional Indemnity

To indemnify the Insured (which expression shall in this Section 1 only include any person or persons in the direct employ of the Insured) against all sums which the Insured shall become legally liable to pay for any claim or claims first made against the Insured during the period of insurance by reason of any act, error or omission committed or allegedly committed by or on behalf of the Insured in the conduct of the Insured's Business.

In addition, pay the costs and expenses incurred with the written consent of the company in the defence, settlement or investigation of any such Claim.

SECTION 2: Fidelity

This Policy shall indemnify the Insured in respect of any pecuniary loss including loss of bearer bonds, coupons, bank notes, currency notes negotiable instruments or stamps sustained by them and first discovered by the Insured during the Period of Insurance by reason of any dishonest, fraudulent, malicious or illegal act or omission of the Insured or person in his direct employ in the conduct of the Insured's profession.

Provided Always That—

No indemnity shall be afforded to any person committing or condoning such act or omission, and the Insured shall take all reasonable steps requested by the Company to recover the loss and shall permit the Company, if he so requests, to himself take such recovery action in the name of the Insured and in that event the Insured shall assist and co-operate with the Company and shall provide the Company with such information (including signed statements) as the Company may reasonably require.

Provided that the liability of the Company shall not exceed in the aggregate in respect of each claim (including claimant's costs) the Limit of Liability stated in Memorandum 7 and in addition all costs and expenses incurred with the consent of the Company in the defence or settlement of any such claim, provided that, if a payment in excess of the said Limit of Liability is made to dispose of any such claim, the Company's liability for any such costs and expenses so incurred shall be limited to such proportion thereof as the said Limit of Liability bears to the amount of the payment so made.

Provided further that in respect of each claim there shall be deducted from the amount of such claim, as finally determined, the amount of the Deductible stated in Memorandum 8 and the liability of the Company shall be limited to the amount, if any, in excess of such Deductible but not exceeding the Limit of Liability stated in Memorandum 7.

EXCLUSIONS APPLICABLE TO SECTION 2

The Company shall not be liable under this Policy in respect of or in relation to any person acting alone or in collusion with others:

1. for more than the Limit of Liability stated in Memorandum 7 notwithstanding that such dishonest, fraudulent malicious or illegal act or acts were committed by such person during more than one Period of Insurance;
2. for any loss, or to that part of any loss, as the case may be, the proof of which either as to its factual existence or as to its amount, is deducted from an inventory computation or a profit and loss computation; provided, however, that this Exclusion shall not apply to loss of money or other property which the Insured can prove, through evidence wholly apart from such computations, was sustained by the Insured through any dishonest, fraudulent, malicious or illegal act or acts committed by any one or more of such persons;
3. for any loss arising from any fraudulent, dishonest, malicious or illegal act or acts committed by such person after the Insured shall have knowledge or information of such act of dishonesty, fraud, malice or illegal act on the part of such person;
4. for any loss arising from the complete or partial non-payment of, or default upon any loan, extension of credit or transaction in the nature of, or amounting to, a loan, obtained from or made by the Insured or by any of the employees whether authorised or unauthorised unless such loss results from dishonesty, fraud, malice or illegal act on the part of any of the employees.

GENERAL EXCLUSIONS

1. This Policy does not cover any claim for loss, damage or liability directly or indirectly occasioned by or

- (a) happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
- (b) caused by or arising from or in consequence of or contributed to by nuclear weapons materials, or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission.

2. The Company shall not indemnify the Insured in respect of any loss arising out of any claim in respect of any liability incurred in connection with a Business conducted wholly outside the State of Western Australia or in respect of an act or omission occurring outside the State of Western Australia in connection with a Business conducted principally outside the State of Western Australia.

3. This Policy does not provide cover in respect of any circumstance or occurrence which has been notified under any other insurance attaching prior to the commencement date of the Certificate of Insurance.

4. This policy will not indemnify the Insured against any Claim in respect of liability imposed upon the Insured pursuant to any contract if such liability would not have been imposed upon the Insured in the absence of any such contract, or for fines, penalties or exemplary damages of any description.

EXTENSIONS AUTOMATICALLY INCLUDED

Subject to the limitation of indemnity stated in the Schedule in respect of all claims under this policy the following extensions are automatically included.

Each extension is subject to the terms, excess and Limit of Indemnity of this policy.

The cover provided by each extension is limited to claims or circumstances reported to the Insurers during the Period of Insurance.

1. Libel and Slander

This policy shall cover any claim first made against the Insured during the Period of Insurance for libel and slander by reason of words written or spoken by the Insured in the conduct of the Insured's profession.

2. Trade Practices Act

This policy is extended to indemnify the Insured in respect of claims for damages or compensation made against the Insured under the terms of the Trade Practices Act 1974 (Commonwealth), the Fair Trading Act 1987 (Western Australia) or similar legislation in other States, except in respect of such claims made under the penal or criminal provisions of those Acts.

3. Loss of Documents

If during the Period of Insurance the Insured shall first discover that any documents as defined by this clause the property of or entrusted to the Insured, which may be now or hereafter be, or be supposed or believed to be, in the custody of the Insured, or in the custody of any other person to or with whom such documents have been entrusted, lodged

or deposited by the Insured in the ordinary course of business, have while within Australia been destroyed, damaged, lost or mislaid and after diligent search cannot be found, the Company shall indemnify the Insured against:

- a. legal liability which may attach to the Insured in consequence of such documents having been so destroyed, damaged, lost or mislaid, and
- b. costs and expenses of whatsoever nature incurred by the Insured in replacing or restoring such documents provided that such costs and expenses shall be supported by accounts approved by a competent person nominated by the Company.

Provided always that—

- a. no indemnity shall be afforded in respect of any loss brought about by wear and tear and other gradually operating clauses and
- b. the expression “**documents**” shall in this clause mean deeds, wills, agreements, maps, plans, books, letters, forms and documents of any nature whatsoever including computer print outs BUT SHALL NOT MEAN or extend to any other form of computer records nor computer memory whether programs or database or otherwise and however recorded NOR SHALL IT MEAN or extend to bearer bonds, coupons, bank notes, currency notes or negotiable instruments.

4. Fraud & Dishonesty of Employees

This policy shall indemnify the Insured in respect of the legal liability of the Insured arising from any claim first made against the Insured during the Period of Insurance by reason of any dishonest, fraudulent, malicious, or illegal act or omission of the Insured's employees in the conduct of the Insured's profession.

