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[ 1966

### PUBLIC SERVICE ACT, 1904-1963.

Public Service Commissioner's Office,  
Perth, 8th December, 1966.

HIS Excellency the Governor in Executive Council acting under the provisions of the Public Service Act, 1904-1963, has been pleased on the recommendation of the Public Service Commissioner to make the regulations set out in the schedule hereunder.

R. H. DOIG,  
Public Service Commissioner.

#### Schedule. Regulations.

1. In these regulations the Public Service (Cadetship) Regulations made under the Public Service Act, 1904-1963, and published in the *Government Gazette* on 14th October, 1964, as amended by a notice published in the *Government Gazette* on 26th August, 1966, are referred to as the principal regulations. Principal regulations.

2. The principal regulations are amended by substituting for every reference therein, other than in clause 4 of Appendix No. 1 and clause 4 of Appendix No. 2, to an amount of money, whether expressed in words or figures, a reference to the amount of money expressed in terms of decimal currency that corresponds to the firstmentioned amount calculated on the basis of the equivalents set out in Part A of the Second Schedule to the Decimal Currency Act, 1965. General Amendment as to Currency.

3. Clause 4 of Appendix No. 1 of the principal regulations is amended— Appendix No. 1 amended.

- (a) by adding after the clause number "4" the subclause designation "(1)";
- (b) by substituting for the passage, "two hundred and fifty pounds (250)" in the last two lines of the clause, the passage, "five hundred dollars (\$500) less the deductible amount, if any, ascertained in accordance with subclause (2) of this clause"; and

(c) by adding subclauses as follow—

(2) (a) The sum of five hundred dollars (\$500) shall be divided by the number of weeks that the cadet is bound to serve under clause 3 of this indenture.

(b) The sum shown as the resultant quotient shall be multiplied by the number of weeks, if any, that the cadet has served of the term referred to in clause 3 of this indenture.

(c) The sum shown as the product shall be the deductible amount to which subclause (1) of this clause relates.

(3) In ascertaining the amount in accordance with subclause (2) of this clause, a fraction of a week shall be treated as one week.

Appendix  
No. 2  
amended.

4. Clause 4 of Appendix No. 2 of the principal regulations is amended—

(a) by adding after the clause number "4" the subclause designation "(1)";

(b) by substituting for the passage, "two hundred and fifty pounds (£250)" in the last two lines of the clause, the passage, "five hundred dollars (\$500) less the deductible amount, if any, ascertained in accordance with subclause (2) of this clause"; and

(c) by adding subclauses as follow—

(2) (a) The sum of five hundred dollars (\$500) shall be divided by the number of weeks that the cadet is bound to serve under clause 3 of this indenture.

(b) The sum shown as the resultant quotient shall be multiplied by the number of weeks, if any, that the cadet has served of the period referred to in clause 3 of this indenture.

(c) The sum shown as the product shall be the deductible amount to which subclause (1) of this clause relates.

(3) In ascertaining the amount in accordance with subclause (2) of this clause, a fraction of a week shall be treated as one week.

5. The principal regulations are amended by adding at the end thereof the following provisions:—

REGULATIONS GOVERNING THE APPOINTMENT OF FORESTRY CADETS IN THE FORESTS DEPARTMENT.

Qualifica-  
tions for  
appointment  
as cadet.

130. (1) An applicant for appointment as a cadet shall—

(a) be not more than twenty-one years of age nor less than sixteen years of age;

(b) produce to the Commissioner evidence of the date of his birth;

(c) produce a chest x-ray examination certificate and a medical certificate to the Commissioner certifying that he is in good health and not affected with any physical infirmity that would interfere with the proper exercise of his professional duties; and

(d) produce to the Commissioner evidence as to his good character.

(2) Such applicant shall have qualified for Matriculation in the Faculty of Science in the University of Western Australia but preference shall be given to applicants who have passed the Leaving Certificate examination of the University of Western Australia, or an approved equivalent examination, in English, Mathematics A, Mathematics B, Physics and Chemistry or Biology.

The applicant shall if required produce to the Commissioner evidence that he has so qualified or so passed as the case may be.

131. (1) Applications for appointment as cadets shall be invited by the Commissioner by public advertisement. Applications.

(2) When applying for any such appointment an applicant shall complete a questionnaire on the printed form supplied at the office of the Commissioner.

(3) The selection of applicants considered suitable for appointment as cadets shall be made by a Board consisting of two or more persons nominated in writing by the Commissioner.

132. (a) A cadet shall be articled to the Conservator of Forests for the term prescribed in regulation 133 of these regulations; but his appointment in the first instance is subject to a period of twelve months' probation. Probation.

(b) Before the expiration of the period of probation the Conservator of Forests shall report to the Commissioner on the manner in which the probationer has performed his duties and upon his general progress and conduct, and upon receipt of that report the Commissioner shall confirm or annul the appointment.

133. (a) Subject to the provisions of paragraph (b) of this regulation and the provisions of regulation 135 of these regulations, a cadet is required to serve for a term of four years, during which period he shall— Term of cadetship.

(i) complete the first and second academic years in the Faculty of Science in the University of Western Australia as a full-time student;

(ii) complete the academic requirements of the Faculty of Forestry in the Australian National University at Canberra as a full-time student; and

(iii) receive practical instruction and undergo courses of training as may be prescribed by the Conservator of Forests or the Australian National University.

(b) An applicant, who on appointment as a cadet, has already completed and passed one or more years of the degree course of Bachelor of Science in Forestry, may be appointed to the second or a subsequent year of cadetship and may have the term of his cadetship reduced so that the number of years to be served as a cadet corresponds with the number of academic years remaining to be completed in the prescribed degree course.

(c) A cadet shall be granted leave without pay to attend university as a full-time student during the official terms and the annual examination period of each academic year.

(d) Where a cadet who is attending the University of Western Australia so desires and if it is convenient for the Conservator of Forests to permit him so to do, the cadet may be employed in the department during the first and second term vacation periods.

(e) During the annual or third term vacation period of all academic years a cadet shall be employed in the department on duties associated with his profession.

134. A cadet shall not be deemed to have completed his cadetship until he has served the prescribed term of cadetship or any due extension thereof and until he has obtained the degree of Bachelor of Science in Forestry at the Australian National University. Qualifying examination.

135. (1) If at the end of the prescribed term of his cadetship a cadet has not obtained the degree of Bachelor of Science in Forestry, his cadetship may be extended at the discretion of the Commissioner for a further period not exceeding two years. Extension of term.

(2) Subject to the provisions of regulation 138 of these regulations, a cadet's rate of pay during any extension of his cadetship, shall be the same as that prescribed for either the third or fourth year of the cadetship, as the case requires.

(3) Where at any time during the term of his cadetship the Conservator is of opinion that the progress of the cadet is unsatisfactory the Conservator may, if the Public Service Commissioner approves, suspend his cadetship for a period not exceeding twelve months.

(4) During the period of suspension no sustenance and living allowance payments and compulsory tuition fees and allowance payments under paragraph (d) of regulation 138 of these regulations are payable to or on behalf of the cadet.

Progress and conduct.

136. At any time after a cadet has completed one year of the prescribed term of service, if, in the opinion of the Conservator of Forests, the cadet's progress or general conduct, or both, have not been satisfactory, his cadetship may be cancelled if the Commissioner approves.

Public Service Act, 1904, and regulations to apply to cadet.

137. During the whole term of his cadetship and any due extension thereof, a cadet is subject to the provisions of the Public Service Act, 1904, and regulations made thereunder relating to an officer to the extent to which those provisions are capable of being applied with or without adaption to the cadet, but the period of his cadetship shall not be considered as any part of a term of qualifying service for which long service leave may be granted.

Remuneration.

138. (a) The remuneration of a cadet during periods of service in the department shall be at the following rates:—

Year of Cadetship.	Percentage of or Margin over Annual Equivalent of Male Basic Wage for Metropolitan Area as declared by The Western Australian Industrial Commission.
First	76½%
Second	90½%
Third	\$118
Fourth	\$314

except that—

- (i) the above rates may be varied from time to time at the discretion of the Commissioner;
- (ii) a cadet on attaining the age of 21 years shall, irrespective of year of cadetship receive not less than 100 per cent., of the annual equivalent of the male basic wage declared for the metropolitan area from time to time by The Western Australian Industrial Commission; and
- (iii) advancement from year to year shall be subject to satisfactory progress reports from the University and to the receipt by the Commissioner of a satisfactory report from the Conservator of Forests as to the conduct, diligence and efficiency of the cadet.

(b) Subject to the provisions of paragraph (e) of this regulation, a sustenance allowance at a rate determined from time to time by the Commissioner shall be paid to a cadet during periods of leave without pay granted for the purpose of attending the University of Western Australia during the official terms and the annual examination period of the first and second academic years.

(c) During periods of leave without pay granted to a cadet during the first and second term vacation periods of the first and second academic years for the purpose of his studying full-time in the subjects being taken by him during those academic years, a sustenance allowance at the rate determined from time to time by the Commissioner shall be paid to the cadet, but payment of sustenance allowance under this paragraph—

- (i) may be suspended at any time by the Commissioner on receipt of an unsatisfactory report from the University of Western Australia or the Conservator of Forests;

- (ii) may be suspended in respect of any period of leave without pay for which the cadet is unable to furnish a satisfactory explanation.
- (d) Subject to the provisions of paragraph (e) of this regulation a cadet shall be paid the following allowances during the following periods, that is to say—
  - Third year of cadetship—\$1,000 per annum.
  - Fourth year of cadetship—\$1,050 per annum.
- (e) Payment of the allowances prescribed in paragraphs (b) and (d) of this regulation—
  - (i) may be suspended at any time by the Commissioner on receipt of an unsatisfactory report from the University or the Conservator of Forests; and
  - (ii) shall not be made for any period of leave without pay granted for purposes other than to attend university during the official term and the annual examination period of an academic year or for any periods of absence from class in respect of which a cadet is unable to furnish a satisfactory explanation;
- (f) Where, in order to attend at the University of Western Australia during the official terms and the annual examination period of the first and second academic years a cadet is obliged to live away from his ordinary place of residence, he shall be paid a living allowance at the rate determined from time to time by the Commissioner, but payment of living allowance shall not be made in respect of any period for which the cadet did not receive payment of sustenance allowance pursuant to subparagraphs (i) or (ii) of paragraph (e) of this paragraph.
- (g) A cadet attending the Australian National University shall be paid first class rail fares or tourist class air fares to and from the university each year.
  - (a) If a cadet is employed away from his headquarters, the Commissioner may approve of his being paid an allowance at such rate as the Commissioner determines as compensation for any extra cost of living involved or any extra cost for transport expenses necessarily incurred, or both.
  - (j) Compulsory University tuition fees (excluding Guild and Faculty Society subscriptions) at the University of Western Australia and all University fees at the Australian National University shall be paid on behalf of the cadet.

139. A cadet who has satisfactorily completed his cadetship shall if he is so required, serve in the Public Service for a period of four years at a salary determined in accordance with the Commissioner's classification of the work upon which the cadet is engaged. Service.

140. Before any person is accepted as a cadet under these regulations, an agreement in the form, or to the effect of, Appendix No. 12 hereto, shall be executed by the person, his legal guardian, the Conservator of Forests and one surety to be determined and approved by the Conservator of Forests. Agreement.

Appendix No. 12.

THIS indenture made the.....day of.....  
 one thousand nine hundred and.....between  
 (a).....of (b).....  
 in the State of Western Australia (hereinafter called "the cadet")  
 of the first part, (c).....of (b).....  
 .....in the said State (d).....  
 .....the (e).....  
 of the cadet (hereinafter with his executors and administrators  
 referred to as "the guardian") of the second part, (f).....  
 .....of (b).....  
 in the said State (d).....(hereinafter with his

executors and administrators referred to as "the guarantor") of the third part and (g)..... the Conservator of Forests for the State of Western Australia (hereinafter with his successors in office referred to as "the Conservator") of the fourth part witnesseth that the said parties hereto do hereby mutually agree and declare as follows:—

1. The cadet of his own free will and accord, with the consent of the guardian, hereby places and binds himself to serve the Conservator as a forestry cadet for the term of four years from the.....day of..... one thousand nine hundred and.....and for any additional period required to satisfactorily complete his cadetship under and subject to the regulations governing the admission of forestry cadets in the Forests Department as approved by the Governor in Council and published in the *Government Gazette* of the.....day of..... 19....., and any amendments for the time being in force thereof.

2. The cadet will during the said term well and truly serve the Conservator as a forestry cadet and will in all respects and at all times observe, perform and comply with the obligations on the part of the cadet contained in the said regulations or any amendments for the time being in force thereof.

3. When the cadet shall have satisfactorily completed his cadetship and obtained his certificate of qualification he will, if required so to do, serve in the Public Service for a period of four years in accordance with and subject to the provisions contained in regulation 139 of the said regulations or any amendments for the time being in force thereof.

4. (1) That if from any cause whatsoever the cadet shall fail to satisfactorily complete his cadetship as required by these presents, or shall fail to observe, perform and comply with the obligations on the part of the cadet contained herein, and in the said regulations, or shall fail to comply with the provisions of clause 3 hereof, or shall be required to leave the course of cadetship or subsequent employment in the Public Service during the term herein specified, by reason of misconduct, idleness, disobedience, non-attendance, irregular or unpunctual attendance, want of interest in work, or immoral conduct, then in such cases the guardian and the guarantor, the parties of the second and third parts hereof, shall jointly and severally be liable for and forthwith on demand shall pay to the Conservator as ascertained damages and not by way of penalty for such breach or failure a sum equal to the sum total of all fares paid and allowance payments made to or on behalf of the cadet, and compulsory tuition fees paid on behalf of the cadet, pursuant to paragraphs (b), (c), (d), (f), (g) and (j) of regulation 138 of the said regulations less the deductible amount, if any, ascertained in accordance with subclause (2) of this clause.

(2) (a) The sum total of all fares paid allowance payments made to or on behalf of the cadet and compulsory tuition fees paid on behalf of the cadet, pursuant to paragraphs (b), (c), (d), (f), (g) and (j) of regulation 138 of the said regulations shall be divided by the number of weeks that the cadet is bound to serve under clause 3 of this indenture.

(b) The sum shown as the resultant quotient shall be multiplied by the number of weeks, if any, that the cadet has served of the term referred to in clause 3 of this indenture.

(c) The sum shown as the product shall be the deductible amount to which subclause (1) of this clause relates.

(3) In ascertaining the amount in accordance with subclause (2) of this clause, a fraction of a week shall be treated as one week.

5. (1) Where at any time during the term of his cadetship the Conservator is of opinion that the progress of the cadet is unsatisfactory the Conservator may, if the Public Service Commissioner approves, suspend his cadetship for a period not exceeding twelve months.

(2) During the period of suspension no sustenance and living allowance payments and compulsory tuition fees and allowance payments under paragraph (d) of regulation 138 of the said regulations are payable to or on behalf of the cadet.

