

Government Gazette

OF

WESTERN AUSTRALIA

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PERTH: FRIDAY, 8 MARCH

T1985

Credit Act 1984. PROCLAMATION

WESTERN AUSTRALIA By His Excellency Professor Gordon Reid, Governor GORDON REID, in and over the State of Western Australia and Governor. [L.S.]

PURSUANT to section 2 of the Credit Act 1984, I, the Governor, acting with the advice and consent of the Executive Council, do hereby fix 31 March 1985 as the day on which the provisions of the Credit Act 1984, other than section 91 (3), shall come into operation.

Given under my hand and the Public Seal of the said State, at Perth, on 6 March 1985.

By His Excellency's Command,

PETER DOWDING, Minister for Consumer Affairs.

GOD SAVE THE QUEEN!

Acts Amendment and Repeal (Credit) Act 1984. PROCLAMATION

WESTERN AUSTRALIA By His Excellency Professor Gordon Reid, Governor GORDON REID,

Governor.

[1, S.1]

JBy His Excellency Professor Gordon Reid, Governor the State of Western Australia and its Dependencies in the Commonwealth of Australia.

PURSUANT to section 2 of the Acts Amendment and Repeal (Credit) Act 1984, I, the Governor, acting with the advice and consent of the Executive Council, do hereby fix 31 March 1985 as the day on which the

provisions of the Acts Amendment and Repeal (Credit) Act 1984 shall come into operation.

Given under my hand and the Public Seal of the said State, at Perth, on 6 March 1985.

By His Excellency's Command,

PETER DOWDING, Minister for Consumer Affairs.

GOD SAVE THE QUEEN!

AT a meeting of the Executive Council held in the Executive Council Chamber at Perth this 19th day of February, 1985, the following Order in Council was authorised to be issued.

Water Boards Act 1904. Harvey Water Board. ORDER IN COUNCIL.

P.W.W.S. 1027/32.

WHEREAS notwithstanding section 93 of the Water Boards Act 1904, a Water Board may with the approval of the Governor, and within such limit as the Governor may from time to time determine, make and levy in any year a rate not exceeding fifteen (15) cents in the dollar on the annual rateable value of the land rated.

Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, hereby approves the making and levying of a rate not exceeding fourteen and a half (14.5) cents in the dollar by the Harvey Water Board for the year ending 31 December 1985.

R. G. COOPER, Clerk of the Council. Department of the Premier and Cabinet, Perth, 6 March 1985.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has been pleased to approve of the administration of Departments, Authorities, Statutes and Votes being placed under the control of the respective Ministers as set out hereunder.

R. G. COOPER, Clerk of the Council.

PREMIER AND CABINET, TREASURER, MINISTER CO-ORDINATING ECONOMIC AND SOCIAL DEVELOPMENT, and MINISTER FOR WOMEN'S INTERESTS.

Premier and Cabinet:

Departments and Authorities:

Agent General's Office, London Department of the Premier and Cabinet Executive Council Government Motor Garage Governor's Establishment Official Representative, Tokyo Public Service Board Royal and other Commissions of Inquiry Rural and Industries Bank

Alteration of Statutory Designations Act Armorial Bearings Protection Act Constitution Act
Constitution Act Amendment Act Metric Conversion Act
Public Authorities (Contributions) Act
Public Service Act
Royal Commissions Act
Royal Commissions Act
Royal Commissions Act Rural and Industries Bank Act Industries Assistance Act Unauthorised Documents Act

Treasurer:

Departments and Authorities:

Audit Department Motor Vehicle Insurance Trust Superannuation Board Treasury Department State Government Insurance Office Western Australian Development Corporation

Appropriation (Consolidated Revenue Fund) Appropriation (General Loan Fund) Act Audit Act Borrowings for Authorities Act Loan Act Motor Vehicle (Third Party Insurance) Act Motor Vehicle (Third Party Insurance Sur-

charge) Act
Public Moneys Investment Act
Salaries and Allowances Act
Superannuation Act

Superannuation and Family Benefits Act Supply Act State Government Insurance Office Act

Economic and Social Development:

Departments and Authorities:

Department of Economic Development Western Australian Overseas Projects Authority

Statutes:

Northern Mining Corporation (Acquisition) Act Western Australian Development Corporation Act Western Australian Overseas Projects Authority Act

Women's Interests:

Statutes:

Equal Opportunity Act

DEPUTY PREMIER, and MINISTER FOR INDUSTRIAL DEVELOPMENT, SMALL BUSINESS, TECHNOLOGY, COMMUNICATION AND DEFENCE LIAISON.

Deputy Premier:

Departments and Authorities:

State Tender Board

State Tender Board Act

Industrial Development, Small Business, Technology and Communications:

Departments and Authorities:

Department of Computing and Information Technology
Department of Industrial Development Industrial Lands Development Authority Science, Industry and Technology Council Small Business Development Corporation Technology Development Authority Technology Directorate Western Australian Film Council

Albany Woollen Mills Ltd Agreement Act Industrial Lands Development Authority Act Industrial Lands (CSBP and Farmers Ltd) Agreement Act
Industrial Lands (Kwinana) Agreement Act
Industrial Lands (Maddington) Agreement Act Industry (Advances) Act Inventions Act Paper Mill Agreement Act
Small Business Development Corporation Act
Small Business Guarantees Act
Technology Development Act
Wesply (Dardanup) Agreement Act
Western Australian Products Symbol Act Wood Chipping Industry Agreement Act

Defence Liaison:

Departments and Authorities: Office of Defence Liaison

Statutes:

Discharged Servicemen's Badges Act

ISTER FOR TOURISM, RACING AND GAMING, and LEADER OF THE GOVERN-MENT IN THE LEGISLATIVE COUNCIL. MINISTER

Tourism:

Departments and Authorities: Tourism Commission Rottnest Island Board

Statutes:

Western Australian Tourism Commission Act

Racing and Gaming:

Departments and Authorities:

Licensing Court Lotteries Commission Totalisator Agency Board

Statutes:

Betting Control Act Bookmakers Betting Tax Act Casino Control Act
Kalgoorlie and Boulder Racing Clubs Act
Kalgoorlie Country Club (Inc.) Act Liquor Act Liquor Licensing (Moratorium) Act Lotteries (Control) Act Lotto Act Racecourse Development Act Racing Restriction Act 1917 Racing Restriction Act 1927 Soccer Football Pools Act Totalisator Agency Board Betting Act
Totalisator Agency Board Betting Tax Act
Western Australian Greyhound Racing Association Act

Western Australian Trotting Association Act Western Australian Turf Club Act Western Australian Turf Club (Property) Act

ATTORNEY GENERAL, MINISTER FOR BUDGET MANAGEMENT and MINISTER FOR PRISONS.

Attorney General:

Departments and Authorities: Corporate Affairs Office Crown Law Department District Court Family Court Legal Aid Commission Law Reform Commission Local Courts
Petty Sessions Courts Probation and Parole Service Public Trustee Registrar General Solicitor General Supreme Court

Statutes:

Acts Amendment (Asbestos Related Diseases) Administration Act Age of Majority Act Anglican Church of Australia Act Anglican Church of Australia (Swanleigh Land and Endowments) Act Associations Incorporation Act Bail Act Bills of Sale Act Business Names Act Change of Names Regulation Act Charitable Trusts Act Commonwealth Places (Adminis Commonwealth (Administration of Laws) Act Laws) Act
Companies (Administration) Act
Companies (Application of Laws) Act
Companies (Acquisition of Shares) (Application of Laws) Act
Companies (Co-operative) Act
Companies (Western Australia) Code
Company Take-overs Act
Confederation of Western Australia Industry (Inc.) Act Coroners Act
Constitutional Powers (Coastal Waters) Act
Crimes (Offences at Sea) Act
Criminal Code Act
Criminal Injuries Compensation Act Crown Suits Act Debtors Act Declarations and Attestations Act
District Court of Western Australia Act
Domicile Act?
Escheat (Procedure) Act
Evidence Act
Family Court Act
Foreign Judgments (Reciprocal Enforcement) Ăct Highways (Liability for Straying Animals) Inheritance (Family and Dependants Provision) Act Interpretation Act Juries Act Justices Act Law Reform Commission Act Law Reporting Act Legal Aid Commission Act Legal Contribution Trust Act Legal Practitioners Act Legal Representation of Infants Act Legislative Review and Advisory Committee Act
Limited Partnerships Act
Listening Devices Act
Local Courts Act
Marketable Securities Transfer Act Money Lenders Act
Newspaper Libel and Registration Act
Official Prosecutions (Defendants' Costs) Act

Offenders Probation and Parole Act Off-shore (Application of Laws) Act Parole Orders (Transfer) Act

Presbyterian Church Act Prevention of Cruelty to Animals Act

Perth and Tattersall's Bowling and Recreation
Club (Inc.) Act

Property Law Act
Public Notaries Act
Public Trustee Act
Real Property (Foreign Governments) Act
Recording of Proceedings Act
Registration of Births, Deaths and Marriages Act Registration of Identity of Persons Act Reprints Act Reprints Act
Reprinting of Acts Authorisation Act
Reprinting of Regulations Act
Restraint of Debtors Act
Sale of Land Act
Securities Industry Act
Securities Industry (Application of Laws) Act
Securities Industry (Release of Sureties) Act
Securities General Act Solicitor General Act State Hotels (Disposal) Act Statute Law Revision Act Stipendiary Magistrates Act Suitors Fund Act
Supreme Court Act
Trustees Act
Uniting Church in Australia Act
Wills Act

Budget Management:

Departments and Authorities: Government Print Government Stores Miscellaneous Services State Taxation Western Australian Government Functional Review Committee

Statutes:

Anzac Day Act Business Franchise (Tobacco) Act Charitable Collections Act Death Duty Act
Death Duty Assessment Act
Distressed Persons Relief Trust Act
Financial Institutions Duty Act
Judges Salaries and Pensions Act Land Tax Act Land Tax Assessment Act Land Valuation Tribunals Act Lamidation Act
Limitation Act
Parliamentary Superannuation Act
Payroll Tax Act
Pay Roll Tax Assessment Act
Pensioner (Rates Rebates and Deferments) Act Stamp Act Street Collections (Regulation) Act Totalisator Act
Totalisator Duty Act
Totalisator Regulation Act
Unclaimed Moneys Act Valuation of Land Act

Prisons:

Departments and Authorities: Prisons Department

Statutes:

Prisoners (Interstate Transfer) Act Prisons Act

VISTER FOR WATER RESOURCES, and PARLIAMENTARY AND ELECTORAL REFORM, and LEADER OF THE HOUSE.

Water Resources

Departments and Authorities: Bunbury Water Board Busselton Water Board
Harvey Water Board
Metropolitan Water Authority
Public Works—Country Water Supplies

Statutes:

Country Areas Water Supply Act Country Towns Sewerage Act Land Drainage Act
Metropolitan Water Authority Act
Metropolitan Water Supply, Sewerage, and Drainage Act

Metropolitan Water Supply, Sewerage, and
Drainage Board (Validation) Act

Millstream Station Acquisition Act Rights in Water and Irrigation Act Water Boards Act Water Supply Act Water Supply, Sewerage and Drainage Act Western Australian Water Resources Council Act

Parliamentary and Electoral Reform:

Departments and Authorities:

Electoral Department

Statutes:

Electoral Act Electoral Districts Act Referendums Act

MINISTER FOR POLICE AND EMERGENCY SERVICES, and LOCAL GOVERNMENT.

Police and Emergency Services:

Departments and Authorities:

Police Department National Safety Council State Emergency Service

Western Australian Fire Brigades Board

Statutes:

Contraceptives Act Firearms Act Fire Brigades Act Inquiry Agents Licensing Act
Marine Stores Act
Misuse of Drugs Act
Motor Vehicle Drivers Instructors Act Police Act Police Act
Police Assistance Compensation Act
Public Meetings and Processions Act
Road Traffic Act
Security Agents Act
Speargun Control Act

Local Government:

Departments and Authorities:

Cemetery Boards Department of Local Government Keep Australia Beautiful Council Western Australian Local Government Grants Commission

Cemeteries Act Control of Vehicle (Off-road areas) Act Dividing Fences Act Dog Act Litter Act
Local Government Act (Other Than Division I
of Part XII) Local Government Grants Act Local Government Superannuation Act

MINISTER FOR THE ENVIRONMENT, FORESTS, MULTI-CULTURAL AND ETHNIC AFFAIRS, and THE ARTS

The Environment:

Departments and Authorities:

Department of Conservation and Environment Environmental Protection Authority
Leschenault Inlet Management Authority
National Parks Authority Peel Inlet Management Authority Swan River Management Authority Waterways Commission

Statutes:

East Perth Cemetery Act Environmental Protection Act National Parks Authority Act Waterways Conservation Act

Forests:

Departments and Authorities: Forests Department

Statutes:

Forests Act Sandalwood Act Timber Industry Regulation Act

Multi-Cultural and Ethnic Affairs:

Departments and Authorities: Multi-Cultural and Ethnic Affairs Commission

Multi-Cultural and Ethnic Affairs Act

The Arts:

Departments and Authorities:

Library Board of Western Australia National Trust Perth Theatre Trust Western Australian Art Gallery Board Western Australian Arts Council Western Australian Museum

Art Gallery Act Censorship of Films Act Indecent Publications and Articles Act Library Board of Western Australia Act Maritime Archaeology Act
Museum Act
National Trust of Australia (W.A.) Act
Perth Theatre Trust Act
St Catherine's Hall, Greenough Act
Western Australian Arts Council Act

MINISTER FOR AGRICULTURE, FISHERIES AND WILDLIFE, and MINISTER ASSISTING THE MINISTER FOR FORESTS.

Agriculture:

Departments and Authorities: Agriculture Protection Board Dairy Industry Authority of Western Australia Department of Agriculture Dried Fruits Board Rural Adjustment Authority Shippers Delivery Board The Grain Pool of W.A. The Herd Improvement Service of W.A. The Honey Pool of Western Australia The Metropolitan Market Trust The Veterinary Surgeons Board The Western Australian Egg Marketing Board The Western Australian Lamb Marketing

Board The Western Australian Meat Commission The Western Australian Meat Indus Meat Industry Authority The Western Australian Potato Marketing Board The Western Australian Wheat Board

Statutes:

Abattoirs Act Aerial Spraying Control Act Agricultural Products Act Agriculture Protection Board Act Agriculture and Related Resources Protection Act Argentine Ant Act Artificial Breeding of Stock Act Bee Industry Compensation Act Bee Industry Compensation Act
Beekeepers Act
Bulk Handling Act
Carnarvon Banana Industry (Compensation
Trust Fund) Act
Cattle Industry Compensation Act
Chicken Meat Industry Act
Dairy Industry Act
Dried Fruits Act
Exotic Stock Diseases (Eradication Fund) Act
Fertilizers Act

Fertilizers Act Fruit Growing Industry (Trust Fund) Act Fruit Growing Reconstruction Scheme Act Grain Marketing Act Herd Improvement Service Act Honey Pool Act

Margarine Act Marketing of Eggs Act
Marketing of Lamb Act
Marketing of Potatoes Act
Marketing of Lamb and Hogget Act
Metric Conversion (Grain and Seed Marketing) Act

Metropolitan Market Act
Ord River Dam Catchment Area (Straying
Cattle) Act
Pig Industry Compensation Act
Plant Diseases Act
Potato Growing Industry Trust Fund Act
Poultry Industry Trust Fund Act

MINISTER FOR EDUCATION, and PLANNING.

Education:

Departments and Authorities:

Country High School Hostels Authority
Education Department
Government School Teachers Tribunal
Hedland College
Kalgoorlie College
Karatha College
Murdoch University
Public Education Endowment Trust
Rural Youth Movement Council
Secondary Education Authority
Tertiary Institution Service Centre
University of Western Australia
Western Australian College of Advanced
Education
Western Australian Institute of Technology
Western Australian Post Secondary Education
Commission

Statutes:

Colleges Act
Country High School Hostels Authority Act
Education Act
Government School Teachers Arbitration and
Appeal Act
Murdoch University Act
Murdoch University Planning Board Act
Public Education Endowment Act
Rural Youth Movement Act
Secondary Education Authority Act
University of Western Australia Act
Western Australian College of Advanced
Education Act
Western Australian Institute of Technology
Act
Western Australian Post Secondary Education
Commission Act

Planning:

Departments and Authorities:

Board of Valuers
Joondalup Development Corporation
Metropolitan Region Planning Authority
Town Planning Appeal Committee
Town Planning Appeal Tribunal
Town Planning Department

Statutes:

Joondalup Centre Act
Metropolitan Regional Improvement Tax Act
Metropolitan Region Town Planning Scheme
Act
Secret Harbour Management Trust Act 1984
Tourist Development (Secret Harbour) Agreement Act
Town Planning and Development Act

MINISTER FOR HEALTH.

Health:

Departments and Authorities:

Health Department of Western Australia Western Australian Alcohol and Drug Authority

Statutes:

Alcohol and Drug Authority Act Anatomy Act Animal Resources Authority Act Chiropodists Act Chiropractors Act
Clean Air Act
Co-opted Medical and Dental Services for the
Northern Portion of the State Act
Cremation Act
Dental Act
Fluoridation of Public Water Supplies Act
Health Act
Health Education Council Act
Health Legislation Administration Act
Hospital Fund Act
Hospital Fund Act
Human Tissue and Transplant Act
Medical Act
Mental Health Act
Mental Institution Benefits (Commonwealth
and State Agreement) Act
Narrogin Hospital Act
Noise Abatement Act
Nurses Act
Occupational Therapists Act
Optical Dispensers Act
Optical Dispensers Act
Optometrists Act
Perth Dental Hospital Land Act
Pharmacy Act
Physiotherapists Act
Poisons Act
Psychologists Registration Act
Public Dental Hospital Land Act
Queen Elizabeth II Medical Centre Act
Radiation Safety Act
Sale of Tobacco Act
University Medical School Teaching Hospitals
Act

MINISTER FOR WORKS, and LANDS AND SURVEYS:

Works:

Departments and Authorities:

Building Management Authority
Public Works (Harbours and Rivers and
Acquisition of Land)
State Engineering Works

Statutes

Architects Act
Public Works Act
State Engineering Works Act
State Trading Concerns Act

Lands and Surveys:

Departments and Authorities:

Bush Fires Board Department of Lands and Surveys Kings Park Board Land Titles Office Zoological Gardens Board

Statutes:

Bush Fires Act
Caves House Disposal Act
City of Perth Endowment Lands Act
Closer Settlement Act
Esperance Lands Agreement Act
Industrial Development (Resumption of Land)
Act
Irrigation (Dunham River) Agreement Act
Land Act
Licensed Surveyors Act
Local Government Act (Division (1) of Part
XII only)
Northern Developments Pty. Limited Agreement Act
Parks and Reserves Act
Registration of Deeds Ordinances Act
Reserve (Woodmans Point-Jervoise Bay) Act
Reserve (Concert Hall) Act
Reserve and Road Closure Acts (Various)
Strata Titles Act
Transfer of Land Act
War Service Land Settlement Scheme Act
Zoological Gardens Act

MINISTER FOR MINERALS AND ENERGY, and MINISTER ASSISTING THE MINISTER CO-ORDINATING ECONOMIC AND SOCIAL DEVELOPMENT.

Minerals:

Departments and Authorities:

Department of Mines

The Perth Mint

Western Australian Mining and Petroleum Research Institute

Department of Resources Development

Statutes:

Alumina Refinery Agreement Act

Alumina Refinery (Mitchell Plateau) Agree-

ment Act

Alumina Refinery (Muchea) Agreement Act Alumina Refinery (Pinjarra) Agreement Act Alumina Refinery (Wagerup) Agreement Act Alumina Refinery (Worsley) Agreement Act Broken Hill Proprietary Company's Integrated
Steel Works Agreement Act

Broken Hill Proprietary Company Limited Agreements (Variation) Act

Broken Hill Proprietary Steel Industry Agree-

ment Act
Cement Works (Cockburn Cement Limited)

Agreement Works (Cockburn Cement Limited)
Agreement Act
Coal Miner's Welfare Act
Coal Mines Regulation Act
Coal Mine Workers (Pensions) Act
Coal Mining Industry Long Service Leave Act
Collie Coal (Griffin) Agreement Act
Collie Coal (Western Collieries) Agreement

Collie Coal (Western Collieries and Dampier)

Agreement Act
Dampier Solar Salt Industry Agreement Act
Diamond (Argyle Diamond Mines Joint
Venture) Agreement Act
Evaporites (Lake MacLeod) Agreement Act
Exmouth Gulf Solar Salt Industry Agreement Act

Explosives and Dangerous Goods Act

Government Agreements Act

Iron and Steel Industry Act Iron Ore (Cleveland Cliffs) Agreement Act Iron Ore (Dampier Mining Company Limited)

Agreement Act
Iron Ore (Goldsworthy-Nimingarra) Agreement Act

Iron Ore (Hamersley Range) Agreement Act Iron Ore (Hanwright) Agreement Act Iron Ore (McCamey's Monster) Agreement

Authorisation Act

Iron Ore (Mount Bruce) Agreement Act Iron Ore (Mount Goldsworthy) Agreement

Act

Iron Ore (Mount Newman) Agreement Act Iron Ore (Murchison) Agreement Authorisation Act

Iron Ore (Nimingarra) Agreement Act
Iron Ore (Rhodes Ridge) Agreement Authorisation Act

Iron Ore (Scott River) Agreement Act
Iron Ore (Tallering Peak) Agreement Act
Iron Ore (The Broken Hill Proprietary
Company Ltd) Agreement Act
Iron Ore (Wittenoom) Agreement Act

Lake Lefroy Salt Industry Agreement Act
Leslie Solar Salt Industry Agreement Act
Mine Workers' Relief Act
Mineral Sands (Allied Eneabba) Agreement

Act

Mineral Sands (Western Titanium) Agreement

Act Miners' Phthisis Act Mines Regulation Act

Mining Act

Mining Act
Mining and Petroleum Research Act
North West Gas Development (Woodside)
Agreement Act
Nickel (Agnew) Agreement Act
Nickel Refinery (Western Mining Corporation
Limited) Agreement Act
Nuclear Activites Regulation Act

Oil Refinery Industry (Anglo-Iranian Oil Company Limited) Act

Perth Mint Act

Petroleum Act

Petroleum Pipelines Act

Petroleum (Registration Fees) Act
Petroleum (Submerged Lands) Act
Petroleum (Submerged Lands) Registration

Fees Act
Poseidon Nickel Agreement Act
Shark Bay Solar Salt Industry Agreement Act
Nuclear Activities Regulation Act

Enabling Act
The Broken Hill Proprietary Company Limited
(Export of Iron Ore) Act
Uranium (Yeelirrie) Agreement Act

Western Australian Coal Industry Tribunal

Act
Wood Distillation and Charcoal Iron and Steel

Industry Act Wundowie Charcoal Iron Industry Sale Agree-

ment Act

Energy:

Departments and Authorities:

Solar Energy Research Institute of Western

Australia

The State Energy Commission of Western

Australia

Statutes:

City of Perth Electricity and Gas Purchase Act

Electricity Act
Fremantle Electricity Undertaking Agreement

Act
Fremantle Gas and Coke Company's Act
Fuel, Energy and Power Resources Act
Gas Standards Act
Gas Undertakings Act
Liquid Petroleum Gas Act
Liquefied Petroleum Gas Subsidy Act
Petroleum Products Subsidy Act
Solar Energy Research Act

Solar Energy Research Act State Energy Commission Act State Energy Commission (Validation) Act

MINISTER FOR HOUSING, YOUTH AFFAIRS, THE AGED, COMMUNITY SERVICES, SPORT AND RECREATION, and MINISTER WITH SPECIAL RESPONSIBILITY FOR ABORIGINAL AFFAIRS.