Provided always that—

no indemnity shall be afforded to any person committing or condoning such act or omission, and the Insured shall take all reasonable steps requested by the Company to recover the loss and shall permit the Company, if it so requests, to itself take such recovery action in the name of the Insured and in that event the Insured shall assist and co-operate with the Company and shall provide the Company with such information (including signed statements) as the Company may reasonably require.

5. Continuous Cover

5.1 In the absence of fraudulent non-disclosure and subject to clauses 5.2 & 5.3 below, where:

- 5.1.1 a Claim is made against the Insured by reason of an act, error or omission by or on behalf of the Insured which occurred prior to the Period of Insurance: and
- 5.1.2 HIH was the Insured's professional indemnity lead insurer at the time when the Insured first became aware of the circumstance which subsequently gave rise to the Claim (“Circumstance”); and
- 5.1.3 HIH continued without interruption as the Insured's professional indemnity lead insurer from the time when the Insured first became aware of the Circumstances up until such time as the Claim is made against the Insured and notified to HIH.

HIH agrees to indemnify the Insured against the Claim subject to and on the terms and conditions of this policy.

5.2 HIH reserves the right to reduce its liability in respect of the Claim by the amount which fairly represents the extent to which HIH's interests are prejudiced as a result of the late notification.

5.3 Where clauses 5.1 and 5.2 apply, HIH agrees that it will not deny indemnity for the Claim as a consequence of any non-disclosure on the part of the Insured with respect to the Claim.

DEFINITIONS

In this Policy:

1. “**Act**” means The Settlement Agents Act 1981 as from time to time in force.
2. “**Business**” means the professional activities of a Settlement Agent as defined in the Act, under the name stated in the Certificate of Insurance or such other name notified to the Company from time to time.
3. “**Licensee**” has the same meaning as in the Act.
4. “**Each Claim**” shall mean all claims arising from the same act, error or omission.
5. “**Insured**” means the Licensee, Firm or the Related Business, Directors and any person who is or becomes or who has ever been an employee of the Insured.
6. “**Commencement Date**” means that date as of which the Certificate of Insurance becomes effective.
7. “**Firm**” means the person or persons carrying on the Business from time to time.
8. “**Former Licensee**” means any Licensee who has ceased to carry on Business as a principal.
9. “**Period of Insurance**” means the period so specified in the Certificate of Insurance.

10. **"Related Business"** means any service, administrative or nominee company or other person entity or trust associated with or providing services to the Business and specified in the Certificate of Insurance or notified in writing to the Company and not being a Firm carrying on a Business.
11. **"Insurer"** means the Insurance Company(ies) whose name(s) appear(s) in the Certificate of Insurance.
12. Words importing any gender include every other gender

INTERPRETATION

1. The terms "Insured", "Licensee", "Firm" and "Business" shall be read as if they were separately defined in each Insurance effected by the issue of a Certificate of Insurance and were defined by reference to the Firm referred to in the respective Certificate of Insurance.
2. This Master Policy and every Certificate of Insurance shall be governed by and construed according to the laws of the State of Western Australia.

MEMORANDA

1. Currency of Master Policy

This Master Policy commences on the 1st day of November 1997 and shall continue until midnight 31st October 1998 and may thereafter be renewed for such further periods and with such variations as may be agreed between the Company and the Board.

2. Premium

The premium payable for the issue of a Certificate of Insurance to a Licensee for the Limit of Liability shall be as agreed between the Company and the Board, but the Company reserves the right to vary the standard Premium based upon prior claims and circumstances as declared on the questionnaire.

3. Premium Payable by New Licensee

A Licensee which commences Business other than at the commencement of a year of insurance under the Master Policy shall pay, in order to obtain insurance in respect of the Business of that Licensee, a premium equal to the premium payable by a Licensee reduced pro rata for every whole month by which the Period of Insurance is less than twelve months, subject to a minimum premium of \$105.00 inclusive.

4. Issue of Certificates of Insurance

The Company through its intermediary, Aon Professional Services, A Division of Aon Risk Services Australia Ltd, will issue Certificates of Insurance annually in the form of the Schedule hereto on receipt of the premiums payable in accordance with Memorandum 2 above to Licensees who are required by the Act to be insured.

5. Effect of Certificate

Each Certificate when issued shall have effect as if it were a separate Policy of insurance made between the Company and the Insured in the Terms of the Certificate and of this Policy.

6. Insurance of Former Licensees

A Former Licensee who has at any time been insured under any Master Policy or whose successors in business have at any time been insured thereunder shall be entitled to be indemnified by the Company in respect of any claim or claims first made against him during the currency of this Policy as if a Certificate of Insurance had been issued to him hereunder and as if there were specified in such Certificate:

- (a) As the Period of Insurance, the period during which this Policy shall be in force; and
- (b) As the Limit of Liability, the sum of
 - Section 1—\$1,000,000
 - Section 2—\$1,000,000

7. Limit of Liability

Section 1 The Limit of Liability for each claim shall be as stated in the Schedule and shall be not less than \$1,000,000.

Section 2 The Limit of Liability for each claim shall be \$1,000,000

8. Deductible

The Company shall not be liable to indemnify the Insured in respect of the first \$2,000 of each claim or \$5,000 if the claim derives from a matter where the agent acted for both parties.

9. Variation by Agreement

The Board and the Company may by agreement vary any of the terms of this Policy other than the terms of Memoranda 2, 7 and 8 as above with respect to any Certificate of Insurance which is issued after the effective date of such variation. The effective date of variation shall be the date nominated in the agreement being a date not earlier than the date the agreement is made.

10. No Refusal of Cover

The Company may not refuse any cover pursuant to this Master Policy to any Licensee.

11. Cross Liability (Applicable to Section 2 only)

The word "Insured" shall be deemed to apply to each person comprising the Insured in the same manner as if a separate Policy had been issued to each of them and the act, error or omission of one shall not prejudice the right of any other to indemnity under this Insurance but the total liability of the Company in respect of all the individuals and entities comprising the Insured shall not exceed the Limit of Liability as stated in Memorandum 7 above.

GENERAL CONDITIONS

1. No Admission or Settlement

The Insured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Company. The Company shall be entitled at its own expense at any time to take over and conduct in the name of the Insured the defence or settlement of any claim.