(3) Where the cadet is suspended for a period pursuant to this clause, if the cadetship is resumed the cadetship shall continue under and subject to this indenture and the period of suspension shall be disregarded in calculating the term of the cadetship.

6. In consideration of the premises the Conservator will during the said term take and accept the cadet and employ him and instruct him or cause him to be employed and instructed as a forestry cadet under and in accordance with the said regulations or any amendments for the time being in force thereof.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, sealed and delivered by the  
said (a) .....  
in the presence of—  
.....

Signed, sealed and delivered by the  
said (c) .....  
in the presence of—  
.....

Signed, sealed and delivered by the  
said (f) .....  
in the presence of—  
.....

Signed, sealed and delivered by the  
said (g) .....  
in the presence of—  
.....

(a) Full name of cadet. (b) Address. (c) Full name of guardian.  
(d) Occupation. (e) Father, mother or guardian, as the case may be. (f)  
Full name of guarantor. (g) Full name of Conservator of Forests.

**REGULATIONS RELATING TO THE APPOINTMENT OF MEDICAL LABORATORY TECHNOLOGY CADETS IN THE DEPARTMENT OF AGRICULTURE AND THE PUBLIC HEALTH DEPARTMENT.**

141. (1) An applicant for appointment as a cadet shall—

- (a) be not more than twenty-one years of age nor less than sixteen years of age;
- (b) produce to the Commissioner evidence of the date of his birth;
- (c) produce a chest x-ray examination certificate and a medical certificate to the Commissioner certifying that he is in good health and not affected with any physical infirmity that would interfere with the proper exercise of his professional duties; and
- (d) produce to the Commissioner evidence as to his good character;

Qualifications for appointment as cadet.

(2) Such applicant shall have passed the Leaving Certificate examination of the University of Western Australia, or an equivalent examination, in English, Physics, Chemistry, in Mathematics A, or Mathematics B, and unless he has passed in both Mathematics A and Mathematics B, in at least one other subject, and the applicant shall, if required, produce to the Commissioner evidence that he has so passed.

Applications. 142. (1) Applications for appointment as cadets shall be invited by the Commissioner by public advertisement.

(2) When applying for any such appointment an applicant shall complete a questionnaire on the printed form supplied at the office of the Commissioner.

(3) The selection of applicants considered suitable for appointment as cadets shall be made by a Board consisting of two or more persons nominated in writing by the Commissioner.

Cadet to be  
articled.

143. (a) A cadet shall be articled to the Director of Agriculture or the Commissioner of Public Health for the term prescribed in regulation 144 of these regulations, but his appointment in the first instance shall be subject to a period of twelve months' probation.

(b) Before the expiration of a cadet's period of probation, the Director of Agriculture or the Commissioner of Public Health, as the case requires, shall report to the Commissioner on the manner in which the cadet has performed his duties and upon his general progress and conduct, and upon receipt of that report the Commissioner shall confirm or annul the appointment.

Term of  
cadetship.

144. (a) Subject to the provisions of regulation 146 of these regulations, a cadet shall be required to serve for a term of three years during which period he shall—

(i) attend the Perth Technical College as a full-time student and take the associateship course in medical laboratory technology; and

(ii) receive practical instruction and undergo courses of training as may be prescribed by the Director of Agriculture and the Commissioner of Public Health, as the case requires.

(b) An applicant who, on appointment as a cadet, has already completed and passed one or more years of the associateship course in medical laboratory technology at the Perth Technical College may be appointed to the second or a subsequent year of cadetship and may have the term of his cadetship reduced so that the number of years to be served as a cadet corresponds with the number of academic years remaining to be completed in that associateship course.

(c) A cadet shall be granted leave without pay to attend the Perth Technical College as a full-time student during the official terms and the examination period of any academic year.

(d) Where a cadet who is attending the Perth Technical College as a full-time student so desires and if it is convenient for the Director of Agriculture or the Commissioner of Public Health, as the case requires, to permit him to do so, the cadet may be employed in the department wherein he is employed during the first and second term vacation periods.

(e) During the annual or third term vacation period of all academic years in which the cadet is attending the Perth Technical College as a full-time student, a cadet shall be employed in the department wherein he is employed on duties associated with his profession.

Qualifying  
examina-  
tion.

145. A cadet shall not be deemed to have completed his cadetship until he has served the prescribed period or any due extension thereof and has completed and passed the associateship course in medical laboratory technology at the Perth Technical College.



146. (a) If at the end of the prescribed term of his cadetship a cadet has not completed the examination requirements prescribed in regulation 145 of these regulations, his cadetship may be extended at the discretion of the Commissioner for a further period not exceeding two years.

Extension of term of cadetship.

(b) Subject to the provisions of regulation 149 of these regulations a cadet's rate of remuneration during any approved extension of his cadetship shall be the same as that prescribed for the third year of cadetship.

(c) Where at any time during the term of his cadetship the Director of Agriculture or the Commissioner of Public Health, as the case requires, is of opinion that the progress of the cadet is unsatisfactory, the Director of Agriculture or the Commissioner of Public Health, as the case may be, may, if the Public Service Commissioner approves, suspend his cadetship for a period not exceeding twelve months.

(d) During the period of suspension no sustenance and living allowance payments and compulsory Perth Technical College tuition fees are payable to or on behalf of the cadet.

147. At any time after a cadet has completed one year of the prescribed term of service, if, in the opinion of the Director of Agriculture or the Commissioner of Public Health, as the case requires, the cadet's progress or general conduct, or both, have not been satisfactory, his cadetship may be cancelled if the Commissioner approves.

Progress and conduct of cadet.

148. During the whole term of his cadetship and any due extension thereof, a cadet is subject to the provisions of the Public Service Act, 1904, and regulations made thereunder, relating to an officer to the extent to which those provisions are capable of being applied with or without adaptation to the cadet; but his entitlement to long service leave shall commence to accrue only after he has completed the academic requirements of his course as provided in these regulations and he attains the age of eighteen years and the entitlement shall commence on and from the first day of January next following such completion and attaining of that age by the cadet.

Public Service Act, 1904, and regulations apply to cadet.

149. (a) The remuneration of a cadet during periods of service in the department shall be at the following rates:—

Remuneration.

Year of Cadetship.	Percentage of or Margin over Annual Equivalent of Male Basic Wage for Metropolitan Area as declared by The Western Australian Industrial Commission.
First	76½%
Second	90½%
Third	\$118

except that—

- (i) the above rates may be varied from time to time at the discretion of the Commissioner;
- (ii) the cadet on attaining the age of 21 years shall, irrespective of year of cadetship, receive not less than 100 per cent. of the annual equivalent of the male basic wage declared for the metropolitan area from time to time by The Western Australian Industrial Commission; and
- (iii) advancement from year to year is subject to satisfactory progress reports from the Perth Technical College and the receipt by the Commissioner of a satisfactory report from the Director of Agriculture or the Commissioner of Public Health, as the case requires, as to the conduct, diligence and efficiency of the cadet.

(b) During periods of leave without pay granted to a cadet for the purpose of attending the Perth Technical College during the official terms and the annual examination period of each academic year, a sustenance allowance at the rate determined from time to time by the Commissioner shall be paid to the cadet, but—

- (i) payment of the allowance may be suspended at any time by the Commissioner on receipt of an unsatisfactory report from the Perth Technical College or the Director of Agriculture or the Commissioner of Public Health, as the case requires;
- (ii) payment of the allowance shall not be made for any period of leave without pay granted for purposes other than to attend the Perth Technical College during the official term and the annual examination period of an academic year or from any absence from class in respect of which a cadet is unable to furnish a satisfactory explanation.

(c) During periods of leave without pay granted to a cadet during the first and second term vacation periods of any academic year for the purpose of his studying fulltime in the subjects being taken by him during that academic year, a sustenance allowance at the rate determined from time to time by the Commissioner shall be paid to the cadet, but payment of sustenance allowance under this paragraph—

- (i) may be suspended at any time by the Commissioner on receipt of an unsatisfactory report from the Perth Technical College or the Director of Agriculture or the Commissioner of Public Health, as the case requires;
- (ii) may be suspended in respect of any period of leave without pay for which the cadet is unable to furnish a satisfactory explanation.

(d) If a cadet is employed away from his headquarters the Commissioner may approve of his being paid an allowance at such rate as the Commissioner determines as compensation for any extra cost of living involved or any extra cost for transport expenses necessarily incurred, or both.

(e) Compulsory Perth Technical College tuition fees shall be paid on behalf of the cadet.

(f) Where, in order to attend at the Perth Technical College during the official terms and the annual examination period of any academic year in which he receives sustenance allowance pursuant to paragraph (b) of this regulation, a cadet is obliged to live away from his ordinary place of residence, he shall be paid a living allowance at the rate determined from time to time by the Commissioner, but payment of living allowance shall not be made in respect of any period for which the cadet did not receive payment of sustenance allowance.

150. A cadet who has satisfactorily completed his cadetship shall, if so required, serve in the Public Service for a period of three years at a salary determined in accordance with the Commissioner's classification of the work upon which the cadet is engaged.

151. Before any person is accepted as a cadet under these regulations, an agreement in the form, or to the effect of, Appendix No. 13 hereto, shall be executed by the person, his legal guardian, the Director of Agriculture or the Commissioner of Public Health, as the case requires and one surety to be determined and approved by the Director of Agriculture or the Commissioner of Public Health, as the case requires.

## Appendix No. 13.

THIS indenture made the ..... day of ..... between one thousand nine hundred and ..... between (a) ..... of (b) ..... in the State of Western Australia (hereinafter called "the cadet"), of the first part, (c) ..... of (b) ..... in the said State (d) ..... the (e) ..... of the cadet (hereinafter with his executors and administrators referred to as "the guardian") of the second part, (f) ..... of (b) ..... in the said State (d) ..... (hereinafter with his executors and administrators referred to as "the guarantor") of the third part and (g) ..... for the State of Western Australia (hereinafter with his successors in office referred to as "the (h) .....") of the fourth part witnesseth that the said parties hereto do hereby mutually agree and declare as follows:—

1. The cadet of his own free will and accord, with the consent of the guardian, hereby places and binds himself to serve the (h) ..... as a medical laboratory technology cadet for the term of three years from the ..... day of ..... one thousand nine hundred and ..... and for any additional period required to satisfactorily complete his cadetship under and subject to the regulations governing the admission of medical laboratory technology cadets in the Department of Agriculture and the Public Health Department as approved by the Governor in Council and published in the *Government Gazette* of the ..... day of ..... 19..... and any amendments for the time being in force thereof.

2. The cadet will during the said term well and truly serve the (h) ..... as a medical laboratory technology cadet and will in all respects and at all times observe, perform and comply with the obligations on the part of the cadet contained in the said regulations or any amendments for the time being in force thereof.

3. When the cadet shall have satisfactorily completed his cadetship and obtained his certificate of qualification he will, if required so to do, serve in the Public Service for a period of three years in accordance with and subject to the provisions contained in regulation 150 of the said regulations or any amendments for the time being in force thereof.

4. (1) That if from any cause whatsoever the cadet shall fail to satisfactorily complete his cadetship as required by these presents, or shall fail to observe, perform and comply with the obligations on the part of the cadet contained herein, and in the said regulations, or shall fail to comply with the provisions of clause 3 hereof, or shall be required to leave the course of cadetship or subsequent employment in the Public Service during the term herein specified, by reason of misconduct, idleness, disobedience, non-attendance, irregular or unpunctual attendance, want of interest in work, or immoral conduct, then in such cases the guardian and the guarantor, the parties of the second and third parts hereof, shall jointly and severally be liable for and forthwith on demand shall pay to the (h) ..... as ascertained damages and not by way of penalty for such breach or failure a sum of money equivalent to the sum total of all sustenance and living allowance payments made to the cadet, and compulsory Perth Technical College tuition fees paid on behalf of the cadet, pursuant to paragraphs (b), (c), (e) and (f) of regulation 149 of the said regulations, less the deductible amount, if any, ascertained in accordance with subclause (2) of this clause.

(2) (a) The sum total of all sustenance and living allowance payments made to the cadet and compulsory Perth Technical College tuition fees paid on behalf of the cadet, pursuant to paragraphs (b), (c), (e) and (f) of regulation 149 of the said regulations shall be divided by the number of weeks in the period that the cadet is bound to serve under clause 3 of this indenture.

(b) The sum shown as the resultant quotient shall be multiplied by the number of weeks, if any, that the cadet has served of the period referred to in clause 3 of this indenture.

(c) The sum shown as the product shall be the deductible amount to which subclause (1) of this clause relates.

(3) In ascertaining the amount in accordance with subclause (2) of this clause, a fraction of a week shall be treated as one week.

5. (1) Where at any time during the term of his cadetship the (h)..... is of opinion that the progress of the cadet is unsatisfactory, the (h)..... may, if the Public Service Commissioner approves, suspend his cadetship for a period not exceeding twelve months.

(2) During the period of suspension no sustenance and living allowance payments and compulsory Perth Technical College tuition fees are payable to or on behalf of the cadet.

(3) Where the cadet is suspended for a period pursuant to this clause, if the cadetship is resumed the cadetship shall continue under and subject to this indenture and the period of suspension shall be disregarded in calculating the term of the cadetship.

6. In consideration of the premises the (h)..... will during the said term take and accept the cadet and employ him and instruct him or cause him to be employed and instructed as a medical laboratory technology cadet under and in accordance with the said regulations or any amendments for the time being in force thereof.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, sealed and delivered by the said (a) ..... in the presence of—

Signed, sealed and delivered by the said (c) ..... in the presence of—

Signed, sealed and delivered by the said (f) ..... in the presence of—

Signed, sealed and delivered by the said (g) ..... in the presence of—

(a) Full name of cadet. (b) Address. (c) Full name of Guardian. (d) Occupation. (e) Father, mother or guardian, as the case may be. (f) Full name of guarantor. (g) Full name and office of officer to whom cadet articulated. (h) Director of Agriculture or Commissioner of Public Health, as the case may be.

REGULATIONS GOVERNING THE APPOINTMENT OF ENGINEERING SURVEYING CADETS IN THE PUBLIC WORKS DEPARTMENT.

Qualifications for appointment as cadet.

- 152. (1) An applicant for appointment as a cadet shall— (a) be not more than twenty-one years of age nor less than sixteen years of age; (b) produce to the Commissioner evidence of the date of his birth;

- (c) produce a chest x-ray examination certificate and a medical certificate to the Commissioner certifying that he is in good health and not affected with any physical infirmity that would interfere with the proper exercise of his duties; and
- (d) produce to the Commissioner evidence as to his good character.

(2) Such applicant shall have passed the Junior Certificate examination of the University of Western Australia or an equivalent examination in English, Arithmetic and Algebra, Geometry and Trigonometry, Physics or Science B and any three other subjects and the applicant shall if required produce to the Commissioner evidence that he has so passed.

153. (1) Applications for appointment as cadets shall be invited by the Commissioner by public advertisement. Applications.