Housing:

Departments and Authorities:
Government Employees Housing Authority Industrial and Commercial Employees Housing

Authority
Registry Building Societies
Rural Housing Authority
State Housing Commission
Urban Land Council

Statutes:

Building Societies Act

Commonwealth-State Housing Agreement

(Servicemen) Act

Co-operative and Provident Societies Act Credit Unions Act Friendly Societies Act Government Employees Housing Act

Housing Act
Housing Agreement (Commonwealth and
State) Act
Housing Loan Guarantee Act
Industrial and Commercial Employees Housing

Act Rural Housing (Assistance) Act State Housing Death Benefit Scheme Act

Youth Affairs, the Aged, and Community Services:

Departments and Authorities: Department for Community Welfare

Statutes:

Adoption of Children Act Child Welfare Act Community Welfare Act Welfare and Assistance Act

Sport and Recreation:

Departments and Authorities:

Department of Youth, Sport and Recreation

Aboriginal Affairs:

Departments and Authorities:

Aboriginal Affairs Planning Authority Aboriginal Sites Department

Statutes:

Aboriginal Affairs Planning Authority Aboriginal Communities Act Aboriginal Heritage Act

MINISTER FOR EMPLOYMENT AND TRAINING, INDUSTRIAL RELATIONS, and CONSUMER

Employment and Training:

Departments and Authorities:

Department of Employment and Training

Industrial Training Act

Industrial Relations:

Departments and Authorities:

Department of Industrial Affairs Public Service Arbitrator
Office of Industrial Relations
Western Australian Industrial Commission
Workers Assistance Commission

Statutes:

Bread Act Construction Safety Act
Employment Agents Act
Factories and Shops Act
Government Employees (Promotions Appeal
Board) Act
Hairdressers Registration Act

Industrial Arbitration Act Long Service Leave Act

Machinery Safety Act Occupational Health, Safety and Welfare Act 1984

Public and Bank Holidays Act Salaries and Wages Freeze Act Shearer's Accommodation Act Sunday Entertainments Act Trade Unions Act Truck Act

Western Australian Tripartite Labour
Consultative Council Act
Wheat Products (Prices Fixation) Act
Workers Compensation and Assistance Act
Workers Compensation Supplementation Fund

Act

Consumer Affairs:

Departments and Authorities:

Builders Registration Board Commercial Tribunal Department of Consumer Affairs Finance Brokers Supervisory Board Hire Purchase Licensing Tribunal Insurance Brokers Licensing Board Land Valuers Licensing Board Motor Vehicle Dealers Licensing Board Painters Registration Board Real Estate and Business Agents Supervisory Board Settlement Agents Supervisory Board Small Claims Tribunals

Auction Sales Act
Builders Registration Act
Clothes and Fabrics (Labelling and Sales) Act
Commercial Tribunal Act
Consumer Affairs Act Credit (Administration) Act Credit Act
Debt Collectors Licensing Act Disposal of Uncollected Goods Act Door to Door (Sales) Act

Finance Brokers Control Act General Insurance Brokers and Agents Act Hire Purchase Act
Land Valuers Licensing Act
Motor Vehicle Dealers Act
Painters Registration Act Pawnbrokers Act
Petroleum Retailers Rights and Liabilities Act
Petroleum Products Pricing Act Petroleum Products Pricing Act
Pyramid Sales Schemes Act
Real Estate and Business Agents Act
Secondhad Dealers Act
Settlement Agents Act
Small Claims Tribunals Act
Trade Associations Registration Act
Trade Descriptions and False Advertisements
Act Act Trading Stamp Act Unsolicited Goods and Services Act Weights and Measures Act

MINISTER FOR AGRICULTURE, FISHERIES AND WILDLIFE, and MINISTER ASSISTING THE MINISTER FOR FORESTS.

Departments and Authorities: Agriculture Protection Board Agriculture Protection Board
Dairy Industry Authority of Western Australia
Department of Agriculture
Dried Fruits Board
Rural Adjustment Authority
Shippers Delivery Board
The Grain Pool of W.A.
The Hend Improvement Service of W.A.
The Honey Pool of Western Australia The Honey Pool of Western Australia
The Metropolitan Market Trust
The Veterinary Surgeons Board
The Western Australian Egg Marketing Board
The Western Australian Lamb Marketing Board Western Australian Meat Commission Western Australian Meat The Industry

Authority Western Australian Potato Marketing

The Western Australian Wheat Board

Statutes:

Abattoirs Act Aerial Spraying Control Act Agricultural Products Act Agriculture Protection Board Act Agriculture and Related Resources Protection Argentine Ant Act Artificial Breeding of Stock Act Bee Industry Compensation Act Beekeepers Act
Bulk Handling Act
Carnarvon Banana Industry (Compensation Carnaryon Banana Industry (Compensation Trust Fund) Act
Cattle Industry Compensation Act
Chicken Meat Industry Act
Dairy Industry Act
Dried Fruits Act
Exotic Stock Diseases (Eradication Fund) Act
Fertilizers Act Fertilizers Act
Fruit Growing Industry (Trust Fund) Act
Fruit Growing Reconstruction Scheme Act
Grain Marketing Act Herd Improvement Service Act Herd Improvement Service Act
Honey Pool Act
Margarine Act
Marketing of Eggs Act
Marketing of Lamb Act
Marketing of Potatoes Act
Marking of Lamb and Hogget Act
Metric Conversion (Grain and Seed Marketing) Metropolitan Market Act Ord River Dam Catchment Area (Straying Cattle) Act
Pig Industry Compensation Act
Plant Diseases Act
Potato Growing Industry Trust Fund Act
Poultry Industry Trust Fund Act

Referenda on Proposals for Marketing Wheat, Oats and Barley Act Royal Agricultural Society Act Rural Industries Assistance Act Rural Reconstruction and Rural Adjustment Schemes Act Seeds Act Sheepskins (Draft Allowance Prohibition) Act Skeleton Weed and Resistant Grain Insects (Eradication Funds) Act Soil and Land Conservation Act Soil Fertility Research Act State Trading Concerns Act Amendment Act 1968 Stock (Brands and Movement) Act
Stock Diseases (Regulations) Act
Veterinary Preparations and Animal Feeding
Stuffs Act
Veterinary Surgeons Act
Western Australian Meat Industry Authority Wheat Marketing Act 1984 Wild Cattle Nuisance Act Wool (Draft Allowance Prohibition) Act

Fisheries and Wildlife:

Departments and Authorities:
Department of Fisheries and Wildlife Statutes:

Fisheries Act Fish Farming (Lake Argyle) Development Agreement Act Oyster Fisheries Act
Pearling Act
Whaling Act
Wildlife Conservation Act

MINISTER FOR TRANSPORT, and REGIONAL DEVELOPMENT AND THE NORTH WEST WITH SPECIAL RESPONSIBILITY FOR "BUNBURY 2000"

Transport:

Departments and Authorities: Albany Port Authority Bunbury Port Authority
Department of Marine and Harbours
Co-ordinator General of Transport
Esperance Port Authority Fremantle Port Authority Geraldton Port Authority Main Roads Department
Metropolitan Transport Trust
Port Hedland Port Authority
Taxi Control Board
The Western Australian Government Railways Commission Transport Commission
Western Australian Coastal Shipping Commission

Statutes:

Albany Port Authority Act Bunbury Port Authority Act Carriers Act Carrier's Act
City of Perth Parking Facilities Act
Civil Aviation (Carriers' Liability) A
Eastern Goldfields Transport Act
Esperance Port Authority Act
Esperance Port Authority Lands Act
Fremantle Port Authority Act
Geraldton Port Authority Act
Government Railways Act
Harbours and Letties Act Harbours and Jetties Act Jetties Act
Lights (Navigation Protection) Act
Main Roads Act
Marine and Harbours Act
Marine Navigational Aids Act
Metropolitan (Perth) Passenger Transport Trust Act
Midland Railway Act
Midland Railway Co. Acquisition Act
Perth Regional Railway Act
Pilots Limitation of Liability Act
Port Hedland Port Authority Act
Prevention of Pollution of Waters by Oil Act Railways Classification Board Act Railways Discontinuance and Land Revestment Act Railway Standardisation Agreement Act Railways (Standard Gauge) Construction Act Sea Carriage of Goods Act Shipping and Pilotage Act State Transport Co-ordination Act
Taxi Cars (Co-ordination and Control) Act Transport Act
Unleaded Petrol Act 1984 Western Australian Coastal Shipping Commission Act Western Australian Marine Act Western Australian Marine (Sea Dumping) Act Wreck Act

Regional Development and the North West:

Departments and Authorities:

Department of Regional Development and the North West South West Development Authority

Statutes:

South West Development Authority Act

Western Australia.

FINANCE BROKERS CONTROL ACT 1975.

(Sections 24 and 27.)

Application for Finance Brokers Licence by Individual.

To: The Registrar, Finance Brokers Supervisory Board. I, JOHN CAMPBELL NICHOLSON, of 4/66 Johnston Street, Mosman Park 6012, hereby apply for a Finance Brokers Licence under the Finance Brokers Control Act 1975. My address for service of notices in respect of this application is 18th Floor, 140 St. George's Terrace, Perth.

Dated this 26th day of February, 1985.

(Signed) J. C. NICHOLSON.

Appointment of Hearing.

I hereby appoint 3 April 1985 at 9 o'clock in the forenoon as the time for hearing the foregoing application at the Offices of the Finance Brokers Supervisory Board, 600 Murray Street, West Perth.

C. A. FITZGERALD, Registrar, Finance Broker's Supervisory Board.

Objection to the granting of this licence shall be in the approved form and may be served on the applicant and the Registrar at any time prior to seven days before the date appointed for the hearing.

Western Australia.

FINANCE BROKERS CONTROL ACT 1975.

(Sections 24 and 27.)

Application for Finance Brokers Licence by Individual.

To: The Registrar, Finance Brokers Supervisory Board. I, ROSEMARY ELIZABETH GOODE of 4/66 Johnston Street, Mosman Park 6012, hereby apply for a Finance Brokers Licence under the Finance Brokers Control Act 1975. My address for service of notices in respect of this application is 18th Floor, 140 St. George's Terrace, Perth.

Dated this 26th day of February, 1985.

(Signed) R. E. GOODE.

Appointment of Hearing.

I hereby appoint 3 April 1985 at 9 o'clock in the forenoon as the time for hearing the foregoing application at the Offices of the Finance Brokers Supervisory Board, 600 Murray Street, West Perth.

C. A. FITZGERALD, Registrar, Finance Brokers Supervisory Board.

Objection to the granting of this licence shall be in the approved form and may be served on the applicant and the Registrar at any time prior to seven days before the date appointed for the hearing.

Western Australia.

FINANCE BROKERS CONTROL ACT 1975.

(Sections 24 and 29.)

Application for Finance Brokers Licence by Corporate Body.

To: The Registrar, Finance Brokers Supervisory Board. SEALCORP LIMITED hereby applies for a Finance Brokers Licence under the Finance Brokers Control Act 1975. The address for service of notices in respect of this application is 18th Floor, 140 St. George's Terrace, Perth.

Dated this 26th day of February, 1985.

(Signed) J. C. NICHOLSON, Director.

Appointment of Hearing.

I hereby appoint 3 April 1985 at 9 o'clock in the forenoon as the time for hearing the foregoing application at the Offices of the Finance Brokers Supervisory Board, 600 Murray Street, West Perth.

C. A. FITZGERALD, Registrar, Finance Brokers Supervisory Board.

Objection to the granting of this licence shall be in the approved form and may be served on the applicant and the Registrar at any time prior to seven days before the date appointed for the hearing.

Western Australia.

FINANCE BROKERS CONTROL ACT 1975.

(Sections 24 and 29.)

Application for Finance Brokers Licence by Corporate Body.

To: The Registrar, Finance Brokers Supervisory Board. ROY WESTON LTD hereby applies for a Finance Brokers Licence under the Finance Brokers Control Act 1975. The address for service of notices in respect of this application is 4 Thelma Street, West Perth.

Dated this 27th day of February, 1985.

(Signed) D. C. PARK, Director.

Appointment of Hearing.

I hereby appoint 3 April 1985 at 9 o'clock in the forenoon as the time for hearing the foregoing application at the Offices of the Finance Brokers Supervisory Board, 600 Murray Street, West Perth.

C. A. FITZGERALD, Registrar, Finance Brokers Supervisory Board.

Objection to the granting of this licence shall be in the approved form and may be served on the applicant and the Registrar at any time prior to seven days before the date appointed for the hearing.

Crown Law Department, Perth, 8 March 1985.

THE Honourable Attorney General has approved the appointment of the following persons as Commissioner for Declarations under the Declarations and Attestations Act 1913:—

Allen, Douglas John; Darkan. Balestra, Frank; Highgate. Banfield, Harold William; Daglish. Bladen, Kenneth John; Floreat Park. Decke, Russell Owen; Balga. Dziuba, Richard Miroslaw; Bunbury. Fragapane, Manuel Eduardo; Duncraig. Harrison, Barry Michael; Kingsley. Heycock, David Rhys; Dalkeith. Hine, Graham; Kingsley. Hocking, Joyce Mary; Duncraig. Howe, Donald Archibald; Cottesloe. Italiano, Joseph; Girrawheen. Jarvis-Spinks, Kathleen Margaret; Duncraig. Klashorst, Terttu Anneli; Ferndale. Knowles, Michele Anne; South Perth. Lavender, Ray Harding; Williams. McMaster, Jacqueline; Hillarys. Moroney, David Edward; Lynwood. O'Malley, Darryl Patrick; Como. Sgro, Joseph Anthony; Hamilton Hill. Shilkin, Alan John; Dianella. Smith, Maureen Margaret; Bunbury. Stedman, Ian Rodney; Forrestfield. Stobbs, George Edward; Booragoon. Tomazin, Anthony Andrew; Ballajura. Walton, Treena; Lynwood. Weir, Raymond John; Girrawheen. Whelan, Wendy; Nollamara.

> D. G. DOIG, Under Secretary for Law.

Crown Law Department, Perth, 8 March 1985.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has:—
Approved of the following appointments to the Commission of the Peace for the State of Western Australia.

Peter Laurence Alvin, of Lot 1008, Sorghum Place, Kununurra and Argyle Diamond Mines, Argyle Minesite, Kununurra.

Cyril Gordon Bourke, of 36 Woodloes Street, Cannington and Painters and Decorators Union, of 82 Beaufort Street, Perth.

John Edward Ford, of 113 Guildford Road, Bassendean and 68 Garrett Road, Bayswater.

Frank John Genovese, of 5 Garland Way, Trigg and 56 Edward Street, East Perth.

David Blake Giles, of 17 Louise Street, Nedlands and Repatriation General Hospital, Monash Avenue, Nedlands.

Arthur Ivor Guest, of 82 John Street, Salmon Gums. David Sinclair Jones, of 17 Haig Road, Attadale and Elders IXL Ltd, 111 St. George's Terrace, Perth.

Robert Gilmore Kimpton, of 27 Glover Street, Dianella and Repatriation General Hospital, Monash Avenue, Nedlands.

Kerry George Shanahan, of Windell Avenue, Wittenoom and Fortescue Air Charter, Second Avenue, Wittenoom.

D. G. DOIG, Under Secretary for Law.

CREDIT ACT 1984. CREDIT REGULATIONS 1985.

ARRANGEMENT.

Reg.

- 1. Citation.
- 2. Commencement.
- 3. Interpretation.
- 4. Amounts prescribed in relation to definition of "account charge".
- 5. Exclusion from definition of "credit sale contract".
- 6. Goods prescribed as farm machinery.
- 7. Statutory rebate in relation to prescribed insurance charges.
- 8. Transfer of proceedings from Tribunal to Court.
- 9. Prescribed method for calculation of accrued credit charge.
- 10. Form of mortgage of goods.
- 11. Notice for credit sale and loan contracts.
- 12. Statement for credit sale and loan contracts.
- 13. Notice for add-on contracts.
- 14. Applicable method of determining annual percentage rate.
- 15. Unilateral variation of credit sale and loan contracts.
- 16. Statement for continuing credit contracts.
- 17. Information in default notice.
- 18. Notice after taking possession of mortgaged goods.
- 19. Notice in bills of exchange taken as security.
- 20. Descriptive terms to be used in certain documents.
- 21. Particulars of insurance.
- 22. Notice of intended proceedings against guarantor.
- 23. Statement for guarantor under contract of guarantee.
- 24. Person authorized to certify assignment of will, etc.
- 25. Prescribed requirements for print and type in documents.
- 26. Prescribed requirements for reproduction of print or type.
- 27. Lay-out of certain documents.
- 28. Charges to be included in amount financed.

Schedules.

CREDIT ACT 1984.

CREDIT REGULATIONS 1985.

MADE by His Excellency the Governor in Executive Council.

Citation.

1. These regulations may be cited as the Credit Regulations 1985.

Commence-

. These regulations shall come into operation on 31 March 1985.

Interpreta-

3. (1) In these regulations, unless the context otherwise requires—
"form" means a form in Schedule 1;

"the Act" means the Credit Act 1984.

- (2) Where a form suggests or requires the insertion of information in a blank space, that form shall be a form in compliance with this regulation only when each item of information is inserted as suggested or required.
- (3) Notwithstanding that a form includes the words "an independent body", the substitution of the words "the Commercial Tribunal of Western Australia" for the words "an independent body" when using the form is not a failure to comply with this regulation.

Amounts prescribed in relation to definition of "account charge".

- 4. For the purposes of the definition of "account charge" in section 5 (1) of the Act, the amount of—
 - (a) \$150 is prescribed in relation to paragraph (a) of that definition; and
 - (b) \$75 is prescribed in relation to paragraph (b) of that definition.

Exclusion from definition of "credit sale contract".

- 5. A contract is not a credit sale contract within the meaning of section 5 (1) of the Act where, under or in relation to the contract—
 - (a) a charge is not made or cannot be made for the provision of credit;
 - (b) the amount paid or payable by the debtor does not exceed the cash price of the goods or services within the meaning of paragraph (b) of the definition of "cash price" in section 5 (1) of the Act;
 - (c) a mortgage to secure the payment of a debt or other pecuniary obligation, or the performance of any other obligations, under the contract is not given and is not required to be given;
 - (d) a contract of insurance is not entered into and is not required to be entered into; and
 - (e) a contract of guarantee in respect of the obligations of the debtor is not entered into and is not required to be entered into.

Goods prescribed as farm machinery.

- 6. The following goods are prescribed as farm machinery for the purposes of the Act-
 - (a) a boat in respect of which a boat licence has been or is to be issued under the Fisheries Act 1905; and
 - (b) any implement, apparatus or device for taking or facilitating the taking of fish under a professional fisherman's licence issued under the Fisheries Act 1905.

Statutory rebate in relation to prescribed insurance charges.

- 7. For the purposes of paragraph (b) of the definition of "statutory rebate" in section 5 (1) of the Act—
 - (a) the prescribed insurance charges are-
 - (i) amounts referred to in clause 1 (e) (iv), (v), (vi) and (vii) of Schedule 2 to the Act;
 - (ii) amounts referred to in clause 1 (b) (iii), (iv), (v) and (vi) of Schedule 4 to the Act; and

(iii) amounts referred to in clause 1 (k) (iii), (iv), (v) and (vi) of Schedule 7 to the Act; and

(b) the prescribed manner of ascertaining the statutory rebate is by applying the following formula—

$$Y = \frac{PS (S+1)}{T (T+1)}$$

where-

"Y" is the amount of the statutory rebate;

"P" is the amount of insurance charges;

"S" is the number of whole months in the unexpired portion of the period for which insurance was agreed to be provided;

"T" is the number of whole months for which insurance was agreed to be provided.

Transfer of proceedings from Tribunal to court.

- 8. Where proceedings are to be transferred pursuant to section 6 (4) of the Act to a court that is not empowered to make rules in respect of the transfer, the Registrar of the Tribunal shall—
 - (a) prepare and certify a copy of the record of the proceedings;
 - (b) file the copy in the office of the Registrar; and
 - (c) deliver, or cause to be delivered, the whole of the record to the court.

Prescribed method for calculation of accrued credit charge.

- 9. (1) For the purposes of section 11 (2) (c) of the Act, an applicable method is followed where the amount of the credit charge which has accrued at a particular time is calculated by adding together the amounts ascertained by applying the monthly percentage rate to the unpaid monthly balances (being monthly balances up to that time, including the monthly balance for the month in which the accrued credit charge is calculated)—
 - (a) in the case of a credit sale contract—of the amount financed; or
 - (b) in the case of a loan contract—of the amount financed other than any part of the amount agreed under the contract to be lent that has not been lent at that time.
 - (2) In subregulation (1)—
 - (a) "monthly percentage rate" means the rate determined by dividing the annual percentage rate by 12; and
 - (b) "monthly balances" means monthly balances obtained by application of the actuarial method.
- (3) For the purposes of section 11 (2) (c) of the Act, an applicable method for calculating the amount of the credit charge which has accrued at a particular time is by application of the formula set out in Schedule 1 to the Act, modified to the extent specified in subregulation (4).
- (4) For the purpose of subregulation (3), the formula set out in Schedule 1 to the Act is deemed to be amended by—
 - (a) omitting from clause 3 (b) the word "and" and
 - (b) inserting at the end of clause 3 the following:-
 - '; and
 - (d) intervals shall be deemed to be equal if all intervals except the first are monthly intervals, the amount financed is provided on the 29th, 30th or 31st day of a month and the first instalment is payable on the first day of the month following the next month. ".

Form of mortgage of goods.

10. For the purposes of section 13 (3) (f) of the Act, the prescribed terms and conditions are those contained in Form 1.

Notice for credit sale and loan contracts.

- 11. (1) For the purposes of section 32 (1) of the Act, Form 2 is the prescribed notice.
- (2) For the purposes of section 32 (2) of the Act, Form 3 is the prescribed notice.
- (3) For the purposes of section 32 (1) or 32 (2) of the Act, a notice is in the prescribed position if it is immediately above the place where the debtor is intended to sign.

Statement for credit sale and loan contracts.

12. For the purposes of section 34 of the Act, Form 4 is the prescribed statement.

Notice for add-on contracts.

13. For the purposes of section 37 (3) (c) of the Act, Form 5 is the prescribed notice.

Applicable method of determining annual percentage

14. For the purposes of section 38 (b) (iii) of the Act, each method specified in Schedule 2 is an applicable method.

Unilateral variation of credit sale and loan contracts.

15. For the purposes of section 41 (1) of the Act, the prescribed period is 7 clear days.

Statement for continuing credit contracts.

16. For the purposes of section 58 of the Act, Form 6 is the prescribed statement.

Information in default notice.

17. For the purposes of section 107 (3) (d) of the Act, Form 7 is the prescribed information.

Notice after taking possession of mortgaged goods. 18. For the purposes of section 112 of the Act, Form 8 is the prescribed notice.

Notice in bills of exchange taken as security.

19. For the purposes of section 120 of the Act, Form 9 is the prescribed notice.

Descriptive terms to be used in certain documents.

- 20. (1) In a regulated credit sale contract a matter specified in Column 1 of Schedule 3 shall be described or referred to by the term specified opposite that matter in Column 2 of Schedule 3.
- (2) In a regulated loan contract a matter specified in Column 1 of Schedule 4 shall be described or referred to by the terms specified opposite that matter in Column 2 of Schedule 4.
- (3) In a notice under section 59 of the Act a matter specified in Column 1 of Schedule 5 shall be described or referred to by the term specified opposite that matter in Column 2 of Schedule 5.
- (4) In a statement of account referred to in section 61 of the Act a matter specified in Column 1 of Schedule 6 shall be described or referred to by the term specified opposite that matter in Column 2 of Schedule 6.
 - (5) A credit provider who-
 - (a) enters into a regulated credit sale contract;
 - (b) enters into a regulated loan contract;
 - (c) gives a notice under section 59 of the Act to a debtor; or
 - (d) gives a statement of account referred to in section 61 of the Act to a debtor,

that does not comply with the requirements of-

- (e) in the case of a regulated credit sale contract, subregulation (1);
- (f) in the case of a regulated loan contract, subregulation (2);
- (g) in the case of a notice under section 59 of the Act, subregulation(3); or
- (h) in the case of a statement of account referred to in section 61 of the Act, subregulation (4),

is guilty of an offence.