2. Notice of Claims

The Insured shall give notice to the Company in writing as soon as practicable of any circumstances giving rise or likely to give rise to a claim under this Policy and the Insured shall—

- (a) within fourteen days from the date of such notice (unless the Company has in writing agreed to extend such period) deliver to the Company a detailed statement in writing of the loss sustained;
- (b) at all reasonable times permit the Company to inquire into, investigate and examine the circumstances of the alleged loss by the Insured, and the claim in respect thereof, and the Insured shall, at his own expense upon being required so to do by the Company produce all books, vouchers, correspondence, documents, receipts, and all other information in his possession or control relating to the alleged loss, and shall furnish copies of such of them and otherwise give all possible assistance as may be required by the Company so far as they relate to such claim or may in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this Policy.

3. Effect of Giving Notice of Circumstances

If a notice of circumstances is given to the Company under the preceding clause either by or on behalf of the Insured or by or on behalf of his successors in business any claim subsequently made (whether before or after the expiration of the Period of Insurance) pursuant to such an intention to claim or arising from circumstances so notified shall be deemed to have been made on the date when such notice was given.

4. Other Insurance

Upon giving any notification pursuant to General Condition 2, the Insured shall inform the Company as to any other Insurance or indemnity pursuant to which the Insured is entitled to any benefit in respect of that claim.

5. Fraud

If any Licensee shall prefer any claim knowing the same to be false or fraudulent, as regards amount or otherwise, the insurance provided to such Licensee shall become void and all claim thereunder shall be forfeited.

6. Recoveries

If the Insured shall sustain any loss covered by this Policy which exceeds the Limit of Liability stated in the said Schedule, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made on account of such loss under this Policy until fully reimbursed less the actual cost of effecting the same and any remainder shall be applied to the reimbursement of the Company.

7. Subrogation Agreements

This Policy does not cover any liability for or arising directly or indirectly from any claim for loss or damage in respect of which the Insured has at any time by deed or agreement foregone, excluded or limited a right of recovery.

8. Right of Company Upon Breach or Non-Compliance

Where the Insured's breach of or non-compliance with any term or condition of this insurance has resulted in substantial prejudice to the handling or settlement of any claim against the Insured in respect of which insurance is provided hereunder the Insured shall reimburse to the Company the difference between the sum payable by the Company in respect of that claim and the sum which would have been payable in the absence of such prejudice PROVIDED ALWAYS THAT it shall be a condition precedent to the right of the Company to seek such reimbursement that it shall have fully indemnified the Insured in accordance with the terms hereof.

9. Queen's Counsel Clause

The Company agrees to pay claims which may arise under this Insurance without requiring the Insured to dispute any claim unless a Queen's Counsel (to be mutually agreed upon by the Insured, the Firm and the Company) advises that the claim could be contested with a reasonable prospect of success by the Insured and the Insured or the Firm consents to such claim being contested, but such consent is not to be unreasonably withheld. In the

event of any dispute arising between the Insured, the Firm and the Company as to what constitutes an unreasonable refusal to contest a claim the Chairman for the time being of the Board shall nominate a Referee to decide this point only and the decision of such a Referee shall be binding on all parties.

10. Prejudice to Insurers

Where the Insured's breach of or non-compliance with any condition of this insurance has resulted in substantial prejudice to the handling or settlement of any claim against the Insured in respect of which the Insured is insured hereunder the Insured shall reimburse to the Insurers the difference between the sum payable by the Insurers in respect of that claim and the sum which would have been payable in the absence of such prejudice. Provided always that it shall be a condition precedent of the right of the Insurers to seek such reimbursement that they shall have fully indemnified the Insureds in accordance with the terms hereof.

Attaching to and Forming Part of Policy No. 9735NK21128

The Common Seal of the Settlements Agents Supervisory Board was hereto affixed by authority of a resolution of the Board dated 23rd September 1997 in the presence of—

G. P. GAUNT, Chairperson.
R. P. ROSSI, Registrar.

HIH Casualty & General Insurance Limited
ACN 008 482 291
50 Bridge Street
SYDNEY NSW 2000

70%

Policy No. 9735NK21128

Dated this 8th day of October 1997.

M. ELDER, Authorised Signatory.

AMP General Insurance Limited
ACN 008 405 632
121 William Street
MELBOURNE VIC 3000

30%

Policy No. Y0002101Z

Dated this 14th day of October 1997.

T. McGRANE, Authorised Signatory.

HERITAGE COUNCIL

HR401*

HERITAGE OF WESTERN AUSTRALIA ACT 1990

NOTICE OF ENTRY OF PLACES IN THE REGISTER OF HERITAGE PLACES

Pursuant to directions from the Minister for Heritage, notice is hereby given in accordance with section 49 (1) of the Heritage of Western Australia Act 1990 that it is proposed that the places described in Schedule 1 be entered in the Register of Heritage Places. The Heritage Council invites submissions on the proposal; submissions must be in writing and should be forwarded to the following address not later than 10th December 1997.

The Director, Office of the Heritage Council
108 Adelaide Terrace, East Perth WA 6004

The places will be entered in the Register on an interim basis with effect from today.

Schedule 1

Name	Location	Description of Place
Rotunda	Austin Street (median strip), Cue	That part of Road Reserve 10029 as is defined in IICWA survey drawing No. 0636, prepared by Steffanoni Ewing and Cruickshank Pty. Ltd.
Woodside Hospital	Dalgety Street, East Fremantle	Part of Lot 115 on Plan 3286, being the whole of the land comprised in Certificate of Title Volume 1111 Folio 19.

Schedule 1—*continued*

Name	Location	Description of Place
All Saints' Anglican Church, Collie	Cnr Harvey & Venn Streets, Collie	Part of Collie Town Lot 154, being the whole of the land comprised in Certificate of Title Volume 214 Folio 18. Collie Town Lot 153, being the whole of the land comprised in Crown Lease Volume 220 Folio 155.
Lime Kilns	Within Tuart Forest National Park, approx 100 m E of the Capel-Ludlow Road and 500 m N of the Peppermint Beach Settlement turn-off	That part of Stirling Estate Lot 60, being part of Crown Reserve 40251 and being part of the land comprised in Crown Land Record Volume 3088 Folio 648 as is defined in HCWA survey drawing No. 4622 prepared by Steffanoni Ewing and Cruickshank Pty. Ltd.
Ferndale	Balingup-Nannup Road nr Hay Road, Ferndale	That part of Lot 26 on Plan 4526, being part of the land comprised in Certificate of Title Volume 1062 Folio 125 as is defined in HCWA survey drawing No. 0702 prepared by Steffanoni Ewing and Cruickshank Pty. Ltd.
Donegan's Cottage	Lot 101 Toodyay Street, Toodyay	Lot 101 the subject of Diagram 49068, being the whole of the land comprised in Certificate of Title Volume 1456 Folio 392.