(2) When applying for any such appointment an applicant shall complete a questionnaire on the printed form supplied at the office of the Commissioner.

(3) The selection of applicants considered suitable for appointment as cadets shall be made by a Board consisting of two or more persons nominated in writing by the Commissioner.

154. (a) A cadet shall be articulated to the Director of Engineering for a term of four years, but his appointment in the first instance is subject to a period of twelve months' probation. Cadet to be articulated.

(b) Before the expiration of a cadet's period of probation, the Director of Engineering shall report to the Commissioner on—

- (i) the manner in which the cadet has performed his duties;
- (ii) the progress the cadet has made in the diploma course of study detailed in regulation 156 of these regulations; and
- (iii) the cadet's general progress and conduct; and

on receipt of that report the Commissioner shall confirm or annul the cadet's appointment.

155. (a) Subject to the provisions of regulation 158 of these regulations, a cadet is required to serve for a term of four years and during that term he shall receive general practical instruction as follows:— Term of cadetship.

- (i) The first three years of the cadetship shall be spent in the Engineering Drawing Office and the Survey Office of the Planning, Design and Investigations Branch, during which time a cadet shall receive general practical instruction in survey drafting and computations, drafting and calculation of earth works, volumes, searching survey data, etc., and learn Head Office procedure in requisitions, local purchase orders, time and wages sheets, job costing and estimations, and checking and recording field and level books and field plans. In addition, in order to obtain knowledge of field practice, the Perth Technical College vacations will be spent in the field with an engineering survey party attached to a branch of the Engineering Division of the Public Works Department;
- (ii) The fourth year will also be spent in the field, assisting in the control of a survey party, carrying out various engineering surveys, and also carrying out and submitting the field assignment as required by the Perth Technical College.

(b) During the first three years of the term of his cadetship a cadet shall also attend the Perth Technical College as a part-time student and study the diploma course referred to in regulation 156 of these regulations.

Qualifying examination. 156. A cadet shall not be deemed to have completed his cadetship until he has served the prescribed period and completed and passed the examination requirements of the full Engineering Surveyors' Diploma course at the Perth Technical College.

Study leave. 157. When a cadet is unable to obtain the necessary instruction at evening classes in respect of his course of study, the Commissioner may grant him such leave of absence as may be necessary to attend day lectures in approved subjects, and the conditions upon which the leave is granted shall be those determined by the Commissioner.

Extension of term of cadetship. 158. (a) If at the end of the prescribed term of his cadetship a cadet has not satisfactorily completed the requirements set out in regulation 155 of these regulations, his cadetship may be extended at the discretion of the Commissioner for a further period not exceeding two years.

(b) Subject to the provisions of regulation 159 of these regulations, a cadet's rate of remuneration during any due extension of his cadetship shall be the same as that prescribed for the fourth year of cadetship.

Progress and conduct of cadet. 159. At any time after a cadet has completed one year of the prescribed term of service, if, in the opinion of the Director of Engineering of the department, in which he is employed, his progress or general conduct, or both, have not been satisfactory his cadetship may be cancelled if the Commissioner approves.

Public Service Act, 1904, and regulations apply to cadet. 160. During the whole term of his cadetship and any due extension thereof, a cadet is subject to the provisions of the Public Service Act, 1904, and regulations made thereunder relating to an officer to the extent to which those provisions are capable of being applied with or without adaptation to the cadet; but any term of his cadetship served before attaining the age of 18 years or before the 1st January, 1952, does not count as qualifying service for long service leave purposes.

Remuneration of cadet. 161. (a) The remuneration of a cadet during periods of service in a department shall be at the following rates:—

Year of Cadetship.	Percentage of or Margin over Annual Equivalent of Male Basic Wage for Metropolitan Area as declared by The Western Australian Industrial Commission.
First	65½%
Second	76½%
Third	90½%
Fourth	\$118

except that—

- (i) the above rates may be varied from time to time at the discretion of the Commissioner;
- (ii) a cadet on attaining the age of 21 years shall, irrespective of year of cadetship, receive not less than 100 per cent. of the annual equivalent of the male basic wage declared for the metropolitan area from time to time by The Western Australian Industrial Commission;
- (iii) advancement from year to year shall be subject to satisfactory progress reports from the Perth Technical College and to the receipt by the Commissioner of a satisfactory report from the Director of Engineering as to the conduct, diligence and efficiency of the cadet.

(b) If a cadet is employed away from his headquarters the Commissioner may approve of his being paid an allowance at such rate as the Commissioner determines as compensation for any extra cost of living involved or any extra cost for transport expenses necessarily incurred, or both.

162. A cadet who has satisfactorily completed his cadetship shall if so required, serve in the Public Service for a period of three years at the salary prescribed by industrial agreement between the Commissioner and the Civil Service Association of W.A. (Incorp.) for the first year and thereafter in accordance with the Commissioner's classification of the work upon which he is engaged.

Service of  
cadet.

163. Before a person is accepted as a cadet under the foregoing regulations, an agreement in the form, or to the effect of Appendix No. 14 hereto, shall be executed by that person, his legal guardian, the Director of Engineering, and one surety to be determined and approved by the Director of Engineering.

Agreement  
for  
Articles.

Appendix No. 14.

THIS indenture made the ..... day of ....., one thousand nine hundred and ....., between (a) ..... of (b) ..... in the State of Western Australia (hereinafter called "the cadet"), of the first part, (c) ..... of (b) ..... in the said State (d) ..... the (e) ..... of the cadet (hereinafter with his executors and administrators referred to as "the guardian") of the second part, (f) ..... of (b) ..... in the said State (d) ..... (hereinafter with his executors and administrators referred to as "the guarantor") of the third part and (g) ..... the Director of Engineering for the State of Western Australia (hereinafter with his successors in office referred to as "the Director") of the fourth part witnesseth that the said parties hereto do hereby mutually agree and declare as follows:—

1. The cadet of his own free will and accord, with the consent of the guardian, hereby places and binds himself to serve the Director as an engineering surveying cadet for the term of four years from the ..... day of ....., one thousand nine hundred and ..... and for any additional period required to satisfactorily complete his cadetship under and subject to the regulations governing the admission of cadet draftsmen as approved by the Governor in Council and published in the *Government Gazette* of the ..... day of ....., 19.....

2. The cadet will during the said term well and truly serve the Director as an engineering surveying cadet and will in all respects and at all times observe, perform and comply with the obligations on the part of the cadet contained in the said regulations or any amendments for the time being in force thereof.

3. When the cadet shall have satisfactorily completed his cadetship and obtained his certificate of qualification he will, if required so to do, serve in the Public Service for a period of three years in accordance with and subject to the provisions contained in regulation 162 of the said regulations or any amendments for the time being in force thereof.

4. (1) That if from any cause whatsoever the cadet shall fail to satisfactorily complete his cadetship as required by these presents, or shall fail to observe, perform and comply with the obligations on the part of the cadet contained herein, and in the said regulations, or shall fail to comply with the provisions of clause 3 hereof, or shall be required to leave the course of cadetship or subsequent employment in the Public Service during the term herein specified, by reason of misconduct, idleness, disobedience, non-attendance, irregular or unpunctual attendance, want of interest in work, or immoral conduct, then in such cases the guardian

and the guarantor, the parties of the second and third parts hereof, shall jointly and severally be liable for and forthwith on demand shall pay to the Director as ascertained damages and not by way of penalty for such breach or failure as a sum of five hundred dollars (\$500), less the deductible amount, if any, ascertained in accordance with subclause (2) of this clause.

(2) (a) The sum of five hundred dollars (\$500) shall be divided by the number of weeks that the cadet is bound to serve under clause 3 of this indenture.

(b) The sum shown as the resultant quotient shall be multiplied by the number of weeks, if any, that the cadet has served of the period referred to in clause 3 of this indenture.

(c) The sum shown as the product shall be the deductible amount to which subclause (1) of this clause refers.

(3) In ascertaining the amount in accordance with subclause (2) of this clause, a fraction of a week shall be treated as one week.

5. In consideration of the premises the Director will during the said term take and accept the cadet and employ him and instruct him or cause him to be employed and instructed as an engineering surveying cadet under and in accordance with the said regulations or any amendments for the time being in force thereof.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, sealed and delivered by the  
said (a) .....  
in the presence of—

.....  
.....

Signed, sealed and delivered by the  
said (c) .....  
in the presence of—

.....  
.....

Signed, sealed and delivered by the  
said (f) .....  
in the presence of—

.....  
.....

Signed, sealed and delivered by the  
said (g) .....  
in the presence of—

.....  
.....

(a) Full name of cadet. (b) Address. (c) Full name of guardian.  
(d) Occupation. (e) Father, mother or guardian, as the case may be. (f)  
Full name of guarantor. (g) Full name of Director of Engineering.



## HOSPITALS ACT, 1927-1955.

Medical Department,  
Perth, 21st December, 1966.

M. 6759/62.

HIS Excellency the Governor, acting in exercise of the powers conferred by section 37 of the Hospitals Act, 1927-1955, has been pleased to make the regulations set forth in the schedule hereunder to take effect on and from the 1st January, 1967.

J. DEVEREUX,  
Under Secretary.

Schedule.  
Regulations.

Principal regulations. 1. In these regulations the regulations made under the Hospitals Act, 1927-1955, as reprinted pursuant to the Reprinting of Regulations Act, 1954, and published as so reprinted in the *Government Gazette* on 2nd February, 1960, and amended by notices published in the *Government Gazette* on the 17th July, 1961, 30th October, 1963, 26th October, 1965 and 14th April, 1966, are referred to as the principal regulations.

Reg. 10 amended. 2. Regulation 10 of the principal regulations is amended by substituting for the passage—

Patients to whom the Motor Vehicle (Third Party Insurance) Act, 1943 (as amended) applies—  
per day ..... 13.00

Patients to whom section 31A of the Hospitals Act, 1927 (as amended) applies—per day ..... 13.00

in by-law 16 the following passage:—

Patients to whom the Motor Vehicle (Third Party Insurance) Act, 1943 (as amended) applies—  
per day ..... 14.00

Patients to whom section 31A of the Hospitals Act, 1927 (as amended) applies—per day ..... 14.00

## HOSPITALS ACT, 1927-1955.

Medical Department,  
Perth, 21st December, 1966.

M. 6759/62.

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Reg. 10  
amended. 2. Regulation 10 of the principal regulations is amended by substituting for the passage—

Other patients—

Single bed rooms—per day plus extras	....	....	11.50
2-4 bed wards—per day plus extras	....	....	7.00
All other beds—per day plus extras	....	....	7.00

Extras—

Operation fee for major operation	....	....	10.50
Operation fee for minor operation	....	....	4.20
Labour Ward fee	....	....	7.35
Outpatient fees—per attendance	....	....	1.50
Other items—at cost.			

in by-law 16, the following passage—

Other patients—

Single bed rooms—per day plus extras	....	....	18.00
2-4 bed wards—per day plus extras	....	....	13.50
All other beds—per day plus extras	....	....	10.00

Extras—

Operation fee for major operation	....	....	15.00
Operation fee for minor operation	....	....	6.00
Labour Ward fee	....	....	10.50
Outpatient fees—per attendance	....	....	2.00
Other items—at cost.			

LOCAL GOVERNMENT ACT, 1960.

Municipality of the Town of Albany.

By-laws Relating to Zoning Amendment—By-law No. 19.

L.G. 548/66.

IN pursuance of the powers conferred upon it by the abovementioned Act, and all other powers enabling it, the Council of the abovementioned municipality hereby records having resolved on the 12th day of September, 1966, to make and submit for confirmation by the Governor the following by-laws:—

That by-law No. 19—Land Use (Zoning) which was published in the *Government Gazette* on the 19th July, 1956, be amended as follows:—

Add to Twelfth Schedule—Motel Area: All land being Suburban Lot 308 Albany Highway (opposite Halifax Street).

Dated the 26th day of October, 1966.

The Common Seal of the Town of Albany was hereunto affixed pursuant to a resolution of the Council and in the presence of—

[L.S.]

S. H. KNIGHT,  
Mayor.

A. P. WELLS,  
Acting Town Clerk.

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

## LOCAL GOVERNMENT ACT, 1960.

The Municipality of the Town of Albany.

By-laws Relating to Parks and Reserves.

L.G. 651/66.

IN pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 22nd day of August, 1966, to make and submit for confirmation by the Governor the following by-laws:—

## 1.—Repeal of previous by-laws.

The by-laws published in the *Government Gazette* of the 1st April, 1955, are hereby repealed.

## 2.—Definitions.

In this by-law, subject to the context—

“Council” means the Council of the Town of Albany.

“Camping Area” means any land used or set apart by the Council from time to time for the purpose of accommodating camps or temporary shelters for an encampment.

“Camp” means any tent, camp, bivouac or temporary shelter of any kind.

“Caravan” means any vehicle adapted or designed for camping, or capable of being used for a dwelling or sleeping purposes whether wheels are attached to such vehicle or not.

“Camping” means occupation by any person or persons of a site for a camp or caravan.

“Occupier” means any person occupying a camping site for the time being, and includes any person in whose charge a camp is left during the absence of the holder of a camping permit.

“Family” means a group of relatives not exceeding six.

“Officer” means a Town Clerk, Health Inspector, Caretaker or any person appointed in writing by the Town Clerk.

## 3.—Delegation of Authority.

Where by virtue of any lease, licence or agreement entered into or made by the Council or by any powers of delegation which may hereinafter be vested in the Council, the control and management of any park or reserve or any part thereof may be vested in any Committee, Board of Management, Association or Society, the Council may appoint all or any of the members or officers of such Committee, Board of Management, Association or Society to be officers within the meaning of this by-law, but no such Committee, Board of Management or Society or its members or officers may prescribe any conditions or make any rules in connection with any permit granted under the provisions of this by-law which may be contrary to or incompatible with this by-law, or which may be interpreted to apply to any park or reserve other than for which the control and management is vested as aforesaid.

## 4.—Camping.

No person shall camp upon, frequent or occupy any land the control or management of which is vested in the Council for the purpose of camping or tarrying during any day or night or any portion thereof, except upon camping areas designated as such or set apart for the purpose by the Council.

The following area is set apart by the Council for the purpose of accommodating camps and caravans:—Middleton Beach Reserve No. 14789.

No person shall set up any camp or caravan to be used as temporary or holiday accommodation on any land within the Municipality, whether privately owned or otherwise, except land described in Paragraph 4A, and all the land comprised in Reserve 22698, Emu Point.

## 5.—Camping Permits.

No person shall use any camping area for the purpose of camping without first obtaining from the Town Clerk or officer an official camping permit, covering the period of occupancy, and the payment, in advance, of such fees as may from time to time be prescribed by the Council.