Penalty: \$500.

Particulars of insurance.

21. (1) For the purpose of section 130 (2) (b) of the Act, the prescribed particulars are—

(a) the relevant subject-matter;

- (b) the amount for which the relevant subject matter is insured or the manner in which that amount may be determined;
- (c) each amount paid and payable under the contract of insurance in respect of the relevant subject-matter;

(d) the period for which insurance is provided;

- (e) the circumstances in which, the person by whom, and the person to whom, a claim may be made in respect of the contract of insurance, and the manner of making the claim;
- (f) the risks to which the contract of insurance relates in respect of the relevant subject-matter; and

(g) the name and address of the insurer and the insured.

(2) In subregulation (1), "the relevant subject-matter" means that part of the subject-matter of the contract of insurance in which the debtor has a beneficial interest.

Notice of intended proceedings against guarantor.

22. For the purposes of section 138 (3) (c) of the Act, Form 10 is the prescribed notice.

Statement for guarantor under contract of guarantee. 23. For the purposes of section 142 of the Act, Form 11 is the prescribed

Person authorized to certify assignment of will, etc.

- 24. For the purposes of section 150 of the Act, an assignment referred to in that section shall be executed in the presence of, and certified by—
 - (a) a stipendiary magistrate;

(b) a Clerk of the Local Court; or

(c) a legal practitioner instructed and employed independently of the proposed assignee.

Prescribed requirements for print and type in documents.

- 25. (1) For the purposes of section 151 (2) (b) of the Act—
 - (a) subject to paragraph (c), where any print or type is produced directly or indirectly by a method or process under which each character occupies a space of the same width, that print or type shall be not smaller than 12-pitch;
 - (b) subject to paragraph (c), print or type produced by a method or process other than that referred to in paragraph (a), shall be in one of the type faces specified in Schedule 7 and of or larger than the size of 10 point;
 - (c) where there is in any printed or typed document a blank space in which further print or type is subsequently inserted by a method or process by which each character occupies a space of the same width, that latter print or type shall, when inserted, be not smaller than 13-pitch.
- (2) In subregulation (1)—
- "character" includes a letter, figure, symbol, punctuation mark and space between adjacent characters;
- "12-pitch" means of dimensions such that any selected passage of print or type 25 mm in length includes no more than 12 characters and "13-pitch" has a corresponding meaning.

Prescribed requirements for reproduction of print or type.

26. Where the dimensions of the face measurement of print or type in a document comply with regulation 25 and that document is photographed, reproduced or copied, the face measurement of the print or type in the document produced by that photograph, reproduction or copy shall, for the purposes of section 151 (2) (b) of the Act, be not less than 95 per centum of the face measurement of the print or type in the original document.

Lay-out of certain documents.

- 27. (1) Subject to sections 152 and 153 of the Act, where a notice, statement or document containing information prescribed by a form is required to be given, served or delivered to a debtor, mortgagor or guarantor, the notice, statement or document shall be in all respects—
 - (a) paragraphed;
 - (b) contrasted by means of bold type face or otherwise, so as to give effect to the prominence of print or type;
 - (c) set out in the contrasting print or type of upper and lower case;
 - (d) enclosed within, or containing, lines, squares or rectangles, as appears in the form.
- (2) A credit provider who gives, serves or delivers, or who causes to be given, served or delivered, a notice, statement or document that does not comply with subregulation (1) is guilty of an offence.

Penalty: \$500.

Charges to be included in amount financed.

- 28. For the purposes of clause 1 (g) of Schedule 2 to the Act and clause 1 (d) of Schedule 4 to the Act, the following charges are prescribed—
 - (a) fees payable for registration of a mortgage relating to a regulated contract;
 - (b) fees payable to discharge a mortgage in force before the relevant date within the meaning of Schedules 2 and 4 to the Act;
 - (c) fees payable under the Bills of Sale Act 1899 or the Transfer of Land Act 1893.
 - (d) stamp duty payable in respect of or in relation to a proposed mortgage or guarantee (to be entered into after the relevant date within the meaning of Schedules 2 and 4 to the Act) relating to a regulated contract.

Schedule 1.

Form 1.

(Reg. 9.)

PRESCRIBED TERMS AND CONDITIONS OF MORTGAGE.

- 1. In this mortgage-
 - "debtor" means the person to whom goods are hired under the hiring contract; "hiring contract" means the contract for the hiring of goods as a consequence of which the debtor and the supplier are deemed by section 13 (3) (f) of the Act to have entered into this mortgage;
 - "subject goods" means the goods hired under the hiring contract, including any goods or materials that have become incorporated in those goods in the course of maintaining, repairing or modifying them;
 - "supplier" means the person from whom the goods are hired under the hiring contract;

"the Act" means the Credit Act 1984.

- 2. The debtor gives and the supplier takes a mortgage of the subject goods.
- 3. Subject to clause 4, the supplier may take possession of the subject goods, or may take possession of, and sell, the subject goods, where—
 - (a) the debtor has made a fraudulent misrepresentation that induced the supplier to enter into the hiring contract;
 - (b) the debtor has, contrary to a term of the hiring contract, attempted to dispose of, or encumber (by mortgage, lien or charge), the subject goods;
 - (c) the debtor has, contrary to a term of the hiring contract—
 - (i) failed to keep the subject goods in good order and repair; or
 - (ii) failed to keep the subject goods insured or registered;
 - (d) the debtor has made default in the payment of any instalment or other monetary sum due under the hiring contract and has failed to remedy the default within one month (or such longer period as the supplier allows) after being required in writing by the supplier to do so;

- (e) the debtor has made default in any other obligation under the hiring contract which is likely to affect directly the value of the supplier's security, and has failed to remedy the default within one month (or such longer period as the supplier allows) after being required in writing by the supplier to do so; or
- (f) the debtor has returned the subject goods to the supplier, or has given notice in writing to the supplier that the debtor cannot continue to observe the obligations imposed by the hiring contract.
- 4. Nothing in clause 3 affects the operation of any statute or of any principle of law or equity applicable to the rights and duties of the debtor and supplier in relation to each other.

Form 2.

(Reg. 11.)

IMPORTANT

BEFORE YOU SIGN

- * READ THIS OFFER, so that you know exactly what contract you are entering into and what you will have to do under the contract.
- * Fill in or cross out any blank spaces.
- * Get a copy of this offer.
- * Get Consumer Affairs or someone else you can trust to explain anything you do not fully understand.

THINGS YOU MUST KNOW.

- * You can withdraw this offer any time before the credit provider accepts it. When the credit provider does accept it, you are bound by it.
- * You must take out insurance over any property to be mortgaged if this offer says you have to. You can choose whether you take out any other insurance.
- * You can take out insurance through any company you choose.

WARNING

IF YOU DELIBERATELY GIVE FALSE OR MISLEADING INFORMATION TO GET CREDIT YOU CAN BE TAKEN TO COURT.

Form 3.

(Reg. 11.)

IMPORTANT

BEFORE YOU SIGN

- * READ THIS OFFER, so that you know exactly what contract you are entering into and what you will have to do under the contract.
- * Fill in or cross out any blank spaces.
- * Get a copy of this offer.
- * Get Consumer Affairs or someone else you can trust to explain anything you do not fully understand.

THINGS YOU MUST KNOW.

- * Once you have signed this offer you are bound by it.
- * You must take out insurance over any property to be mortgaged if this offer says you have to. You can choose whether you take out any other insurance.
- * You can take out insurance through any company you choose.

WARNING

IF YOU DELIBERATELY GIVE FALSE OR MISLEADING INFORMATION TO GET CREDIT YOU CAN BE TAKEN TO COURT.

Form 4.

(Reg. 12.)

THINGS YOU SHOULD KNOW ABOUT YOUR CREDIT SALE OR LOAN CONTRACT.

CREDIT ACT 1984 (Section 34).

The law says that your credit provider must give you this information about your credit sale contract or loan contract.

This information tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

THE CONTRACT

- 1. How can I get a copy of my contract?

 You should already have a copy of the agreement you signed. If you want a copy of your contract write to your credit provider and ask for one. You must pay any fee that the law says your credit provider can charge. Your credit provider will send a copy of your contract to you within 14 days after receiving your request. Your credit provider has to give you a copy of your contract only once in any period of 3 months.
- What should my contract tell me?
 You should read your contract carefully.
 Your contract should tell you about your obligations, and include the following
 - details—
 * the amount financed.
 - * any credit charge.
 - * the total repayments.
 - * details of any instalments you must pay.
 - * a statement of any annual percentage rate (interest rate).

If your contract does not tell you all of these details, contact Consumer Affairs or get legal advice, as you may have rights against your credit provider.

- 3. Can I get a statement of account from my credit provider? Yes. Write to your credit provider and ask for one. (You must pay any fee that the law says your credit provider can charge.) Your credit provider will write back in 14 days after receiving your request telling you—
 - * the date and amount of each payment already received.
 - * details of any arrears (payments which were due and you did not pay).
 - * the dates and amounts of future repayments.

Your credit provider has to give you this information only once in any period of 3 months.

4. Can I pay out my contract early?

Yes. Pay your credit provider the amount owing on the day you wish to end your contract.

5. How can I find out the amount owing?

when you pay out your contract.

You can write to your credit provider at any time and ask for a statement of the net balance due (pay out figure). You will get this statement within 7 days after your credit provider receives your request. If you want to, you can also ask for details or how the balance is worked out. Your credit provider has to give you this information only once in any period of 3 months.

- 6. Will I pay less interest if I pay out my contract early?

 Yes. Interest is only calculated for the actual time that money is owing.

 However, under your contract you pay a big part of the interest in your early repayments. This means that, for example, by the time you are half-way through your contract, you have paid more than half the interest.

 Therefore, the exact amount of interest you will save will vary, depending on
- 7. Can there be an increase in the net balance due after I get from my credit provider a statement telling me what the amount is?

Your statement of the net balance due will tell you if this can happen. For example, if interest is charged on a daily basis, you also have to pay interest from the date the statement is calculated until the date your contract is paid out.

- 8. Can any of the conditions of my contract be changed by my credit provider? Yes, but only if your contract says so. Your credit provider cannot increase your annual percentage rate.
- 9. Will I be told in advance if my credit provider is going to make a change in the contract?

Yes. You get at least 7 clear days' notice in writing.

- 10. If I have been charged by my credit provider for a lawyer to prepare my contract, can I do anything if I think the fee is unreasonable?
 Yes. You can ask to have an independent body decide whether the fee was reasonable. Contact Consumer Affairs on how to go about this.
- 11. Is there anything I can do if I think my contract is unjust? Yes. You can have an independent body look into the contract. Contact Consumer Affairs or get legal advice.

INSURANCE.

12. Do I have to take out insurance?

With certain types of property you must take out insurance. If there is a mortgage, the mortgagee can insist that you insure the property covered by the mortgage. Otherwise, you can decide if you want to take out insurance or not.

- 13. Will I get details of my insurance cover?

 Yes. You will get either a copy of the insurance contract from your insurer or the important details of your insurance cover from your credit provider. The copy of the contract, or the details, will be given to you within 14 days after the insurance contract is entered into or your insurance cover starts.
- 14. Do I get the benefit of any no claim bonus?
 Yes
- 15. If the Insurer does not accept my proposal, will I be told? Yes. The insurer will write to you.
- 16. In that case, what happens to the premium?
 If it has already been paid to the insurer, you get it back. If your credit provider has not paid it to the insurer, the insurer will tell you this in writing. You should then contact your credit provider to decide what is to happen to the premium.

MORTGAGES.

- 17. If my contract says there is a mortgage, what does this mean?

 A mortgage means that you have given the mortgagee certain rights over any property you have mortgaged. If you default under your contract, you can lose that property and you might still owe money to the mortgagee.
- 18. Is there anything that I am not allowed to do with the property I have mortgaged? The law says you cannot sell the property unless you have your mortgagee's permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.
- 19. If my mortgagee writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 14 days after receiving your mortgagee's request to write and tell your mortgagee. If someone else has the goods, you have to give the name and address of that person. If you have lost the goods, you have to say how they were lost. If your letter does not get back to the mortgagee in 14 days, or if there is information in it that you know to be false, you can be taken to court.

20. Should I get a copy of my mortgage? Yes. It will be given to you within 14 days after your mortgage is entered into.

21. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

Get in touch with your mortgagee immediately. Discuss the matter and see if you can come to some arrangement. For example, you could ask for your contract to be varied, repayments to be deferred, or action postponed.

If you cannot come to a suitable arrangement with your mortgagee and you want to keep the mortgaged property, contact Consumer Affairs for help or seek financial counselling immediately.

Otherwise you may-

* give the property back to your mortgagee, together with a letter saying you want the mortgagee to sell the property for you;

OR

* sell the property—but only if your mortgagee gives permission first;

* give the property to someone who may then take over the repayments, but your mortgagee has to give permission first.

If your mortgagee won't give permission contact Consumer Affairs for help.

- 22. Can my mortgagee take or sell the mortgaged property? Yes, if you have not carried out all of your obligations under your contract.
- 23. Must my mortgagee tell me first before taking or selling the mortgaged property? In most cases, yes. In those cases, you get at least one month's notice in writing so that you can try to do something about the matter. The notice tells you why your mortgagee wants to take action against your property and what you can do to stop it.

Your mortgagee can take the property without giving notice if-

- * there is a good reason to think you are going to sell, hide, damage or get rid of the property; or
- * there is a good reason to think you deliberately misled your mortgagee when you entered into your mortgage; or
- * your mortgagee has been unable to locate you after making reasonable efforts to do so.

If you have repaid more than $\frac{3}{4}$ of the amount financed, your mortgagee will need an order from an independent body to take anything you have mortgaged (apart from land). It will take more than $\frac{3}{4}$ of your total repayments to repay more than $\frac{3}{4}$ of the amount financed because only some of each repayment goes towards paying off the amount financed.

Remember, you must still pay what you owe on your contract, regardless of how little it may be.

24. Can my mortgagee or a person working for my mortgagee come onto my premises to take possession of goods without my permission?

Only if your mortgagee has a court order.

25. What happens if my goods are taken by my mortgagee?

You get a notice setting out what you have to do if you want the goods back. It also tells you what happens if you do nothing. Your mortgagee cannot sell the goods until 21 days after you get a notice called "Notice After Taking Possession of Mortgaged Goods". So you have 21 days to do something if you want the goods returned.

However, the goods can be sold before the 21 days if you have freely given your mortgagee permission. The law will not allow anyone to force you or threaten you to give your permission.

The goods can also be sold before the 21 days if a court has authorized the sale.

GENERAL.

26. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. For example, you could ask for your contract to be varied, repayments to be deferred, or action postponed.

27. What if my credit provider and I cannot agree on a suitable arrangement? Contact Consumer Affairs for help.

If you have been unemployed, sick or there is another good reason why you are

having problems with your contract, then your contract may be able to be varied under the law to meet your situation.

There are other people, such as financial counsellors, who may be able to help.

28. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being harassed or threatened, contact Consumer Affairs or the Trade Practices Commission, or get legal advice.

29. Must my credit provider tell me first before taking action against me?

In most cases, yes. In those cases, you get at least one month's notice in writing so that you can try to do something about the matter. The notice tells you why your credit provider wants to take action against you and what you can do to stop it.

You do not get any warning if there is good reason to think you deliberately misled your credit provider when your contract was made.

30. Do I have any other rights and obligations?

Yes. The law does give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY DOUBTS OR YOU WANT MORE INFORMATION, CONTACT CONSUMER AFFAIRS OR GET LEGAL ADVICE.

PLEASE KEEP THIS NOTICE, YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Form 5.

(Reg. 13.)

THINGS YOU SHOULD KNOW ABOUT COOLING-OFF PERIODS UNDER ADD-ON CONTRACTS.

CREDIT ACT 1984 (Section 37). THE COOLING-OFF PERIOD.

- What is a cooling-off period?
 It is the time the law gives you to cancel your add-on contract.
- 2. How long is my cooling-off period? At least 10 days.
- 3. When does the cooling-off period start?
 As soon as you sign the add-on agreement.
- When does the cooling-off period end?
 days after you have received this Notice and a notice which has more details of your contract.

CANCELLING THE ADD-ON CONTRACT.

5. How do I cancel my contract?

Write to your credit provider. In your letter-

* say that you want to cancel your contract.

* give the date of the contract.

* give details of the goods or services you bought.

Keep a copy of your letter.

6. How should I send the letter cancelling my contract?

You can post it or take it to any of your credit provider's offices yourself.

If you post the letter, send it by certified or registered mail. Then you can check that it was delivered.

If you take it to your credit provider's office, you should get an employee to sign and date something to say that your letter has been received. Make sure you keep anything that was signed by the employee.

7.

⁻ 11

Where should I send the letter to? A postal address and an office address close to you are set out below—	
Postal address: (name of credit provider)	
(branch, section, person, etc. if applicable)	
(address)	• • •
Office address: (name)	
(floor, suite, shop no., building name, etc., if applicable)	• •
(address)	
AFTER THE CONTRACT IS CANCELLED	•••

- 8. Do I have any obligations after I cancel my add-on contract? Yes. When you cancel your add-on contract, you go back to where you were under your old credit sale contract. This means you start making your old repayments again.
- 9. What do I do with the goods I have bought if I cancel my add-on contract?

 You should put them in a safe place. When your credit provider demands the return of the goods, you have to give them back as soon as possible. If you do not give them back, you could be taken to court.
 - IF YOU HAVE ANY DOUBTS OR YOU WANT MORE INFORMATION, CONTACT CONSUMER AFFAIRS OR GET LEGAL ADVICE.

Form 6.

(Reg. 16.)

THINGS YOU SHOULD KNOW ABOUT YOUR CONTINUING CREDIT CONTRACT.

CREDIT ACT 1984 (Section 58).

The law says that your credit provider must give you this information about your continuing credit contract.

This information tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

THE CONTRACT.

- 1. How do I find out the details of my contract?
 - Your credit provider will give them to you in writing before you start using your credit. You should read them carefully.
- What details should be included?

The details should include-

- * your credit limit.
- * how any credit charge is to be worked out.
- * any annual percentage rate (interest rate).
- * the length of the billing cycle.

If your contract does not tell you all of these details, contact Consumer Affairs or get legal advice, as you may have rights against your credit provider.

- 3. Can I get another copy of the details of my contract?

 Yes. Write to your credit provider and ask for one. (You must pay any fee that the law says your credit provider can charge.) But your credit provider has to give you a copy of your contract or details of your contract only once in any period of 14 days. In the same way you can get another copy of this notice.
- 4. Can any of the conditions of my contract be changed by my credit provider? Yes, but only if your contract says so.

- 5. Will my credit provider tell me before making a change in my contract?

 Yes. You usually get at least 7 clear days' notice in writing. You get a period of at least 2 billing cycles' notice if the change increases the credit charge, increases your repayments, or shortens the time for repayment.
- 6. How do I know what I owe?

You get a statement of account which will tell you. The statement is sent to you once every billing cycle, if, during the billing cycle—

- * an amount was debited or credited to your account; or
- * there is a credit or debit balance on the account at the end of the cycle.
- Are there any times when I do not get a statement of account?
 Yes. You do not get a statement if—
 - * your account balance at the beginning of the billing cycle is nil and no entries are made in the account during the cycle; or
 - * your debt was written off by your credit provider and no other entries were made in the account during the cycle; or
 - * you have been in default for 3 billing cycles and your credit provider has stopped providing you credit.
- 8. Is there anything I can do if I think my contract is unjust?

 You may be able to have an independent body look into the contract. Contact Consumer Affairs for details or get legal advice.

BILLING ERRORS.

9. What can I do if I think my statement of account has an error in it?

Write to your credit provider. Tell your credit provider what you think the error is. If you can, also tell your credit provider how and why you think the error has been made.

Make sure your letter has the following details-

- * your name.
- * the name the account is in, if it is different from your name.
- * the account number.
- * the date of the statement that the error appears in.
- 10. When should I send the letter?

It is best to send it before your next payment is due. This will stop your credit provider taking action against you and, in the meantime, you will not have to pay the amount you are disputing, or any credit charge on that amount.

- 11. What happens if my credit provider gets the letter before my next payment is due? Your credit provider has 3 choices—
 - 1. Correct the error on your next statement of account.
 - Leave the error as it is and send you a letter giving reasons why your credit provider thinks there is no error.
 - Do nothing, in this case your credit provider has no right to take action against you to recover the amount you dispute.
- 12. What if my credit provider does not change the error, and I still think it is wrong? You can have an independent body decide the matter. To do this, you have to apply within the next 2 complete billing cycles after you receive your credit provider's reply. If you do not apply in this time, you have to pay the amount you are disputing. The credit charge on this amount will also start up again.

GENERAL.

- 13. If my credit provider owes me any money, can I ask for it to be paid to me? Yes.
- 14. What do I do if I cannot make one of my repayments?

 Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. For example, you could ask for your contract to be varied, repayments to be deferred, or action postponed.
- 15. What if my credit provider and I cannot agree on a suitable arrangement? Contact Consumer Affairs for help.

If you have been unemployed, sick, or there is another good reason why you are having problems with your contract, then your contract may be able to be varied under the law to meet your situation.

There are other people, such as financial counsellors, who may be able to help.

- 16. Can my credit provider take action against me under my contract? Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being harassed or threatened, contact Consumer Affairs or the Trade Practices Commission, or get
- 17. Must my credit provider tell me first before taking action against me? In most cases, yes. In those cases, you get at least one month's notice in writing from your credit provider. At the same time you get a statement of what you have to pay.

The notice tells you why your credit provider wants to take action against you and what you can do to stop it.

You do not get any warning if there is good reason to think you deliberately misled your credit provider when your contract was made.

- 18. Do I have any rights and obligations under the law if I have given a mortgage? Yes. You have the right to get certain documents from your credit provider. You also have rights if your credit provider wants to take the mortgaged property. Your obligations under the law limit what you can do with mortgaged property.
- 19. Do I have to take out insurance? With certain types of property you must take out insurance. If there is a mortgage, your credit provider can insist that you insure the property covered by the mortgage. Otherwise, you can decide if you want to take out insurance or not.
- 20. Do I have any other rights and obligations? Yes. The law does give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY DOUBTS OR YOU WANT MORE INFORMATION, CONTACT CONSUMER AFFAIRS OR GET LEGAL ADVICE.

PLEASE KEEP THIS SUMMARY. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Form 7.

	(Reg. 17.)
	HAT SHOULD I DO NOW THAT I HAVE RECEIVED THIS NOTICE?
1.	You should discuss this matter with your credit provider or mortgagee as soon as possible. You may be able to work out some other arrangement about your contract. For example, you could ask for your contract to be varied, repayments to be deferred, or action postponed. The person to contact is
	(name or title of officer/s)
	of(name of credit provider or mortgagee)
	(address)
	Telephone No./s:
2.	If you cannot come to a suitable arrangement with your credit provider or mortgagee, contact Consumer Affairs immediately. If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be varied under the law to meet your situation.
	There are other people, such as financial counsellors, who may be able to help.
3.	If you disagree with anything in this notice, including what it says you owe, contact Consumer Affairs or get legal advice immediately.