NOTICE OF ADVICE REGARDING REGISTRATION OF CROWN PROPERTY

In accordance with the requirements of section 47 (5) of the Heritage of Western Australia Act, the Heritage Council hereby gives notice that it has advised the Minister for Heritage that the place listed in Schedule 2 should be entered in the Register of Heritage Places on an interim basis. The Heritage Council hereby gives notice of the interim registration and invites submissions on the matter; submissions must be in writing and should be forwarded to the following address not later than 10th December 1997.

The Director, Office of the Heritage Council
108 Adelaide Terrace, East Perth WA 6004.

The place listed in Schedule 2 is vested in the Crown, or in a person on behalf of the Crown, in right of the State.

Schedule 2

Name	Location	Description of Place included in this entry
South Fremantle Power Station	Robb Street, Coogee	Lot 3 on Plan 17373, being the whole of the land comprised in Certificate of Title Volume 1878 Folio 137.

Dated this 28th day of October 1997.

IAN BAXTER, Director, Office of the Heritage Council.

JUSTICE

JM401

JUSTICES ACT 1902

It is hereby notified for public information that His Excellency the Governor in Executive Council has approved of the appointment of—

Ms Karry-leeanne Fisher of 8 Irwin Close, Gosnells and 2 Havelock Street, West Perth
to the office of Justice of the Peace for the State of Western Australia.

RICHIARD FOSTER, Executive Director, Court Services.

LAND ADMINISTRATION

LB701*

SCHEDULE No.: A51/1997
 ExCo. No.: 1174
 DOLA 70/1997

LAND ACQUISITION AND PUBLIC WORKS ACT 1902**NOTICE OF RESUMPTION OF LAND**

For the purposes of the public work described in the Schedule, the land described in the Schedule ("the resumed land") has been set apart, taken or resumed. A plan and a more particular description of the resumed land may be inspected between 8.00 a.m. and 5.00 p.m. on working days at: Department of Land Administration, Midland Square, Midland.

The resumed land shall, by force of the Land Acquisition and Public Works Act 1902, be vested in Her Majesty for an estate in fee simple (except those lands being under the Land Act or dedicated or reserved for a public purpose, which will be vested in Her Majesty absolutely) for the public work, freed and discharged of all trusts, mortgages, charges, obligations, estates, interest, right-of-way, or other easements whatsoever, apart from Miscellaneous License 47/24 (Mining Act 1978) and the property of the pipeline contained within it which are excluded from this resumption.

SCHEDULE

1. Public Work: Creation of public streets, Bayly Avenue (Road No.18837), Cook Close (Road No. 18838), Goodard Street (Road No.18839), Rowell Street (Road No.18840) and Norman Road (Road No.18841).

Local Authority: Shire of Roebourne

Plan/Diagram No. showing Land resumed: Plan 19174

Council Resolution Date: 14 August, 1995. DOLA Ref: 634/1996

Owner or Reputed Owner	Occupier or Reputed Occupier	Description of Land	Area (approx.)
Crown	Gas Corporation as vestee	Portion of De Witt Location 257 set aside as Reserve 41012 for the purpose of "Natural Gas Pipeline Purposes".	636 m ²
Crown	Shire of Roebourne as vestee	Portion of De Witt Locations 96 and 99 set aside as part of Reserve 30948 for the purpose of "Airport (Karratha)".	5.1261 ha (ex Loc. 96) 1806m ² (ex Loc. 99)

Dated 14 October 1997.

DOUG SHAVE, Minister for Lands.

Dated 21 October 1997.

DAVID K. MALCOLM, Lieutenant-Governor and deputy of the Governor in Executive Council.

ROAD DEDICATION

It is hereby notified that the Minister for Lands has approved, pursuant to Section 288 of the Local Government (Miscellaneous Provisions) Act, the dedication as public street the roads in the Municipality as described in the abovementioned resumption notice, the dedication of the portion of De Witt Location 96, shown marked 'B, C, D, E & F' on Plan 19174 only, being limited to a depth of R.L. 4.2 metres Australian Height Datum, and the vacant Crown land on Plan 19174.

Dated this 28th day of October 1997.

A. A. SKINNER, Chief Executive.

LB801*

Schedule No. A57/1997.
 File No. 1484/1997.
 Ex. Co. No.1175.

WESTERN AUSTRALIAN LAND AUTHORITY ACT 1992**LAND ACQUISITION AND PUBLIC WORKS ACT 1902****LAND ACQUISITION****INDUSTRIAL ESTATE AT OAKAJEE AND QUARRIES FOR CONSTRUCTION OF PORT—
LANDCORP**

Notice is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto being all in the Victoria District have, in pursuance of the written consent under the Western Australian Land Authority Act 1992 and approval under Section 17(1) of the Land

Acquisition and Public Works Act 1902 of His Excellency the Lieutenant-Governor and deputy of the Governor, acting by and with the advice of the Executive Council, dated the 21st day of October 1997, been compulsorily taken and set apart for the purposes of the following public work, namely—Industrial Estate at Oakajee and Quarries for Construction of Port—LandCorp.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are shown marked off on Plan Howatharra 1:25,000 NW, NE, SW & SE which may be inspected at the Office of the Department of Land Administration, Midland. The additional information contained in the Schedule after the land descriptions is to define locality only and in no way derogates from the Transfer of Land Act description.