## 6.—Issue of Camping Permits.

Camping Permits may be issued subject to the following conditions:—

- (a) No structure of any kind of a permanent or semi-permanent nature is erected without the written consent of the Council.
- (b) No person shall occupy the same site on a camping area for a period of six weeks without the written consent of the Council.
- (c) No camp shall be erected within 15 ft. of any water stand or within 30 ft. of any public convenience, or upon any road or footpath within the camping area.
- (d) At the request of an officer, an occupier of any camp shall remove such camp from the camping area or shall move such camp to another site on any camping area as directed by the officer.
- (e) The officer may allot or define the area to be occupied by any camp, either upon the issue of a permit or during the currency thereof, and the occupier shall confine such camp within the limits defined by the officer.
- (f) The decision of the officer shall be final as to the constitution of a family, group, or camp, and the number of camping permits required in respect thereof.
- (g) No fires shall be lighted by any person on any camping area except in places approved by the Town Clerk or officer.
- (h) No camp shall be erected of unsightly materials or in any manner likely to be offensive or dangerous to occupiers of adjacent camping sites.
- (i) No insanitary practices are permitted upon any camping area and that the occupiers use only such conveniences and utensils as provided for the disposal of refuse, rubbish or excreta.
- (j) No person suffering from or contracting any infectious disease be allowed or harboured in any camp.
- (k) Campers must keep the area covered by their permit in a clean and sanitary condition at all times and all rubbish deposited in the receptacles provided.
- (l) No person shall sub-let any camp or give or sell or otherwise transfer any permit to any other person.
- (m) All by-laws relating to health and all directions which may be given by the Health Inspector from time to time for the good order and sanitation of the camping areas be immediately complied with.
- (n) No dogs or cats are permitted on any camping area except by special permission of an officer.

## 7.—Cancellation of Permits.

Any camping permit may be summarily cancelled by an officer if in his opinion any contravention of these by-laws has been committed by any person or persons using any camping area under such permit, or if in his opinion it is desirable that such permit should be terminated.

In the event of any permit being cancelled under this section, any balance of fees paid in respect thereof shall be forfeit to the Council, and no compensation shall be paid for any loss, damage or inconvenience sustained through the cancellation of such permit.

An officer may refuse to grant any camping permit or to renew any camping permit and no reason shall be given for such refusal.

Any person aggrieved by such cancellation or refusal of permit may appeal to the Council who may confirm or disallow such cancellation or refusal.

## 8.—Application for Renewal of Permit.

Application for renewal of any camping permit must be made prior to the expiry of such permit, and all fees in connection therewith shall be paid in advance before any camping permit may be renewed.

## 9.—Unauthorised Camping.

Any person or persons using a camping area for the purpose of camping or tarrying, omitting to apply for a camping permit, refusing to pay any fees in connection therewith, or whose permit has expired or been cancelled or who has been refused a permit shall vacate any camping area within six hours on notice being given verbally or otherwise by an officer, and non-compliance with such notice will be deemed an offence against this by-law.

#### 10.—Damage to Property.

No person shall interfere with or damage any property in or belonging to any reserve or park or pluck any flowers or enter or walk upon any flower bed, border or ground set apart for garden or plantation purposes, or remove any soil from, or throw stones or other missiles or commit any nuisance therein, or leave therein any bottles, orange peel, paper, cast-off clothing, or any litter of any kind, or climb upon or jump over any seats or fences, or cut letters, names or marks upon or otherwise deface any trees, seats, gates, posts, buildings, or fences, or write thereon.

No cultivated tree or shrub shall be removed from any street, reserve, park or public place within the control of the Council except with the express permission of the Council given after one month's notice of intention to authorise such removal, provided that nothing in this clause shall debar the Council from ordering the removal of any individual tree or shrub where the condition or position of such tree or shrub is such that it constitutes a danger to public safety.

No person shall destroy any tree or shrub on any road, reserve, park or public place under the control of the Council except with the written permission of the Council or under instructions from the Town Clerk.

#### 11.—Ball Games.

No person shall play any ball game on any reserve or park except where the park or reserve is specifically set aside for this purpose.

#### 12.—Bicycles.

No person shall ride or take a bicycle onto or through any park or reserve unless there is a driveway provided for this purpose.

#### 13.—Parking of Vehicles or Bicycles.

No person shall park or drive any vehicle or bicycle in or on any park or reserve except on a driveway without the express permission of Council in writing first being had and obtained.

#### 14.—Dogs.

No person shall bring into any park or reserve any dog unless it is on a leash.

#### 15.—Disorderly Conduct.

Any person found in a state of intoxication in any reserve or park behaving in a disorderly manner, or creating any disturbance or using any foul or indecent language, or committing any act of indecency therein, may be forthwith removed from such reserve or park by the caretaker, or by an officer of the Council, or by any member of the Police Force, and shall be liable to prosecution for an offence against this by-law.

#### 16.—Animals.

No person, except those in the employ of, or authorised by the Council or by payment of the stipulated fee, shall bring into any camping or bathing area, any horse or other animal.

#### 17.—Lighting Fires.

No person, not being the holder of a camping permit, shall light any fire within the reserve or park without first having obtained the consent of the Council, or of its officers.

#### 18.—Unauthorised Entry.

No person except the Mayor, Councillors or officers of the Council in the execution of their duty, shall be allowed to enter any reserve on such days as may be set apart for sports, agricultural shows or other purposes for which a charge for admission is authorised, except through the proper entrance for that purpose, and on payment of the fee chargeable for admission at the time.

#### 19.—Training.

No person shall be allowed to enter any enclosed reserve or park for the purpose of training unless the Council's permission has first been obtained.

#### 20.—Smoking.

No person shall smoke any pipe, tobacco, cigar or cigarette in any dressing rooms on any reserve or park where such dressing rooms are attached to and form part of any building which is used as a grandstand.

#### 21.—Betting.

No person, except at a registered race meeting shall bet, gamble, or call the odds, or offer to bet or gamble within any reserve or park and any person found betting, gambling, or calling the odds or offering to bet or gamble within the reserve may be forthwith removed from the reserve by the caretaker, or by an officer of the Council or by a member of the Police Force, and such person shall be liable to be prosecuted for a breach of this by-law.

#### 22.—Meetings.

No person shall preach or address an audience or public meeting on any reserve or park without first having obtained permission so to do from the Council.

#### 23.—Firearms.

No person shall discharge any firearms in any park or public reserve or shoot, snare or destroy any bird or animal therein.

#### 24.—Posting Bills, etc.

No person shall post, stick, stamp, stencil, paint or otherwise affix or cause to be posted, stuck, stencilled, painted or otherwise affixed, any placard, handbill, notice, advertisement, or any document or writing whatsoever upon any tree, post, fence, gate, wall, flagging or path in or on any reserve or park without having first obtained the written consent of the Council.

Provided that, where any breach of the provisions of this section shall have been committed and the person causing such breach is not known, then any person interested or benefitted or capable of being interested or benefitted by any advertisement as a result thereof, shall be deemed to have committed and be held liable for a breach of this by-law.

#### 25.—Sale of Goods.

No person shall sell, or expose for sale, any goods, wares, merchandise or things on any portion of any reserve or park unless a permit or licence in writing shall have been previously obtained from the Council.

#### 26.—Stalls.

No person shall erect or place within any reserve or park any tent, stall, platform, table, or other device for public amusement or for any performance, whether for gain or otherwise, without the consent of the Council or a licence being first had and obtained.

#### 27.—Bathing.

No person shall bathe in any park or public reserve except in such places as may be set aside by the Council from time to time for bathing purposes, and no person shall bathe in any river or open public water within the limits of or abutting on the boundary of the district of the Town of Albany, without suitable bathing costume or clothing.

#### 28.—Organised Sport.

Where any park or reserve shall have been set aside for the purpose of organised sport or for the use of sporting or other organisations, associations, or clubs, no person, club, or association shall practise or play at any game or hold or conduct any sports meeting or other function without having first obtained a written permit from the Council so to do, and no such practise, play, sports meeting or other function shall be carried on except within such times, terms, conditions, on portions of the said park or reserve as may be specified in such permit and until any fees demanded by the Council in connection herewith have been paid.

#### 29.—Obstruction.

No person shall, in any park or reserve, wilfully obstruct, disturb, interrupt or annoy any other person in the proper enjoyment or use thereof, or wilfully obstruct in the execution of his duty, or insult, or neglect to obey the lawful directions of, any officer or servant of the Council.

#### 30.—Speed Limits on or through Parks or Reserves.

Within the boundaries of any park or reserve except on a dedicated road, the maximum speed of motor vehicles shall not exceed 10 miles per hour.

## 31.—Liability for Damage.

The Council will not accept any liability or be held responsible for any damage for any accident or mishap whatsoever which may occur to any person or any loss or damage to any private property while on any park land or reserve.

## 32.—Speed Limits on Recreation Grounds.

Notwithstanding clause 30, within the boundaries of the Centennial Oval Recreation Ground, the maximum speed of motor vehicles shall not exceed 10 miles per hour except for organised and/or competitive motor sports unless the organisers have obtained the necessary public liability insurance coverage.

## 33.—Charges for Use of Sports Grounds or Reserves.

Charges for the use of Sports ground, reserves or portions thereof shall not exceed those charges set out in the First Schedule hereto.

Provided that the Council may in addition to such charges, require a deposit of not less than \$4, nor more than \$20, to be lodged as security for any loss, damage or other costs or charges which may arise due to the use of any grounds or buildings.

Provided further that the Council may, at its discretion, waive the whole or any portion of the said charges when it is satisfied that the whole of the proceeds arising out of the use of any park or reserve will be devoted to some specified charity.

## 34.—Penalty for Breach.

Any person who shall be guilty of any breach of any of the provisions of this by-law, or shall fail to duly comply with any notice thereunder, shall be liable for every such offence to a penalty of not less than two dollars (\$2) and not exceeding forty dollars (\$40).

## First Schedule.

The fees charged for the use of any sports grounds or reserves shall not exceed the following:—

Sporting Matches:	\$
Per day or part thereof	5
Per season (one day per week for six months)	22
Race Meetings, Sports Meetings, and Agricultural Shows	22

Provided that, where a charge is made for admission to any portion of any park or reserve, the charge for the use of such land shall not exceed 15 per cent. of all moneys paid for such admission.

Picnics—Per day	\$ 4
Camping site:	
Where electricity is supplied—	
per week	7
per day	1
Where no electricity is supplied—	
per week	3
per day	1
Circus: Per day	21
Stall or Refreshment Bar:	
per day	8
per week	12

For term exceeding one month to be let by public tender,

The Common Seal of the Town of Albany was hereunto affixed pursuant to a resolution of the Council and in the presence of—

[L.S.]

S. H. KNIGHT,  
Mayor.

A. P. WELLS,  
Acting Town Clerk.

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966,

W. S. LONNIE,  
Clerk of the Council.

## LOCAL GOVERNMENT ACT, 1960.

The Municipality of the City of Perth.

By-law Relating to Zoning.

By-law No. 65—Town Planning Classification or Zoning By-law for Land and/or Buildings in the Central Area being part of the City of Perth Municipal District—Amendment.

L.G. 300/66.

IN pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it the Council of the abovementioned Municipality hereby records having resolved on the 17th day of October, 1966, to make and submit for confirmation by the Governor the following amendment to By-law No. 65:—

That all those pieces of land being portion of each of Perth Town Lots A8 and A9 and being lot 6 on Plan 34 and being part of the land on Diagram 1815, be and are hereby excised from No. 7 Zone classification and re-classified and included in No. 15 Zone classification and that the Central Area Plan No. 65 be and is hereby amended accordingly.

Dated the 22nd day of November, 1966.

The Common Seal of the City of Perth was hereunto affixed in the presence of—

A. C. CURLEWIS,  
Deputy Lord Mayor.  
G. O. EDWARDS,  
Town Clerk.

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

## LOCAL GOVERNMENT ACT, 1960.

The Municipality of the Shire of Perth.

By-laws Relating to Zoning.

L.G. 400/65.

IN pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 2nd day of August, 1966, to make and submit for confirmation by the Governor the following by-laws:—

The By-laws of the Shire of Perth published in the *Government Gazette* of 29th June, 1960 are hereby amended in the following manner:—

Section 12 of the Fifth Schedule is altered by the deletion of the words and figures "and 1202 on Plan 3697" appearing under the heading "Scarborough" and in the item "Scarborough Beach Road north east corner of Alice Street", and by the substitution in their place of the words and figures "1202 and 1203 on Plan 3697".

Dated this 2nd day of August, 1966.

The Common Seal of Shire of Perth was hereunto affixed by authority of a resolution of the Council in the presence of—

[L.S.]

M. STARKE,  
President.  
L. P. KNUCKEY,  
Shire Clerk.

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council the 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.



LOCAL GOVERNMENT ACT, 1960.  
The Municipality of the Shire of Donnybrook.  
By-laws Relating to Blinds Under Verandahs.

L.G. 702/66.

IN pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 21st day of September, 1966, to make and submit for confirmation of the Governor the following by-law:—

Blinds Under Verandahs.

Blinds may be permitted under verandahs subject to the following conditions:—

- (a) Such blinds shall be hung from the outer edge of the verandah parallel to the kerb and when specially approved by the Council at discontinuous ends of verandahs.
- (b) Such blinds shall be so constructed that they cannot hang lower than three feet six inches above the level of the footway and when down shall be fixed rigidly in position.
- (c) Blinds shall be maintained in a proper state of repair to the satisfaction of the surveyor.

Dated this 21st day of September, 1966.

The Common Seal of the Shire of Donnybrook was hereunto affixed pursuant to a resolution of the Council in the presence of—

[L.S.]

H. B. AYERS,  
President.  
G. H. McCUTCHEON,  
Acting Shire Clerk.

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

LOCAL GOVERNMENT ACT, 1960.  
The Municipality of the Shire of Esperance.  
By-laws Relating to Building.

L.G. 818/66.

IN pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 15th day of November, 1966, to make and submit for confirmation by the Governor the following by-laws:—

1. No person shall erect or cause to be erected any building in that portion of the District of the Shire of Esperance which is contained within the inner edge of a black border on the Plan in the Schedule hereto unless all walls and party walls of the building be constructed of brick, reinforced concrete, stone, cement brick or other hard and durable fire-resisting materials approved by the Council.

2. Any person who shall commit a breach of this by-law shall on conviction be liable to a maximum penalty of Two Hundred Dollars and to a maximum daily penalty of ten dollars for each day during which the offence continues.

3. The by-laws of the Shire of Esperance published in the *Government Gazette* of 27th May, 1964, are hereby repealed.

Dated the 15th day of November, 1966.

The Common Seal of the Shire of Esperance was hereunto affixed by authority of a resolution of the Council in the presence of—

[L.S.]