Form	8.
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	NOTICE AFTER TAKING POSSESSION OF MORTGAGED GOODS. CREDIT ACT 1984 (Section 112).
	(Date)
TO:	(name of mortgagor)
	(address of mortgagor)
FRO	(name of mortgagee)
	(address of mortgagee)
Th	e law says that you must be given this information. s information tells you some of your rights and obligations and some of the is open to you.
	DETAILS YOU SHOULD KNOW.
Date The	iption of the goods: the goods were taken: goods were taken because:
As at	the date of this notice, the cost of enforcing the mortgage (such as the cost of the goods) is \$mortgagee's estimate of the value of the goods is \$
	HOW TO GET THE GOODS BACK.
TO D	OU WANT THE GOODS IT IS PARTICULARLY IMPORTANT FOR YOU O ONE OF THE THINGS LISTED BELOW AS SOON AS POSSIBLE. IF YOU NOT ACT WITHIN 21 DAYS AFTER YOU GET THIS NOTICE, YOUR TGAGEE MAY SELL THE GOODS. EITHER
* 3	You can get the goods back if you pay \$ and fix up any reasons why the oods were taken. This amount of \$ is calculated as follows:
	Arrears \$ Enforcement Expenses \$
	TOTAL \$
ŗ	OR You can pay the net balance due to the mortgagee worked out to the actual day you ay out your contract. If you do this you can get the goods back and you do not ave any further obligations.
7	To give you an idea of what the net balance due may be, 2 figures are given below. The first is the net balance due at the date of this notice. The second is the balance alculated 21 days from that date. Any difference is the result of further payments or harges that fall due between the two dates. 1. Net balance due on/ = \$
	2. Net balance due on/ = \$
* I	F YOU DO NOTHING, YOU WILL LOSE THE GOODS.

SALE OF THE GOODS.

The law says that your mortgagee must get the best price reasonably obtainable for the goods.

If you want to, you can introduce a buyer to your mortgagee. This has to be done in writing and the buyer must be willing to pay the mortgagee's estimate of the value of the goods. Keep a copy of what you write.

Your mortgagee has to accept the buyer's offer, with one exception. The exception is where your mortgagee claims to be able to sell the goods for a price higher than the estimate of their value. In this case, the buyer has to be willing to pay this higher price if he or she still wants the goods. However, if the buyer does not buy the goods at the higher price, the law says the higher price must still be taken off the amount you owe.

Your letter introducing the buyer has to reach your mortgagee before the goods are sold. If you post the letter, it is best to send it by certified or registered mail. Then you can check that it was delivered. If you take it to your mortgagee's office, you should get an employee to sign and date something to say that your letter has been received. Make sure you keep anything that was signed by the employee.

FINALISING THE CONTRACT.

No matter how the goods are sold, the money they bring in will be taken off the amount you owe.

If the goods are sold for more than what you owe, you get back what is left after-

- * your mortgagee gets the money owing under your mortgage;
- * any person holding a prior or subsequent mortgage over the goods gets the money owing under that mortgage; and
- * all costs of the sale have been paid.

If the sale price of the goods does not cover the full balance on your contract, you have to pay the difference.

GENERAL.

You should discuss this matter with your mortgagee as soon as possible. You may be able to work out some alternative arrangement about your contract and mortgage. For example, you could ask for your contract to be varied, repayments to be deferred, or action postponed.

The person to c	(name or title of officer/s)
	(name of mortgagee or agent)
	(name of mortgagee or agent)
(Office address)	
(Postol addrags)	
(1 Ostar address)	
Affairs immediat	come to a suitable arrangement with your mortgagee, contact Consume ely. If you have been unemployed, sick or there is another good reason aving problems with your contract or mortgage, then your contract
	be varied under the law to meet your situation. er people, such as financial counsellors, who may be able to help.
IF YOU H. CONT	AVE ANY DOUBTS OR YOU WANT MORE INFORMATION, ACT CONSUMER AFFAIRS OR GET LEGAL ADVICE.
	(Signature of mortgagee or agent)

Form 9.

(Reg. 19.)

CREDIT ACT 1984 (Section 120).

This instrument relates to a regulated contract or a regulated mortgage (within the meaning of the Credit Act 1984) under which the drawer or maker may have certain claims or defences.

1 2277	Form 10. (Reg. 22.)
	GUARANTORS—NOTICE OF INTENDED LEGAL ACTION.
	CREDIT ACT 1984 (Section 138).
	Date 1964 (Section 138) 19
TO:	(name of guarantor)
	(address of guarantor)
FROM:	(name of credit provider)
	(address of credit provider)
After 1	4 days from the time you receive this Notice
	(name of credit provider)
provider's You	take legal action against you under your contract of guarantee. The credit reasons are given at the end of this Notice. will also find at the end of this notice—
* det	amount the credits provider says you owe at the date of this Notice. ails to identify your contract of guarantee. ails to identify the debtor's credit contract.
You sh may be a	ould discuss this matter with the credit provider as soon as possible. You ble to work out some alternative arrangement about the amount you owe.
	n to contact is (name or title of officer/s)
of	(name of credit provider)
	(address of credit provider)
If you Consumer good reas may be a	cannot come to a suitable arrangement with the credit provider, contact Affairs immediately. If you have been unemployed, sick or there is another on why you have problems repaying the amount owing, then your contract ble to be varied under the law to meet your situation.
If you	are other people, such as financial counsellors, who may be able to help. disagree with anything in this notice including what it says you owe, contact Affairs or get legal advice immediately.
	REASONS FOR INTENDED LEGAL ACTION.
Under	your contract of guarantee, you agreed to pay money owing under a credit
	netween (name of debtor) and
	(name of deptor)
if the del	(name of credit provider) otor defaulted under the contract.
The del	otor has defaulted under the contract in the following ways: (Specify details to by debtor)
	*
	te debtor cannot be found even though the following inquiries have been made details of inquiries)
The cr	edit provider now wants you to pay out the debtor's contract, and the costs of enforcing the guarantee.

AMOUNT THE CREDIT PROVIDER CLAIMS YOU OWE.

Reasonable costs of enforcing your contract of guarantee:

TOTAL

DETAILS OF THE CONTRACT.

Your contract of guarantee:

Date:

Contract No. (if any):

Debtor's credit contract:

Date:

Contract No. (if any):

IF YOU HAVE ANY DOUBTS OR YOU WANT MORE INFORMATION ABOUT WHAT TO DO NEXT, CONTACT CONSUMER AFFAIRS OR GET LEGAL ADVICE.

(Signature of credit provider or agent)

Form 11.

(Reg. 23.)

THINGS YOU SHOULD KNOW ABOUT GUARANTEES.

CREDIT ACT 1984 (Section 142).

The law says the credit provider must give you this information about your contract of guarantee.

This information tells you about some of the rights and obligations of yourself and the credit provider. It does not state the terms and conditions of your contract.

GUARANTEES.

1. What is a guarantee?

A promise by you that the person who is getting credit under a credit contract will keep to all the terms and conditions. If that person does not do so you promise to pay the credit provider all the money owing on the contract as soon as the money is asked for.

- 2. How do I know how much the debtor is borrowing and the credit charges? These details are on the copy of the credit contract or offer that the debtor signed. You should have been given a copy of that contract or offer before you signed the guarantee papers.
- 3. What documents should I be given?
 - * The document you are reading now.
 - * A copy of your contract.
 - * A copy of the credit contract or offer signed by the debtor.
- 4. What other information can I get?
 - * If you have guaranteed repayment of a credit sale contract or a loan contract, you can write to the credit provider and ask for—
 - * an extra copy of your contract of guarantee.
 - * an extra copy of the debtor's credit sale contract or loan contract.
 - * a copy of any other document signed by the debtor (for example, a mortgage) or by you.
 - * a statement of the debtor's repayments under the credit sale contract or loan contract.
 - * details of any insurance cover financed by the debtor's credit sale contract or loan contract.

When writing to the credit provider, you must pay any fee that the law says the credit provider can charge.

The credit provider will write back to you within 14 days after receiving your request.

But the credit provider has to give you this information only once in any period of 3 months.

* If you have guaranteed repayment of a continuing credit contract you can write to the credit provider and ask for—

* an extra copy of the debtor's continuing credit contract or a notice stating the details of the contract.

* a copy of the notice given to the debtor entitled "THINGS YOU SHOULD KNOW ABOUT YOUR CONTINUING CREDIT CONTRACT".

Again, when writing to the credit provider you must pay any fee that the law says the credit provider can charge.

But the credit provider has to give you these documents only once in any period of 14 days.

* You can write to the credit provider and ask for the net balance due (pay-out figure) under the credit contract guaranteed by you. You will get this information within 7 days after the credit provider receives your request. If you want to, you can also ask for details of how the balance is worked out.

But the credit provider has to give you this information only once in any period of 3 months.

5. Can I cancel my contract of guarantee?

You may be able to under certain circumstances. For exact details, contact Consumer Affairs or get legal advice.

IF THE DEBTOR DEFAULTS.

6. Do I get any warning that the credit provider wants to take action against the debtor?

In most cases, yes. You get the same warning as the debtor. You get a notice in writing telling you why the credit provider wants to take action against the debtor. It also tells you what the debtor has to do to stop the action. The debtor has at least one month to try and fix up the problem. You should discuss the matter with the debtor immediately.

7. Can the credit provider take action against me without taking action against the debtor at the same time?

No, except where-

- * the debtor cannot be found;
- * the debtor's financial affairs are being handled under bankruptcy law; or
- * a court has declared that action can be taken against you without action being taken against the debtor.
- 8. If the debtor cannot be found and the credit provider intends to take legal action against me do I get any warning?

Yes. You get a notice giving you at least 14 day's warning.

9. Exactly how much do I have to pay the credit provider if the debtor defaults? You have to pay what the debtor owes the credit provider, plus the credit provider's costs in having you honour your contract of guarantee.

GENERAL.

10. What can I do if I am asked to pay out the credit contract and I cannot pay it all at once.

Talk to the credit provider and see if some arrangement can be made about paying. If you cannot come to a suitable arrangement, contact Consumer Affairs for help. If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be varied under the law to meet your situation.

There are other people, such as financial counsellors, who may be able to help.

- 11. If I pay out money for a debtor, is there any way I can get it back?

 You can sue the debtor. But remember, if the debtor cannot pay the credit provider, he or she probably cannot pay you back for a while, if at all.
- 12. What happens if I go guarantor for someone who is under 18 when he or she signs a credit contract?

You are responsible for the full debt if the contract of guarantee had a clear and obvious warning near your signature. The warning had to tell you that the courts might not let you sue the debtor if you have to pay out the credit contract for him or her.

13. Do I have any other rights and obligations?

Yes. The law does give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY DOUBTS OR YOU WANT MORE INFORMATION, CONTACT CONSUMER AFFAIRS OR GET LEGAL ADVICE.

PLEASE KEEP THIS SUMMARY. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Schedule 2.

(Reg. 14.)

ANNUAL PERCENTAGE RATE—APPLICABLE METHODS. Method No. 1.

- 1. (1) This clause applies to a credit sale contract or a loan contract, where-
 - (a) the whole of the credit charge is a pre-determined credit charge;
 - (b) the whole of the amount financed is, or is to be, provided on the same day; and
 - (c) the amount financed and the pre-determined credit charge are payable by equal instalments at equal intervals, the first interval commencing on the date on which the amount financed was provided.
- (2) Where this clause applies to a contract, the annual percentage rate may be determined in accordance with the formula—

200CF (3 + F)

2NF + 3 (N + 1)

where-

N is the total number of instalments;

C is the number of instalments that, under the contract, will be paid in one year or, where the contract is to be completed in less than one year, the number of instalments that would be paid in one year if instalments continued to be paid at the same intervals; and

F is an amount determined in accordance with the formula-

 $\frac{\mathrm{T}}{\mathrm{A}}$

where-

T is the total amount of the pre-determined credit charge; and

A is the amount financed.

Method No. 2.

2. The annual percentage rate may be expressed as the percentage rate per annum which when applied to the unpaid monthly balance of the amount financed calculated according to the actuarial method will yield a sum equal to the amount which under the contract would be the credit charge if all payments under the contract were paid when they were required to be paid under the contract.

Interpretation.

- 3. For the purposes of clause 1 of this Schedule-
 - (a) instalments shall be deemed to be equal if all the instalments except one are of the same amount and the difference between the amount of that one instalment and the amount of each of the other instalments is not more than \$5 or 5 per centum of the amount of each of the other instalments, whichever is the greater;
 - (b) monthly intervals shall be deemed to be equal intervals;
 - (c) intervals shall be deemed to be equal if all the intervals except one are of the same length and the difference between the length of that one interval and the length of each of the other intervals is not more than 5 per centum of the length of each of the other intervals; and
 - (d) intervals shall be deemed to be equal if all intervals except the first are monthly intervals, the amount financed is provided on the 29th, 30th or 31st day of a month and the first instalment is payable on the first day of the month following the next month.

SCHEDULE 3

(Reg. 20)

SPECIFIED DESCRIPTIVE TERMS FOR USE IN A CREDIT SALE CONTRACT

	CONTRACT		
	Column 1	Column 2	
	Matters Described or Referred to	Descriptive Terms	
	The amount financed expressed in accordance with Schedule 2 to the Act	Amount financed	
	The credit charge expressed in accordance with Schedule 3 to the Act	Credit charge	
3.	The annual percentage rate expressed in accordance with section 38 of the Act	Annual percentage rate	
4.	The amount paid or provided, or to be paid or provided, by way of deposit— (a) paid in money; (b) by a consideration other than money; (c) on account of a trade-in allowance; and (d) being the sum of all amounts paid or provided, or to be paid or provided, by way of deposit	Cash deposit Other deposit Trade-in Total deposit paid	
5.	The cash price of the goods or services	Cash price	
6.	Amounts payable by the debtor to the credit provider in respect of— (a) charges for installation of the goods; (b) charges for maintenance of the goods; (c) charges for delivery of the goods to the debtor; (d) registration fees; (e) compulsory insurance; (f) insurance of mortgaged property (not being compulsory insurance) (g) insurance against loss of the security interest of a mortgage by reason of any Act; (h) insurance against sickness of, accidental injury to, or disability or death of, the debtor or debtors; (i) life insurance of the debtor or debtors; (j) insurance against unemployment of the debtor or debtors; (k) insurance against loss of profits by the debtor or debtors; (l) stamp duty payable in respect of or in relation to— (i) the credit sale contract; (ii) any mortgage relating to the credit sale contract entered into on or before the relevant date as defined in clause 2 of Schedule 2 to the Act; and (iii) the sum of paragraph (i) and (ii); and (m) fees payable to a legal practitioner (not being the credit provider or an employee of the credit provider) authorised to prepare documents for the credit sale contract or for a mortgage relating to the credit sale contract entered into at or before the time of the making of the credit sale contract.	Installation charges Maintenance charges Delivery charges Registration fees Compulsory insurance Mortgaged property insurance Title insurance Consumer credit insurance Life insurance Unemployment insurance Contract stamp duty Mortgage stamp duty Total stamp duty Legal fees	
7.	The Act	Credit Act 1984	
8.	This Regulation	Credit Regulations 1985	
	The Commissioner or the Department of Consumer Affairs	Consumer Affairs	

SCHEDULE 4

(Reg. 20 (2))

SPECIFIED DESCRIPTIVE TERMS FOR USE IN A LOAN CONTRACT

Column 1	Column 2
Matters Described or Referred to	Descriptive Terms
The amount financed expressed in accordance with Schedule 4 to the Act	Amount financed
2. The credit charge expressed in accordance with Schedule 5 to the Act	Credit charge
3. The annual percentage rate expressed in accordance with section 38 of the Act	Annual percentage rate
 4. Amounts payable by the debtor to the credit provider in respect of— (a) insurance of mortgaged property (not being compulsory insurance); (b) insurance against loss of the security interest of a mortgage by reason of any Act; (c) insurance against sickness of, accidental injury to, or disability or death of, the debtor or debtors; (d) life insurance of the debtor or debtors; (e) insurance against unemployment of the debtor or debtors; (f) insurance against loss of profits by the debtor or debtors; (g) stamp duty payable in respect of or in relation to— (i) the loan contract; (ii) any mortgage relating to the loan contract entered into on or before the relevant date as defined in clause 2 of Schedule 4 to the Act; and 	Mortgaged property insurance Title insurance Consumer credit insurance Life insurance Unemployment insurance Loss of profits insurance Contract stamp duty Mortgage stamp duty
 (iii) the sum of paragraphs (i) and (ii); and (h) fees payable to a legal practitioner (not being the credit provider or an employee of the credit provider) authorized to prepare documents for the loan contract or for a mortgage relating to the loan contract entered into at or before the time of the making of the loan contract 	Total stamp duty Legal fees
5. The Act	Credit Act 1984
6. This Regulation	Credit Regulations 1985
7. The Commissioner or the Department of Consumer Affairs	Consumer Affairs

SCHEDULE 5

(Reg. 20 (3))

SPECIFIED DESCRIPTIVE TERMS FOR USE IN A NOTICE UNDER SECTION 59 OF THE ACT

	Column 1	Column 2
	Matters Described or Referred to	Descriptive Terms
1.	The maximum amount referred to in section 59 (1) (a) of the Act	Credit limit
2.	The period referred to in section 59 (1) (e) of the Act	Due date
3.	The annual percentage rate in respect of the continuing credit contract	Annual percentage rate
4.	The Act	Credit Act 1984
5.	This Regulation	Credit Regulations 1985
6.	The Commissioner or the Department of Consumer Affairs	Consumer Affairs

SCHEDULE 6

(Reg. 20 (4))

SPECIFIED DESCRIPTIVE TERMS FOR USE IN A STATEMENT OF ACCOUNT REFERRED TO IN SECTION 61 OF THE ACT

	Column 1	Column 2
	Matters Described or Referred to	Descriptive Terms
1.	The date of the last day of the billing cycle	Statement date
2.	The amount owed by the debtor under the contract— (a) on the first day of the billing cycle; and (b) on the last day of the billing cycle	Opening balance Closing balance
3.	Amounts payable by the debtor to the credit provider in respect of— (a) charges for installation of the goods; (b) charges for maintenance of the goods; (c) charges for delivery of the goods to the debtor; (d) insurance of mortgaged property (not being compulsory insurance); (e) insurance against loss of the security interest of a mortgagee by reason of any Act; (f) insurance against sickness of, accidental injury to, or disability or death of, the debtor or debtors; (g) life insurance of the debtor or debtors; (h) insurance against unemployment of the debtor or debtors;	Installation charges Maintenance charges Delivery charges Mortgaged property insurance Title insurance Consumer credit insurance Life insurance Unemployment insurance

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SCHEDULE 6—continued

Column 1	Column 2
Matters Described or Referred to	Descriptive Terms
(i) insurance against loss of profits by the debtor or debtors; and	Loss of profits insurance
(i) stamp duty payable in respect of or in relation to— (i) the continuing credit contract; (ii) any mortgage relating to the continuing credit contract entered into during the billing cycle; and	Contract stamp duty Mortgage stamp duty
(iii) the sum of paragraphs (i) and (ii).	Total stamp duty
4. The amount of the credit charge in respect of the billing cycle	Credit charge
5. The annual percentage rate in respect of the continuing credit contract	Annual percentage rate
6. The date by which a payment by the debtor is requested	Due date
7. The Act	Credit Act 1984
8. This Regulation	Credit Regulations 1985
9. The Commissioner or the Department of Consumer Affairs	Consumer Affairs

Schedule 7.

(Reg. 25 (1) (b).)

PRINT OR TYPE FOR USE IN DOCUMENTS UNDER CREDIT ACT 1984.

Schedule 7—continued.

Metro Italic.
Metro Bold.
Musica.
Musica Roman.
Musica Roman Italic.
Musica Bold.
Old Style.
Old Style.
Old Style Roman.
Old Style Roman Italic.
Old Style Bold.
Optima Roman.
Optima Roman Italic.
Optima Roman Italic.
Optima Bold.
Plantin.
Plantin Roman
Plantin Roman
Plantin Roman Italic.
Plantin Bold.
Press Roman Bold.
Press Roman Medium.
Record Gothic.

Rockwell Light.
Rockwell Medium.
Rockwell Bold.
Rockwell Italic.
Souvenir.
Souvenir Light.
Souvenir Light Italic.
Souvenir Bold.
Souvenir Medium.
Times (or English).
Times (or English) Roman.
Times (or English) Roman Italics.
Times (or English) Bold.
Universe.
Universe Light.
Universe Medium.
Universe Medium.
Universe Bold.
Zapf.
Zapf Medium.

By His Excellency's Command,

R. G. COOPER, Clerk of the Council.

INDECENT PUBLICATIONS AND ARTICLES ACT 1902-1983.

I, RONALD DAVIES, being the Minister administering the Indecent Publications and Articles Act 1902-1983, acting in the exercise of powers conferred by sub-section (1) of section 10 of that Act, do hereby determine that the Publications (Printed Matter) specified in the schedule below shall be classified as restricted publications for the purposes of that Act.

Dated this 1st day of March, 1985.

RONALD DAVIES, Minister for the Arts.

Schedule.

Title; Publisher.

Corporal Quarterly, Vol. 2, No. 3; Esoteric Press, Inc. Dominatrix Domain, No. 16; Aradia Enterprises. Emmanuel VI, July 1981; London Enterprises Ltd. Foot Worship, Vol. 1, No. 3; —. Janus, Vol. 2, No. 10; Janus Publications. Palm & Paddle, No. 4, June-July 1975; Eros Publishing Co.
Prisoner, Vol. 1, No. 6; —.
Sting, Vol. 1, No. 2, January, February, March 1975;
Red Lion Publishing Co.
Sting, Vol. 1, No. 4, July, August, September 1975;
Red Lion Publishing Co.
Sting, Vol. 1, No. 9; Red Lion Publishing Co.
Wish, No. 16; —.

INDECENT PUBLICATIONS AND ARTICLES ACT 1902-1983.

I, RONALD DAVIES, being the Minister administering the Indecent Publications and Articles Act 1902-1983, acting in the exercise of powers conferred by subsection (1) of section 10 of that Act, do hereby determine that the Publications (Printed Matter) specified in the schedule below shall be classified as restricted publications for the purpose of that Act.

Dated this 1st day of March, 1985.

RONALD DAVIES, Minister for the Arts.

Schedule.

Title; Publisher. 50 + Plus (The Home of the "D" Cup), No. 4; Tozarward Ltd.

Amazons (The Biggest and Bustiest Girls), No. 4;
Tozarward Ltd. Bawdy, No. 211, Thursday 24th January 1985; —. Bawdy, No. 212, Thursday 7th February 1985; —. Best of Cum, The #5 (Gourmet Edition #77); —. Best of Cum, The #7 (Gourmet Edition #135); —. Best of Pleasure Production, The #4 (A Gourmet Edition): Edition); —.
Big Fuckin' Tits (Gourmet Edition #95); —.
Black, Hot and Horny (A Gourmet Edition); —.
Black Magic (A Gourmet Edition) The Insatiables #17; Blondes Have More Cum #4 (Gourmet Edition #136) August, September, October 1984; Intex Nederland Box Lunch; Hardball. Brother Transvestite, Vol. 2 by Lucy Tania; Mutrix Corp. Buf, Vol. 17, No. 2, March 1985; G & S Publications

Inc. Castaway Transvestite, Vol. 2; Mutrix Corp.
Closer You Get; The (Gourmet Edition # 119); —.
Club International, Vol. 14, No. 3; Paul Raymond
Publications Ltd. Couples, Vol. 5, No. 4, April 1985; Couples Inc. Cum Buddies Special #1; —. Cum Coated Lips (A Gourmet Edition), The Insatiables #16; —. Danish Hardcore; -Diamond Collection, No. 9; Elfra GmbH.
Diamond Special #2 (Gourmet Edition #63); —.
Dynamite; #4 (A Gourmet Edition); —.

901 Ero, No. 8; —.
Erotic Girls; Venus Publications Ltd.
Escort, Vol. 5, No. 2; Paul Raymond Publications Ltd.
Explorer, No. 1; Nordisk Bokindustry A.B.
Fantasy Fulfilment \$1—Adultery; —.
Female Impersonator (Transvestite Study Heterosexual); —. Fiesta, Vol. 19, No. 2; Galaxy Publications Ltd. Frat House Fucks; Hardball. Fuck Poker; Hardball. Fuckin' Freckles (A Gourmet Editional) The Insatiables Fucking Secretaries (Gourmet Edition #131); —.
Gallery, Vol. 13, No. 4, April 1985; Montcalm Publishing Corp.
Gem, Vol. 26, No. 6, April 1985; G & S Publications Inc. Gent (Home of the "D" Cups), March 1985; Dugent Publishing Corp. Gentleman Transvestite, Vol. 1 by Daphne Morrissey; Mutrix Corp. Gentleman Transvestite, Vol. 2 by Daphne Morrissey; Mutrix Corp.