And it is hereby directed that the said lands shall vest in Western Australian Land Authority for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way, or other easements whatsoever.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description of Land	Area (approx.)
John Charles McKeating and Cheryl Anne Hay	J C McKeating and C A Hay	Lot 2 the subject of Diagram 35736 being the whole of the land contained in Certificate of Title Volume 320 Folio 80A.	24.1370 ha
Johannes Kruize and Rhonda Joy Kruize	J and R J Kruize	Lot 11 on Plan 18559 being the whole of the land contained in Certificate of Title Volume 1950 Folio 288.	238.9158 ha
Flotilla Nominees Pty Ltd	Flotilla Nominees Pty Ltd	Lot 12 on Plan 18559 being the whole of the land contained in Certificate of Title Volume 1950 Folio 289.	263.0534 ha
Flotilla Nominees Pty Ltd	Flotilla Nominees Pty Ltd	Lot 13 on Plan 18559 being the whole of the land contained in Certificate of Title Volume 1950 Folio 290.	217.14 ha
Flotilla Nominees Pty Ltd	Flotilla Nominees Pty Ltd	Lot 14 on Plan 18559 being the whole of the land contained in Certificate of Title Volume 1950 Folio 291.	241.9166 ha
Flotilla Nominees Pty Ltd	Flotilla Nominees Pty Ltd	Lot 15 on Plan 18559 being the whole of the land contained in Certificate of Title Volume 1950 Folio 292.	246.9704 ha
Flotilla Nominees Pty Ltd	Flotilla Nominees Pty Ltd	Lot 16 on Plan 18559 being the whole of the land contained in Certificate of Title Volume 1950 Folio 293.	257.3585 ha
Bidgee Farms Pty Ltd	Bidgee Farms Pty Ltd	Victoria Location 2249 being the whole of the land contained in Certificate of Title Volume 2001 Folio 313.	917.0177 ha
Bidgee Farms Pty Ltd	Bidgee Farms Pty Ltd	Victoria Locations 2202 and 5663 being the whole of the land contained in Certificate of Title Volume 2001 Folio 314.	169.968 ha
Bidgee Farms Pty Ltd	Bidgee Farms Pty Ltd	Victoria Location 3062 being the whole of the land contained in Certificate of Title Volume 2001 Folio 312.	40.4686 ha
Bidgee Farms Pty Ltd	Bidgee Farms Pty Ltd	Victoria Location 538 being the whole of the land contained in Certificate of Title Volume 2001 Folio 311.	16.9968 ha

Certified correct this 14th day of October 1997.

DOUG SHAVE, Minister for Lands.

Dated this 21st day of October 1997.

DAVID K. MALCOLM, the Lieutenant-Governor and Deputy of the Governor in Executive Council.

LOCAL GOVERNMENT

LG301**LOCAL GOVERNMENT ACT 1995***Shire of Shark Bay***LOCAL LAW RELATING TO STANDING ORDERS**

The Council of the Shire of Shark Bay hereby repeals its Local Law Relating to Standing Orders as advised in the *Government Gazette* dated 14 October 1997, pages 5710-5711.

L. MOSS, President.
A. R. BIGGS, Chief Executive Officer.

LG401**DOG ACT 1976***Shire of Mukinbudin***Appointment of Authorised Persons and Registration Officers**

It is hereby notified for public information that the following persons have been appointed pursuant to the Dog Act 1976—

- (a) Authorised Persons—
Andrew Borrett
Douglas Miller
Bradley Vanderleer
- (b) Dog Registration Officers—
Jason Lyon
Irene Cosh
Roslyn Rivers
Corinne Mortimer

All previous appointments are hereby cancelled.

LG402**CEMETERIES ACT 1986***Shire of Manjimup***Cemetery Fees for 1997/1998**

<i>Manjimup Memorial Gardens Cemetery</i>	1997/98
On application for an Order for Burial and Grant of Right of Burial	\$
Land for grave 2.4m x 1.2m (traditional section)	530.00
Land for grave 2.4m x 1.2m (headstone lawn section)	376.00
For interment of an adult	355.00
For interment of a child under the age of 7 years	210.00
For interment of a stillborn child or a child who has not lived longer than 48 hours	120.00
For each interment of cremated ashes	63.00
For re-opening an ordinary grave—by others	63.00
<i>Balbarrup (old), Balbarrup, Manjimup, Northcliffe, Pemberton and Walpole Cemeteries</i>	
On application for an Order for Burial and Grant of Right of Burial	\$
Land for grave 2.4m x 1.2m	376.00
Land for grave 2.4m x 2.4m	752.00
For interment of an adult	355.00
For interment of a child under the age of 7 years	210.00
For interment of a stillborn child or a child who has not lived longer than 48 hours	120.00
For each interment of cremated ashes	63.00
<i>Niche Wall</i>	
For single niche, including plaque and standard inscription	192.00
For double niche, including plaque and standard inscription	284.00
Section inscription	192.00

	1997/98
<i>Northcliffe Memorial Wall</i>	\$
For purchase and installation of a memorial plaque	100.00
<i>Other Charges</i>	
Pre need purchase of grant of right of burial—all cemeteries (plus ordinary land fee applicable to particular cemetery)	78.00
For each interment not in usual hours as prescribed in by-law 8—	
Monday to Friday	91.00
Saturday, Sunday and Public Holidays	140.00
For each interment without due notice under by-law 10(c)	147.00
Family Shrub—exclusive family use, maximum of 8 single interments	
Initial interment and booking	700.00
Garden of remembrance—including plaque, stone and standard inscription	
Single interment only (space for double interment may be made)	252.00
Fee for exhumation	350.00
Undertakers Annual License Fee	77.00
For permission to erect a monument	63.00
For a copy of the by-laws and regulations	14.00
For a copy of the Grant of Right of Burial	14.00
For making a search in the Register	7.00
General Cemetery Fee	63.00

KEITH LIDDELOW, President.
GARRY FITZGERALD, Chief Executive Officer.

LG403**BUSH FIRES ACT 1954***Shire of Dowerin*

It is hereby notified for public information that Council has appointed the following persons as Bush Fire Control Officers for the Shire of Dowerin effective from 17 October 1997.

Chief Bush Fire Control Officer—Mr Philip Pickering

Deputy Chief Bush Fire Control Officer—Mr Geoffrey Miller

Fire Control Officers—

Mr Mark Holt	Mr Rex Adams	Mr William Coote
Mr Geoffrey Williams	Mr Gary Witney	Mr Eric Emmott
Mr Henry Bear	Mr Wallace Jones	Mr Brett Jones
Mr Darryl Hudson	Mr Milton Maisey	Mr Gavin Hagboom

Fire Weather Officers—

Mr Phillip Pickering	Mr Mark Holt	Mr Rex Adams
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LG404**LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1960***Shire of Harvey*

Notice is hereby given that the appointment of Mr Simon Charles Baggetta as an authorised Officer under the provisions of Section 245A, Subsection (5)(aa), (a) and (b) of the Local Government (Miscellaneous Provisions) Act as a Swimming Pool Surveyor.