W. S. PATERSON,  
President.  
J. F. CAMERON,  
Shire Clerk.

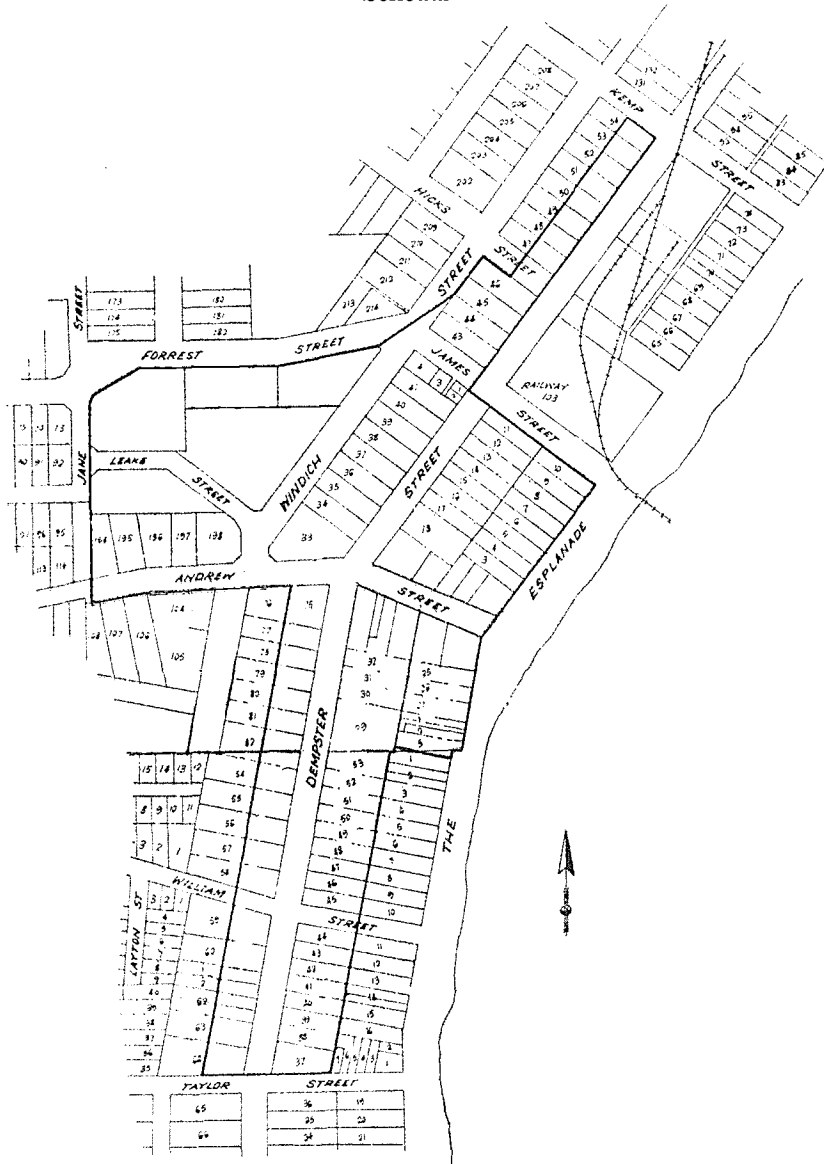
Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

Schedule.



## LOCAL GOVERNMENT ACT, 1960.

The Municipality of the Shire of Wongan-Ballidu.  
Adoption of Draft Model By-laws Relating to Deposit of Refuse and Litter.  
No. 16.

L.G. 601/66.

IN pursuance of the powers conferred upon it the abovementioned Act, the Council of the abovementioned Municipality hereby records having resolved on the 21st day of July, 1966 to adopt the whole of the Draft Model By-law published in the *Government Gazette* of the 4th August, 1965, and designated Local Government By-law (Deposit of Refuse and Litter), No. 16.

Dated this 16th day of September, 1966.

The Common Seal of the Shire of Wongan-Ballidu was hereunto affixed by authority of a resolution of the Council in the presence of—

[L.S.]

J. B. ACKLAND,  
President.T. E. JENSEN,  
Shire Clerk

Recommended—

I. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council the 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

## LOCAL GOVERNMENT ACT, 1960.

The Municipality of the Shire of Wyndham-East Kimberley.

L.G. 444/61.

By-laws Relating to Depositing and Removal of Refuse, Rubbish, Litter and Disused Materials.

IN pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 27th day of September, 1966, to make and submit for confirmation by the Governor the following by-laws:—

1. In these by-laws—  
“Council” means the Wyndham-East Kimberley Shire Council.  
“District” means the Shire of Wyndham-East Kimberley.
2. A person shall not—  
(a) break any glass, metal, earthenware or utensil; or  
(b) deposit or leave, except in a receptacle provided for that purpose, refuse or litter, of any kind,  
or cause any of those things to be done, in any street, public place or public reserve vested in or under the control of the Council, or on any property of the Council.
3. The owner or occupier of any land within the District shall remove within a time specified in a notice given by the Council and served on the owner or occupier of the land, refuse, rubbish or disused materials whether of the same kind as or a different kind from those here specified which in the opinion of the Council is likely to affect adversely the value of adjoining property or the health comfort or convenience of the inhabitants thereof.
4. Any owner or occupier of land who fails to comply with the terms of a notice given in accordance with By-law 3 as hereof within the time specified in the said notice shall be guilty of an offence.

5. Where the owner or occupier does not remove the refuse, rubbish or disused material as required by a notice given by the Council the Council is authorised without payment of any compensation in respect thereof to remove it and dispose of it at the expense of and recover in a Court of competent jurisdiction the amount of the expenses from, the owner or occupier to whom the notice was given.

6. Any person who shall commit a breach of any of these by-laws shall be liable to—

- (a) a maximum penalty of One Hundred Dollars, and
- (b) a maximum daily penalty during the breach of Ten Dollars per day.

Dated this 30th day of September, 1966.

[L.S.]

W. L. GRANDISON,  
President.  
C. T. CASSIDY,  
Shire Clerk.

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

#### LOCAL GOVERNMENT ACT, 1960.

The Municipality of the Shire of Harvey.

By-laws Relating to New Street Alignments.

L.G. 902/62.

IN pursuance of the powers conferred upon it by the abovementioned Act, the Council of the abovementioned Municipality hereby records having resolved, on the 28th day of June, 1966, to make and submit for confirmation by the Governor, the following by-laws:—

#### New Street Alignment By-law.

1. The New Street Alignment for those portions of Koombana Road (Road No. 47) shown on the plans in the schedule hereto shall be the line indicated as the dotted line on the said plans.

2. After the coming into operation of this by-law, no building shall be erected, extended or substantially reconstructed, between the New Street Alignment and the street on which the land abuts.

3. Any person guilty of an offence against this by-law shall, on conviction, be liable to a penalty not exceeding twenty pounds (£20).

Dated this 9th day of September, 1966.

The Common Seal of the Shire of Harvey  
was affixed hereto in the presence of—

[L.S.]

WILLIAM K. BARNES,  
President.  
L. A. VICARY,  
Shire Clerk.

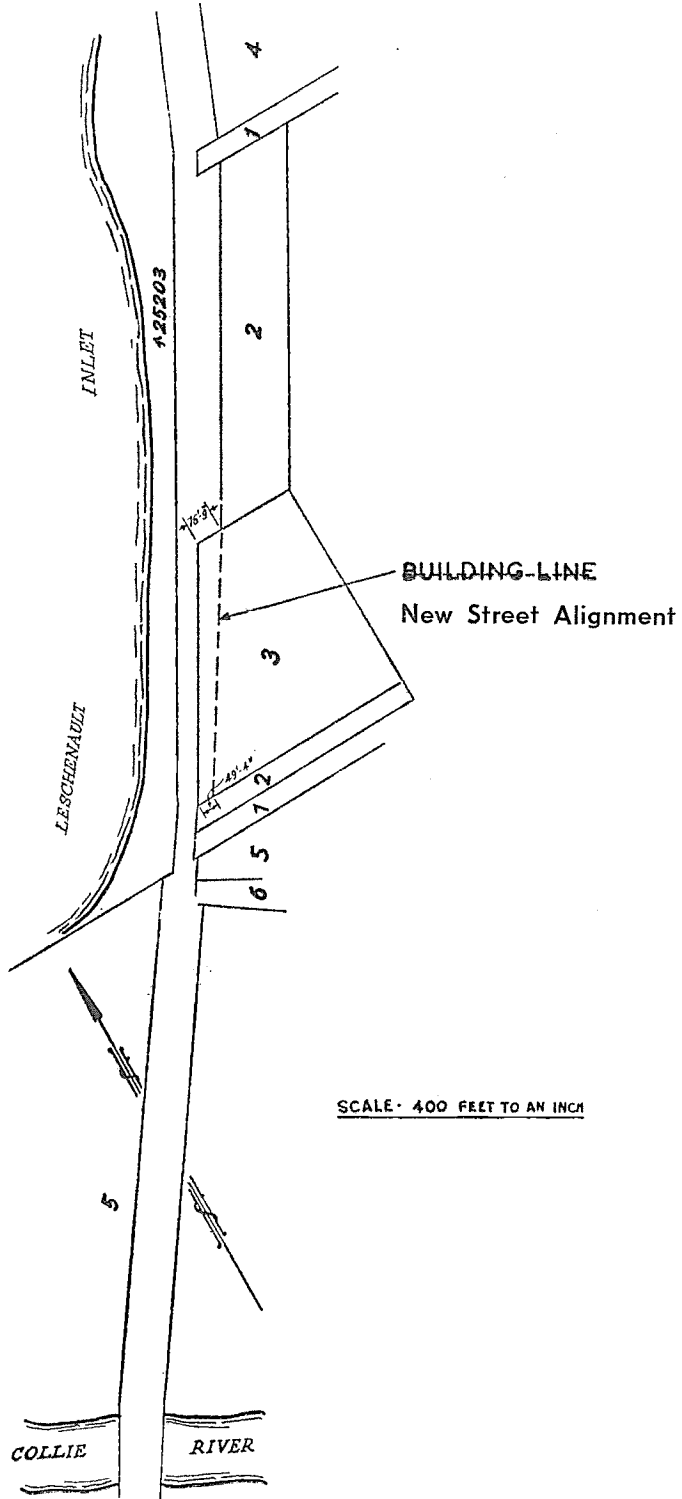
Recommended—

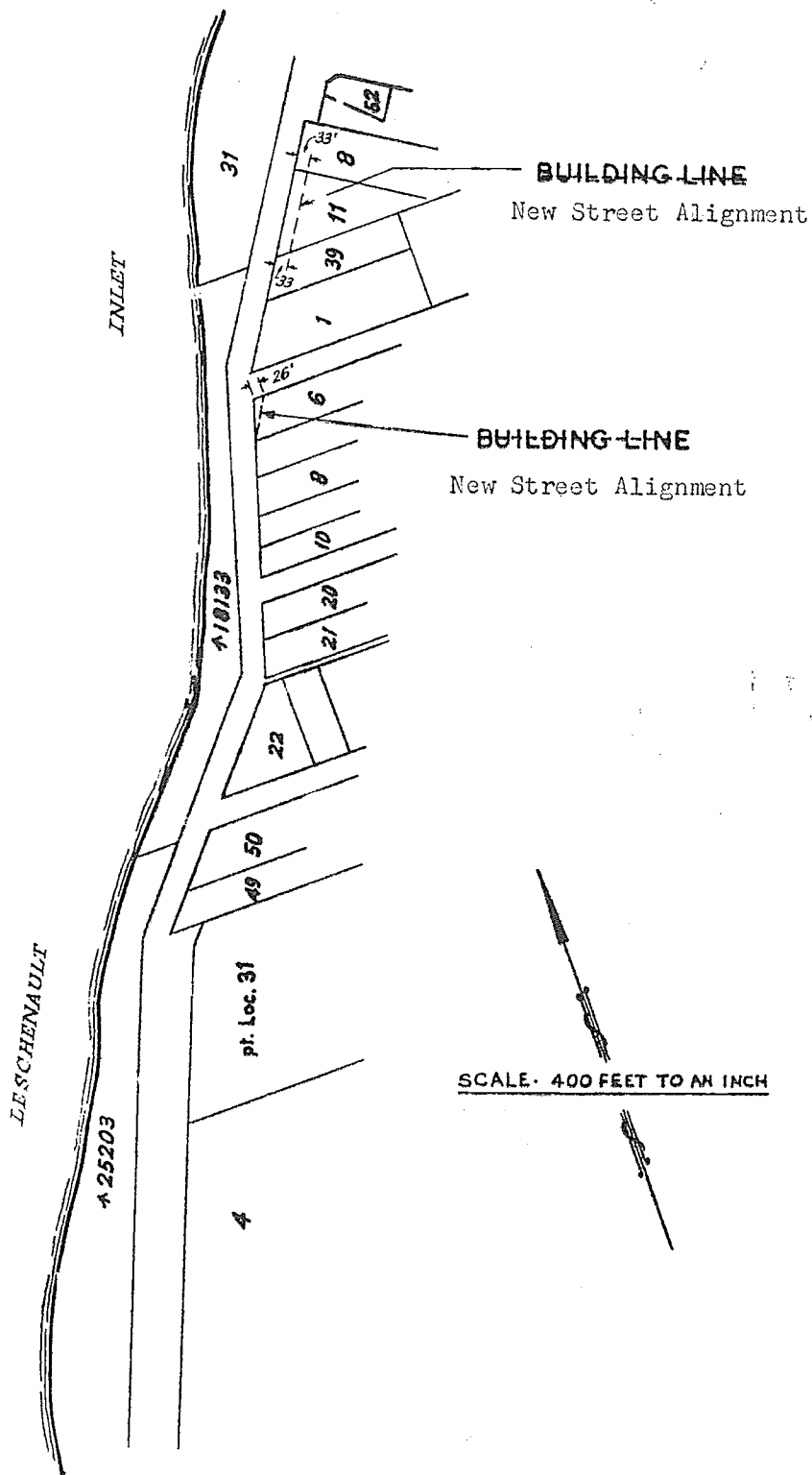
L. A. LOGAN,  
Minister for Local Government.