Girls Who Crave Big Cocks #4 (Gourmet Edition #142)

Girls Who Eat Cum #3 (Gourmet Edition #96); —.

Girls Who Love It Suck, No. 2 (Gourmet Edition #141); Girls Who Take It Up The Ass #3 (Gourmet Edition Gourmet Presents Body Girls (Gourmet Edition #124); Gourmet Presents the Best of Cal Vista (Gourmet Edition #106); Hard TV III (Gourmet Special No. 29); —.
Hard TV VI (Gourmet Special \$82); —.
He Knew What He Wanted; Mutrix Corp.
Here's Looking At Us (All Visual Series No. 5); Swish
Publications Ltd.
Human Digest, Vol. 9, No. 3, March 1985; Thomaston Publications Inc. Hustler Library Edition, No. 2; Hustler Magazine Inc. Hustler Library Edition, No. 4; Hustler Magazine Inc. Hustler Library Edition, No. 7; Hustler Magazine Inc. Do; Hardball. Male Call, No. 45; Undercounter Publications.
Male Turns Female, A by Connie Verbeck; —.
Mayfair, Vol. 20, No. 2; Fisk Publishing Co. Ltd.
Men Only, Vol. 50, No. 2; Paul Raymond Publications Ltd. Offering, The; -Oui Special Issue, Vol. 4, No. 53 Spring '85 (Basketball '85); Laurant Publishing Ltd. '85); Laurant Publishing Ltd.
Petticoat Boy by Nan Gilbert; Mutrix Corp.
Player, The (A Gourmet Edition); —.
Porn Broker, No. 84; Undercounter Publications.
Rendezvous, No. 94; Anina.
Ribald, No. 330, Thursday 22nd March 1979; Star Newspapers Pty. Ltd.
Ribald, No. 333, Thursday 12th April 1979; Star Newspapers Pty. Ltd.
Ribald, No. 387, Thursday 24th April 1980; Sloan St. Publishing Co. Pty. Ltd.
Ribald, No. 404, Thursday 21st August 1980; Sloan St. Publishing Co. Pty. Ltd.

Publishing Co. Pty. Ltd. Ribald, No. 633, Thursday 24th January 1985; Malnoj

Pty. Ltd. Ribald, No. 634, Thursday 31st January 1985; Malnoj

Pty. Ltd. Ribald, No. 635; Thursday 7th February 1985; Malnoj Pty. Ltd.

School for Transvestites by Amy Camus; Mutrix Corp. Sex O'm, No. 21; Silwa Film.
Sexpaper, No. 260; Undercounter Publications.
Spanking Photo Album, No. 35; Rosslyn News Co.
Spin the Bottle; —.

Spin the Bottle; —.

Super Gourmet Review #6 (Gourmet Edition #130); —.

Superstars of Film (A Gourmet Special); —.

TV Glamour Queen; Mutrix Corp.

TV Summer Camp, No. 1; Mutrix Corp.

Teenage Sex; —. Transvestite Drive-In; Mutrix Corp. Transvestite In Paris by Siobhan Frederick; Mutrix Corp. Transvestite Marriage, No. 2; Mutrix Corp. Triangle (The Insatiables #40); -

Vibrations, Vol. 3, No. 5; Tabor Publications Ltd. Vibrations, Vol. 3, No. 12; Tabor Publications Ltd. Vibrations, Vol. 4, No. 4; Tabor Publications Ltd.

Vulva, No. 1; Sol-Verlags-GmbH. Watching Turns Me On (A Gourmet Edition) The Insatiables #25; —. Waveriders; – Weekend Pass (A Gourmet Edition) The Insatiables #20; Wrestling Photo Album, No. 40; Rosslyn News Co.

INDECENT PUBLICATIONS AND ARTICLES ACT 1902-1983.

I, RONALD DAVIES, being the Minister administering the Indecent Publications and Articles Act 1902-1983, acting in the exercise of powers conferred by sub-section (1) of section 10 of that Act, do hereby determine that the Publications (Printed Matter) specified in the schedule below shall be classified as restricted publications for the purposes of that Act.

Dated this 27th day of February, 1985.

RONALD DAVIES, Minister for the Arts.

Schedule.