From 27th October 1997 to 21st January 1998.

KEITH J. LEECE, Chief Executive Officer.

LG405**CITY OF FREMANTLE**

Search for Beneficiaries of Deceased Estate

The City of Fremantle has resolved to close the right of way located between Smith and Cadd Streets, Hilton on the following plan.

The last known owners were Frederic Dudley North and Flora Frances North (of Cottesloe) who also owned Fremantle Town Lots 62, 63, 64, 71 and 72.

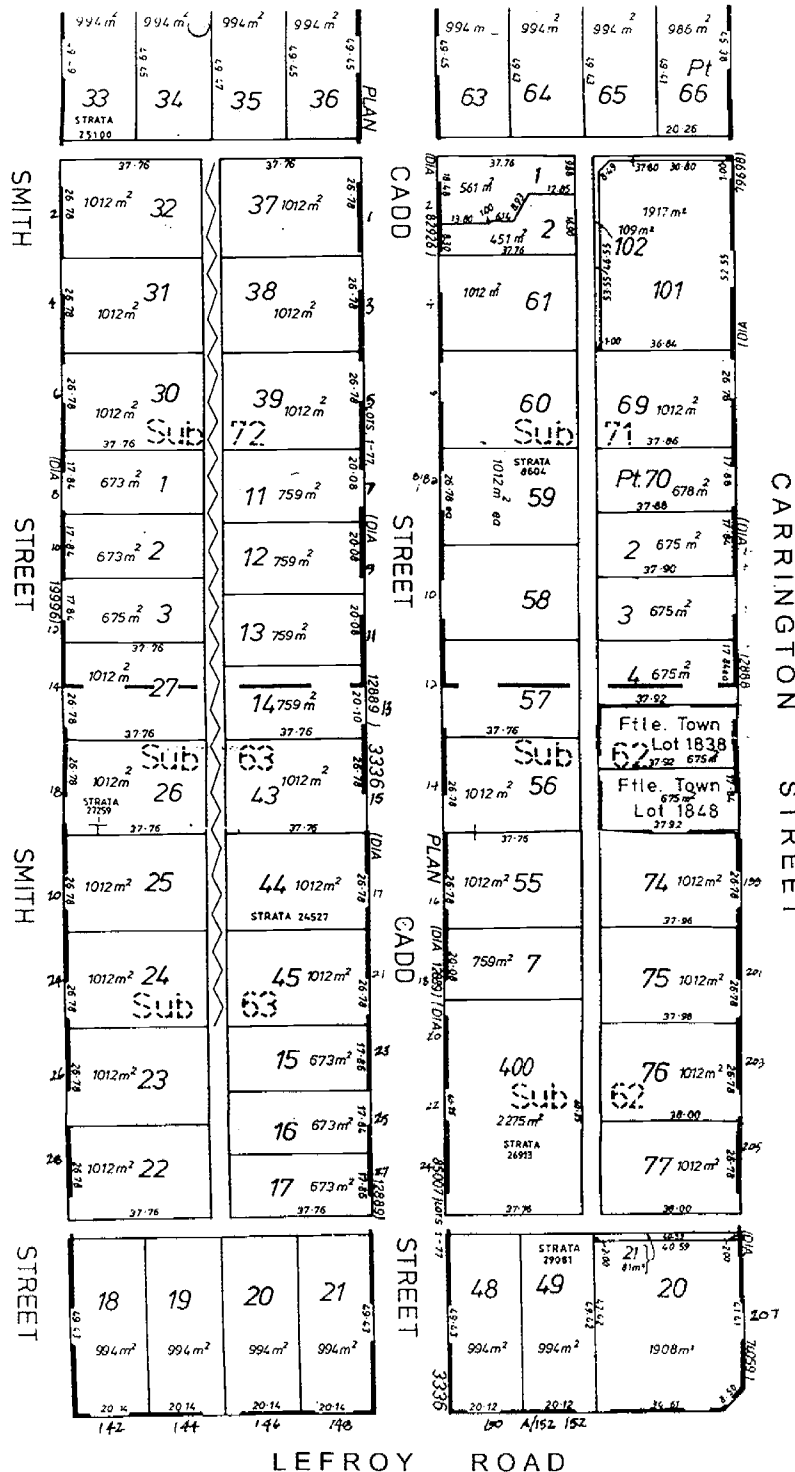
The land is described as Fremantle Suburban Town Lots 62, 63, 71 and 72 and being part of the land on Plan 3336 and being portion of the land comprised in Certificate of Title Volume 509 Folio 34.

The above land has since been further subdivided. The last known transfer of this right of way occurred on 19 February 1912 to Mr and Mrs North.

Council would like to be contacted by the current owner(s) of the right of way or any information as to who the right of way would have been transferred to.

Please contact Sascha Crawford (9432 9780) with any information relating to this matter within 14 days of this notice.

GEOFF BROAD, Director, Urban Management.



MAIN ROADS

MA401

LAND ACQUISITION AND PUBLIC WORKS ACT 1902

SALE OF LAND

MRWA 41-137-8D

Notice is hereby given that His Excellency the Governor has authorised under section 29(7)(a)(ii) of the Land Acquisition and Public Works Act 1902 the sale by public auction or private contract of the land hereunder described, such land being no longer required for the work for which it was acquired.

Land

Portion of Perthshire Location Au and being Lot 104 the subject of Diagram 46689 and being part of the land contained in Certificate of Title Volume 1389 Folio 636 more particularly delineated and coloured green on plan MR97-263.

Dated this 28th day of October 1997.

D. R. WARNER, Director Corporate Services.

PARLIAMENT

PA401

PREVENTION OF CRUELTY TO ANIMALS ACT 1920

DISALLOWANCE OF REGULATIONS

It is hereby notified for public information that the Legislative Council, by resolution passed on Wednesday, 22 October 1997, has disallowed the following Regulations made under the Prevention of Cruelty to Animals Act 1920—

Control of Vivisection and Experiments Amendment Regulations 1997 gazetted on 1 August 1997 and tabled in the Legislative Council on 19 August 1997.

Disallowance is effective on and from the date of resolution.

Dated 23 October 1997.