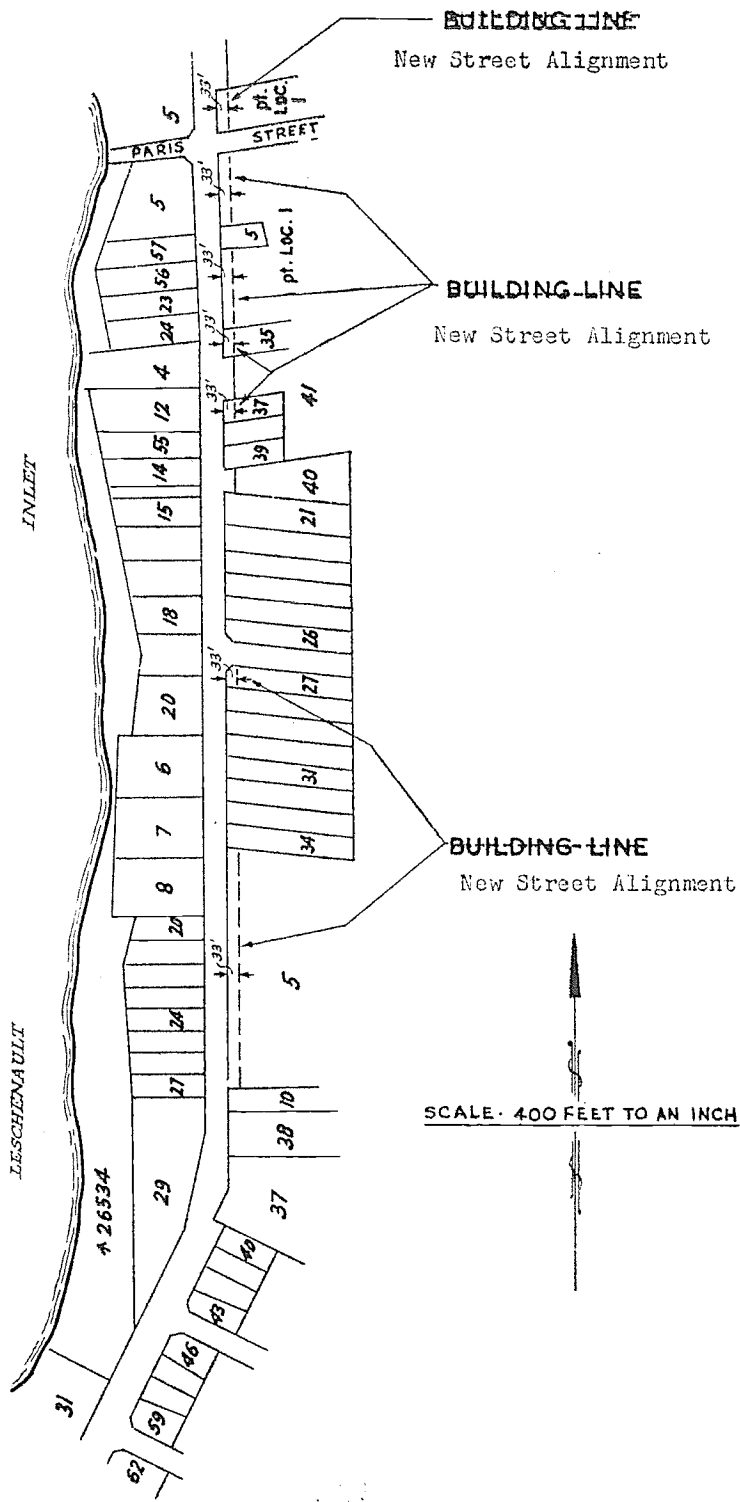
Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

Schedule.







## LOCAL GOVERNMENT ACT, 1960.

The Municipality of the Shire of Canning.

By-laws Amending By-laws Classifying South, Central, North and West Wards.

L. G. 539/66.

IN pursuance of the powers conferred upon it by the abovementioned Act and all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 1st February, 1966, to make and submit for confirmation by the Governor, the following By-laws:—

The By-laws of the Shire of Canning published in the *Government Gazette* on the 13th February, 1957, as amended from time to time thereafter, be amended as follows:—

The Sixth Schedule (Special Business Zone "A")—Service Stations is amended by the addition thereto of the following—

Lynwood Avenue: Portion of Canning Location 21 being Lot 213.

The Fifth Schedule (Business Zones) is amended by the addition thereto of the following—

Lynwood Avenue: Portion of Canning Location 21 and being Lot 214.

Dated this 21st day of November, 1966.

The Common Seal of the Shire of Canning was hereunto affixed by authority of a resolution of the Council in the presence of—

[L.S.]

E. CLARK,  
President.

N. DAWKINS,  
Shire Clerk.

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

## LOCAL GOVERNMENT ACT, 1960.

The Municipality of the Shire of York.

By-laws Relating to York War Memorial Swimming Pool.

L.G. 606/66.

IN pursuance of the powers conferred upon it by the abovementioned Act and of all other powers enabling it, the Council of the abovementioned Municipality hereby records having resolved on the 9th day of September, 1966 to make and submit for confirmation by the Governor of the following by-laws:—

1. In these by-laws subject to the context—

"Council" means York Shire Council;

"Manager" means the manager of the York Swimming Pool appointed for the time being by the York Shire Council to have control of the said pool;

"Pool" means the York Swimming Pool and all land and buildings pertaining thereto;

"Season" means the period of the consecutive months in which the Pool is open to the public and agreed upon from time to time by the Council.

2. The Pool shall be called the "York War Memorial Pool" and shall be open for the public use for such periods and at such times as the Council may in its absolute discretion from time to time decide, and such periods and



such times shall be clearly indicated upon a notice board at the entrance to the said Pool.

3. No person shall, without the express permission of the Council or the manager, enter the Pool save through the turnstile erected at the entrance for the purpose and upon payment of the prescribed admission fee.

4. The Council may in any year approve of the issue of season tickets or tokens and all persons wishing to obtain such season tickets or tokens granting admission to the Pool for any one stipulated season may obtain such tickets or tokens upon application to the manager upon payment of the prescribed fee. Such season tickets or tokens shall be offered for inspection to the attendant when used to obtain admission to the Pool. Season tickets or tokens are not transferable and such a ticket may be used only by the person in whose name the same is issued. A list of all season ticket holders shall be kept at the Pool and the attendant shall refuse admission to a person seeking the same and using any such ticket or token if the attendant reasonably believes that the person so seeking admission is not the person to whom such tickets or token was issued.

5. The charges to be made for admission to the Pool shall be as specified hereunder:—

Each Session—		\$
Adults (15 years and over) ....	0.20	
Children (under 15 years) ....	0.05	
Season Tickets—		
Adults (15 years and over) ....	8.00	
Children (under 15 years) ....	3.00	
Family Tickets—		
Family (with children under 15 years of age) ....	10.00	
Each child under 15 years ....	3.00	
Free Admission. Children under school age if accompanied by a responsible Attendant—Free.		

6. (a) No person over the age of five years shall appear in public on the Pool premises unless sufficiently clad to preserve decency.

(b) No person shall enter the Pool without first using the cleansing shower-baths provided on the premises, in which shower-baths the use of soap is permitted.

7. No person shall dress or undress or remove any part of his or her clothing or bathing costume except in the dressing shed or enclosure provided for that purpose.

8. Should any person appear in public in such a condition as to be, in the opinion of the manager or person for the time being in charge of the Pool, indecently or unsuitably clad, the manager or such other person shall direct that he or she shall resume his or her ordinary clothing and such direction shall be complied with forthwith.

9. No person shall enter the Pool whilst in an intoxicated condition whether such condition is induced by liquor, drugs or otherwise, and no person shall bring into the Pool premises any spirits, drugs or intoxicating liquors or have any of same in his or her possession therein.

10. No person shall use any soap in any part of the Pool premises other than in the dressing rooms or shower recess.

11. No person shall in any part of the Pool premises behave in an unseemly, improper, disorderly, riotous or indecent manner, swear or use any indecent, obscene, offensive or abusive language or gamble or misconduct himself or herself.

12. No person shall climb up to or on to any portion of the roof, fences, walls, partitions or other portions of the Pool premises.

13. No person shall, in the dressing rooms or elsewhere in the Pool premises, wastefully use the water or leave any taps dripping.

14. No person shall spit or expectorate in the Pool or on the concourse or any other part of the Pool premises or in any way commit any nuisance on or in any part of such premises.

15. No person whilst in the Pool shall use any substance or preparation whereby the water thereof may become discoloured or rendered turbid or otherwise unfit for the proper use of bathers.

16. No person shall eat in or take into a dressing shed or enclosure any food of any kind whatsoever.

17. No person shall foul or pollute water in any shower, bath or in the Pool, or soil, damage, injure, destroy, use improperly, disfigure or write in or upon any dressing room, closet or compartments, or other part of the Pool premises or any furniture or other article or equipment therein.

18. No person shall at any time carelessly or negligently injure, improperly use or interfere with any taps, locks, valves, lockers or other fittings or appliances in or about the Pool or discharge litter of any description on, in or about the Pool, or bring or deposit any filth or rubbish onto or in the Pool.

19. No male person shall enter any portion of the Pool premises set apart exclusively for females and no females shall enter any portion of the Pool premises set apart exclusively for males. Nor shall any person without the consent of the occupier enter or attempt to enter any bathroom or dressing box or other compartment which is already occupied.

20. No person shall smoke unless permitted by the manager in any building, dressing room or other compartment in the Pool premises.

21. No person upon the Pool premises shall in any way interfere with any other person therein or such lastmentioned person's use thereof, nor throw or push nor attempt to throw or push any person into the Pool, or throw any stones, sticks or any other matter or thing, to the annoyance of any other person using the Pool premises.

22. No person or group of persons shall play any ball games or take any action whatsoever which shall in any way limit the enjoyment of the users of the Pool or the premises at such time or times as the Pool premises shall be in general public use: Provided that this shall not apply to the playing of any games or aquatic sports specially organised and conducted on the Pool premises by any club or persons at such time or times as shall be approved by the Council.

23. No person shall whilst suffering from any contagious, infectious or cutaneous disease, or whilst in an unclean condition, enter or use or attempt to enter or use the Pool or the Pool premises or any part thereof.

24. Persons entering the Pool premises may deposit valuables with the manager or person for the time being in charge thereof upon payment of the sum of five cents, but under no circumstances whatever will the Council or its employees accept liability should such valuables or any part of them be lost, stolen, damaged or otherwise interfered with whilst in the custody of the manager or such person for the time being in charge thereof or of the Council.

25. Every person using the Pool premises shall obey all reasonable directions of the manager or other person for the time being in charge.

26. No person shall in any way obstruct the manager or person for the time being in charge of the Pool premises or interfere with or hinder the manager or his assistants in the performance of their duties.

27. No person being the owner of any dog or other animal shall cause or allow such dog or animal to enter, loiter or remain in or about the precincts of the Pool or the Pool premises.

28. (a) Every person finding in the Pool any article which may have been left or lost therein shall immediately deliver the same to the manager or to the person for the time being in charge of the Pool premises, who

shall thereupon register a description of such article and all particulars relating thereto in a book which shall be kept for that purpose, and any person claiming any such article and who satisfies the said manager or such other person that he or she is the lawful owner of the same shall have such article returned upon signing for the same in the book abovementioned.

(b) The manager or other person for the time being in charge of the Pool premises shall report to the Shire Clerk (at least once every week) regarding lost property and produce the said book for inspection by the Shire Clerk.

(c) The Council shall not under any circumstances incur any liability in respect of articles lost or left in the Pool premises or stolen from any person whilst on the Pool premises.

(d) All articles left in the Pool and not claimed within a period of six calendar months shall be disposed of by the Council in any manner it thinks proper.

29. (a) Any person, club, association or organisation conducting any carnival held at the Pool premises shall be responsible for the conduct of the competitors and spectators during such carnivals and shall be bound to see that there is no overcrowding and that no damage is done to the buildings or fencing or any other portion of the Pool premises, and further, that each and everyone of the by-laws is strictly observed by all competitors, officials and spectators attending such carnivals.

(b) At all swimming carnivals held at the Pool the competitors shall wear proper and approved bathing costumes.

(c) Every person, club, association or organisation to whom the Pool is let on hire for the purpose of holding a swimming carnival shall, at least two weeks before the proposed date of such carnival, forward to the Shire Clerk a copy of such programme of events as it is desired shall be competed for thereat and of any games or sports proposed to be then conducted. Any item on such programme of which the Council does not approve shall be struck out or altered in such manner as the Council may in its absolute discretion see fit.

(d) Every person, club, association or organisation conducting any carnival shall pay to the Council in respect to such carnival a sum equal to 50 per cent. of the admission proceeds, with a minimum of \$21 for each five hours during which the pool is so used.

30. (a) No person shall for reward or profit teach, coach or train any person in the Pool premises except with the consent in writing of the Council first had and obtained.

(b) The Council may in its absolute discretion give such consent absolutely or subject to such conditions as it deems fit and the Council may in its absolute discretion at any time withdraw such consent.

31. (a) Any person offending against any of the provisions contained in these by-laws shall upon conviction be liable to a penalty not exceeding \$40.

(b) Any person who shall infringe any of the provisions of these by-laws or who shall permit any breach thereof may be summarily removed from the Pool or the premises or any part thereof by the manager or other person for the time being in charge of the Pool premises or by any other officer appointed from time to time for that purpose by the Council, or may be arrested by such manager, other person or officer and given into the custody of a police officer.

(c) The manager or other person for the time being in charge of the Pool premises may refuse to admit to such premises any person who shall have been convicted of wilfully disobeying or infringing or breaching any of the provisions of these by-laws until such time as the Council or the manager may decide that such person shall be admitted.

(d) The Council may issue a written direction to the manager that any person named in such direction shall not be admitted to the Pool or to the Pool premises and whilst such direction remains in force the manager or such other person for the time being in charge of the Pool premises shall not admit

such person to the Pool premises or suffer him or her to be therein, and such person shall not with knowledge that such direction is in force enter or attempt to enter the Pool.

The Common Seal of the Shire of York was hereunto affixed this 9th day of September, 1966, by the President in the presence of—

[L.S.]

R. C. T. DAVIES,  
President.  
H. N. HALEY,  
Shire Clerk.

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 21st day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

CEMETERIES ACT, 1897.

Karrakatta Cemetery Board.

Karrakatta General Cemetery By-laws.

L.G. 100/66.

HIS Excellency the Governor in Executive Council acting under the provisions of the Cemeteries Act, 1897, has been pleased to approve of the by-laws made by the Karrakatta Cemetery Board (as Trustees of the Karrakatta Public Cemetery) as set out in the schedule hereunder.

Schedule.

1. The By-laws made by the Karrakatta Cemetery Board (as Trustees of the Karrakatta Public Cemetery) under the provisions of the Cemeteries Act, 1897, published in the *Government Gazette* of the 17th November, 1944, and amended from time to time are referred to in these by-laws as the principal by-laws.

2. The Principal By-laws are amended as under:—

Item 9, Line 5—Delete "Old Age and Invalid Pensioners, upon production of Pension Card—£8 12s. 6d." and substitute "Old Age Invalid and Service Pensioners upon production of Pension Card—\$17.25".

The By-law set out in the above schedule was made by the Karrakatta Cemetery Board at a duly convened meeting of the Board held on the 13th day of October, 1966.

H. L. DOWNE,  
Chairman.  
W. MANNERS,  
Secretary,

Recommended—

L. A. LOGAN,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 7th day of December, 1966.

W. S. LONNIE,  
Clerk of the Council.

## PETROLEUM ACT, 1936-1954.

Mines Department,  
Perth, 7th December, 1966.

HIS Excellency the Governor in Executive Council, acting under the provisions of the Petroleum Act, 1936-1954, has been pleased to make the regulations set out in the Schedule hereunder.

I. R. BERRY,  
Under Secretary.

## Schedule.

## Regulations.

1. In these regulations the regulations made under the Petroleum Act, 1936-1954, published in the *Government Gazette* on the 23rd April, 1937 as amended by a notice published in the *Government Gazette* on the 5th April, 1962, are referred to as the principal regulations. Principal regulations.

2. The Schedule to the principal regulations is amended by substituting for Lease Form No. 1, at the end of the Schedule, the following Form:— Schedule amended.