Title; Publisher.

```
3 Way Sex (Gourmet Edition #132); -
3 Way Sex (Gourmet Edition #132); —.
Asshole Buddies Special; —.
Back Door Girls, No. 1; Peignot Press.
Beautiful Bondage Scenes, No. 1, November 1980;
London Enterprises Ltd.
Bondage Life, Vol. 1, No. 9, June 1981; Lyndon Distributing Ltd.
Bottoms Up, Vol. 2, No. 1; Esoteric Press Inc.
Bound to Please, Vol. 3, No. 6; H.O.M. Inc.
Cara Lott Special (Gourmet Edition #83) January,
February, March 1983; Intex Nederland BV.
Collection in Review 1984 (Gourmet Edition #121);
—.
  Couples Who Fuck in Public (Gourmet Edition #91);
  Crime & Punishment, Vol. 2, No. 1; Tao Productions
          Inc.
 Cult of Sodomy (A Gourmet Edition) Insatiables #49;
Intex Nederland BV.
  Dark & Light Meat (A Gourmet Edition) The Insati-
           ables #42;
  Dark & Sweet #2 (Gourmet Edition #116);
 Dominating Females, No. 1, December 1982; London Enterprises Ltd.
Dynamic Duos #3 (Gourmet Edition #101); —.
Dynamic Duos #4 (A Gourmet Edition); —.
Eating Pussy (Gourmet Editon #84); —.
Erotic Adventures in Bondage (Premiere Issue); —.
European Heat (A Gourmet Edition) The Insatiables
#27; —.
Exotique, Vol. 3, No. 1; J. Jordan Associates Ltd.
Fantasy World, Vol. 1, No. 1; Holly Publications.
Female Swingers, Vol. 1, No. 3; —.
First Time for Everything (A Gourmet Edition) The Insatiables #24; —.
Foxy & Fettered, Vol. 1, No. 5; Rosslyn News.
Fucking Housewives, No. 2 (Gourmet Edition #125);
 Girls Next Door, The Number 1; -
 Girls Who Crave Big Cocks #2 (Gourmet Edition #44);
 Girls Who Love Girls #3 (Gourmet Edition #122);
 Gourmet Presents Collection #2 (Gourmet Edition #41);
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Hard TV II (Gourmet Special #25); —. High Heeled and Dominant, Vol. 1, No. 3, January

1982; London Enterprises Ltd.
Hogtie, Vol. 3, No. 8; House of Milan Corp.
Hot Fuckin' Brunettes, August, September, October
1984 (Gourmet Edition #137); Intex Nederland

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Innocent Lesbians (A Gourment Edition) The Insatiables #14; —.

Janus, Vol. 1, No. 12; Janus Publications.

Janus, Vol. 2, No. 2; Janus Publications.

Janus, Vol. 2, No. 4; Janus Publications.

Janus, Vol. 2, No. 6; Janus Publications.

Janus, Vol. 2, No. 9; Janus Publications.

Janus, Vol. 3, No. 9; Janus Publications.

Janus, Vol. 3, No. 3; Janus Publications.

Janus, Vol. 3, No. 4, #28; Janus Publications.

Janus, Vol. 3, No. 7, #30; Janus Publications.

Janus, Vol. 3, No. 12, #35; Janus Publications.

Junus, Vol. 3, No. 12, #35; Janus Publications.

Justice, Vol. 2, No. 8; Realty Magazines.

Knotty, Vol. 3, No. 11; House of Milan Corp.

Libby Curtis Bondage Photo Book, The No. 1, March 1980; London Enterprises Ltd.

Lusty Brunettes (A Gourmet Edition) The Insatiables
   Innocent Lesbians (A Gourment Edition) The Insati-
   Lusty Brunettes (A Gourmet Edition) The Insatiables
 #32; —.
Lusty Ladies #4 (Gourmet Edition #104); —.
Madame, Vol. 1, No. 8; E. M. Publications.
Mistress Antoinettes Kinky Contacts, Vol. 3, No. 2;
Eros Publishing Co.
More Than Two (The Insatiables #37); —.
New Kinksize Sting, Vol. 2, No. 8; Red Lion Publishing Co.
                  ing Co.
  Newcummers #1 (A Gourmet Edition); Intex Neder-
                  land BV.
  Obey Correspondence Special, Vol. 1, No. 9; London
                  Life Magazine.
Life Magazine.

Open House (Gourmet Edition #110); —.

Oriental Syndrome (Gourmet Special #6); —.

Paradox Spanking Special, No. 2; Kadinsky Ltd.

Paradox Spanking Special, No. 4; Kadinsky Ltd.

Queens of Anal Sex (Gourmet Edition #128); —.

Say BiBi (Gourmet Edition #133); —.

Seka Special 1981 (Gourmet Special #23); —.

Sexpaper, No. 259; Undercounter Publications.

Showtime Part 1; Fantasia.

Something Completely Different (A Gourmet Ed
Showtime Part 1; Fantasia.

Something Completely Different (A Gourmet Edition)
The Insatiables #36; —.

Spanking Photo Album #20; Rosslyn News Company.
Spikes, Vol. 4, No. 3; Holly Publications.

Spread Legs, Vol. 2, No. 1, May, June, July 1982;
American Art Enterprises Inc.

Sting, Vol. 2, No. 4, July, August, September 1976;
Red Lion Publishing Co.

Super Gourmet Review #4 (Gourmet Edition #98); —.
Superhead. No. 4 (Gourmet Edition #134); —
 Superhead, No. 4 (Gourmet Edition #134); —. Sweet Young Foxes & Finger Talkin' (Gourmet Edition
#100); —.

TV Guys, No. 3; Golden State News.

Taboo, No. 83; Undercounter Publications.

Teri Martine Bondage Photo Book, The Book 3,

September 1983; Lyndon Distributing Ltd.

Transsexual Temptation (A Gourmet Edition); —.
  Three-Score;
  World of Transvestism, The, Vol. 1, No. 7; Swish
                Publishing Co.
 Your Fuckin' Requests (Gourmet Edition #126); -.
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INDECENT PUBLICATIONS AND ARTICLES ACT 1902-1983.

Notice of Appointment.

MADE by His Excellency the Governor in Executive

PURSUANT to section 7 of the Indecent Publications and Articles Act 1902-1983, His Excellency the Governor has been pleased to appoint Robyn Nicoll of 12 Duke Street, Subiaco to be a member of the State Advisory Committee on Publications constituted under the Indecent Publications and Articles Act 1902-1983 for the remainder of the term of Kim Margaret Rooney ceasing on 20 June 1988. on 20 June 1988.

> R. G. COOPER, Clerk of the Council.

TAXI CARS (CO-ORDINATION AND CONTROL) ACT 1963-1983.

TAXI CONTROL BOARD (ELECTIONS) REGULATIONS 1964.

REGULATION 6

Notice of Election.

NOTICE is hereby given pursuant to Regulation 6 of the Taxi Control Board (Elections) Regulations 1964, that pursuant to paragraph (b) of sub-section (4a) of section 5 of the Act, an election to elect two members for appointment to the Taxi Control Board will be held on 8 May 1985 at the office of the State Chief Electoral Officer, Perth, closing at 4 p.m. o'clock on that day.

Nominations of candidates are required to be made for the following vacancies—

- (1) A person who is the owner of a taxi car.
- (2) A person who is registered as a full-time driver of a taxi car but who is not also an owner,

and must be sent to the State Chief Electoral Officer, State Electoral Department, 5th Floor, The Atrium, 170 St. George's Terrace, Perth, so as to reach him not later than noon on Friday, 29 March 1985.

R. S. SHAW, Chief Electoral Officer Returning Officer.

HEALTH ACT 1911 (AS AMENDED). Health Department of Western Australia, Perth, 28 February 1985.

P.H.D. 268/64.

- 1. The cancellation of the appointment of Mr. David Anthony Chidlow as a Health Surveyor to the Shire of Greenough is hereby notified.
- 2. The appointment of Mr. Trevor Brian Brandy as a Health Surveyor to the Shire of Greenough is approved.

J. C. McNULTY, Executive Director, Public Health and Scientific Support Services.

FISHERIES ACT 1905. Notice No. 176.

F. &. W. 576/84.

PURSUANT to sections 10 and 11 of the Fisheries Act 1905 I hereby declare that with respect to a net known as a trawl net a net having the specifications in the Schedule hereto when used or intended to be used to take or attempt to take any fish in the Western Australian waters of the Abrolhos Islands shall be a lawful net.

Schedule.

- 1. Not more than two nets having meshes throughout of not less than 100 millimetres when measured in the specified manner.
- 2. Not more than two nets having a total or combined headrope length of not more than 25.6 metres (14 fathoms) when measured along the headrope between the two extreme points of attachment of the net mesh to the headrope.
- Not more than two nets having chafers or net liners covering no more than the bottom one half of the cod end of the nets.

H. D. EVANS, Minister for Fisheries and Wildlife.

INDUSTRIAL AND COMMERCIAL EMPLOYEES' HOUSING ACT 1973 (AS AMENDED).

Notice.

I, being the Minister of the Crown for the time being administering the Industrial and Commercial Employees' Housing Act 1973 (as amended) acting pursuant to subsection (2) of section 7 of that Act, and in the belief that the employers set out in the schedule to this notice are entitled to become participating employers for the purpose of that Act, hereby specify the employers set out in the schedule to this notice as participating employers for the purpose of that Act.

Schedule

Goldfields OutDoor Centre.
CCL Holdings Pty Ltd T/A CCL Hardware.
Sheppard Lalor.
Sandalwood Motel Pty Ltd.
West Coast Helicopters Pty Ltd.
Saxon Nominees Pty Ltd T/A BP South Hedland.
Dated at Perth this 26th day of February, 1985.

KEITH WILSON, Minister for Housing.

CREDIT UNIONS ACT 1979-1984.

Notices.

IT is hereby notified that the Honourable Keith James Wilson, M.L.A., Minister for Housing, acting under the provisions of section 170 of the Credit Unions Act has appointed to the Credit Union Advisory Committee from 7 March 1985, Mr. Edward Turner, of 18 Renegade Way, Kingsley, for a period of three years, Mr. Alexander John Clark, of Lot 609 Cheltenham Street, West Swan, for a period of two years, and Mr. Denis Charles Hagan, of 4 Widdecombe Street, Myaree, for a period of one year.

B. S. BROTHERSON, Registrar of Credit Unions.

LAND ACT 1933.

Notice of Intention to Grant a Lease Under Section 7.

Department of Lands and Surveys, Perth, 8 February 1985.

Corres. 6442/27.

IT is hereby notified that it is intended to grant a lease of Nuyts Location 11 to the Commonwealth of Australia for a term of twenty-one (21) years for the purpose of "Authorised Landing Area".

B. L. O'HALLORAN, Under Secretary for Lands.

LAND ACT 1933.

Notice of Intention to Grant a Special Lease Under Section 116.

Department of Lands and Surveys, Perth, 1 February 1985.

Corres. 1349/70V2.

IT is hereby notified that it is intended to grant a lease of Dampier Location 220 to F. J. & H. J. Hamlett for a term of 21 years for the purpose of Tropical Garden and Bird Park".

B. L. O'HALLORAN, Under Secretary for Lands.

FORFEITURES.

THE following leases and licences together with all rights, title and interest therein have this day been forfeited to the Crown under the Land Act 1933, for the reasons stated.

Name; Lease or Licence; District; Reason; Corres. No.; Plan.

Bolten, F. G.; 338/16158; Kununurra Lot 1470; Non-compliance with conditions; 2470/982; Kununurra 24.16.

Forrester, N. J. & E. M.; 338/14799; Coolup Lot 81; Non-compliance with conditions; 1227/77; Coolup Townsite.

Princely Pty Ltd.; 338/14926; Jerramungup Lot 238; Non-compliance with conditions; 1940/980; Jerramungup Townsite.

Salter, R. & A. T.; 338/16122; Kununurra Lot 1469; Non-compliance with conditions; 2469/982; Kununurra 24.16.

W.S.H. Pty Ltd; 3116/8120 (C.L. 25/1982); Karratha Lot 1072; Non-compliance with conditions; 2351/70; Karratha 25.19.

B. L. O'HALLORAN, Under Secretary for Lands.

Dated 5/3/85.

TOWN PLANNING AND DEVELOPMENT ACT 1928.

Office of the Minister for Planning, Perth, 5 March 1985.

IT is hereby notified for general information that His Excellency the Governor in accordance with the provisions of the Town Planning and Development Act 1928 has approved of the appointment of:

Magaret Anne Feilman as Chairman of the Town Planning Board for a term expiring on 31 January 1986.

> R. J. PEARCE, Minister for Planning.

TOWN PLANNING AND DEVELOPMENT ACT 1928.

Office of the Minister for Planning, Perth, 5 March 1985.

IT is hereby notified for general information that His Excellency the Governor in accordance with the provisions of the Town Planning and Development Act 1928, has approved of the appointment of—

Maxim John Zuvela as a member and Christopher Richard Thompson as his deputy;

to the Town Planning Board for a term expiring on 15 February 1988.

R. J. PEARCE, Minister for Planning.

TOWN PLANNING AND DEVELOPMENT ACT 1928 (AS AMENDED).

Notice that a Town Planning Scheme Amendment has been Prepared and is Available for Inspection.

City of Canning Town Planning Scheme No. 16—Amendment No. 316.

T.P.B. 853-2-16-18, Pt. 316.

NOTICE is hereby given that the City of Canning in pursuance of its powers under the Town Planning and Development Act 1928 (as amended) has prepared a Town Planning Scheme amendment for the purpose of:

- Renaming the use Class "Car Sales Premises" as "Vehicle Sales Premises" and apply parking standards thereto,
- Creating the use class "Recreation Vehicle Sales Premises" and,
- 3. Allowing for the temporary use of land adjacent to Vehicle Sales Premises for Vehicle display purposes when this land is reserved or has been acquired for road purposes.

All plans and documents setting out and explaining the amendment have been deposited at Council Offices, 1317 Albany Highway, Cannington and will be open for inspection without charge during the hours of 9.00 a.m. to 4.00 p.m. on all days of the week except Saturdays, Sundays and Public Holidays until and including 26 April 1985.

The plans and documents have also been deposited at the office of the Town Planning Department, Perth and will similarly be open for inspection for the same period between the hours of 10.00 a.m. and 4.00 p.m.

Any person who desires to make a submission on the amendment should make the submissions in writing in the form prescribed by the regulations and lodge it with Town Clerk, City of Canning, Locked Bag No. 8, Cannington, W.A. 6107, on or before 26 April 1985.

N. I. DAWKINS, Town Clerk.

CORRIGENDUM.

TOWN PLANNING AND DEVELOPMENT ACT 1928 (AS AMENDED).

Advertisement of Approved Town Planning Scheme Amendment.

Shire of Wanneroo Town Planning Scheme No. 1—Amendment No. 211.

TPB: 853-2-30-1, Pt. 211.

IT is hereby notified for public information that the notice under the above Amendment No. 211 published at page 622 of the *Government Gazette* dated Friday, 15 February 1985 contained an error which is now corrected as follows:

For the words "6 (b) Deleting the symbols under Column 19".

Read "6 (b) Deleting the symbols under Column

R. F. COFFEY, President.

CORRIGENDUM.

TOWN PLANNING AND DEVELOPMENT ACT 1928 (AS AMENDED).

Notice that a Town Planning Scheme Amendment has been Prepared and is Available for Inspection.

Shire of Serpentine-Jarrahdale Town Planning Scheme No. 1 Amendment No. 41A.

TPB: 853/2/29/1, Pt. 41A.

IT is hereby notified for public information that the notice under the above Amendment No. 41A published at page 679 of the *Government Gazette* No. 16 dated Friday, 22 February 1985, contained an error which is now corrected as follows:

For the words L. G. Mann, Shire Clerk, read N. D. Fimmano, Shire Clerk.

N. D. FIMMANO, Shire Clerk.

PUBLIC WORKS DEPARTMENT AND

BUILDING MANAGEMENT AUTHORITY

Tenders, closing at West Perth, at 2.30 p.m. on the dates mentioned hereunder are invited for the following projects. Tenders are to be addressed to the Minister (either for Works or for Water Resources as indicated on the tender document),

C/- Contract Office.
Public Works Department,
Dumas House,
2 Havelock Street,
West Perth. Western Australia 6005

and are to be endorsed as being a tender for the relevant project.

The highest, lowest, or any tender will not necessarily be accepted.

PUBLIC WORKS DEPARTMENT

Contract No.	Project	Closing Date	Tender Documents now available at	
24001	Kalbarri Sewerage Extension of Sewers—P.V.C. Gravity Sewer Schedule of Rates Contract	19/3/85	P.W.D., West Perth P.W.D., Geraldton	
24006	Bidyadanga Aboriginal Community—La Grange—Water Sup- ply—Construction of two 225 m³ RCC Roofed Tanks and Transport and Erection of one 50 m³ F.R.P. Roofed Tank on 15 m Stand	26/3/85	P.W.D., West Perth District Engineer, Kununurra	
24019 24020	Sale of land—Lot 151 Honour Avenue, Wyalkatchem Sale of Building and Land Lots 35, 26 and 28 McAndrew Road,	2/4/85 2/4/85	F.W.D., West Perth P.W.D., West Perth	
24020	Brunswick Junction	011105	D 137 D 137 / D- 41-	
24021	Leonora Water Supply—1 000 m³ Reinforced Concrete Tank	2/4/85	P.W.D., West Perth P.W.D., Kalgoorlie	
24022	at Mt George Goldfields and Agricultural Water Supply VHF/UHF Radio System—Zone 1 buildings	9/4/85	P.W.D., West Perth	
24023	Sale of House and Land Lot 21 (No. 16) Talbot Road, Brunswick Junction	2/4/85	PW.D., West Perth	
24029	Mullewa Water Supply—225 m³ Reinforced Concrete Circular	2/4/85	P.W.D., West Perth P.W.D., Geraldton	
24030	Roofed Tank Yalgoo Water Supply—225 m³ Reinforced Concrete Circular Roofed Tank	2/4/85	P.W.D., West Perth P.W.D., Geraldton	

BUILDING MANAGEMENT AUTHORITY

Contract No.	Project	Closing Date	Tender Documents now available at
23988	Cunderdin Agricultural College, Northam High School, Pingelly Police Station—Repairing/Replacement of Bitumen Paving	12/3/85	B.M.A., West Perth B.M.A., Northam
3989	Bulk Contract Wandering Water Supply—Supply and Installation of Flexible Lining to 7 000 m ³ Excavated Reservoir	12/3/85	P.W.D., West Perth
3990	Public Works-South Hedland New Office Building Erection	26/3/85	B.M.A., West Perth B.M.A., South Hedland
3991	Kalgoorlie Regional Hospital-Staff Accommodation Additions	12/3/85	B.M.A., West Perth B.M.A., Kalgoorlie
3994	Marble Bar Primary School—Improvements 1985	19/3/85	B.M.A., West Perth B.M.A., South Hedland
3997	Narrogin Agricultural College—Farm Wing Buildings—Internal and External Repairs and Renovations	19/3/85	B.M.A., West Perth B.M.A., Narrogin
3998	Albany Regional Resource Centre—Internal and External Repairs and Renovations	12/3/85	B.M.A., West Perth B.M.A., Albany
3999*	Armadale—Cecil Andrews High School Stage 3/4	19/3/85	B.M.A., West Perth
4000	Koongamia Primary School—External and Internal Repairs and Renovations	12/3/85	B.M.A., West Perth
4002	Hollywood Senior High School Additions—Media/Drama and	12/3/85	B.M.A., West Perth
4003	Computing Kalgoorlie Regional Hospital Staff Accommodation Extension to Hutton Lodge—Electrical Services (Nominated Sub Contract)	19/3/85	B.M.A., West Perth B.M.A., Kalgoorlie
4004	Registration of Tenderers—Graylands Hospital—New Man- ning Ward	19/3/85	B.M.A., West Perth
4005	Canning Vale Prison—New Personnel Fence	19/3/85	B.M.A., West Perth
4007	Hollywood Senior High School—Additions and Upgrade 1985— Mechanical Services	19/3/85	B.M.A., West Perth
	Karnet Prison—Abattoir and "A" Block Repairs and Renovations and Additions	19/3/85	B.M.A., West Perth
4009	Pemberton Hospital—Repairs and Renovations	26/3/85	B.M.A., West Perth B.M.A., Albany
24010	Schools General—Transportable Secondary Facilities Contract 1—Mechanical Services	19/3/85	B.M.A., West Perth B.M.A., Geraldton
24011	Schools General—Cyclonic Transportable Secondary Facilities Contract 2—Mechanical Services	19/3/85	B.M.A., West Perth B.M.A., Geraldton

PUBLIC WORKS DEPARTMENT AND BUILDING MANAGEMENT AUTHORITY—continued

Contract No.	Project	Closing Date	Tender Documents now available at B.M.A., West Perth	
24012	West Armadale (Cecil Andrews) High School—Stage 3/4—Electrical Installation (Nominated Sub Contract)	19/3/85		
24013	Hollywood Senior High School Additions 1985—Electrical Installation (Nominated Sub Contract)	19/3/85	B.M.A., West Perth	
4014	Ashburton Primary School Stage 1—4 Classroom/Pre-Primary, Admin, 6 Classroom, Covered Assembly	26/3/85	B.M.A., West Perth	
4015	Samson Primary School—Stage 1—4 Classroom/Pre-Primary, Admin., 4 Classroom, Covered Assembly	26/3/85	B.M.A., West Perth	
4016	W.A. School of Nursing—Additions	26/3/85	B.M.A., West Perth	
4017	W.A. School of Nursing-Additions-Mechanical Services	26/3/85	B.M.A., West Perth	
4024	Perth—W.A. School of Nursing—Additions 1985—Electrical Services	26/3/85	B.M.A., West Perth	
4025	Armadale—Cecil Andrews High School—Stages 3 and 4 Mechanical Services	26/3/85	B.M.A., West Perth	
4026	Forests Department Bunbury Regional Office General Office, Meeting Room and Library—Air Conditioning Services and Associated Building Works	26/3/85	B.M.A., West Perth B.M.A., Bunbury	
4027	Samson Primary School Stage 1—Erection 1985 Electrical Installation	2/4/85	B.M.A., West Perth	
4028	Ashburton Primary School Stage 1—Erection 1985 Electrical Installation	2/4/85	B.M.A., West Perth	
4031	Kingsley—Halidon Primary School—Stage 1—4 Class/Pre- Primary, Admin., 6 Classrooms, Covered Assembly	2/4/85	B.M.A., West Perth	
4032	Heathridge—Eddystone Primary School—Stage 1—4 Class/Pre- Primary, Admin., 6 Classrooms, Covered Assembly	2/4/85	B.M.A. West Perth	

^{*} Deposit on Documents \$200.

E. A. BARKER, Acting Under Secretary for Works.

M. J. BEGENT, Executive Director, Building Management Authority.

ACCEPTANCE OF TENDERS

Contract No.	Project	Contractor	Amount	
			\$	
23829	Albany Senior High School—Repairs and Renovations	Szczepanik Bros	69 000.00	
23879	Quaranup Recreation Camp—Albany—New Dining Hall	J. Shields Building Co	163 689 . 00	
23851	Kununurra District High School—Additions—Stage 1— Electrical Installation	C. A. & W. D. Hoffman Electrical Contractors	22 337 . 58	
23874	Eastern Goldfields Senior High School—Internal and External Repairs and Renovations to Blocks A, B, C and Part of Block D	M. H. Cimen Pty Ltd	49 818.00	
23892	Primary Schools—Transportable Libraries	Kounis Metal Industries Pty Ltd	44 682.00	
23866	Perth—Francis Street Museum Upper Basement—Upgrading of Ventilation	A.C.E.S. Air Conditioning Pty Ltd	35 269.00	
2 3881	Fremantle Maritime Museum Restoration—Stage III	Interstruct Pty Ltd	393 155.00	
23887	Murdoch—Hospital Laundry and Linen Service—Preliminary Earthworks	Ertech Pty Ltd	107 495.00	

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE ACT 1909.

METROPOLITAN WATER AUTHORITY ACT 1982. METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE AMENDMENT BY-LAWS (No. 2) 1985.

MADE by the Metropolitan Water Authority.

Citation.

1. These by-laws may be cited as the Metropolitan Water Supply, Sewerage and Drainage Amendment By-laws (No. 2) 1985.

Commence-

- 2. (1) Subject to sub-bylaw (2), these by-laws shall come into operation on the date they are published in the Government Gazette.
 - (2) By-law 5 shall come into operation on 1 July 1985.

Principal by-laws.

3. In these by-laws the Metropolitan Water Supply, Sewerage and Drainage By-laws* are referred to as the principal by-laws.

By-law 28.6.2 amended.

- 4. By-law 28.6.2 of the principal by-laws is amended by deleting paragraph (c) (including the subparagraphs designated "(a)" and "(b)"), paragraph (d) and paragraph (e) and substituting the following paragraphs—
 - (c) Every application for approval of any material, fitting, fixture or apparatus for connection to the works of the Authority shall be made in writing and shall be accompanied by—
 - (i) 3 copies of drawings in a form acceptable to the Authority; and
 - (ii) unless exempted by the Authority, a sample of the material, fitting, fixture or apparatus.
 - (d) The Authority may, in writing, grant or refuse to grant approval to connect any material, fitting, fixture or apparatus to the works of the Authority or may grant such approval subject to such conditions as the Authority sees fit to impose.
 - (e) Where the Authority tests or inspects a material, fitting, fixture or apparatus for the purpose of this by-law a charge shall be imposed for that test or inspection. ".

By-law 30.6 amended.

5. By-law 30.6 of the principal by-laws is amended by deleting "\$30" and substituting the following— $\,$

" \$40 ".

The Common Seal of the Metropolitan Water Authority was affixed hereto in the presence of—

[L.S.]

D. W. ZINK,

H. J. GLOVER.

WATER BOARDS ACT 1904.

Bunbury Water Board.

Notice of Striking of Rate in the Bunbury Water Area.

IN accordance with the provisions of section 94 of the Water Boards Act, the Bunbury Water Board hereby gives notice that a rate of 4.862 cents in the dollar on the Gross Rental Value of all land in the Bunbury Water Area has been levied for the year ending 30 September 1985.

The full amount of such rate is payable forthwith in advance.

A. G. McKENZIE, Chairman.

WATER BOARDS ACT 1904. Bunbury Water Board.

Notice of Making Up Rate Book.

PURSUANT to section 79 of the Water Boards Act 1904, notice is hereby given that the Rate Book of the

Bunbury Water Board for the financial year ending 30 September 1985, is made up and is open to inspection by ratepayers during normal office hours.

V. S. SPALDING, Secretary.

WATER BOARDS ACT 1904.

Harvey Water Board.

Memorandum of Imposing Rates.

PURSUANT to section 94 of the Water Boards Act 1904, I certify that the Harvey Water Board, at a meeting held on 12 February 1985, did order a rate of fourteen and a half (14.50) cents in the dollar on the Gross Rental Values as entered in this ratebook and further ordered that the minimum rate to be charged on each separately assessed parcel of land the rate of which at fourteen and a half (14.50) cents would not exceed two

dollars shall be written two dollars.

M. W. SMITH,

Chairperson.

L. A. VICARY, Secretary.

^{*} Published in the Government Gazette on 22 January 1981 at pp. 165-219 and amended from time to time thereafter.

WATER BOARDS ACT 1904.

Harvey Water Board.

SECTION 79—Notice is hereby given that the ratebook for the Harvey Water Board has been made up for the year 1985 and may be inspected by ratepayers during office hours.

Section 94--Notice is hereby given that under powers conferred by the above Act, the Harvey Water Board has levied a rate of fourteen and a half (14.50) cents in the dollar on the Gross Rental Values for the year ending 31 December 1985, with a minimum rate assessment of two (2) dollars and a charge of ten (10) dollars for each additional service on all rateable land in the Harvey Water Board area.

A memorandum to this effect has been duly entered in the ratebook and signed.

Dated at Harvey this 28th day of February, 1985.

M. W. SMITH, Chairperson.

L. A. VICARY,

Secretary.

SHIRE OF MENZIES.

Municipal Fund.

STATEMENT OF RECEIPTS AND PAYMENTS FOR YEAR ENDED 30 JUNE 1984.

	Receip	ts.			
					\$
Rates					44 775.58
Licences					31.00
Government Grants					246 773.83
Income from property					11 901.60
Sanitation			••••		1 041.00
Interest on investments	••••				1 814.74
Debt service recoup	••••		• • • •		29 200.28
Sale of plant					16 800.00
Sale of land					3 850.00
Other revenue					1 890.96
					\$358 078.99
	n				
	Paymer	its.			•
A A t to control					\$
Administration:					33 190.33
Staff Members					3 934.21
D. L. C		****			36 677.74
Public works and services					149 424.30
Buildings:					149 424.50
Construction					1 301.75
Maintenance					15 076.78
Health service					8 810.27
Plant machinery and tools					118 775.43
Operation costs overallocate					15 331.70
All other expenditure					935.34
					\$352 794.45
				_	
S	UMMA	RY.			•
D 4 4 1 4 1 7 / 1000					\$
Debit balance—1/7/1983	• • • • • • • • • • • • • • • • • • • •		****	••••	15 553.91
Receipts as per statement		••••	••••		358 078.99
					342 525.08
Desired as now Statement					352 794.45
Payments as per statemen		••••			
Debit balance as at 30 Jun	e 1984	•		••••	\$10 269.37
BALANCE SHE	ET AS	AT 30	JUNE	1984.	
	Assets	S.			
					\$

Payments as per sta	itement .		****	• • • • •	352	794.45
Debit balance as at 30) June 19	84			\$10	269.37
BALANCE	SHEET	AS AT 30	JUNE	1984		
	As	sets.				
Current assets Non-current assets					37	\$ 110.26 239.35
Deferred assets						19.35
Fixed assets					310	768.00
Electricity undertaking						119.66
				_	\$483	256.62
	Liab	ilities.		_		
						\$
Current liabilities					12	439.62
Non-current liabilities						239.35
Deferred liabilities			••••	••••	126	363.74
					\$139	042.71
				_		\$
Total assets						256.62
Total liabilities			••••	••••	139	042.71
Municipal Accumulation	on Accou	nt Surplu	s		\$344	213.91
				_		

We hereby certify that the figures and particulars above are B. D. ROBINSON, President.

P. J. RODGERS, Shire Clerk.

Audit Report.

I report that I have examined the books of account and records and applied audit checks to the financial transactions of the Shire of Menzies for the year ended 30 June 1984, in accordance with the "Directions to Local Government Auditors" by the Minister for Local Government (pursuant to section 633A (1) (a) of the Local Government Act), plus such additional audit tests considered necessary in the circumstances. Subject to the limitation that a comprehensive system of internal control was not able to be instigated, due solely to the fact that all office procedure was (necessarily) undertaken by one person,

In my Opinion:

- n my Opinion:

 (1) The Balance Sheet as at 30 June 1984 and the related financial statements for the year ended 30 June 1984 have been properly drawn up in accordance with those books and are consistent with the Local Government Act—Accounting Directions; and

 (2) The Balance Sheet as at 30 June 1984 and the related financial statements for the year ended 30 June 1984 present a true and fair view of the affairs of the Shire; and
- (3) That to the best of my knowledge and belief no matter of material importance has been omitted from examination in the audit due to unavailability; and
- (4) That I have obtained all information and explanations which to the best of my knowledge and belief were necessary for the purposes of my audit; and
- That the books of account have been kept in a reasonably satisfactory manner; and