L. B. MARQUET, Clerk of the Parliaments.

PA402

FISH RESOURCES MANAGEMENT ACT 1994

DISALLOWANCE OF AMENDMENTS

It is hereby notified for public information that the Legislative Council, by resolution passed on Tuesday, 21 October 1997, has disallowed the following—

West Coast Purse Seine Management Plan Amendment 1997, gazetted 27 June 1997 and tabled in the Legislative Council 19 August 1997.

Disallowance is effective on and from the date of resolution.

Dated 22 October 1997.

L. B. MARQUET, Clerk of the Parliaments.

PLANNING

PD101*

*CORRECTION***TOWN PLANNING AND DEVELOPMENT ACT 1928**

ADVERTISEMENT OF SCHEME AMENDMENT AVAILABLE FOR INSPECTION

SHIRE OF MANJIMUP

TOWN PLANNING SCHEME NO 2—AMENDMENT NO 74

853/6/14/20 Pt 74

It is hereby notified for public information that the notice under the above Amendment No 74 published at page 5720 of the *Government Gazette* No. 175 dated 14 October, 1997, contained an error which is now corrected as follows:

For wherever the following words appear:

November 25, 1997

Read:

December 15, 1997

G. FITZGERALD, Chief Executive Officer.

PD401*

TOWN PLANNING AND DEVELOPMENT ACT 1928

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

CITY OF ARMADALE

TOWN PLANNING SCHEME NO 2—AMENDMENT NO 102

Ref: 853/2/22/4 Pt 102

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Hon Minister for Planning approved the City of Armadale Town Planning Scheme Amendment on October 20, 1997 for the purpose of:

1. deleting all reference to Special Use No. 62 in the Prescribed Special Use, Requirements and Particulars of Land columns of Table 9.1;
2. inserting in its place a new Prescribed Special Use No. 62 as follows:

<p>62. Restaurants & Public Amusement</p> <p>Council may at its discretion also permit the uses of:</p> <ul style="list-style-type: none"> • Offices • Shops • Showrooms 	<ol style="list-style-type: none"> 1. The overall site coverage by 'shops' shall be limited to a maximum GLA of 270m². 2. Vehicular access/egress to the site restricted to Davis Road. 3. The overall development of the site is to be of a high quality unified architectural design with totally integrated car parking and landscaping. 	<p>Lots 4 & 6 Davis Road Lot 18 Albany Highway</p> <p>Lots 5 and 105 Streich Avenue, Kelmscott</p>
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R. C. STUBBS, Mayor.

J. W. FLATOW, Chief Executive Officer.

PD402*

TOWN PLANNING AND DEVELOPMENT ACT 1928

ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT

SHIRE OF CARNARVON

TOWN PLANNING SCHEME NO 10—AMENDMENT NO 30

Ref: 853/10/2/12 Pt 30

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Hon Minister for Planning approved the Shire of Carnarvon Town Planning Scheme Amendment on October 20, 1997 for the purpose of rezoning Pt Lot 107 Carnarvon Lot 1147 Babbage Island Road, Carnarvon from 'Public Purposes Reservation' to 'Commercial'.

D. A. MILLS, President.

B. G. WALKER, Chief Executive Officer.

PD403*

TOWN PLANNING AND DEVELOPMENT ACT 1928
ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT
SHIRE OF CARNARVON

TOWN PLANNING SCHEME NO 10—AMENDMENT NO 29

Ref: 853/10/2/12 Pt 29

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Hon Minister for Planning approved the Shire of Carnarvon Town Planning Scheme Amendment on October 20, 1997 for the purpose of rezoning sub lot 57 (No. 349—357) Robinson Street Carnarvon from "Light Industry" to "Public Purpose" Reservation with the designated landuse—Army Depot.

D. A. MILLS, President.
 B. G. WALKER, Chief Executive Officer.

PD404*

TOWN PLANNING AND DEVELOPMENT ACT 1928
TOWN PLANNING SCHEME AMENDMENT AVAILABLE FOR INSPECTION
SHIRE OF DENMARK

TOWN PLANNING SCHEME NO 3—AMENDMENT NO 45

Ref: 853/5/7/3 Pt 45

Notice is hereby given that the local government of the Shire of Denmark has prepared the abovementioned scheme amendment for the purpose of rezoning Lot 550 corner South Coast Highway and Sunrise Road from the "Rural" zone to the "Landscape Protection" and "Tourist" zones.

Plans and documents setting out and explaining the scheme amendment have been deposited at Council Offices, Strickland Street, Denmark and at the Western Australian Planning Commission, Albert Facey House, 469 Wellington Street, Perth, and will be available for inspection during office hours up to and including December 9, 1997.

Submissions on the scheme amendment may be made in writing on Form No 4 and lodged with the undersigned on or before December 9, 1997.

This amendment is available for inspection in order to provide an opportunity for public comment and it should not be construed that final approval will be granted.

P. DURTANOVICH, Chief Executive Officer.

PD405*

TOWN PLANNING AND DEVELOPMENT ACT 1928
ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENT
SHIRE OF ESPERANCE

TOWN PLANNING SCHEME NO 22—AMENDMENT NO 21

Ref: 853/11/6/21 Pt 21

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Hon Minister for Planning approved the Shire of Esperance Town Planning Scheme Amendment on October 16, 1997 for the purpose of allowing an additional use over Lot 20 Daw Drive to enable the establishment of a restaurant and including the following in Appendix 5 of the Scheme Text:

Location	Base Zone	Additional Use	Development Standards/Conditions
Esperance Loc. East 22, Lot 20 Daw Drive	Special Residential	Restaurant	Trade access via Kent Place is denied

I. S. MICKEL, President.
 J. BURROWS, Chief Executive Officer.

PD407*

TOWN PLANNING AND DEVELOPMENT ACT 1928
ADVERTISEMENT OF APPROVED TOWN PLANNING SCHEME AMENDMENTS
TOWN OF PORT HEDLAND
TOWN PLANNING SCHEME NO 4—AMENDMENT NOS 39 AND 40

Ref: 853/8/4/5 Pts 39 and 40

It is hereby notified for public information, in accordance with Section 7 of the Town Planning and Development Act, 1928 (as amended) that the Hon Minister for Planning approved the Town Planning Scheme Amendments on October 21, 1997 for the purpose of:

AMENDMENT NO 39

- (1) Rezoning Port Hedland Lots 3003 and 3818 (Reserve 34428) from "Public Purpose—HS" Reserve to "Residential R15" Zone.

AMENDMENT NO 40

- (1) Rezoning Port Hedland Lot 3493 from "Public Purpose—HS" Reserve to "Residential (R15)" Zone.