## PETROLEUM ACT, 1936.

Western Australia.

## PETROLEUM LEASE.

Lease Form No. 1.

Lease No.

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Australia and Her other Realms and Territories Queen, Head of the Commonwealth, Defender of The Faith: To all to whom these Presents shall come GREETING:

\* (A) KNOW YE THAT WHEREAS by section 55 of the Petroleum Act, 1936 (hereinafter referred to as "the Act") power is given to the Governor of our State of Western Australia, to grant leases of land for the purpose of obtaining petroleum, subject to the provisions of the Act and the regulations:

AND WHEREAS a company duly incorporated under the provisions of the Companies Acts of the State of and having its registered office in the said State of and situate at (hereinafter called "the Lessee" which term shall where the context permits extend to and include its permitted assigns) has made application for a lease of the land hereinafter described for such purpose, and our said Governor has approved of the granting of such lease: NOW WE, in consideration of the rent and covenants hereinafter reserved, and on the part of the Lessee to be paid and observed, DO BY THESE PRESENTS GRANT AND DEMISE unto the Lessee all that piece or parcel of land containing by measurement square miles or thereabouts, and particularly described and delineated in the First Schedule hereto: And all petroleum in, on, or under the said land (hereinafter called "the leased premises") together with the rights, liberties, easements, advantages and appurtenances thereto belonging or appertaining, (B) BUT SUBJECT NEVERTHELESS to the following exceptions and reservations—

- (a) any right, title estate or interest in on over or with respect to the whole or any portion of the leased premises existing at the date of notification of the approval of the application for this lease in the *Government Gazette* while such right title estate or interest whether granted by Us or by or pursuant to any statute shall subsist and not be renewed;
- (b) any portion of the leased premises which is now or hereinafter used or required for any public works buildings or purposes whatsoever;

\* In the case of a lease granted under S. 55A of the Act, delete the passage between (A) and (B) and substitute therefor the passage at the end of this lease marked, "For insertion in Section 55A Lease".

- (c) a power to authorise mining on the leased premises under the provisions of the Mining Act, 1904 for any purpose other than the production or obtaining petroleum but not such as to interfere with or encroach upon or endanger the petroleum operations of the Lessee;
- (d) the right to Us Our heirs and successors and to the public of ingress to and egress from the leased premises and to remain thereon for such period as in the circumstances is reasonable: PROVIDED THAT the same does not unduly prejudice or interfere with the Lessee's operations hereunder and PROVIDED FURTHER that subject to the reservations hereinbefore mentioned the Lessee shall during the first year from the date of the said notification have the exclusive use of those portions of the leased premises above low water mark as the Lessee shall advise the Minister in writing as being required by the Lessee for construction purposes and thereafter as the Lessee shall reasonably require from time to time for the conduct of its operations and for the safety thereof;
- (e) the public rights of navigation and of fishing and the respective rights ancillary thereto in on or over any portion of the leased premises which is below high water mark other than those parts thereof occupied from time to time by the Lessee's installations and other improvements made or constructed pursuant to or incidental to the said purpose of obtaining petroleum from the leased premises; and
- (f) to any right granted to a third party by or pursuant to an agreement made by or on behalf of the State with that party relating to industrial development within the State subject however to the Minister ensuring that the third party agrees to pay to the Lessee such fair and reasonable compensation in respect of any loss or damage to the Lessee resulting from the granting of such rights as shall be mutually agreed by the third party and the Lessee or if so required by the Lessee as shall be determined by arbitration pursuant to the Arbitration Act, 1895.

TO HOLD the leased premises and all and singular the premises hereby demised subject as aforesaid UNTO the Lessee for the full term of 21 years from the day of notification of the approval of the application for this lease in the *Government Gazette* for the purpose only of obtaining petroleum thereon, in accordance with the provisions of the Act and regulations and for such other purposes as are incidental thereto YIELDING AND PAYING therefore rent at the rate of \_\_\_\_\_ DOLLARS per square mile, or portion of a square mile, per annum in advance the first payment payable on the day of the said notification of approval and the subsequent payments on each anniversary of that day during the said term: AND WE DO HEREBY DECLARE that this lease is subject to the observance and performance by the Lessee of the following covenants agreements and conditions, that is to say:—

1. THAT the Lessee shall during the term of this lease pay rent in the amount, in the manner and at the times provided by the Act or the regulations.

2. (1) THAT the Lessee shall pay to the Crown royalty at the rate of \_\_\_\_\_ per centum of the gross value of all crude petroleum casinghead petroleum spirit and natural gas produced or obtained from the leased premises during each year of the said term. For the purposes of this subclause the gross value of the products mentioned herein shall be such gross value as shall from time to time at intervals of not less than twelve months be mutually agreed upon by the Minister and the Lessee, or, in default of such agreement, as shall be determined by reference to arbitration under the provisions of the Arbitration Act, 1895.

(2) SUCH royalty shall not be payable in respect of—

- (a) casinghead petroleum spirit or natural gas, which is unavoidably lost or is returned to the natural reservoir;

(b) crude petroleum, casinghead petroleum spirit or natural gas, which is used by the Lessee for the purposes of mining operations hereunder as approved by the Minister;

(c) any natural gas or product thereof which is not sold.

(3) THERE shall be set off against the amount of royalty payable in any year the amount of the rent paid by the Lessee in respect of that year; and where the amount of rent so paid exceeds the amount of royalty so payable, no royalty shall be payable in that year.

3. THAT the Lessee shall work the leased premises in accordance with recognised oilfield practice and in compliance with the regulations unless exemption or partial exemption is granted in such manner as may be prescribed and subject thereto will—

(a) (if petroleum has been discovered in the leased premises) with all reasonable diligence and adequate expenditure proceed to develop the leased premises as a producer of oil in accordance with accepted procedures (but with regard to proper conservation factors) and in so doing will drill such wells and erect and install such plant as is usual and proper in such development and as a careful and prudent operator would drill erect and install in order to obtain reasonably full production of petroleum therefrom notwithstanding that it may be more economic to the Lessee to cease or slow down production thereon because of factors or interests existing or contemplated in or with respect to places outside the State of Western Australia; and

(b) (if petroleum has not been discovered in the leased premises) with all reasonable diligence and adequate expenditure and in accordance with practice and regulations as aforesaid proceed to explore for and if and when discovered exploit and produce petroleum from the leased premises.

4. THAT so long as any petroleum or any produce thereof obtained from the leased premises can be consumed in Australia the Lessee shall, if so required by the Minister use its best endeavours to ensure that the petroleum and product thereof shall be disposed of—only for consumption in Australia.

5. THAT if so required by the Minister the Lessee shall at the option of the Lessee refine or cause to be refined, or offer for sale for refining—

(i) in the State within a time to be mutually agreed between the Minister and the Lessee;

(ii) elsewhere in Australia;

such of the petroleum produced from the leased premises under this lease as is required for consumption in Australia: Provided that such requirement shall not extend to any production of petroleum of a nature which would not normally be refined.

6. THAT the Lessee unless prevented by circumstances beyond its powers and control will use the leased premises continuously and *bona fide* exclusively for the purpose for which it is demised and in accordance with the Act and regulations.

7. THAT the Lessee will comply with all the provisions of the Act and the regulations.

8. THAT the Lessee shall permit the Minister and officers authorised by him in that behalf at all reasonable times to have access to the leased premises and the buildings installations and plant situated thereon and to all books and records of the Lessee relating to the leased premises and the operations carried on thereon for the purpose of examining and inspecting the same and the Lessee shall also permit any officer appointed by the Minister to have access at all reasonable times to the books and accounts of the leased premises and to examine the same for the purpose of ascertaining the amount of royalty payable in respect of the products obtained therefrom.

9. THAT the Lessee will not assign, underlet or part with the possession of the leased premises or any part thereof or of any interest of the Lessee thereunder, without the previous written consent of the Minister, or of an officer acting with the authority of the Minister which consent shall not be unreasonably withheld.

10. THAT the Lessee shall at all times take such reasonable measures as may be necessary to prevent its operations on the leased premises unnecessarily damaging the flora and fauna thereon.

11. THAT the Lessee shall at all times duly and punctually observe perform and comply with the provisions of all statutes now or hereafter in force and all regulations by-laws and ordinances for the time being in force made thereunder so far as the same are applicable to the leased premises or any operations carried on thereon.

12. THAT when and as often as the Lessee intends to make construct or lay a loading point, installation, telephone line power line, water point or other improvement (if any) which the Minister may from time to time specify in on or under the leased premises the Lessee shall give to the Minister written notice of the proposed location thereof and where reasonably practicable will obtain his written consent before commencing any such work as aforesaid and will give such further information as the Minister may from time to time reasonably require in respect of the same or any of them: Provided however that the consent of the Minister shall not be unreasonably withheld.

13. THAT the Lessee will comply with all such reasonable instructions as the Minister may from time to time give in writing to the Lessee for securing the safety and health of persons employed in or about the said lease.

14. THAT the Lessee shall within the twelve calendar months next following the expiration or earlier determination (other than for forfeiture) of this lease remove and take away from the leased premises all structures installations machinery equipment tools and materials other than improvements needed for producing wells or for drilling or producing wells on other leases granted under the Act and such other property of the Lessee as the Minister permits to remain on the leased premises.

15. THAT the Lessee will take and exercise all proper and usual precautions and measures to prevent the escape of petroleum from the leased premises and the Lessee's installations pipelines and delivery points thereon or appurtenant thereto.

16. THAT the Lessee shall—

- (a) within three calendar months from the commencement of the term of this lease submit to the Minister a programme of work in respect of the leased premises in reasonable detail for the period of two years next following the grant of this lease. Such programme so far as practicable shall include the estimated date for the commencement of production. The lessee shall also inform the Minister so far as practicable of proposals in respect to the refining within the State of the petroleum produced from the leased premises;
- (b) within three months prior to the expiration of every second year of the lease submit to the Minister its programme of work in respect of the leased premises for the next ensuing two years;
- (c) at all times during the currency of this lease and within a reasonable time after any written request has been made to the Lessee by the Minister for any particular details or plans in respect of any improvement of whatsoever nature proposed made or constructed on in or over the leased premises furnish him with the same.
- (d) duly and punctually carry out each current programme referred to in paragraphs (a) and (b) preceding.



17. THAT the Lessee shall—

- (a) when and as often as the Minister by written notice to the Lessee requires it to prepare and to submit to him for his approval a scheme for the purposes of securing the efficient and economic development of a petroleum pool which extends partly within and partly outside the boundaries of the leased premises and of securing the efficient and economic recovery of petroleum from that pool, on receipt of that notice forthwith commence and thereafter diligently proceed with the preparation of that scheme and submit the same to the Minister within six (6) calendar months from the receipt of that notice;
- (b) from time to time make such alterations and amendments or additions to any of the schemes submitted under this clause as the Minister from time to time reasonably requires;
- (c) duly and punctually carry out respectively each current scheme referred to in this clause strictly in accordance with the same as respectively approved altered amended or added to by the Minister or determined under the Arbitration Act, 1895 as the case may be.

18. THAT consistent with prudent and economic business practices and the applicable requirements of the Commonwealth of Australia relating to the dispositions of the indigenous petroleum the Lessee will use all reasonable efforts to ensure that petroleum produced from the leased premises will be refined within the said State of Western Australia at least to the extent required to satisfy demands from within the State for the refined products.

19. THAT the Lessee shall use all reasonable endeavours to permit the enjoyment of any of the exceptions or reservations hereinbefore referred to by any person entitled thereto.

20. THE parties hereto mutually covenant and agree that if and to the extent (if any) that any portion of the leased premises is part of the sea-bed or subsoil of the continental shelf area (which area if and when defined by a law of the Commonwealth means that area as so defined particularly by an Act the short title of which is or includes "Petroleum (Submerged Lands) Act") the following further provisions will apply, namely—

- (a) That the Lessee shall not at any time within the leased premises without the approval in writing of the Minister (which approval shall not be unreasonably withheld) drill or cause to be drilled any well or hole within one thousand (1,000) feet of the boundary of any other area leased under this Act or the subject of a production license under a law or purported law of the Commonwealth.
- (b) That the Lessee shall at all times duly and punctually comply with observe and perform such reasonable directions as the Minister may from time to time give to it with respect or incidental to navigation fishing and the conservation of the living resources over on or within the waters above the leased premises.
- (c) That the Lessee will at all times take reasonable steps to keep and maintain that part of the surface of the leased premises below high water mark free and clear of all obstructions (not being installations or improvements which the Lessee has made or constructed on the leased premises) which are caused by the actions of the Lessee its agents or contractors or its use of the leased premises and which are prejudicial to or endanger or impede the navigation or reasonable use of the waters above the leased premises.

(d) That any covenants or agreements either expressed or implied in a lease on the part of the Lessor and in favour of the Lessee with respect to the following matters—

- (i) that the Lessor has good title to the leased premises;
- (ii) that the Lessee shall peaceably hold and enjoy the leased premises during the term of the lease without interruption by the Lessor or any person rightfully claiming under or in trust for him, and
- (iii) that the Lessee will enjoy an easement of necessity as appurtenant to the leased premises

are hereby expressly negatived in this lease and are deemed not to be implied herein in favour of the Lessee with respect to the leased premises but subject as aforesaid that the Lessee duly paying the rent hereby reserved and duly and punctually performing and observing all and singular the covenants and agreements on its part herein contained may so far as We Our heirs and successors in right of the State are legally empowered in that behalf and subject to the exceptions reservations terms and conditions hereof peaceably and quietly hold and enjoy the leased premises during the term hereof without any interruption by Us, Our heirs and successors in right of the State or any person claiming through, for or in trust for it.

(e) That if and when during the currency of this lease the Parliaments of the Commonwealth of Australia and of the State of Western Australia respectively legislate with respect to the granting of licenses or other titles for the purposes of exploration for or the exploitation of petroleum resources (which resources if and when defined by a law of the Commonwealth means those resources as so defined as aforesaid) on uniform terms conditions and provisions (which terms conditions and provisions are herein referred to as "Common Code" provisions) then as from the date that legislation comes into operation the covenants agreements and conditions in this lease which are inconsistent with the provisions of that legislation shall cease to have force and effect and the terms conditions and provisions so enacted by that legislation shall in lieu thereof prevail but without prejudice to any covenants agreements and conditions herein contained which are additional to those so enacted in the Common Code provisions AND the Lessee shall if and when so required by the Lessor, surrender this lease conditionally upon being granted a petroleum licence or other appropriate title (if any) under Common Code provisions and the Lessee shall thereupon and thereafter duly and punctually comply with and observe the terms, covenants, conditions and obligations which from time to time shall be imposed or required by or under such provisions.