- That based on the audit tests undertaken and to the best of my knowledge and belief, no unauthorized expenditure has been incurred by the council.

M. L. KIELY A.A.S.A. C.P.A., Registered as a Local Government Auditor (No. 110) with the Local Government Auditors Board and per the Local Government Act. M. L. Kiely & Associates.

4 December 1984.

LOCAL GOVERNMENT ACT 1960.

City of Bunbury.

IT is hereby notified that the following person has been appointed Honorary Inspector for the purpose of Council's By-law relating to Parks and Public Reserves, published in the Government Gazette on 16 March 1969.

Reginald Petterson.

The appointment of William Swain as an Honorary Inspector is hereby cancelled from date of publication.

A. G. McKENZIE,

Mayor.

V. S. SPALDING, Town Clerk.

SHIRE OF DUMBLEYUNG.

Dog Control Officer.

THE Gazettal of Mr. Lawrence John Balcombe as Dog Control Officer is cancelled as at Thursday, 21 February 1985.

K. L. WINDEBANK Acting Shire Clerk.

SHIRE OF MERREDIN.

Acting Shire Clerk.

IT is hereby notified for public information that Mr. J. H. Beaton has been appointed Acting Shire Clerk of the Shire of Merredin for the period 8 March 1985 to 12 April 1985 during the absence of the Shire Clerk on annual leave.

> R. LITTLE Shire Ćlerk.

SHIRE OF NORTHAMPTON.

Acting Shire Clerk.

IT is hereby notified for public information that William Francis Moore has been appointed Acting Shire Clerk for the period 25 February 1985 to 5 April 1985.

The appointment of Hugh James Fraser is herewith cancelled.

R. W. ALLEN. Shire President.

DOG ACT 1976-1977.

Shire of West Pilbara.

IT is hereby notified for public information that the following persons have been appointed as Registration Officers pursuant to section 3 of the Dog Act 1976:

Kimberley Ronald Hastie. Pamela Fay Murphy. Melanie McClure. Jane Alison Baker,

and that the appointments of the following persons have been cancelled:

Annette Murtagh. Noeline Penter. Nicole Criddle.

D. G. McCUTCHEON. Shire Clerk.

SHIRE OF YORK.

IT is hereby notified that Robin Henry Gurney is appointed Shire Clerk, Building Surveyor and Fire Control Officer with the Shire of York from 18 February

The appointment of John William Angus as Acting Shire Clerk is hereby cancelled.

> P. P. MONGER. President.

LOCAL GOVERNMENT ACT 1960.

City of Bayswater.

Notice of Intention to Borrow.

Proposed Loan (No. 171) of \$30 000.

PURSUANT to section 610 of the Local Government Act, the Bayswater City Council hereby gives notice that it proposes to borrow money, by the sale of debenture or debentures, on the following terms and for the following purposes: \$30 000 for a period of 10 years, repayable at the office of the City of Bayswater in 20 equal half-yearly instalments of principal and interest. Purpose: Building Construction—Extensions and fittings to Crimea Reserve Changerooms.

Descriptions and estimate of cost, as required by section 609, are onen for inspection at the office of the Council during business hours, for 35 days after publication of the required notice.

Repayments of Principal and Interest being met by Morley Eagles Baseball Club Inc.

Dated the 27th day of February, 1984.

J. B. D'ORAZIO. Mayor. K. B. LANG, Town Clerk.

LOCAL GOVERNMENT ACT 1960.

City of Bunbury.

Notice of Intention to Borrow.

Proposed Loan (No. 202) of \$100 000.

PURSUANT to section 610 of the Local Government Act, the City of Bunbury hereby gives notice that it proposes to borrow money by the sale of a debenture and debentures, on the following terms and for the following purpose. One hundred thousand dollars (\$100 000) repayable at the office of the State Government Insurance Office, 170 St. George's Terrace, Perth. by twelve equal half yearly repayments of principal and interest. Purpose: Construction of changeroom and toilet facilities plus car parking at Hay Park Sporting Complex.

Plans, specifications and estimates as required by section 609, are open for inspection by ratepayers at the Office of Council. Stephen Street, Bunbury during office hours for 35 days after the publication of this notice.

> A. G. McKENZIE Mayor.

V. S. SPALDING. Town Clerk.

LOCAL GOVERNMENT ACT 1960.

City of Melville.

Notice of Intention to Borrow.

Proposed Loans—(No. 321) of \$150 000;

(No. 324) of \$120 000.

PURSUANT to section 610 of the Local Government Act 1960-1981, the City of Melville hereby gives notice of its intention to borrow money by the sale of debentures on the following terms and for the following purposes:

Loan 321—\$150 000—For a period of ten years repayable at the office of the City of Melville in 20 half-yearly instalments with the interest rate to be re-negotiated at 4 yearly intervals. Being cost of the Morris Buzacott Reserve extensions.

Loan 324—\$120 000—For a period of ten years repayable at the office of the City of Melville in 20 half-yearly instalments with the interest rate to be re-negotiated at 4 yearly intervals. Being cost for footpath re-surface and re-juvenation in the City of Melville.

Plans, specifications and estimate of costs as required by section 609 of the Act are open for inspection at the Office of the Council, Almondbury Road, Ardross, during office hours (9.00 a.m. to 4.00 p.m.) Monday to Friday for thirty-five (35) days after publication of this notice.

Dated this 1st day of March, 1985.

J. F. HOWSON,

Mayor. RALPH H. FARDON. Town Clerk.

LOCAL GOVERNMENT ACT 1960.

Town of Bassendean.

Notice of Intention to Borrow.

Proposed Loan (No. 146) of \$60 000.

PURSUANT to section 610 of the Local Government Act 1960, the Council of the Town of Bassendean hereby Act 1960, the Council of the Town of Bassendean hereby gives notice that it proposes to borrow money by sale of debenture on the following terms and for the following purpose: Sixty thousand dollars for ten years, payable by twenty equal half-yearly instalments of principal and interest. Purpose: Road Construction.

Plans, specifications and estimates of costs, as required by section 609, are open for inspection at the office of the Council, 48 Old Perth Road, Bassendean, during business hours for 35 days after publication of this notice.

this notice.

Dated 6th day of March, 1985.

J. B. COX, Mayor. C. McCREED, Town Clerk.

LOCAL GOVERNMENT ACT 1960. Shire of Kojonup.

Notice of Intention to Borrow.

Proposed Loan (No. 108) of \$28 600.

PURSUANT to section 610 of the Local Government Act 1960 the Shire of Kojonup hereby gives notice that it proposes to borrow by sale of debentures, on the following terms and for the following purpose—Terms: Loan to be for a term of ten years at ruling Treasury rates repayable at the office of the Council in twenty equal half yearly instalments of principal and interest. Purpose: Part cost of the provision of Netball/Basketball and Tennis Courts.

Plans, specifications and estimates of costs as required by section 609 of the Local Government Act are open for inspection at the office of the Council during normal office hours for a period of thirty-five days after publication of this notice.

Dated this 28th day of February, 1985.

R. H. SEXTON, President. P. DURTANOVICH. Shire Clerk.

LOCAL GOVERNMENT ACT 1960.

Town of Northam.

Notice of Intention to Borrow.

Proposed Loan (No. 172) of \$25 000.

PURSUANT to section 610 of the Local Government Act 1960 the Council of the Municipality of the Town of Northam hereby gives notice that it proposes to borrow funds of up to \$25 000 by the sale of debentures repayable over a period of 5 years at the Office of the Council, Northam, by ten equal half-yearly instalments of Principal and Interest. Purpose: Footpath Construction.

Specifications and estimates as required by section 609 of the Local Government Act are available for inspection by ratepayers for a period of 35 days from the gazettal of this notice.

Dated this 1st day of March, 1985.

F. A. R. KILLICK, Mayor

B. H. WITTBER, Town Clerk.

LOCAL GOVERNMENT ACT 1960.

Shire of Wanneroo.

Notice of Intention to Borrow.

Proposed Loan (No. 242) of \$250 000.

PURSUANT to section 610 of the Local Government Act 1960, the Wanneroo Shire Council hereby gives notice that it proposes to borrow money by the sale of debentures for the following purposes:—

Engineering Works:

Drainage—		\$
Christie Court		15 000
Horford Way		17 000
Butterworth Avenue		4 200
Hazelbury Avenue		11 800
Miscellaneous—Historic Sheep	Dip	5 000
Cycleways—Beach Road (Pt.) Buildings:	•	33 100
Kallaroo Community Hall		163 900
	_	\$250 000

The loan for a period of 9 years will be repayable at the office of the Shire of Wanneroo, by 18 half-yearly instalments of principal and interest, with the interest rate being re-negotiated after each 4 year period or part thereof.

Plans, specifications and estimates of costs as required by section 609 of the Act are available for inspection at the office of the Council during business hours for thirty-five (35) days from publication of this notice.

Dated this 8th day of March, 1985.

N. TRANDOS, President.

R. F. COFFEY, Shire Clerk.

LOCAL GOVERNMENT ACT 1960.

Shire of West Arthur.

Notice of Intention to Borrow.

Proposed Loan (No. 50) of \$40 000.

PURSUANT to section 610 of the Local Government Act 1960, the Council of the Shire of West Arthur gives notice that it proposes to borrow money by the sale of debentures on the following terms and for the following purposes: \$40 000 for a period of 5 years at ruling interest rates, repayable at the office of the Council in 10 half-yearly instalments of principal and interest. Purpose: Darkan Sportsgrounds Reticulation.

Plans, Specifications and estimates required by section 609 are open for inspection at the office of the Council for a period of 35 days following the publication of this notice.

K. M. McINERNEY, President.

G. S. WILKS, Shire Clerk.

LOCAL GOVERNMENT ACT 1960.

Municipal Elections.

Department of Local Government, Perth, 28 February 1985.

IT is hereby notified, for general information, in accordance with section 138 of the Local Government Act 1960 that the following persons have been elected Members of the Undermentioned Municipalities to fill the vacancies shown in the particulars hereunder:—

Member Elected. Surname; First Name; Ward; How vacancy occurred: (a) Effluxion of time; (b) Resignation; (c) Death; (d) Disqualification; (e) Other; Name of Previous Member; Remarks.

Town of Geraldton.

Ashplant, Ronald Leonard; —; (b); Mayhew, R. A.; Extraordinary.

Town of Geraldton.

MacGregor, John Royston; —; (c); De Wit, J.; Extraordinary.

M. C. WOOD, Secretary for Local Government.

WORKERS' COMPENSATION AND ASSISTANCE ACT 1981-1984.

Notice of Appointment.

MADE by His Excellency the Governor in Executive Council.

UNDER section 95 (4) of the Workers' Compensation and Assistance Act 1981-1984, and on the nomination of the Minister for Industrial Relations, His Excellency the Governor has been pleased to appoint the following person to be deputy of the Chairman of the Workers' Assistance Commission established by the Workers' Compensation and Assistance Act 1981-1984.

Henry Thomas Neesham of 56 Hammad Street, Palmyra, to act as Chairman in the absence of Mr Chapman.

By His Excellency's Command,

R. G. COOPER, Clerk of the Council.

STATE TENDER BOARD OF WESTERN AUSTRALIA

Tenders for Government Supplies

Date o Advertisi		Schedule No.	Supplies Required	Date of Closing
1985				1985
Feb. 1		256A1985	Well Control Equipment—Department of Mines	Mar. 14
Feb. 15		290A1985	Power Transformers and MV Switchgear for the Fremantle Fishing Boat	1viai. 17
			Harbour Redevelopment—P.W.D	Mar. 14
Feb. 22		301A1985	20 mm Water Meters (15 000 approx.) 1985/86—M.W.A	Mar. 14
Feb. 22		302A1985	Sodium Hypochlorite Solution for 1985/86—M.W.A	Mar. 14
Feb. 22	•	304A1985	49-seat (Adult) Diesel Engine Automatic School Bus—Education Department	Mar. 14
Mar. 1		321A1985	Crushed aggregate (12 380 tonnes) (Narrogin area)—M.R.D	Mar. 14
Mar. 1		322A1985	Readymix Concrete for Greenmount Reservoir Pond No. 2	Mar. 14
Mar. 1		323A1985	Black lace-up shoes (3 000 pairs approx.) Prisons Department	Mar. 14
Mar. 8		324A1985	Ultra High Frequency Hand-Held Mobile Transceivers (42 only)—Prisons	mar. 1
			Department	Mar. 14
Feb. 8		280A1985	P.V.C. Coated Nylon Tarpaulin Material (17 000 m)—Westrail	Mar. 21
Feb. 22		305A1985	Mobile X-Ray Machine one (1) only—Royal Perth Hospital	Mar. 21
Feb. 22		306A1985	Electroencephalography Machine (EEG) one (1) only—Royal Perth Hospital	Mar. 21
Feb. 22		308A1985	First Grade Sleepers (1 year period)—Westrail	Mar. 21
Mar. 1		309A1985	Numerically Controlled Press Brake (80 tonne capacity) one (1) only (recalled)	1V1a1. 21
			Education Department	Mar. 21
Mar. 8		8A1985	Sterile Disposable Blood Transfusion sets (1 year period) (recalled)—various	14141. 21
			Government Departments	Mar. 28
Mar. 1		320A1985	High Voltage, Medium Voltage and control cables for Subiaco Wastewater	141411. 20
			Treatment Plant—M.W.A	Mar. 28
Mar. 8		325A1985	Four axle low loader one (1) only—Forest Department	Mar. 28
Mar. 8		328A1985	Glass Reinforced Plastic Hard Chine Planing Hull (15.8 m) one (1) only—	14141. 20
			Marine and Harbours	Mar. 28
Mar. 8		329A1985	Marine Diesel Engines (not less than 210 kW) two (2) only and associated	mar. 20
			equipment—Marine and Harbours	Mar. 28
Mar. 8		330A1985	Library Books (multiple copies) (2 year period)—Education Department	Mar. 28
Mar. 8		331A1985	4 Wheel Drive Front End Loader one (1) only—P.W.D.	Mar. 28
Mar. 8		333A1985	4 Wheel Drive Front End Loader one (1) only—P.W.D Five (5) tonne forward control (120 kW approx.) diesel cab and chassis two	1,141. 70
			(2) only—Hospital Laundry and Linen Services	Mar. 28
Mar. 8		334A1985	Single Side Band High Frequency Mobile Transceivers twenty-three (23)	14141. 20
			approx.—Forests Department	Mar. 28
Mar. 8		326A1985	Camera Plate System one (1) only—Government Printing Office	April 4
Mar. 8		327A1985	Submersible Sewerage Pumping Units for one year period—Public Works	April 4
			Water Supply	April 4
Mar. 8		332A1985		April 4

For Sale by Tender

Date o Advertisi		Schedule No.	For Sale	Date of Closing
1985				1985
Feb. 22	••••	293A1985	Removal of Scrap Aluminium Lithographic Plates (8 000 kg approx.) for a Twelve (12) month period from Government Printing Office	Mar. 14
Feb. 22	•…	294A1985	1982 Commodore VH Sedan (XQP 949); 1983 Ford Falcon XE Utility (XQR 547); 1983 Mitsubishi L200 Express Utility (XQX 371) at Geraldton	
Feb. 22	••	295A1985		Mar. 14
Feb. 22		296A1985	1982 Ford Falcon XE Station Wagon (XQN 315); 1982 Toyota FJ45 4 x 4	Mar. 14
		25 07 115 00	Utility (XQP 475) at Kununurra	Mar. 14
Feb. 22		297A1985	1982 Ford Falcon XE Station Wagon (XQI 867) at Derby	Mar. 14
Feb. 22	• • • • • • • • • • • • • • • • • • • •	298A1985	Ropa Mobile Kitchen Carayan (PW 67, UQW 428); Barayan Sleeping Units	Iviai. 14
			Caravans (PW 219, UQW 448) (PW 219, UQW 444); Baravan Tandem	
			Axle Caravan (PW 245, UQW 684) at East Perth	Mar. 14
Feb. 22		299A1985	Johnson 3LD Sludge Pump (PW 5330) at Wyndham	Mar. 14
Feb. 22		300A1985	1982 Commodore VH Sedan (XQR 091); 1982 Ford Falcon XE Station	mur. 1
			Wagon (XQH 472); 1982 Ford Falcon XE Sedan (XQH 470) at Karratha	Mar. 14
Feb. 22	••	303A1985	1978 Toyota S.W.B. Hard Top (XQE 590); 1981 Toyota Hi Lux 4 x 4 Utility	1,141. 1
			(XQN 373) at Mundaring Weir	Mar. 14
Mar. 1		310A1985	1982 Ford Falcon XE Sedan (XQR 400); 1982 Ford Falcon XE Sedan (XQO	111411
			762) at South Hedland	Mar. 21
Mar. 1		311A1985	1980 Holden Commodore VB Sedan (XOI 871) at Derby	Mar. 21
Mar. 1		312A1985	Viscount Caravan four (4) metre (UQW 552) (recalled) at South Hedland	Mar. 21
Mar. 1		313A1985	1982 Nissan Crew Cab Utility (MRD 6294); 1982 Datsun Crew Cab Utility	
			(MRD 6293) at Geraldton	Mar. 21

STATE TENDER BOARD OF WESTERN AUSTRALIA-continued.

For Sale by Tender-continued

Date of Advertising	Schedule No.	For Sale	Date of Closing
Mar. 1	314A1985	1982 Mitsubishi Express Utility (XOO 065) at Kununurra	Mar. 21
Mar. 1	315A1985	Finsbury Centrifugal Pump (PW 4673) at Derby	Mar. 21
Mar. 1	316A1985	Ross-Grasso L821 Air Compressor (MRD 566); Ingersoll Rand Air Com-	
		pressor (MRD 407) at East Perth	Mar. 21
Mar. 1	317A1985	1981 Ford F100 Style Side Utility (XQN 962); 1979 Ford F100 4 x 4 Single	
		Side Utility (XQO 596) at Karratha	Mar. 21
Mar. 1	318A1985	1981 Nissan Urvan 15-seat bus (XQN 123); 1981 Nissan 15-seat bus (XQN	
*		556) (recalled) at Geraldton	Mar. 21
Mar. 1	319A1985	Caterpillar Crawler Tractor (MRD 218) at East Perth	Mar. 21

Tenders addressed to the Chairman, State Tender Board, 815 Hay Street, Perth. will be received for the abovementioned schedules until 10 a.m. on the dates of closing.

Tenders must be properly endorsed on envelopes otherwise they are liable to rejection.

Tender forms and full particulars may be obtained on application at the Tender Board Office, 815 Hay Street, Perth and at points of inspection.

No Tender necessarily accepted.

B. E. CORBOY, Chairman, Tender Board,

ACCEPTED TENDERS

Schedule No.	Particulars	Contractor	Rate
	Supply of	and Delivery	
43A1984	Sterile Winged Infusion sets (Scalp Vein) (1 year period)—various Govt Depts	Disposa Agencies Pty Ltd	Details on application
47A1984	Paper Teletypewriter, Ribbon Teletype Printer and Tape Paper Computing (1 year period)—various Govt Debts	Carmassey Paradar NCR Australia Pty Ltd	Details on application
649A1984		Medical Applications Pty Ltd	\$1 026 905 total cost
833A1984		Arrow Holdings Pty Ltd	\$43 046.55 total contract price
835A1984	Vacuum Brake Rubber Components—Westrail	Dunlop Industrial Avon Industrial Polymers Ltd	
859A1984	Two (2) only 64 kW Tractors to the Chapman Research Station, Chapman	C.J.D. Equipment Geraldton	\$65 285 total contract price
881A1984	One (1) only Tester, Diesel Fuel Injection Pump —New Midland Technical College	Lucas Industries Australia Ltd	\$25 477
903A1984	Aluminium containers, cooking foils, clear polyethelene/PVC self cling food wrap and certain papers (1 year period)—various Govt Depts	Various	Details on application
904A1984	Envelopes: Item 13 (1 year period)—various Govt Depts	Envelope Specialists	\$11.60 per 1 000
921A1984	Uniform Materials (2 year period)—Hospital Laundry and Linen Service:	tiles Ltd	
0.45.4.400.4	Item 1		\$3.79/metre
942A1984	only)—Westrail	CIZE Asserting (Color) Day 1 44	#129 and
221A1985	Item 2	SKF Australia (Sales) Pty Ltd Australian Koyo Ltd G.E.C. Industrial Products	\$17 each Details on application
	Purchase	and Removal	
981 A 1984	Secondhand 1971 36-seater Bedford School Bus (UQJ 618) at Denmark Agriculture School, Denmark	C. D. Dodd	\$626
216A1984	Tyres and Tubes at Dept of Agriculture, South Perth	Various	Details on application
218A1985	Secondhand Chamberlain Rims with balloon tyres four (4) only and two spare rims and clutch pressure plate at P.W.D., East Perth:		
	Item 1 Item 2		1317
219A1985	Surplus equipment at Agriculture Protection Board, South Perth		
232A1985	Item 7: Secondhand 1975 Toyota Landcruiser (UOR 564)	Norrish Enterprises	\$1 700
	Item 12: Secondhand 1976 Holden 1 ton Tray Top (UOR 136)	Derry Wholesale	\$1 461
	Item 19: Secondhand 1971 Bedford Table Top Truck (UQH 668) at Forests Dept, South Perth	Soltoggio Bros	\$426

STATE TENDER BOARD OF WESTERN AUSTRALIA—continued

Acceptance of Tenders—continued

Schedule No.	Particulars	Contractor	Rate
240A1985	Secondhand 1976 Toyota Coaster Bus (UQZ 265) at Forests Dept, Busselton	Bunbury Baptist Church	\$1 751
241A1985	Secondhand 1967 Chamberlain Commando Rear Loader (UQE 638) at Forests Dept, Busselton	W. G. & A. V. Hodges & Son	\$6 500
242A1985	Secondhand 1967 Chamberlain Commando Rear End Loader (UQE 645) at Forests Dept, Manjimup	South State Motors Pty Ltd	\$4 980
244A1985	Secondhand 1978 Toyota Dyna (XQF 503) at Forests Dept, Collie	Ray Mack Motors Pty Ltd	\$1 407
246A1985		Bay City Motors	\$4 871
247A1985	Secondhand Dodge Dual Cab Tray Top Truck (XQG 671) at P.W.D. Depot, Broome	Ray Mack Motors Pty Ltd	\$821
	Decline	of Tenders	
903A1984	Aluminium containers, cooking foil clear polythene/PVC self cling food wrap and certain papers (1 year period)—various Govt Depts, Items 5, 11, 12		
216A1985 232A1985	Tyres and Tubes at South Perth, Items 1 and 2 Various Vehicles (19) at Mundaring Weir Item 15		
	Cancellatio	on of Contracts	
904A1984 981A1984	Envelopes—Item 13 Secondhand 1971 Bedford School Bus (UQJ 618) at Denmark Agriculture School, Denmark	E. S. Wigg & Son Pty Ltd G. Garbin	

MAIN ROADS DEPARTMENT

Tenders

Tenders are invited for the following projects.

Tender documents are available from the Clerk-in-Charge, Orders Section, Main Roads Department, Waterloo Crescent, East Perth.

Tender No.		Description	Closing Date 1985	
102/84 110/84		Reconstruct, widen and prime 63 km of Eyre Highway Bridgeworks and Roadworks Bridge No. 974 over Little George River and No. 975 over Bookingarra Creek on North West Coastal Highway	Tuesday, March 26 Tuesday, 26 March	
208/84 215/84 207/84 204/84		Supply and spray primerseal Wubin-Mullewa Road, Geraldton Division Office cleaning M.R.D., Kalgoorlie Surface correction using asphalt, Bunbury Division Laboratory testing of soil and crushed rock for a six-month period ending 30 September 1985	Thursday, 14 March Monday, 18 March Thursday, 14 March Tuesday, 19 March	

ACCEPTANCE OF TENDERS

Tender No.		Description	Successful Tenderer	Amount
_				
186/84		Office and skid mounted office, cleaning Main Roads Department, Lot 4211, Loch Street, Derby	Nifty Cleaners	23 920.00
136/84	••••	Pavement Marking Newman-Hedland Road, Turner Section, G.N.H. between Fitzroy and Halls Creek	M.R.D	59 500.00
201/84		Loading and carting of gravel from stockpiles direct to job site Great Northern Highway—Geraldton Division	Giacci Bros Pty Ltd	43 350.00
194/84	••	Load and cart gravel, Albany Highway Tenterden Stage II, Albany Division	Bell Basic Industries Ltd	19 057.50

D. R. WARNER, Secretary, Main Roads.

APPOINTMENT.

(Under section 6 of the Registration of Births, Deaths and Marriages Act 1961-1979.)

Registrar General's Office, Perth, 1 March 1985.

R.G. No. 81/71.

IT is hereby notified, for general information that Mr. Richard Wayne Stevenson has been appointed as Assistant

District Registrar of Births, Deaths and Marriages for the Wellington Registry District to maintain an office at Harvey pending a permanent appointment. This appointment dates from 25 February 1985.

D. G. STOCKINS,
Registrar General.

IRON ORE (CLEVELAND-CLIFFS) AGREEMENT ACT 1964.

CLIFFS ROBE RIVER IRON ASSOCIATES, CAPE LAMBERT ORE WHARF AMENDMENT BY-LAWS 1985.

MADE by His Excellency the Governor in Executive Council on the recommendation of the Company within the meaning of the Iron Ore (Cleveland-Cliffs) Agreement Act 1964.

Citation and principal by-laws.

- 1. (1) These by-laws may be cited as the Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws 1985.
- (2) In these by-laws the Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf By-laws*, are referred to as the principal by-laws.

By-law 40 amended.

- 2. By-law 40 of the principal by-laws is amended in the definition "flammable liquid" by deleting "65°C (150°F)" and substituting the following—
 - " 61°C ".

By-law 56 amended.

- 3. By-law 56 of the principal by-laws is amended by deleting "65°C (150°F)" and substituting the following—
 - " 61°C ".

By-law 70 amended.

- 4. By-law 70 of the principal by-laws is amended by inserting after "dues" wherever occurring the following—
 - ", rates and charges ".

By-law 71 repealed and substituted.

- 5. By-law 71 of the principal by-laws is repealed and the following by-law is substituted—
 - 71. (1) At any time between the vessel entering the port and leaving its berth at the port, at the request of the Company or its agents, the master of a vessel shall deposit with the Company an amount estimated by the Company as being the berthage dues and towage and wharfage rates and miscellaneous charges which will be incurred by that vessel in entering and leaving the port and in lying alongside the berth, but the Company in its absolute discretion may accept in lieu of such deposit a written guarantee from the agent for the vessel in the form of the Fifth Schedule.
 - (2) The Company shall use any moneys deposited with it in accordance with sub-bylaw (1) towards payment of any dues, rates and charges incurred in respect of that vessel.
 - (3) All dues, rates and charges shall be paid before the vessel, in respect of or in connection with which they are charged or payable leaves the berth, except that where the Company has accepted a guarantee pursuant to sub-bylaw (1) the vessel may subject to the provisions of Part IV leave the berth prior to such payment being made.
 - (4) The Marine Superintendent may detain any vessel-
 - (a) in respect of which the dues, rates and charges or a guarantee referred to in sub-bylaw (1) has not been paid or given; or
 - (b) in respect of which a guarantee has been given on a previous occasion, the terms and conditions of which have not been observed. ".

Second Schedule

- 6. The Second Schedule to the principal by-laws is amended—
 - (a) by deleting in Form 2 "with regard to towage"; and
 - (b) by deleting Form 3 and substituting the following form—

Form 3.

TOWAGE CONDITIONS.

Towage is undertaken only under the Towage Conditions (being the United Kingdom Standard Conditions for Towage and Other Services (Revised 1983)) printed hereunder and application for or use of a tug is deemed to constitute acceptance of the conditions as follows:—

- (a) The agreement between the Company and the Hirer is and shall at all times be subject to and include each and all of the conditions hereinafter set out
 - (b) For the purpose of these conditions:
 - (i) "towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise;

^{*} Published in the Government Gazette 13 December 1974 and amended from time to time thereafter.

- (ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Company agrees to tow or to which the Company agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing;
- (iii) "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Company for the performance of any towage or other service:
- (iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel;
- (v) Any service of whatsoever nature to be performed by the Company other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is to be ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended;
- (vi) The word "tug" shall include "tugs", the word "tender" shall include "tenders" the word "vessel" shall include "vessels", the word "Company" shall include "Companies" and the word "Hirer" shall include "Hirers";
- (vii) The expression "Company" shall include any person or body (other than the Hirer or the owner of the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Company" contained in Clause 5 hereof shall be construed likewise.
- 2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as "the Hirer's vessel", the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.
- 3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Company shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.

- 4. Whilst towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than towing:—
 - (a) The Company shall not (except as provided in Clause 4 (c) and (e) hereof) be responsible for or be liable for:
 - (i) damage of any description done by or to the tug or tender, or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to any other object or property
 - (ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property; or
 - (iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever;

arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Company, his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise; and

- (b) The Hirer shall (except as provided in Clauses 4 (c) and (e)) be responsible for, pay for and indemnify the Company against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4 (a) hereof or not, suffered by or made against the Company and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the tug or tender or any property of the Company even if the same arises from or is caused by the negligence of the Company his servants or agents.
- (c) The provisions of Clauses 4 (a) and 4 (b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances—
 - (i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Company to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Company's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Company's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Company has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Company or any agent or independent contractor employed by the Company.
 - (ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4 (a) and 4 (b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether express or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition)

to the Officers and crew and usual equipment of the tug or tender) and which are wholly or party caused by or arise out of the presence on board of such persons or property or which arise at any time when the tug or tender is proceeding to or from the Hire's vessel in hazardous conditions or circumstances.