G. J. L. BLACKMAN, Mayor.
 J. E. ROBERTS, Chief Executive Officer.

RACING, GAMING AND LIQUOR

RA301

WESTERN AUSTRALIAN TROTTING ASSOCIATION

RULES OF TROTTING

Notice of Amendment

Notice is hereby given that at a meeting of the Committee of the Western Australian Trotting Association held at Gloucester Park, East Perth, on the 7th day of October 1997, it was resolved by an absolute majority of the members of the Committee that the Rules of Trotting be amended as follows—

Delete Rules 268 and 269 and replace with the following—

Minimum Reinspersons Fees

268. (a) Each reinsperson who is nominated in accordance with these Rules shall be entitled to a minimum driving fee, as determined by the Controlling Body from time to time, in respect of each race conducted—

- (i) in the metropolitan area; and
- (ii) outside the metropolitan area.

(b) A determination of the Controlling Body under this Rule is to be published in the Official Calendar.

Stake Shares For Trainers and Reinspersons

269. (a) Where a horse in a race is placed first, second or third there shall be payable;

- (i) to the reinsperson of the horse a further sum equal to five per centum (5%) of the stake won by the horse; and
- (ii) to the trainer of the horse a sum equal to five per centum (5%) of the stake won by the horse.

(b) For the purpose of this Rule "stake" shall not include the value of trophies, monies subscribed by owners of matched acknowledgments for exhibitions against time and similar rewards.

In Part 1 add, in its appropriate alphabetical sequence, a new definition as follows—

"POSSESSION" in relation to a drug means—

- (a) having actual physical possession of the drug;
- (b) having the custody or control of the drug; or
- (c) having and exercising access to the drug in any place either alone or in common with others.

Delete Rule 501A and replace it with the following—

Possession of Specified Drugs

501A. (1) Subject to Rule 501A(2), an owner or trainer who has in his or her possession any quantity of a drug specified in Schedule 4 or 8 of the Poisons Act 1964 commits an

offence unless, upon the demand of a Steward, the owner or trainer produces to the Steward a prescription for the drug which was issued—

- (a) within 12 months prior to the Steward's demand; and
- (b) by a qualified veterinarian who prescribed the drug for a particular horse after personally examining that horse.

(2) An owner or trainer may have in his or her possession a drug specified in Schedule 4 of the Poisons Act 1964 for the specific purpose of emergency treatment to a horse owned or trained by him or her, provided that—

- (a) a qualified veterinarian prescribed and dispensed the drug after consultation with the owner or trainer regarding its use;
- (b) the drug is specified in the list of permitted Schedule 4 drugs published from time to time by the Controlling Body and the quantity of the drug does not exceed the quantity allowed in the list;
- (c) the owner or trainer maintains a detailed written record of each administration of the drug including the date, time, quantity and purpose of the administration, how the drug was administered and the name of the person administering the drug; and
- (d) upon the demand of a Steward, the owner or trainer produces the written record referred to in paragraph (c) to the Steward.

(3) For the purpose of this Rule, if a drug specified in Schedule 4 or 8 of the Poisons Act 1964, is found in a training establishment, stable area or racecourse, an owner or trainer who keeps horses at that place is deemed to have the drug in his or her possession.

P. PAPADOPOULOS, WATA President.

TRANSPORT

TR401

NAVIGABLE WATERS REGULATIONS WATER SKI AREAS Barefoot Water Skiing Barkers Bridge

Department of Transport,
Fremantle WA, 28 October 1997.

Acting pursuant to the powers conferred by Regulation 48A of the Navigable Waters Regulations, the Department of Transport, by this notice defines and sets aside all that portion of the Swan River commencing at a point 175 metres upstream of Barkers Bridge and extending for 750 metres upstream, for the purpose of teaching barefoot water skiing, providing that this area is confined to members of the Australian Barefoot Water Ski Club (Western Australian Division (Inc)) and its pupils, and will only apply between the hours of 8.00 am and 5.00 pm Monday 10 November to Friday 14 November inclusive.

CHRISTOPHER ROBERT WHITAKER, Director General of Transport.

PUBLIC NOTICES

ZZ201

TRUSTEES ACT 1962

NOTICE TO CREDITORS AND CLAIMANTS

Ronald George Wann, late of Lot 8 Rendezvous Road, Busselton in the State of Western Australia.

Creditors and other persons having claims (to which section 63 of the Trustees Act 1962 relates) in respect of the estate of the abovenamed deceased, who died on the 2nd day of September 1997, are required by the trustee Graeme Victor Wann of 6 Smith Place, Karratha of care of Beere May & Meyer, Solicitors of 37 Kent Street, Busselton in the said State, to send particulars of their claims to the Executor by the 22nd day of November 1997, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the Executor then has notice.

BEERE MAY & MEYER, Barristers & Solicitors,
37 Kent Street, Busselton,
Phone: (097) 52 4166 Fax: (097) 54 1732.

ZZ202

TRUSTEES ACT 1962**NOTICE TO CREDITORS AND CLAIMANTS**

Claims against the estates of Joan Anne Mitchell, late of Overton Lodge, 50 Muir Street, Mount Barker WA should be lodged with the Executor C/- P.O. Box 485, Albany WA before 21 November 1997 after which date the assets will be distributed having regard only to the claims received.

HAYNES ROBINSON.

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For a claim to be recognised as valid, written notification must be lodged at State Law Publisher, 10 William Street, Perth 6000 within 28 days of publication of the missing item.

Claims lodged after this date will attract payment in full.

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LEGISLATIVE ASSEMBLY OF WESTERN
AUSTRALIA

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AND THE PROCESSING OF
RESOURCES REPORT 1991?

The Select Committee was established to—

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- 2) examine the prospect of building a transmission system capable of delivering power from the Kimberley region to populated centres in Western Australia and other parts of Australia; and
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LEGISLATIVE ASSEMBLY

SELECT COMMITTEE ON
COUNTRY HOSPITALS AND
NURSING POSTS
VOLUMES 1 AND 2
1992

This Committee was established to determine whether health services in small rural areas were being delivered in ways appropriate to meeting present and future needs.

The Committee makes a number of recommendations which *“cover initiatives designed to improve the immediate situation in small country health facilities; to better meet the broader health needs of country residents; and to introduce and promote a number of structural and long term changes for country health services”*.

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