21. IT IS HEREBY MUTUALLY AGREED AND DECLARED—

(a) That in the event of any breach by the Lessee of any covenant agreement provision or condition on the part of the Lessee herein contained and the Lessee fails to remedy the same within ninety (90) days or within such longer time (if any) as may be permitted by law and may be reasonable having regard to all the circumstances of the case after the Minister shall have given to the Lessee notice in writing to make good the same the Governor may subject to that Act declare this lease void and upon publication of notice of such

declaration in the *Government Gazette* all the estate and interest in the lease of the Lessee and every person claiming under it shall cease and determine And the production of the *Government Gazette* containing a notice as aforesaid shall be conclusive evidence in all courts of a breach of covenant by the Lessee or of other cause sufficient to authorise such declaration And that all the estate and interest in the lease of the Lessee and every person claiming under it have been lawfully determined by re-entry PROVIDED that the Governor may for any cause which he may deem sufficient by any subsequent notice in the *Government Gazette* cancel any notice of voidance cancellation or forfeiture and reinstate the lease for the benefit of the Lessee or any person lawfully claiming under it as of its former estate.

- (b) That a waiver of any breach hereunder shall not prevent the voidance cancellation or forfeiture of this lease or the exercise by the Governor of any other remedy he may have by reason of any other cause or for the same cause occurring at any othertime.
- (c) That in addition to the powers conferred on the Minister by section 20 of the Act it shall be lawful at all times for the Minister—
  - (i) to require the Lessee to consent to the granting of such easements (including easements without dominant tenements) or rights in or over the leased premises as may from time to time be reasonably necessary for the overall development or use of the leased premises; and
  - (ii) to use or permit the use of the leased premises as is reasonably necessary or for the overall development or use thereof.

PROVIDED ALWAYS that no such grant requirement use or permission to use shall be made if such grant requirement use or permission to use (as the case may be) would unduly prejudice the Lessee or unduly interfere with the operations present and then intended of the Lessee under this lease assuming the taking by the Lessee of reasonable steps to avoid any such prejudice or interference.

- (d) That the rights granted hereunder shall to the extent of Our power to make the grants include the exclusive right to explore for by geological and geophysical means, drill for, mine, extract, remove and dispose of all petroleum in, on, or under the said land, together with the right subject to law—
  - (i) to drill water wells on the said lease and use free of cost. and to dispose of water produced from such wells;
  - (ii) to construct or erect and to maintain on the said lease all artificial islands, platforms, fixed or floating structures, sea walls, dredged channels and spaces, buildings, plant, pipelines, reservoirs, tanks, pumping stations, wharves, jetties, terminals and other works and structures necessary for or convenient to the reasonably full enjoyment of the rights granted by this lease subject nevertheless to the concurrence of the Commonwealth of Australia insofar as the same may be necessary;
  - (iii) to use and occupy the said lease for the economical or convenient carrying out of the operations of the Lessee on any other permit licence or lease granted under the Act or under any Act of the Commonwealth of Australia, provided nevertheless that the Lessee

shall give to the Minister prior notice in writing of the nature of any works or structures proposed to be constructed or erected by it (including those mentioned in paragraph (b) preceding) and the proposed location thereof respectively.

- (e) That the Lessee may at any time with the consent of the Governor surrender this lease or any part thereof.
- (f) This lease shall be deemed to be made subject to any delays in the performance of any covenants or obligations under this lease and to the temporary suspension of continuing obligations hereunder which may be occasioned by or arise from circumstances beyond the power and control of the party responsible for the performance of such obligations including delays or any such temporary suspension as aforesaid caused by or arising from Act of God force majeure floods storms tempests washaways fire (unless caused by the actual fault or privity of the Lessee) act of war act of public enemies riots civil commotions strikes lockout stoppages restraint of labour or other similar acts (whether partial or general) shortages of labour or essential materials reasonable failure to secure contractors delays of contractors and inability (common in the oil industry) to profitably sell oil or factors due to overall world economic conditions or factors which could not reasonably have been foreseen PROVIDED ALWAYS that the Lessee shall so far as the Lessee is reasonably able minimise the effect of the said causes as soon as possible after their occurrence.
- (g) Any dispute or difference between the parties arising out of or in connection with this lease or any agreed amendment or variation thereof or agreed addition thereto or as to the construction of this lease or any such amendment variation or addition or as to the rights duties or liabilities of all or any one or more of Us Our heirs and successors the Minister and the Lessee or as to any matter to be agreed upon between the same shall in default of agreement between the same and in the absence of any provisions in this lease to the contrary express or implied be referred to and settled by arbitration under the provisions of the Arbitration Act, 1895.
- (h) That subject to the Act and the regulations for the time being in force the parties to this lease may from time to time by mutual agreement in writing add to vary or cancel all or any of the provisions of this lease for the purpose of more efficiently or satisfactorily implementing or facilitating any of the objectives or purposes of this lease or of the operations of the Lessee hereunder.
- (i) (1) That if—
  - (i) on the expiration of the term of this lease it is not renewed,
  - (ii) the Lessee is then the holder of a licence in respect of a licence area adjacent to the land the subject of this lease, and
  - (iii) the Lessee satisfies the Minister that it requires a lease or other right or interest to or in land above low water mark to enable it to carry on the rights conferred by the Act or by a law of the Commonwealth particularly an Act having or including the short title of the Petroleum (Submerged Lands) Act, on a licensee of a licence

then the Minister will cause a lease under the provisions of the Land Act, 1933 to be granted to the Lessee of such land for a term concurrent with the current term of that licence or any extension thereof at such rental and on such terms and conditions as the Minister and the Lessee from time to time agree and in default of agreement as determined by arbitration as hereinafter provided.

- (2) In this paragraph, unless the contrary intention appears, the expressions "licence" and "licence area" have the same meanings respectively as those expressions respectively have in a law of the Commonwealth particularly if and when applicable in the Petroleum (Submerged Lands) Act (Commonwealth).
- (j) In this lease, unless the context otherwise requires—
- "Australia" includes the whole of the Commonwealth of Australia, including any territory governed by the Commonwealth (meaning in this lease the Commonwealth of Australia) under mandate or trusteeship;
  - "casinghead petroleum spirit" means any liquid hydrocarbons obtained from natural gas by separation or by any chemical or physical process;
  - "Common Code" means the Common Code referred to in clause 20 hereof;
  - "drilling" means the perforation of the earth's surface crust by mechanical means not involving the descent of workmen into the hole caused by such perforation and whether such hole is vertical inclined or horizontal. The term also includes all operations for preventing collapse of the sides of the hole made by drilling or for preventing such hole from being filled with extraneous materials including water and "drill" and other derivatives have a corresponding meaning;
  - "gas" means natural gaseous hydrocarbons, whether associated with oil or not;
  - "Minister" means the Minister for Mines;
  - "natural gas" means gas obtained from bore holes and consisting primarily of hydrocarbons;
  - "Petroleum" includes all naturally occurring hydrocarbons in a free state, whether solid, liquid, or gaseous and oxidation products thereof, which are contained in the rocks of the earth's crust and which are capable of extraction therefrom by purely mechanical methods not involving the application of heat or chemical processes;
  - "producing well" means a bore hole drilled with the object of obtaining petroleum from a petroleum deposit;
  - "prescribed" means prescribed by the Act or by the regulations;
  - "regulations" means the regulations made and for the time being in force under the Act;
  - "the Act" means the Petroleum Act, 1936 and all amendments thereof for the time being in force and also any Act passed in substitution therefore or in lieu thereof;
  - "the Arbitration Act, 1895" means the Arbitration Act, 1895 and all amendments thereof for the time being in force and also any Act passed in substitution therefor or in lieu thereof;

“the Mining Act, 1904” means the Mining Act, 1904 and all amendments thereof for the time being in force and also any Act passed in substitution therefor in lieu thereof and any regulations made and for the time being in force thereunder;

“the State” means the State of Western Australia.

FOR INSERTION IN SECTION 55A LEASE.

KNOW YE THAT WHEREAS the Minister pursuant to paragraph (b) of subsection (2) of section 55A of the Act has in writing notified (Insert name and address of Lessee) (hereinafter called “the Lessee” which term where the context permits shall extend to and include its permitted assigns) being the person who under the Act held the licence to prospect the land hereinafter described and delineated in the First Schedule hereto (hereinafter called “the leased premises”), of the terms and conditions upon which the leased premises are to be disposed of and which terms and conditions are set out in the Second Schedule hereto.

AND WHEREAS the Lessee, having first right to acquire the leased premises upon those terms and conditions, has subject to and in accordance with the provisions of the Act notified the Minister in writing of its decision to acquire a lease of the leased premises.

AND WHEREAS power is given to the Governor of our State of Western Australia to grant leases of land for the purpose of obtaining petroleum subject to the provisions of the Act and the regulations.

NOW WE, in consideration of the premises and of the rent and covenants hereinafter reserved, and on the part of the Lessee to be paid and observed and by virtue of the provisions of the Act DO BY THESE PRESENTS GRANT AND DEMISE unto the Lessee ALL THAT the leased premises containing by measurement square miles or thereabouts: And all petroleum in, on, or under the leased premises together with the rights, liberties, easements, advantages and appurtenances thereto belonging or appertaining,

In a lease under section 55A of the Act the following additional covenant shall be inserted—

10 (a) That the Lessee will at all times duly and punctually observe perform and comply with the terms and conditions (if any) determined under section 55A of the Act and set out in the Second Schedule hereto.

FIRST SCHEDULE.

Plan.

SECOND SCHEDULE.

(Only applicable for insertion in a 55A Lease.)

IN WITNESS whereof We have caused Our Minister for Mines to affix his seal and set his hand hereto at Perth in the State of Western Australia this day of 196 and the Common Seal of the Lessee has been affixed hereto this day of 196 .

SIGNED SEALED AND DELIVERED by THE HONOURABLE ARTHUR FREDERICK GRIFFITH, M.L.C. in the presence of—

THE COMMON SEAL of (Lessee) was hereunto affixed in the presence of—

## HAIRDRESSERS REGISTRATION ACT, 1946-1965.

Department of Labour,  
Perth, 21st December, 1966.

HIS Excellency the Governor in Executive Council, acting pursuant to the powers conferred by the Hairdressers Registration Act, 1946-1965, has been pleased to approve of the regulations made by the Hairdressers Registration Board of Western Australia under and for the purposes of that Act as set out in the schedule hereunder to take effect on and after the 1st January, 1967.

C. A. REEVE,  
Secretary for Labour.

Schedule.  
Regulations.

Principal Regulations. 1. In these regulations the Hairdressers Registration Regulations, 1965, published in the *Government Gazette* on the 21st July, 1965, as amended by a notice published in the *Government Gazette* on the 6th January, 1966 are referred to as the principal regulations.

Reg. 26 substituted. 2. Regulation 26 of the principal regulations is revoked and the following regulation substituted:—

26. There shall be paid to the Board the following fees:—

	\$
By every candidate for examination in any number of subjects for one prescribed class of hairdressing	6.30
For registration and renewal of registration as a principal	6.25
For registration and renewal of registration as an employee	1.75
For any certificate of registration of any employee	0.25
For any other certificate	1.05
For transfer of registration from an employee to principal or from principal to employee	1.00
For voluntary suspension or for reinstatement of registration	1.00

## PLANT DISEASES (REGISTRATION FEES) ACT, 1941-1958.

Department of Agriculture,  
South Perth, 7th December, 1966.

HIS Excellency the Governor in Executive Council, acting pursuant to the provisions of the Plant Diseases Act, 1914-1966 read with the Plant Diseases Registration Fees Act, 1941-1958, has been pleased to make the regulations set forth in the schedule hereunder.

T. C. DUNNE,  
Director of Agriculture.

Schedule.  
Regulations.

Principal regulations. 1. In these regulations the Orchard Registration Regulations, 1959, published in the *Government Gazette* on the 6th April, 1959, and amended from time to time thereafter by notices published in the *Government Gazette*, are referred to as the principal regulations.

Reg. 8 substituted. 2. Regulation 8 of the principal regulations is revoked and the following regulation is substituted:—

8. These regulations do not apply to orchards that are, for the time being, exempt from the provisions of section 8 of the Act, pursuant to subsection (6) of that section.

## ABATTOIRS ACT, 1909-1964.

Department of Agriculture,  
South Perth, 21st December, 1966.

HIS Excellency the Governor in Executive Council, acting pursuant to the provisions of the Abattoirs Act, 1909-1964, has been pleased to make the regulations set forth in the Schedule hereunder.

T. C. DUNNE,  
Director of Agriculture.

Schedule.  
Regulations.

Principal regulations. 1. In these regulations the regulations made under the provisions of the Abattoirs Act, 1909-1964, to operate and have effect in the Metropolitan District, published in the *Government Gazette* on the 14th April, 1938, and amended from time to time thereafter by notices published in the *Government Gazette*, are referred to as the principal regulations.

Reg. 19 substituted. 2. Regulation 19 of the principal regulations is revoked and the following regulation substituted:—

19. The fees to be charged for slaughtering of stock at the abattoirs (inclusive of inspection and 24 hours' free storage in the chilling rooms) shall be as follows:—

	Per Head.
	\$
(i) Cattle—	
From 201-249 lb. dressed weight ... ..	4.08
From 250-400 lb. dressed weight ... ..	4.86
From 401-600 lb. dressed weight ... ..	5.67
Over 600 lb. dressed weight ... ..	6.52
(ii) Calves—	
Up to 100 lb. dressed weight ... ..	1.11
From 101-149 lb. dressed weight ... ..	1.48
From 150-200 lb. dressed weight ... ..	3.09
(iii) Sheep ... ..	0.66
(iv) Lambs ... ..	0.60
(v) Pigs—	
Suckers—up to 22 lb. dressed weight ... ..	0.41
From 23-110 lb. dressed weight ... ..	1.43
From 111-179 lb. dressed weight ... ..	1.74
Over 179 lb. dressed weight ... ..	2.06

	Per Head.
	\$
(i) Bulls 300 lb. and over (chilled weight) and genuine stags ... ..	0.78
(ii) Tubercular and/or gangrenous cattle ... ..	0.78
(iii) Tubercular, injured or septic calves ... ..	0.39
	Per 100.
	\$
(iv) Rams and genuine stags ... ..	15.00
(v) Ram lambs 50 lb. and over (chilled weight) ... ..	15.00
(vi) Injured, maggoty, daggy, downer, objectionably crippled, objectionably wet or dirty sheep or lambs ... ..	7.50
(vii) Full wool sheep ... ..	7.50
(viii) Sheep over 62 lb. (chilled weight) ... ..	7.50

## Agistment Charges.

The fees to be charged for agistment of live-stock at the abattoirs (after the first 24 hours) shall be as follows:—

	Per Head
	Per Day.
	\$
(i) Cattle (based on 16 lb. hay per head per day) ... ..	0.20
(ii) Sheep, lambs and pigs (based on 2 lb. chaff per head per day for sheep and 1½ lb. crushed wheat per head per day for pigs) ... ..	0.05.

Reg. 23 revoked and substituted. 3. Regulation 23 of the principal regulations is revoked and the following regulation substituted:—

23. The fees to be charged for the salting of hides at the abattoirs shall be as follows:—

	Each.
	\$
Cattle ... ..	0.35
Calves ... ..	0.17.