- (d) Notwithstanding anything hereinbefore contained, the Company shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether being during or after the making of this agreement.
- (e) Notwithstanding anything contained in Clauses 4 (a) and (b) hereof the liability of the Company for death or personal injury resulting from negligence is not excluded or restricted thereby.
- 5. The Company shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Company shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Company (hereinafter referred to as "the other Company") to hire the other Company's tug or tender and in any such event it is hereby agreed that the Company is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Company may in addition, if authorised whether expressly or impliedly by or on behalf of the other Company, act as agent for the other Company at any time and for any purpose including the making of any agreement with the Hirer, in any event should the Company as agent for the Hirer contract with the other Company for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Company is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.
- 6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Company may have against the Hirer including, but not limited to, any rights which the Company or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or any thing aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Company may have to limit his liability.
- 7. The Company will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description howsoever caused or arising, including by the negligence of the Company or his servants or agents.
- 8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Company or other Company, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents. ".

Fifth Schedule amended. 7. The Fifth Schedule to the principal by-laws is amended by deleting "at my request provided" and substituting the following—
 " agreed at my request to provide ".

By His Excellency's Command,

R. G. COOPER, Clerk of the Council.

IRON ORE (CLEVELAND-CLIFFS) AGREEMENT ACT 1964.

CLIFFS ROBE RIVER IRON ASSOCIATES, CAPE LAMBERT SERVICE WHARF AMENDMENT BY-LAWS 1985.

MADE by His Excellency the Governor in Executive Council on the recommendation of the Company within the meaning of the Iron Ore (Cleveland-Cliffs) Agreement Act 1964.

Citation and principal by-laws.

- 1. (1) These by-laws may be cited as the Cliffs Robe River Iron Associates, Cape Lambert Service Wharf Amendment By-laws 1985.
- (2) In these by-laws the Cliffs Robe River Iron Associates, Cape Lambert Service Wharf By-laws*, are referred to as the principal by-laws.

By-law 53 amended.

2. By-law 53 of the principal by-laws is amended in the definition "flammable liquid" by deleting "65°C" and substituting the following— "61°C".

By-law 69 amended.

3. By-law 69 of the principal by-laws is amended by deleting "65°C" and substituting the following—

"61°C".

By-law 83 amended.

4. By-law 83 of the principal by-laws is amended by inserting after "dues", wherever occurring the following—

", rates and charges ".

By-law 84 repealed and substituted.

- 5. By-law 84 of the principal by-laws is repealed and the following by-law is substituted—
 - 84. (1) At any time between the vessel entering the port and leaving its berth at the port, at the request of the Company or its agents, the master of a vessel shall deposit with the Company an amount estimated by the Company as being the berthage dues and towage and wharfage rates and miscellaneous charges which will be incurred by that vessel in entering and leaving the port and in lying alongside the berth, but the Company in its absolute discretion may accept in lieu of such deposit a written guarantee from the agent for the vessel in the form of the Fifth Schedule.
 - (2) The Company shall use any moneys desposited with it in accordance with sub-bylaw (1) towards payment of any dues, rates and charges incurred in respect of that vessel.
 - (3) All dues, rates and charges shall be paid before the vessel, in respect of or in connection with which they are charged or payable leaves the berth except that where the Company has accepted a guarantee pursuant to sub-bylaw (1) the vessel may subject to the provisions of Part V leave the berth prior to such payment being made.
 - (4) The Marine Superintendent may detain any vessel-
 - (a) in respect of which the dues, rates and charges or a guarantee referred to in sub-bylaw (1) has not been paid or given; or
 - (b) in respect of which a guarantee has been given on a previous occasion, the terms and conditions of which have not been observed. ".

Second Schedule amended.

- 6. The Second Schedule to the principal by-laws is amended—
 - (a) by deleting in Form 2 "with regard to towage"; and
 - (b) by deleting Form 3 and substituting the following form—

Form 3.

TOWAGE CONDITIONS.

Towage is undertaken only under the Towage Conditions (being the United Kingdom Standard Conditions for Towage and Other Services (Revised 1983)) printed hereunder and application for or use of a tug or tugs is deemed to constitute acceptance of the conditions as follows:

- (a) The Agreement between the Company and the Hirer is and shall at all times be subject to and include each and all of the conditions hereinafter set out
 - (b) For the purpose of these conditions:
 - (i) "towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise;

^{*} Published in the Government Gazette 7 February 1975 and amended from time to time thereafter.

- (ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Company agrees to tow or to which the Company agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing;
- (iii) "tender shall include any vessel craft or object of whatsoever nature which is not a tug but which is provided by the Company for the performance of any towage or other service;
- (iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel;
- (v) Any service of whatsoever nature to be performed by the Company other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is to be ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended;
- (vi) The word "tug" shall include "tugs", the word "tender" shall include "tenders", the word "vessel" shall include "vessels", the word "Company" shall include "Companies", and the word "Hirer" shall include "Hirers";
- (vii) The expression "company" shall include any person or body (other than the Hirer or the owner of the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Company" contained in Clause 5 hereof shall be construed likewise.
- 2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as "the Hirer's vessel", the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owners are bound jointly and severally by these conditions.
- 3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Company shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.

- 4. Whilst towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than towing:
 - (a) The Company shall not (except as provided in Clauses 4 (c) and (e) hereof) be responsible for or be liable for:
 - (i) damage of any description done by or to the tug or tender, or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to any other object or property
 - (ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property or
 - (iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever

arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Company its servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise; and

- (b) The Hirer shall (except as provided in Clauses 4 (c) and (e)) be responsible for, pay for and indemnify the Company against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or cause, whether covered by the provision of Clause 4 (a) hereof or not, suffered by or made against the Company and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the tug or tender or any property of the Company even if the same arises from or is caused by the negligence of the Company its servants or agents;
- (c) The provisions of Clauses 4 (a) and 4 (b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:
 - (i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Company to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Company's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Company's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Company has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Company or any agent or independent contractor employed by the Company.
 - (ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4 (a) and 4 (b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether express or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by, or arise out

of the presence on board of such persons or property or which arise at anytime when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.

- (d) Notwithstanding anything hereinbefore contained, the Company shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether being during or after the making of this agreement;
- (e) Notwithstanding anything contained in Clauses 4 (a) and (b) hereof the liability of the Company for death or personal injury resulting from negligence is not excluded or restricted thereby.
- 5. The Company shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Company shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Company (hereinafter referred to as "the other Company") to hire the other Company's tug or tender and in any such event is hereby agreed that the Company is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Company may in addition, if authorised whether expressly or impliedly by or on behalf of the other Company, act as agent for the other Company at any time for any purpose including the making of any agreement with the Hirer. In any event should the Company as agent for the Hirer contract with the other Company for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Company is bound by the same and may as a principal such the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.
- 6. Nothing contained in these conditions shall limit prejudice or preclude in any way any legal rights which the Company may have against the Hirer including, but not limited to, any rights which the Company or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Company may have to limit his liability.
- 7. The Company will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strike, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Company or his servants or agents.
- 8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Company or other Company, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents. ".

Fifth Schedule amended.

- 7. The Fifth Schedule to the principal by-laws is amended by deleting "at my request provided" and substituting the following—
 - ' agreed at my request to provide "

By His Excellency's Command,

WESTERN AUSTRALIAN COAL INDUSTRY TRIBUNAL ACT 1978.

Department of Mines, Perth, 8 March 1985.

HIS Excellency the Governor in Executive Council has made the following appointment:

Gavin Leonard Fielding as Chairman to the Western Australian Coal Industry Tribunal for a further term of two years from 1 February 1985.

> D. R. KELLY, Director General of Mines.

MINING ACT 1978-1983.

Notice of Intention to Forfeit.

Department of Mines, Perth, W.A. 6000.

IN accordance with Regulation 50(b) of the Mining Act 1978-1983, notice is hereby given that unless the rent due on the undermentioned mining tenements be paid on or before 9 April 1985, it is the intention of the Hon. Minister for Minerals and Energy under the provisions of sections 96A (1) and 97(1) of the Act, to forfeit such for breach of covenant viz non-payment of rent

> D. R. KELLY, Director General and Under Secretary for Mines.

WEST KIMBERLEY MINERAL FIELD.

Mining Leases.

04/26—George, Ronald Kevin & Kinley, Phillip. 04/32-Quantic Developments Pty. Ltd.

GASCOYNE MINERAL FIELD.

Exploration Licences.

09/48—BHP Minerals Limited.

09/49-BHP Minerals Limited.

COOLGARDIE MINERAL FIELD.

Exploration Licence.

Coolgardie District.

15/35—Australia Pacific Resources N.L.

Mining Leases.

15/54-Little, George Ernest.

15/59—Hourigan, Michael Edward.

NORTH EAST COOLGARDIE MINERAL FIELD.

Exploration Licence.

Kanowna District.

27/14-Tern Minerals N.I.

Kurnalpi District.

28/42—Enterprise Gold Mines NL; Jingellic Minerals NL; Trivest Corporation Ltd.

28/43—Enterprise Gold Mines NL; Minerals NL; Trivest Corporation Ltd.

Enterprise Gold Mines NL; Jingellic Minerals NL; Trivest Corporation Ltd. 28/45—Enterprise

28/46—Enterprise Enterprise Gold Mines NL; Jingellic Minerals NL; Trivest Corporation Ltd.

NORTH COOLGARDIE MINERAL FIELD.

Mining Leases.

Menzies District.

29/13—Spargos Exploration NL; Queen Margaret Gold Mines NL.

Exploration Licence.

Yerilla District.

31/13—BHP Minerals Limited,

EAST MURCHISON MINERAL FIELD.

Mining Lease.

36/6-Phoenix Oil & Gas NL.

MT. MARGARET MINERAL FIELD.

Mining Lease.

Mt. Malcolm District.

37/17—Sons of Gwalia NL.

Mt. Margaret District.

Exploration Licence.

38/24—Midland Gold Mining Pty. Ltd.

MURCHISON MINERAL FIELD.

Exploration Licences.

Meekatharra District.

51/42-Tern Minerals NL.

51/43—Tern Minerals NL.

EAST MURCHISON MINERAL FIELD.

Mining Leases.

Wiluna District.

53/12-Adamson, Robert Henry.

53/13—MacKinnon, Daniel Farquhar.

WARBURTON MINERAL FIELD.

Mining Lease.

69/1-Lenhane Exploration Pty. Ltd.

SOUTH WEST MINERAL FIELD.

Exploration Licence.

70/55—Associated Goldfields NL.

KIMBERLEY MINERAL FIELD.

Exploration Licences.

80/306—BHP Minerals Limited.

80/307-BHP Minerals Limited.

80/308-BHP Minerals Limited.

80/309-BHP Minerals Limited.

80/310-BHP Minerals Limited.

80/311—BHP Minerals Limited.

80/312—BHP Minerals Limited.

80/313-BHP Minerals Limited.

80/314—BHP Minerals Limited.

Mining Lease.

80/37-Nelson, Vernon Trevor.

MINING ACT 1904

Department of Mines, Perth, 19 February 1985.

IN accordance with the provisions of the Mining Act 1904, the Lieutenant-Governor and Deputy of the Governor in Executive Council have been pleased to deal with the following mining tenements.

D. R. KELLY,
Director General and
Under Secretary for Mines.

The undermentioned applications for Gold Mining Leases were refused.

Mineral Field			District		No. of Lease
East Coolgardie	 	 	East Coolgardie	 	26/7574
North Coolgardie	 	 ,.	Menzies	 	29/6257
Mt Margaret	 	 	Mt Morgans	 	39/932, 39/935, 39/936, 39/1130
Pilbara	 	 	Marble Bar	 	45/1633, 45/1706
Peak Hill	 	 		 	52/849, 52/853, 52/854
East Murchison	 ****	 	Wiluna	 	53/881

The undermentioned application for Tailings Lease was Refused.

Mineral Field	 		Dist	rict		No. of Lease		
Broad Arrow	 	 			 	 24/3 (272H)	,	

The undermentioned applications for Authority to Mine on Exempted Lands were approved conditionally.

Authority to Mine	Tenement	Mineral Field	District
26/157 to 26/161, 26/194 38/1325 80/1834 to 80/1836	 Mineral Claims 26/1787 to 26/1791, 26/1986 Mineral Claim 38/7740 Mineral Claims 80/10436, 80/10483, 80/10485	East Coolgardie Mt Margaret Kimberley	East Coolgardie Mt Margaret

COMPANIES (WESTERN AUSTRALIA) CODE.

Notice of Voluntary Liquidation—Section 411 (2).

Hicks Enterprises Pty. Ltd. (In Liquidation).

NOTICE is hereby given of the final meeting in relation to the winding up of the above named company to be held at the company's registered office on 17 April 1985 at 12 noon.

Dated this 26th day of February, 1985.

C. E. WALKER, Slater Walker & Co., 78 Mill Point Road, South Perth.

DISSOLUTION OF PARTNERSHIP.

Notice.

NOTICE is hereby given that the partnership hereafter subsisting between Lawrence Shun Fatt Chin and Eng Hock Lim carrying on the business of Public Accountants under the style or firm name of "E. H. Lim & Associates" at Suite 1.5 Stratham House, 49 Melville Parade, South Perth, Western Australia has been dissolved by mutual consent as from 1 July 1984 so far as concerns the said Eng Hock Lim who retired from the said firm. All debts due to and owing by the said firm will be received and paid by Lawrence Shun Fatt Chin who has continued to carry on the said business under the style or firm name of "E. H. Lim & Associates".

Dated this 5th day of March, 1985.

Total \$428.87.

LAWRENCE SHUN FATT CHIN. ENG HOCK LIM.

UNCLAIMED MONEYS ACT 1912.

BHP Minerals Ltd.

Yampi.

Name and Last Known Address; Total Amount; Description; Date of Claim.

Mr. L. Tresham, Address unknown; \$55.02; Wages; August 1979.

Mr. B. Back, 49 Clayton Street, East Fremantle; \$373.85; Wages; August 1979.

UNCLAIMED MONEYS ACT 1912. First Schedule.

Custom Credit Corporation Limited.

Register of Unclaimed Money held by Custom Credit Corporation Limited.

Name of Owner on Books; Total Amount Due to Owner; Description of Unclaimed Moneys; Date of Last Claim.

E. J. Freeman, Address Unknown; \$32.50; Dividend; 22/2/66.

Miss Isabel M. Baker, Address Unknown; \$10.50; Dividend; 28/2/67.

Elizabeth A. Broad, Address Unknown; \$47.50; Dividend; 30/8/67.

Clement H. G. Wood, Address Unknown; \$25.00; Dividend; 30/8/67.

Elizabeth A. Broad, Address Unknown; \$47.50; Dividend; 28/2/68.

Wilfred A. Harms, Address Unknown; \$12.50; Dividend; 28/2/69.

W.A. Trustees Executor & Agency Co. & John H. Morgan, Address Unknown; \$87.75; Dividend; 28/2/69.

Fredrick L. May, Address Unknown; \$86.58; Dividend; 28/8/69.

Mr. Guy Clifford, Address Unknown; \$12.75; Dividend; 28/8/69.

E/L R. A. Walford, Address Unknown; \$12.60; Dividend; 27/8/70.

Jessie M. Dunkley, Address Unknown; \$15.00; Dividend; 26/2/71.

H. & N. L. Pty Ltd. C/o James Paterson Forbes & Casey, 49 St. George's Terrace, Perth, W.A. 6000; \$13.89. Dividend; 31/8/71.

Dividend Account No. 37, Names & Addresses Unknown; \$45.10; Dividend; —.

Mrs. Elsie F. Devling, 6 Willow Tree Street, Normanhurst, NSW 2076; \$31.50; Dividend; May 1972.

Thomas H. Hodges & Kevin C. Male, Railway Street, Blackwater Qld.; \$20.00; Interest; 31/3/78.

Thomas H. Hodges & Kevin C. Male, Railway Street, Blackwater, Qld.; \$20.00; Interest; 30/6/78. William F. & Mrs. Amy I. M. Pitt, 41 Stroughton Road, Balga, 6061; \$71.88; Interest; 30/6/78.

Balga, 6061; \$71.88; Interest; 30/6/78.
William F. & Mrs. Amy I. M. Pitt, 41 Stroughton Road, Balga 6061; \$57.50; Interest; 30/6/78.
Kenneth W. Smith, PO Box 211 Wanneroo, 6056; \$12.50; Interest; 30/6/78.
Thomas H. Hodges & Kevin C. Male, Railway Street, Blackwater, Old.; \$20.00; Interest; 30/9/78.
Ray T. Petchel, Williams, W.A.; \$37.91; Interest; 30/9/78

T. Peto 30/9/78.

Thomas H. Hodges & Kevin C. Male, Railway Street, Blackwater Qld.; \$20.00; Interest; 31/12/78. Total \$740.46.

REVOCATION OF POWERS OF ATTORNEY.

NORMAN LORNE of Meekatharra hereby gives notice that he has this day revoked all powers of attorney prior to this date granted by him in favour of any one or other of Hector Ward, Openpit Mining and Exploration Pty. Ltd. and Invincible Gold N.L. all of care of Suite 23, 10 William Street, Perth. Dated this 26th day of February, 1985.

E. Graham-Smith and J. Hymanson, Attorney for Norman Lorne by Power of Attorney dated 18 December

.. M. KING Hammond Fitzgerald & King.

TRUSTEES ACT 1962.

CREDITORS and other persons having claims (to which section 63 of the Trustees Act 1962-1968 relates) in respect of the undermentioned deceased persons are required to send particulars of their claims to the Executors of care of Kott Gunning, 22 St. George's Terrace, Perth by 19 April 1985 after which date the Trustee may convey or distribute the assets having regard only to the claims of which notice has been given.

Surname; Given Names; Address; Occupation; Date of Death.

Rhodes, Sheila; 23 Egerton Street Beckenham; Home Duties; 6/1/85.

Liadow, Nikolai; 11 Peachy Avenue Kewdale; Labourer; 7/12/84.

Davey, Vera Joyce; 47 Henning Crescent Manning; Divorcee; 4/10/84.

Etalides, Olive Alexandra Jane; C/o Leighton Nursing Home, 40 Florence Street, West Perth; Widow; 21/2/85.

TRUSTEES ACT 1962.

Notice to Creditors and Claimants.

CREDITORS and other persons having claims (to which section 63 of the Trustees Act relates) in respect of the Estates of the undermentioned deceased persons are required to send particulars of their claims to me on or before 8 April 1985, after which date I may convey or distribute the assets, having regard only to the claims of which I then have notice.

Baron, John Edward, late of Marshall Park Nursing Home, 2 Bayley Street, Midland, died 28/1/85.
Board, Francis George, late of 17 Deane Street, Mt. Barker, died 16/1/85.

Cadd, Leslie Amrose, late of 9 Brookman Street, Kal-goorlie, died 4/2/85.

Davies, Doris Beryl, late of Parry House, Warlingham Walk, Lesmurdie, died 30/12/84.

Davis David Solomon Montague, late of 27 Fletcher Street, Applecross, died 15/2/85.

Deegan, James, late of Derby, died 19/11/82.

Fisher, Linda Mary, late of Mount Henry Hospital, Cloister Avenue, Manning, died 15/2/85.

Gibson, Kevin John, late of 106 Ardross Street, Applecross, died 16/2/85.

Healy, John Patrick, late of Braille Nursing Home, 61 Kitchener Avenue, Victoria Park, died 12/2/85.

Lemon, Wililam Lawrence (also known as Jones, Robert), late of Coolgardie Nursing Home, Coolgardie, died 24/1/85.

Lindsay, Christina Kerr, late of Hilton Park Hospital,

Lindsay, Christina Kerr, late of Hilton Park Hospital, Laidlaw Street, Hilton, died 23/1/85.
Littleton, May Ada, formerly of 53 Harborne Street, Wembley, late of Undercliffe Nursing Home, Great Eastern Highway, Greenmount, died 15/2/85.
Manuel, Mabel Irene, late of Hadassah Nursing Home, 53 Second Avenue Mt. Lawley, died 1/1/85.
Marshall, Irene May, late of Maurice Zeffert Home, Woodrow Avenue, Yokine, died 10/2/85.
Mason, Betty Herbert, late of 85 Lynton Street, Mt. Hawthorn, died 19/1/85.
Meagher, Vera Linda Jane, late of Lot 55 Coogee Bay Caravan Park, Cockburn Road, Coogee, died 17/2/85.

17/2/85.

Mitter, Jessie Isabella, late of Unit 9, 80 Clydesdale Street, Como, died 19/2/85.

Myers, Mollie Jean, late of 108A Renov Street, East Cannington, died 17/2/85.

Newman, Edmond Patrick, late of 17 Lobelia Street, Graylands, died 27/1/85.

O'Halloran, Francis Alfred, late of 101 Cobb Street, Scarborough, died 2/2/85.

Palmer, Melvina May, late of 71 Bennett Street, Perth, died 14/2/85.

Pauly, Albert Claude, late of Wearn House, Leslie Street, Mandurah, died 5/1/85.

Ripepi, Salvatore, late of Silver Sands Hotel, Mandurah, died 12/1/85.

died 13/1/85.
Robins, Charles Redvers, formerly of 18 Barrett Street,

Weinbley, late of Kimberley Nursing Home, Kimberley Street, Leederville, died 25/2/85.
Rossi, Ettore, late of 217 Clayden Road, Newburn, died

22/1/85 Rowe, Alice Eliza, late of Gwenyfred Nursing Home, 62

Rowe, Alice Eliza, late of Gwenyfred Nursing Home, 62 Gwenyfred Road, South Perth, died 9/2/85. Staines, Frank John, late of Unit 11 Masonic Homes, Shepard Street, Pearce, ACT, died 15/1/85. Trautman, Elizabeth Ann, late of 90 Jones Street, Collie, died 26/1/85.

died 26/1/85.

Williams, Florence Kitty Grace, late of 36 Plantation Drive, Bentley, died 28/12/84.

Wood, George Hedley, late of 19/269 Main Street, Osborne Park, died 8/1/85.

Wyndow, James Arthur, late of 33 Ewart Street, Midvale, died 5/12/84.

Dated this 5th day of March, 1985.

S. H. HAYWARD, Public Trustee, Public Trust Office, 565 Hay Street, Perth.

PUBLIC TRUSTEE ACT 1941 AND AMENDMENTS.

NOTICE is hereby given that pursuant to section 14 of the Public Trustee Act, 1941 and amendments the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 5th day of March 1985.

S. H. HAYWARD, Public Trustee, 565 Hay Street, Perth, W.A. 6000.

Name of Deceased; Occupation; Address; Date of Death; Date Election Filed.

Kendal, Dorothy Joan; Married Woman; Rockingham; 31/12/84; 27/2/85.

Kernutt, Horace Henry; Retired Baker; Albany; 13/1/85;

Leak, Cyril; Artist; Fremantle; 11/11/84; 27/2/85.

Briand, Leon Victor; Invalid Pensioner; Perth; 30/8/83; 27/2/85.

Rogers, Rose 27/2/85. Mary; Widow; Marmion; 26/9/84;

Lewis, Bessie Leonora; Spinster; West Perth; 7/8/84; 27/2/85.

REPORT 1983 OF THE

HONORARY ROYAL COMMISSION INTO THE SUITABILITY OF PRESENT LAWS RELATING TO RACING AND TROTTING IN WESTERN AUSTRALIA

In their application to the allocation of surplus T.A.B. moneys as provided in the Totalisator Agency Betting Board Act 1960-1973 in Particular and other related Acts and Issues.

(Commissioner-Hon. N. E. Baxter)

Prices:-

Counter Sales—\$2.50 Mailed plus postage on 400 grams

REPORT OF THE SELECT COMMITTEE APPOINTED BY THE LEGISLATIVE COUNCIL TO INQUIRE INTO AND REPORT UPON THE

CURRENT POSITION OF NATIONAL PARKS WITHIN THE STATE

Presented by the Hon. A. A. Lewis, M.L.C., 27th November, 1979.

Prices:—

Counter Sales—\$0.50 Mailed plus postage on 86 grams

POST SECONDARY EDUCATION IN

WESTERN AUSTRALIA REPORT 1976

Chairman—Professor P. H. Partridge

Prices:-

Counter Sales—\$3.00
Mailed plus postage on 500 grams

REPORT BY THE PETROL PRICES
ADVISORY COMMITTEE
TO THE MINISTER
FOR CONSUMER AFFAIRS
THE HON. A. TONKIN, M.L.A.
JULY 1983.

Chairman—K. M. Lehane.

Prices:-

Counter Sales—\$2.30 Mailed plus postage on 500 grams CURRENT RELEASE
GAMING IN WESTERN AUSTRALIA

REPORT OF THE GOVERNMENT GAMING INQUIRY COMMITTEE—DECEMBER 1984

and

Extracts from—Report of the Government Gaming Inquiry Committee Chairman:—Dan Mossenson.

Price:-

Counter Sales—\$1.80 per set
Mailed plus postage on 300 grams

WESTERN AUSTRALIA 1829-1979 REPORT ON THE CELEBRATIONS TO THE PARLIAMENT OF WESTERN AUSTRALIA BY THE 150th ANNIVERSARY BOARD

Executive Chairman—
Slade Drake-Brockman, C.M.G.

Prices:-

Counter Sales—\$10.00
Mailed plus postage on 1 kg

PROPOSED INDUSTRIAL RELATIONS ACT

AS PREPARED BY E. R. KELLY, ESQ.,

Senior Commissioner W.A. Industrial Commission September 21, 1978.

Counter Sales—\$1.50
Mailed plus postage on 500 grams

Report of Government Secondary Schools Discipline Committee

DISCIPLINE IN SECONDARY SCHOOLS IN WESTERN AUSTRALIA

1972

Prices:--

Counter Sales—\$1.00 Mailed plus postage on 1 kg

DIGEST OF WESTERN AUSTRALIAN ARBITRATION REPORTS

Volumes 1 to 14—1901-1920

Prices:-

Counter Sales—\$5.00 Mailed plus postage on 400 grams

DIGEST OF WESTERN AUSTRALIAN INDUSTRIAL GAZETTES

Volumes 1 to 10-1921-1930

Prices:-

Counter Sales—\$5.00 Mailed plus postage on 400 grams

RELIGIOUS EDUCATION IN THE GOVERNMENT SCHOOLS OF WESTERN AUSTRALIA JULY 1977

Chairman Mr. W. E. Nott, S.M.

Prices:-

Counter Sales—\$1.90 Mailed plus postage on 500 grams

WESTERN AUSTRALIAN LEGISLATIVE COUNCIL STATISTICS RELATING TO THE GENERAL ELECTION 19/2/83

Prices:-

Counter Sales—\$1.00

Mailed plus postage on 250 grams

WESTERN AUSTRALIAN LEGISLATIVE ASSEMBLY STATISTICS RELATING TO THE GENERAL ELECTION 19/2/83

Prices:-

Counter Sales—\$1.00

Mailed plus postage on 250 grams

REPORT OF THE JOINT SELECT COMMITTEE OF THE LEGISLATIVE COUNCIL, AND LEGISLATIVE ASSEMBLY ON— OFFICES OF PROFIT OF MEMBERS OF PARLIAMENT AND MEMBERS CONTRACTS WITH THE CROWN— NOVEMBER 1982

Chairman: Hon. N. McNeill, M.L.C. Counter Sales—\$1.50
Mailed plus postage on 250 grams

REPORT OF THE ROYAL COMMISSION "FREMANTLE PRISON" 1973

(Commissioner: His Honour Robert E. Jones.)
Prices:—

Counter Sales—\$1.50
Mailed plus postage on 1 kg

COMMISSION OF THE PEACE FOR W.A.—AUGUST 1983

Prices:-

Counter Sales—\$4.50 (with amendments)
Mailed plus postage on 400 grams

Report of an Analytical Study of the proposed Corridor Plan for Perth and possible alternative approach to a regional plan for the Metropolitan area, 4th August, 1971, to 31st January, 1972 by Paul Ritter Prices:—

Counter Sales—\$5.00 Mailed plus postage on 500 grams

REPORT OF COMMITTEE TO ENQUIRE

INTO THE PROVISIONS OF WELFARE SERVICES BY LOCAL GOVERNMENT IN WESTERN AUSTRALIA, MAY 1981. CHAIRMAN MR. L. F. O'MEARA

Prices:-

Counter Sales—\$3.50

Mailed plus postage on 1 kg

REPORT OF THE HONORARY ROYAL COMMISSION INTO THE BEEF AND SHEEP MEATS INDUSTRY 1976

Chairman: Hon. A. V. Crane, M.L.A.

Prices:-

Counter Sales—\$3.50 Mailed plus postage on 1 kg

REPORT ON THE INQUIRY INTO THE BUILDING INDUSTRY OF WESTERN AUSTRALIA, 1973-74

(Enquirer, Charles Howard Smith, Q.C.)

Prices:-

Counter Sales—\$1.00 Mailed plus postage on 400 grams

Available only from Marine and Harbours Department, 6 Short Street, Fremantle. Phone 335 0888.

Navigable Waters Regulations, 1958.

Regulations for Preventing Collisions at Sea.

Regulations for the Examination of Applicants for Masters, Mates, Coxswain, Engineers, Marine Motor Engine Drivers and Marine Surveyors.

SPECIAL NOTICE

Concerning "Government Gazette" notices for publication lodged at the Government Printer's Wembley Office—notices must be lodged with "Parliamentary Papers" 9 Salvado Road, Wembley prior to 3.00 p.m. on the Wednesday before publication.

WILLIAM C. BROWN, J.P. Government Printer.

WESTERN AUSTRALIA REPORT OF GOVERNMENT REGULATIONS REVIEW COMMITTEE FEBRUARY 1983

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